



AGENDA

**CITY COMMISSION REGULAR MEETING
TUESDAY, MAY 28, 2013 – 6:00 PM
CITY COMMISSION CHAMBERS; 3RD FLOOR**

CALL TO ORDER - Mayor Jim Darling

PLEDGE OF ALLEGIANCE - Mayor Jim Darling

INVOCATION – Hilda Salinas, Mayor Pro Tem

PROCLAMATIONS – *Homeownership Month* – McAllen Affordable Homes

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.]*

Request of X-Cess Entertainment Inc., appealing the decision of the Planning & Zoning Commission of the May 7, 2013 meeting, denying a Conditional Use Permit, for one year, for a Bar at Lots 28-31, Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue.

- B) CONDITIONAL USE PERMIT:**

Request of Walid Haidar, appealing the decision of the Planning & Zoning Commission of the May 7, 2013 meeting, denying a Conditional Use Permit, for one year, for a home occupation (office/accounts payable) at Lot 34, Daffodil Gardens Unit #5 Subdivision, Hidalgo County, Texas; 200 Gardenia Avenue.

- C)** Public Hearing to consider Fiscal Year 2013-2017 Five-Year Consolidated Plan and Strategy and Fiscal Year 2013-2014 Annual Action Plan including the proposed budget for the Community Development Block Grant (CDBG) and HOME Annual Action Plans.

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 May 13th and Special Meeting held May 15, 2013.

- B) Award of Contract for the purchase of Aluminized Protective Jackets and Trousers for the McAllen Fire Department.
- C) Ordinance providing for a budget amendment for the McAllen Fire Department in order to comply with the Collective Bargaining Agreement relating to uniform allowances.
- D) Award of Supply Contract for the purchase of fuel - Unleaded Mid-Grade Fuel and Ultra Low Sulfur Diesel (ULSD).
- E) Consideration of Change Order No. 1 for various items requiring demolition for the McAllen Development Center.
- F) Consideration of Change Order No. 1 and Final Reconciliation of Quantities for the Uvalde Soccer Complex Parking Improvements Project.
- G) Ordinance providing for the abandonment of 0.086 acre tract of land, being a 10 ft. utility easement out of Lot 1, M & T Plaza Subdivision; 5113 North 23rd Street.
- H) Ordinance providing for the abandonment of a 0.25 acre tract of land out of a 20 ft. alley adjacent to the west of Lot 66, Jackson Meadows Subdivision; 2600 South Jackson Road.
- I) Variance request to the secondary access requirement for gated streets for 2500 North Taylor Road.

3. BIDS/CONTRACTS:

- A) Award of Contract for Drainage Improvements for Kendlewood Avenue (19th Street to 22nd Street).
- B) Consideration of Change Order No. 2 for the McAllen-Hidalgo International Bridge N.B. Pedestrian Canopies.
- C) Award of Contract for Food and Beverage Concession at the McAllen International Airport.
- D) Review of Preliminary Design Reimbursable Agreement between the City of McAllen and the Federal Aviation Administration.

4. MANAGER'S REPORT:

- A) Consider appointment to the McAllen-Hidalgo Bridge Board.
- B) Appointment of Mayor's representative to the Public Utility Board.
- C) Appointment of Mayor's representative to the Development Corporation.
- D) Appointment of a representative to the Audit/Investment Committee.
- E) Appointment of a representative to the IT Steering Committee.
- F) Status Report on Parks and Recreation Construction Projects.
- G) Status Report on various city projects through April 30, 2013.
- H) Construction Update on Terminal Expansion Project.
- I) Future Agenda Items.

5. MAYOR'S REPORT relating to the Medical School and University.

PUBLIC COMMENT SESSION

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

- A) Consultation with City Attorney regarding Development Agreement with Property Commerce for old Civic Center Redevelopment. (Section 551.071, T.G.C.)
- B) Discussion and Possible Action regarding economic incentives for Project Next Level. (Section 551.087, T.G.C.)
- C) Discussion and Possible Action on award of bid proposal for the sale of Lot 11B, McAllen Convention Center. (Section 551.072, 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) Discussion and Possible Action to consider the possible sale of 300 acres on Ware Road and Monte Cristo. (Section 551.072, T.G.C.)
- F) Consultation with City Attorney regarding a possible contract with Vianovo relating to International Bridge Facilities. (Section 551.071, T.G.C.)
- G) Consultation with City Attorney regarding pending lawsuit; Dahlila Guerra Casso vs. City of McAllen. (Section 551.071, T.G.C.)
- H) Consultation with City Attorney regarding lawsuit; City of McAllen vs. Wayne H. Davis, Cynthia R. Davis, EZ-TIXX, LLC, EZ-TIXX Ticketing Services, Inc. and Ticketing Services LLC. (Section 551.071, T.G.C.)
- I) Discussion and Possible Action regarding Request for Qualifications for Project Stripes. (Section 551.072, T.G.C.)
- J) Discussion and Possible Action regarding the conduct of Environmental Site Assessment Phase II on a 2.98 acre tract out of Lot 12, Block 9, Hidalgo Canal Company's Subdivision of Porciones 64, 65 and 66, Hidalgo County, Texas. (Section 551.072, T.G.C.)

ADJOURNMENT

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

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 24th day of May, 2013 at 2:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/
Annette Villarreal, TRMC/CMC, CPM
City Secretary

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

AGENDA ITEM 1A
DATE SUBMITTED 5/21/13
MEETING DATE 5/28/13

1. Agenda Item: Conditional Use Permit

2. Party Making Request: X-Cess Entertainment, Inc.

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Appeal the decision of the Planning and Zoning Commission of the May 07, 2013 meeting denying the request of X-Cess Entertainment, Inc., for a Conditional Use Permit, for one year, for a bar at Lots 28-31, Continental Trade Center Subdivision, Hidalgo County, Texas: 2021 Orchid Avenue.

4. Policy Implication: _____

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

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>05/21/2013</u>	<u>No</u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Disapproval of the request based on non-compliance to requirement # 3 (distance to residential uses) of the Zoning Ordinance.

9. Advisory Board: Approved X Disapproved None
With a favorable recommendation to grant the variance to the distance requirement and maintaining the condition for nightly trash pickup and extra security.

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Rudy Elizondo, Vice-Chairperson, Planning and Zoning Commission R.E.

DATE: May 21, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 07, 2013 MEETING DENYING THE REQUEST OF X-CESS ENTERTAINMENT, INC. FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A BAR AT LOTS 28-31, CONTINENTAL TRADE CENTER SUBDIVISION; 2021 ORCHID 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 side of Orchid Avenue, approximately 250 ft. west of Bicentennial Drive and is zoned C-3 (general business) District. The adjacent zoning is C-3 District in all directions and surrounding land uses include commercial businesses, restaurants, The International Museum of Arts & Science (IMAS) and bars. A bar is allowed in a C-3 zone with a conditional use permit and in compliance with requirements.

The initial conditional use permit for this establishment (Metropolis) was approved by the Planning and Zoning Commission in November of 1984 and has been renewed annually to different tenants. The last permit was approved for renewal on October 20, 2009 by the Planning and Zoning Commission. A renewal was not done for the years 2010 and 2011. Code Enforcement issued a notice of violation at that time and the applicant subsequently submitted a new application. The City Commission approved the conditional use permit request with a variance to the distance requirement with an added condition for nightly trash pickup and extra security on April 9, 2012.

The applicant is proposing to continue to operate the bar from 8:30 p.m. to 2:00 a.m. Tuesdays, Thursdays, Fridays and Saturdays.

A police activity report is attached indicating service calls from April 2012 – present. The Health and Fire Departments have inspected the establishment which is in compliance with health and safety codes and regulations. 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 establishment is within 600 ft. of publicly owned property, the International Museum of Arts & Science (IMAS);
- 2) The property must be as close as possible to a major arterial, and shall not generate traffic onto residential streets. The location is near Nolana Avenue and has direct access to Orchid Avenue, and does not generate traffic into residential area;
- 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. Based upon the occupancy of 700 persons, 175 parking spaces are required; 75 parking spaces are part of the property owned by the establishment. Parking agreements were submitted for an additional 108 parking spaces, for a total of 183 parking spaces available;
- 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. The establishment provides a clean-up crew; 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 number of persons allowed is 700.

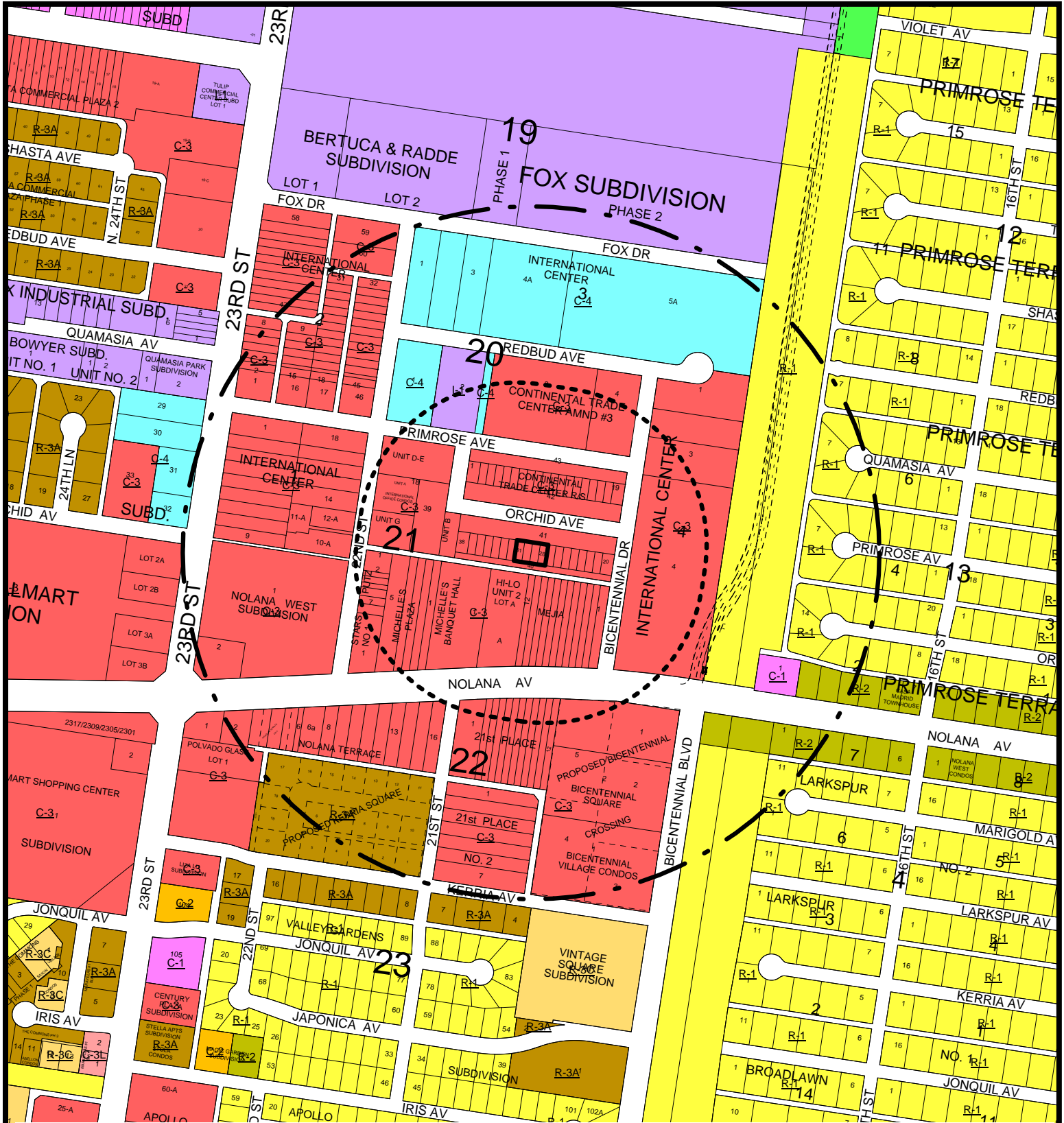
OPTIONS:

1. Table the item for additional information or further study.
2. Disapprove the Conditional Use Permit.

RECOMMENDATION:

The request was heard at the May 07, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request. The applicant's representative, Juan Gutierrez was present.

Following discussion of the item, 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 and maintaining the condition of nightly trash pickup and extra security. There were five members present and voting. The applicant has submitted a letter of appeal.



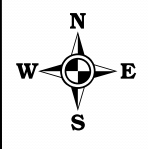
CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

SUBJECT PROPERTY

600 FT. NOTIFICATION BOUNDARY

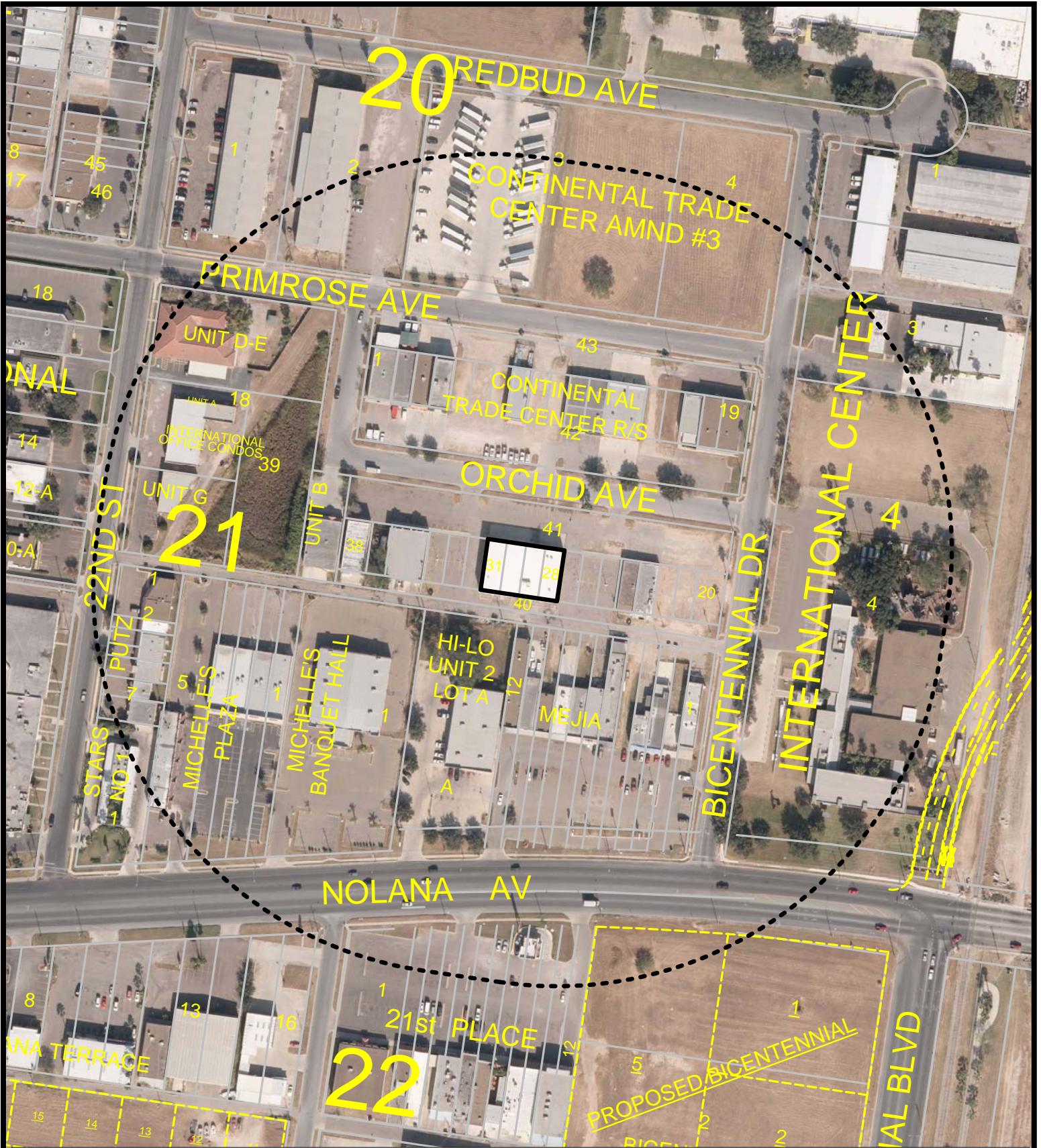
1/4 MILE RADIUS



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 (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

 600 FT. NOTIFICATION BOUNDARY



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

PRIMROSE AVE.

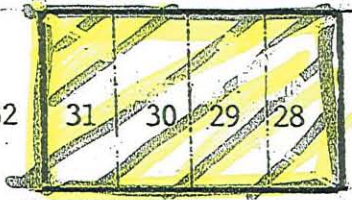
21st STREET

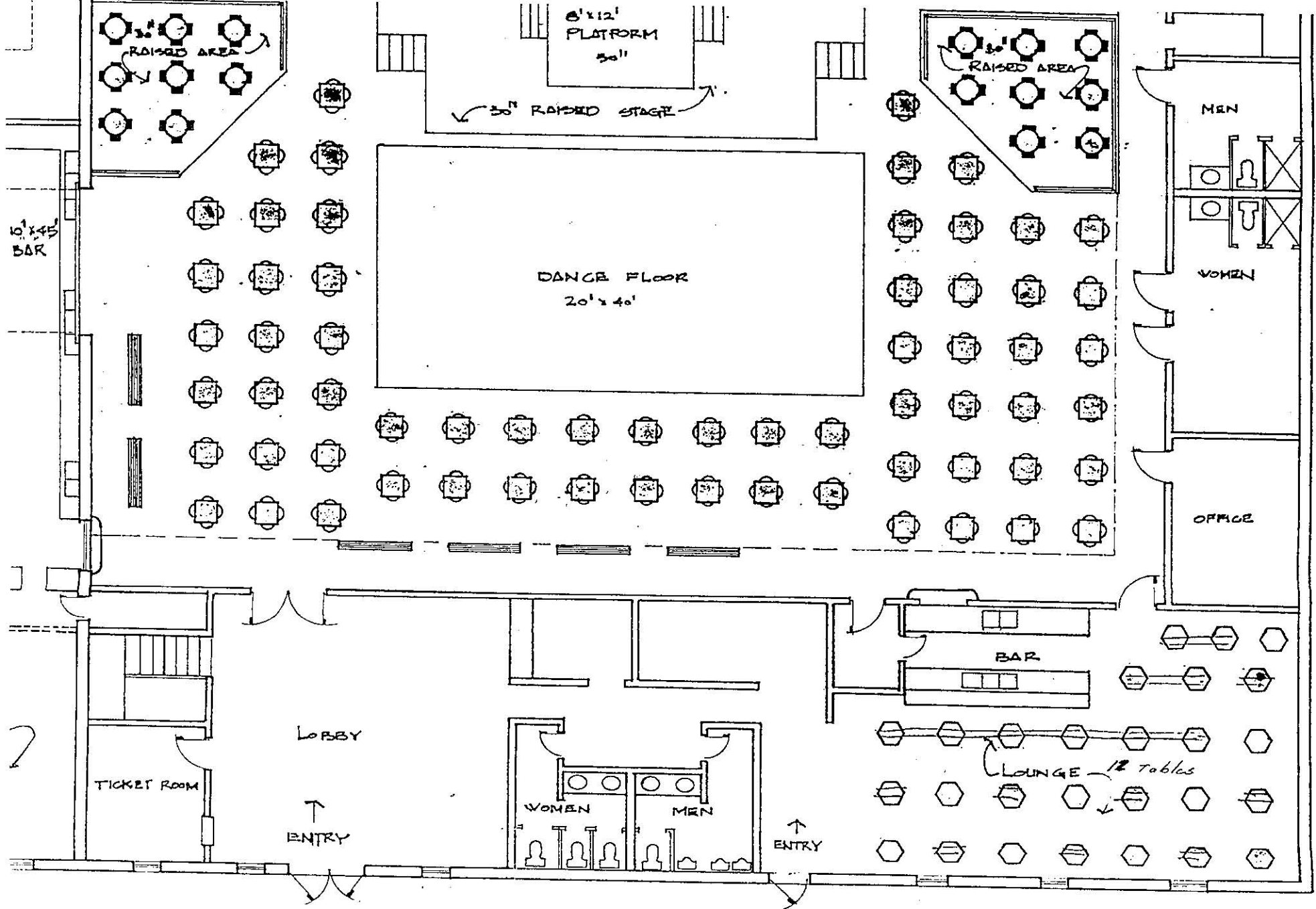
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

ORCHID AVE.

BICENTENIAL DRIVE

38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20





MCALLEN POLICE DEPARTMENT
RE: CALLS FOR SERVICE/2021 W ORCHID
APRIL 2012 - 2013

DATE	TIME	INCIDENT TYPE
4/9/2012	9:17	911 CALL
5/30/2012	3:59	911 CALL
8/4/2012	12:17	AGGRAVATED ASSAULT
11/4/2012	2:49	AGGRAVATED ASSAULT
4/13/2012	6:01	ALARMS
2/15/2013	18:52	ALARMS
3/20/2013	6:35	ALARMS
5/19/2012	1:24	ASSAULT
10/14/2012	0:55	ASSAULT
11/11/2012	1:42	ASSAULT
12/28/2012	2:10	ASSAULT
11/1/2012	17:24	ASSAULT
3/2/2013	0:10	ASSAULT
10/12/2012	0:00	AUTO THEFT REPORT
8/26/2012	0:01	BURG VEH JUST OCCURRED
4/1/2012	0:58	BURG VEH REPORT
5/17/2012	23:56	BURG VEH REPORT
10/27/2012	2:02	BURG VEH REPORT
12/16/2012	2:13	BURG VEH REPORT
12/25/2012	11:30	BURG VEH REPORT
1/21/2013	15:17	BURG VEH REPORT
2/15/2013	13:49	BURG VEH REPORT
2/16/2013	0:46	BURG VEH REPORT
2/22/2013	1:48	BURG VEH REPORT
6/8/2012	0:04	C/A PERSON J/OCCURED
5/2/2012	16:25	CRIMES AGAINST PROPERTY
8/15/2012	20:53	CRIMES AGAINST PROPERTY
10/28/2012	14:05	CRIMES AGAINST PROPERTY
11/2/2012	16:53	CRIMES AGAINST PROPERTY
6/1/2012	2:43	CRIMINAL MISCHIEF
10/8/2012	9:18	CRIMINAL MISCHIEF
11/4/2012	1:40	DESTRUCTION/DAMAGE/VANDALISM
11/4/2012	1:40	DISORDERLY CONDUCT
7/28/2012	1:37	DISTURBANCE
8/25/2012	2:53	DISTURBANCE
7/28/2012	1:37	DISTURBANCE
4/14/2012	23:27	DISTURBANCE
4/15/2012	2:18	DISTURBANCE
6/16/2012	1:29	DISTURBANCE
6/16/2012	2:28	DISTURBANCE
7/29/2012	0:38	DISTURBANCE
8/4/2012	3:44	DISTURBANCE
9/15/2012	1:09	DISTURBANCE
9/23/2012	2:49	DISTURBANCE

MCALLEN POLICE DEPARTMENT
RE: CALLS FOR SERVICE/2021 W ORCHID
APRIL 2012 - 2013

DATE	TIME	INCIDENT TYPE
12/15/2012	0:09	DISTURBANCE
1/4/2013	2:16	DISTURBANCE
3/22/2013	2:23	DISTURBANCE
11/4/2012	1:40	DRIVING UNDER THE INFLUENCE (DUI)
11/4/2012	1:40	DRUG/NARCOTIC VIOLATIONS
11/11/2012	1:42	DRUNKENNESS
3/2/2013	0:10	DRUNKENNESS
4/14/2012	2:31	DRUNKENNESS
7/14/2012	22:49	DRUNKENNESS
7/28/2012	1:37	DRUNKENNESS
8/19/2012	1:35	DRUNKENNESS
11/22/2012	23:58	DRUNKENNESS
2/22/2013	1:57	DRUNKENNESS
7/4/2012	3:48	HARRASSMENT ALREADY OCCURRED
1/18/2013	2:40	MINOR ACCIDENT
5/26/2012	2:33	MINOR ACCIDENT
5/26/2012	0:28	PUBLIC MORALS
4/21/2012	23:41	REQUEST OFFICER
7/25/2012	14:38	REQUEST OFFICER
8/6/2012	16:28	REQUEST OFFICER
1/18/2013	0:51	REQUEST OFFICER
6/8/2012	0:04	ROBBERY
4/1/2012	0:51	SUSPS SUBJ/CIRCUMST
10/14/2012	4:02	SUSPS SUBJ/CIRCUMST
10/27/2012	3:01	SUSPS SUBJ/CIRCUMST
12/15/2012	2:05	SUSPS SUBJ/CIRCUMST
2/1/2013	16:49	SUSPS SUBJ/CIRCUMST
10/27/2012	2:49	TRAFFIC HAZARD
11/1/2012	17:24	WARRANT-CAPIAS(NON-TRAFFIC)
5/19/2012	1:24	WARRANT-OTHER AGENCY
8/25/2012	2:53	WARRANT-OTHER AGENCY

← 13-13

To city of meAllen

Xcess Entertainment DBA Metropolitan's appeals

Planning and zoning ~~decisi~~: MAY 7, 2013 disapproval
of CUP AT 2021 orchard meAllen TEXAS

Thanks You


**NOTICE
BAR
For
This Property
CUP 2013 - 0071**

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

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM _____ 1B
DATE SUBMITTED _____ 5/21/13
MEETING DATE _____ 5/28/13

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Walid Haidar

3. Nature of Request: (Brief Overview) Attachments: X Yes _____ No _____
 Appeal the decision of the Planning and Zoning Commission of the May 07, 2013 meeting denying the request of Walid Haidar, for a Conditional Use Permit, for one year, for a home occupation (office/accounts payable) at Lot 34, Daffodil Gardens Unit #5 Subdivision, Hidalgo County, Texas: 200 Gardenia Avenue.

4. Policy Implication: _____

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

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

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 05/21/2013 </u>	<u> No </u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Disapproval of the request based on non-compliance to requirement # 1 (applicant does not live at location) and #4 (exceeds number of employees) of the Zoning Ordinance.

9. Advisory Board: _____ Approved X Disapproved _____ None

10. City Attorney: _____ Approved KP Disapproved _____ None

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

Memo

TO: Mike R. Perez, City Manager

FROM: Rudy Elizondo, Vice-Chairperson, Planning and Zoning Commission R.E.

DATE: May 21, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 07, 2013 MEETING DENYING THE REQUEST OF WALID HAIDAR FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A HOME OCCUPATION (OFFICE/ACCOUNTS PAYABLE) AT LOT 34, DAFFODIL GARDENS UNIT #5 SUBDIVISION; 200 GARDENIA 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 northwest corner of North 2nd Street and Gardenia Avenue and is zoned R-1 (single family residential) District. The adjacent zoning is R-1 District in all directions. Surrounding land uses include single family residences. A home occupation is permitted in an R-1 zone with a Conditional Use Permit and in compliance with requirements.

On February 20, 2013, Code Enforcement conducted an inspection due to a complaint for a potential business in a neighborhood. They issued a notice of violation regarding an office related to the IHOP Restaurants from the residence. The owner was advised to speak to the Planning Department staff about possibly applying for a conditional use permit. An Application was submitted on February 28, 2013. Staff has had numerous discussions on site and in the office with different individuals on behalf of the applicant.

The applicant is proposing to operate an office/accounts payable for the IHOP Restaurant franchise business from the existing residence. The proposed hours of operation are Monday through Friday 8 a.m. to 5 p.m. There were numerous discussions with different individuals regarding how the business operates. Staff also met with the applicant, who submitted a letter giving a brief description of the business. He stated that there will be no customers visiting the residence. However, management employees from IHOP visit the residence for paperwork pickup and drop-off and/or to have meetings. There is a part time employee who resides at the residence, an employee who performs accounts payable, and the applicant who works during the day at the residence. He stated that he is looking into purchasing a commercial location.

Should the conditional use permit be approved, the applicant would be required to sign the certificate acknowledging and agreeing to the conditions of the permit. The occupation may not be operational until issuance of the certificate. The Fire Department has inspected the residence and has met all the minimum standards and applicable ordinances. The business must comply with requirements set forth in Section 138-118(1) of the Zoning Ordinance and other specific requirements as follows:

- 1) The home occupation must be clearly secondary to the residential use. The applicant does not live at the residence; however, the applicant has indicated that his stepson, who is a part time employee at IHOP, resides at the residence;
- 2) No signs are permitted. Signs were there but have been removed;
- 3) There shall be no exterior display or alterations indicating that the building is being used for any purpose other than that of a dwelling;
- 4) There shall be no more than one additional unrelated employee other than immediate members of the family residing on the premises. The applicant is proposing additional employees, approximately 3 employees; however, there may be other management employees visiting the office/residence at various times during the day;
- 5) There shall be no outside storage of materials or products. The applicant proposes no outside storage;
- 6) 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 city traffic engineer. The applicant is proposing to operate the occupation for office use and management employees may be visiting the home occupation. During staffs inspections, there has been multiple vehicles parked in the circular driveway with others parked on the street;
- 7) No retail sales (items can be delivered). No retail sales proposed;
- 8) 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;
- 9) 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
- 10) The activity must take place at the location of which the permit was issued.

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 May 07, 2013 Planning and Zoning Commission meeting. There were neighbors present in opposition of the request. The applicant was not present.

Ms. Maria Walsh, in opposition, addressed the board with concerns with the amount of activity throughout the day. At numerous times of the day, she also indicated that people are coming in and out of the residence throughout the day, and vehicles parked at the location.

Ms. Cynthia Livigna, also in opposition, expressed concerns with the location of the property since it is located at the corner of Gardenia Avenue and North 2nd Street. She indicated that vehicles related to the business that park at the location create a safety issue with traffic traveling on North 2nd Street turning into Gardenia Avenue.

Following discussion of the item, the board unanimously voted to disapprove the request due to noncompliance with requirement #1 (applicant does not live at location) and #4 (exceeds number of employees) of Section 138-118(1) of the Zoning Ordinance. 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

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.



PEÑA ENGINEERING

1001 WHITEWING • P.O. BOX 4320

(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA



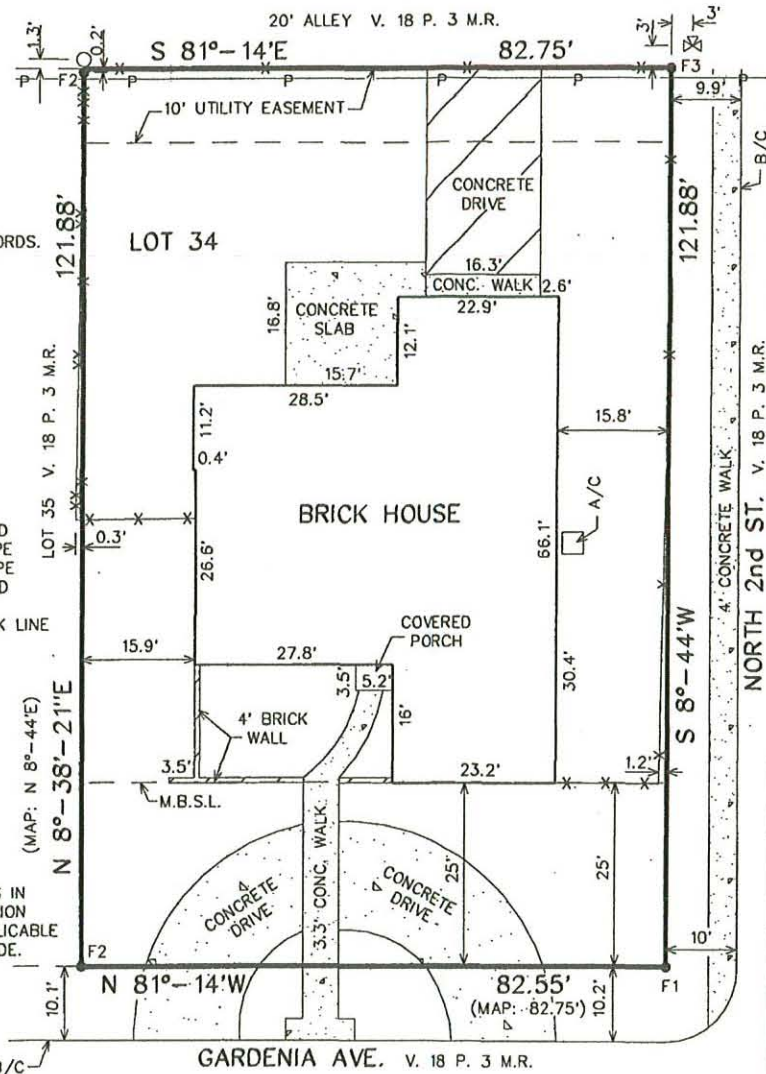
SCALE: 1"=20'
CAD: DAFFODILG34~H/JL

BASIS OF BEARING IS THE EAST LINE OF LOT 34, DAFFODIL GARDENS UNIT No. 5, VOLUME 18, PAGE 3, MAP RECORDS.

- LEGEND**
- F1 - FOUND 1/2" DIAMETER IRON ROD
 - F2 - FOUND 1/2" DIAMETER IRON PIPE
 - F3 - FOUND 3/4" DIAMETER IRON PIPE
 - B/C - BACK OF CONCRETE CURB AND GUTTER
 - M.B.S.L. - MINIMUM BUILDING SETBACK LINE
 - R.O.W. - RIGHT OF WAY
 - A/C - AIR CONDITIONER
 - P - POWER POLE LINE
 - X - X - 6' CEDAR FENCE
 - XX - XX - 6' CHAINLINK FENCE
 - - TELEPHONE PEDESTAL
 - ⊗ - FIRE HYDRANT

NOTES:

- 1.) EASEMENTS AND STATUTORY RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 3, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE.



BUYER'S NAME: WALID HAIDAR

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480343 0005 C
Map Revised: Nov. 2, 1982

- Zone "A" - This is to certify that this property is in a flood prone area.
- Zone "B" - This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
- Zone "C" - This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements except as shown on this plat. © copyright 2009 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this survey. Survey valid only if print has original seal and signature.

ADDRESS: 200 W. Gardenia Ave. McAllen, TX

LEGAL DESCRIPTION: All of Lot 34, DAFFODIL GARDENS, UNIT NO. 5, an Addition to the City of McAllen, Hidalgo County, Texas,

ACCORDING TO THE MAP RECORDED IN VOLUME 18 PAGE 3
OF THE Map RECORDS OF Hidalgo COUNTY, TEXAS.

4-1-09
DATE

REG. PROFESSIONAL LAND SURVEYOR No. 5242

REC

FEE



McAllen Municipal Court

Warning

1601 N. Bicentennial Blvd.

McAllen, TX 78501

(956) 681-2900

Ticket #
16962

Date: **2/20/13** Time: **10:24 AM** Issuer: **William Barceñas** ID # **9360**

Location/Block/Street: **200 V. Galdenia Ave** License Plate:

Permits

- Building
- Plumbing
- Electrical
- Mechanical

Work w/o Inspection

- Plumbing
- Electrical
- Mechanical
- Construction (com./res)

Performing Work w/o Lic.

- Plumbing
- Electrical
- Mechanical

Health

- Weedy Lot
- Accumulation of trash
- Stagnant Water
- Illegal Dumping
- Gross Unsanitary Cond.s
- Deposit of Wastes

Food/Retail

- No Certified Manager
- No Food Handling Cert.
- Hazardous Foods
- Selling Food w/o Permit
- Business on Sidewalks
- Display/Sale on St/Sidewalk
- Proh. Outdoor Display/Sale of Merch.
- No Garage Sale Permit

Zoning

- Sign Placed in ROW
- Signs w/o Permit
- Erecting Signs w/o Permit
- Proh. Portable Signs
- Front Yard Parking
- Fail to Obtain C.U.P.
- Expired C.U.P.
- Violation of C.U.P. Cond.

Animal

- Leash Law
- No Vaccinations

Fire

- Exceed Occupancy
- Blocked Exits
- Fail to Maintain Fire Alarm

Violation/Offense:

Violation/Offense:

Last Name: **Lewis** First Name: **Lawrence** Middle: **Deroy III**

Street Address: **200 W. Galdenia Ave** City: **McAllen** State: **TX** Zip: **78501**

Res. Phone: **566-6751** Sex: **M** DOB: **3/18/71** Age: **42** D.L. # **20905334** State: **TX**

Occupation: **Director** Employer: **I-HOP** Phone:

Business Address: **200 V. Galdenia** City: **McAllen** State: **TX** Zip: **78501**

I HEREBY PROMISE TO APPEAR BEFORE THE MUNICIPAL COURT ON OR BEFORE:

March, 20**13**

Signature: 

YOUR FAILURE TO APPEAR MAY CAUSE A CRIMINAL COMPLAINT TO BE FILED AGAINST YOU AND A WARRANT FOR YOUR ARREST WILL BE ISSUED.



IHOP Restaurants – South Texas
200 W Gardenia
McAllen, TX 78501

PH (956) 631-7040

FX (956) 631-4923

April 11, 2013

City of McAllen
Planning Department
First Floor
1300 Houston Ave
McAllen, TX 78501

To Whom It May Concern,

I, Walid Haidar, am owner & franchisee of the South Texas IHOP® conduct account payable from 200 West Gardenia Avenue, McAllen, TX 78501.

My step son, Joseph Fernandez, resided in the home and periodically helps with the business by being a bus boy and/or a runner between the local IHOP® stores.

There is an additional employee who comes to perform the accounts payable aspects of the business and at any given time there are four vehicles throughout the day. These four vehicles would be; Joseph's, the employee's, mine and there is a non-functional Mercedes Benz parked in the back fenced in drive way.

Thank you so much for your time and attention to this matter. Please let me know if there is anything further that is needed from me.

Sincerely,

Walid Haidar

A handwritten signature in blue ink that reads "Walid Haidar". The signature is stylized and includes a circular flourish at the end.



200 Gardenia Ave



IHOP Restaurants – South Texas
200 W Gardenia
McAllen, TX 78501

PH (956) 631-7040

FX (956) 631-4923

May 8, 2013

City of McAllen
Planning Department
First Floor
1300 Houston Ave
McAllen, TX 78501

To Whom It May Concern,

I, Walid Haidar, am owner & franchisee of the South Texas IHOP® requesting an appeal to be held at the Commission's Office for the denial of the permit number CPU 2013-0053 for 200 West Gardenia Avenue, McAllen, TX 78501.

Please let me know if there are additional steps to further the appeal process. Thank you so much for your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Walid Haidar", with a long, sweeping underline that extends across the page.

Walid Haidar



NOTICE
HOME BUSINESS
For
This Property
CUP2013-0053
City of McAllen Planning Dept - 681-1250
www.mcallen.net

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM 1C
 DATE SUBMITTED 5-17-13
 MEETING DATE 5-28-13

1. Agenda Item: Public Hearing regarding the proposed FY 2013-2017 Five-Year Consolidated Plan and Strategy and FY 2013-2014 Annual Action Plan including the proposed budget for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs.

2. Party Making Request: M. Piedad Martinez, CD Director

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Public hearing concerning the draft document of the Five-Year Consolidated Plan and Strategy and One-Year Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program.

4. Policy Implication: None

5. Budgeted: Yes No X N/A

Estimated Community Development Block Grant (CDBG)	\$1,601,178.00
Estimated HOME Investment Partnership (HOME)	419,332.00
Re-programmed Funds	<u>72,902.51</u>
TOTAL	<u>\$2,093,412.51</u>

6. Alternate option costs: N/A

7. Routing:

NAME/TITLE	INITIALS	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Brent Branham</u> Deputy City Manager	<u>BB</u>	<u>5/20/13</u>	<u>Yes</u>
b) <u>M. Piedad Martinez</u> x3200 CD Director	<u>MPM</u>	<u>5/17/13</u>	<u>Yes</u>

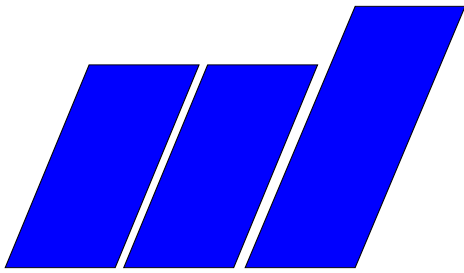
8. Staff Recommendation: Public Hearing Item only; No Action

9. Advisory Board: X Approved Disapproved None

10. City Attorney: Approved Disapproved X None

11. Manager's Recommendation: X Approved Disapproved None

12. Action Taken: Public Hearing only; final approval of budget and projects tentatively scheduled for Monday, June 24, 2013



MEMORANDUM

To: Mayor and City Commissioners
From: Janet Matthews-Landeros, Community Development Board Chair
Date: May 17, 2013
Subject: Solicitation of Comments/Public Hearing

Goal – The Community Development Council respectfully submits the following project recommendations for funding consideration.

Explanation – The City is required to complete and remit a Consolidated Plan and Strategy (CPS) to govern the use of HUD funds over the next 3-5 year period. The City has opted to create the document for FY 2013-2017. Based on community-wide surveys and needs assessment, staff developed the CPS (draft) which outline priorities, establishes goals and identify objectives and outcomes.

Further, in compliance with federal regulations governing citizen participation, the Community Development Council held several public hearings, had on-site visits with agencies, and had general committee meetings during the period of January through May 2013. After much discussion, review and deliberation of each application, the Community Development Council has identified the projects as those that qualify and merit funding for the 2013-2014 Program Year. ***Please see attachment.***

Because the City has not yet received its annual allocation, the Committee would like to further suggest that, should additional funds be available, the Kendlewood Ave. Drainage Improvement and Uvalde Trail and Landscaping projects (in order of preference) be given priority.

Options – At this point, the public has an opportunity to submit any comments related to the proposed recommendation. It is at the Commissions' discretion to determine their merit.

Recommendation – No action by the City Commission is required. This public hearing is held to solicit comments regarding the proposed recommendation of projects. Final approval of projects is tentatively scheduled for June 24, 2013.

Should you have any questions, please advise.

Thank you,
JML:MPM/ymb

FY 2013-2014 PROPOSED CDBG BUDGET

<u>HUD MATRIX CODE</u>	<u>PROJECT NAME</u>	<u>AMOUNT</u>
03D: YOUTH CENTERS/FACILITIES		
▪	Boys and Girls Club of McAllen Funds will be used for improvements to the Boys and Girls Club facility	\$300,000
03F: PARKS AND RECREATIONAL FACILITIES		
▪	Parks and Recreation Dept. – Wilson Elementary School Pavilion Funds will be used for the construction of a pavilion	\$75,000
▪	Parks and Recreation Dept. – Roosevelt Elementary School Pavilion Funds will be used for the construction of a pavilion	\$75,000
▪	Parks and Recreation Dept. – Trails at Uvalde Practice Fields Funds will construct walking/jogging trails at the Uvalde St. soccer complex	\$103,000
03J: WATER/SEWER IMPROVEMENTS		
▪	Engineering Dept. – Kendlewood Ave. Drainage Improvements II Funds will install drainage lines along Kendlewood & Hackberry between 19 th and 22½ nd	\$103,000
05: PUBLIC SERVICES (GENERAL)		
▪	McAllen Food Pantry Funds will be used for the purchase of food to be distributed via 5 pantries	\$34,000
▪	Silver Ribbon Community Partners Funds will pay for homeless prevention, medication, physician/dental visits, glasses, DME	\$5,000
▪	The Salvation Army Funds will be used for rent/utilities, food, transportation, medication assistance, work clothes, culinary arts supplies, shelter hygiene kits and baby diapers	\$5,000
05A: SENIOR SERVICES		
▪	Amigos Del Valle, Inc. Funds will be used for the delivery of noon meals to homebound elderly	\$ 9,800
▪	LRGVDC – Area Agency on Aging Funds will be used for medication, dentures and hearing aids for the elderly	\$5,000
▪	Senior Communities Outreach Services, Inc. Funds will be used for stipends to elderly who provide companionship	\$5,000
05D: YOUTH SERVICES		
▪	Boys and Girls Club of McAllen – Scholarship Program Funds will be used for membership, sports and/or summer camp scholarships	\$8,000
▪	Girl Scouts of Greater South Texas Funds will be used for membership dues, supplies and outreach specialist's salary	\$3,200
▪	LRGVDC – Foster Grandparent Program Funds will be used for stipends of elderly participants who mentor children	\$3,000
▪	“In His Steps” Shoe Bank of McAllen Funds will be used for the purchase of shoes for school-aged children	\$6,000
05F: SUBSTANCE ABUSE SERVICES		
▪	Palmer Drug Abuse Program Funds will be used for salaries, program activities and supplies	\$3,000
05G: BATTERED AND ABUSED SPOUSES		
▪	Women Together Foundation, Inc. – Transitional Supportive Housing Funds will be used for the Transitional Housing Coordinator and Caseworker salaries	\$10,000
05M: HEALTH SERVICES		
▪	Comfort House Services, Inc. Funds will be used for salaries of caregivers who provide palliative care	\$30,000
▪	Community HOPE Projects, Inc. Funds will be used for lab fees, surgeries and procedures and medication assistance	\$10,000

- **Dentists Who Care, Inc.** **\$15,000**
Funds will be used for dental services/care
- **Easter Seals – Rio Grande Valley** **\$10,000**
Funds will be used for occupational, physical &/or speech therapy and required supplies
- **LRGV Health Management Corp., Inc. (El Milagro Clinic)** **\$5,000**
Funds will be used for specialty and ancillary services
- **Planned Parenthood of Hidalgo County** **\$15,000**
Funds will be used for physical exams, pap tests, lab work and STI testing
- **Vannie E. Cook, Jr. Cancer Foundation** **\$8,000**
Funds will be used for medical services to children with cancer or other blood disorders

05N: ABUSED AND NEGLECTED CHILDREN

- **Children’s Advocacy of Hidalgo County** **\$10,000**
Funds will be used to provide services to victims of child abuse

13: DIRECT HOMEOWNERSHIP ASSISTANCE

- **Affordable Homes of South Texas, Inc. - Helping Hands Grants** **\$150,000**
Funds will be used for principle reduction grants to qualified households

14A: REHABILITATION; SINGLE-UNIT RESIDENTIAL

- **Affordable Homes of South Texas, Inc. – New Beginnings Program** **\$200,000**
Funds will be used for rehabilitation or life estate grants to qualified households

14G: ACQUISITION FOR REHABILITATION

- **Affordable Homes of South Texas, Inc.–Neighborhood Revitalization** **\$150,000**
Funds will be used for rehabilitation of properties for sale to qualified households

21A: GENERAL PROGRAM ADMINISTRATION

- **Administration** **\$318,080.51**
Funds will be used for program administration

FY 2013-2014 PROPOSED CDBG BUDGET

<u>HUD MATRIX CODE</u>	<u>PROJECT NAME</u>	<u>AMOUNT</u>
12: CONSTRUCTION OF HOUSING		
▪	Affordable Homes of South Texas, Inc. Funds will be used for the construction of homes throughout the City	\$377,400
21A: GENERAL PROGRAM ADMINISTRATION - HOME		
▪	Administration Funds will be used for HOME program administration	\$41,932

GRAND TOTAL \$2,093,412.51

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2A
 05/22/2013
 05/28/2013

1 Agenda Item: Approval of minutes.

2 Party Making Request: Annette Villarreal, City Secretary

3 Nature of Request: (Brief Overview) Attachments: Yes x No
 Approval of Minutes of Regular Meeting held May 13th and Special Meeting held May 15, 2013.

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No X N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u> Annette Villarreal </u> <u> City Secretary, TRMC </u>	<u> AV </u>	<u> 05/22/2013 </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: ABB Approved Disapproved None

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

The McAllen Board of Commissioners convened in a Regular Meeting on **Monday, May 13, 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, Assistant City Manager/PUB General Manager
Wendy Smith, Assistant City Manager
Annette Villarreal, City Secretary
Yvette Barrera City Engineer
Juli Rankin, Director of Planning
Victor Rodriguez, Police Chief
Rafael Balderas, Fire Chief
Sally Gavlik, Director of Parks and Recreation
Sandra Zamora, Director of Purchasing
Carlos Sanchez, Public Works Director
Phil Brown, Director of Aviation

CALL TO ORDER

Mayor Cortez called the meeting to order.

PROCLAMATIONS

PEACE OFFICERS' MEMORIAL WEEK

Mayor Pro Tem Ramirez read and presented a proclamation for *Peace Officers' Memorial Week*.

NATIONAL PUBLIC WORKS' WEEK

Commissioner Crane read and presented a proclamation for *National Public Works' Week*

HISTORIC PRESERVATION MONTH

Commissioner Barrera read and presented a proclamation for *Historic Preservation Month*.

1. PUBLIC HEARING:

Mayor Cortez called the Public Hearing to order.

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

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

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

REQUEST OF MARK GILL, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE APRIL 16, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NAIL SALON AND BAR AT LOT A, RIDGE CROSSING #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 2000 SOUTH MCCOLL ROAD, UNIT L.

Granted a variance to the distance requirement and approved a Conditional Use Permit, for one year, for a Nail Salon and Bar at 2000 South McColl Road, Unit L, 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:

- 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. from residential zones/uses;
- 2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential-sized streets. The establishment is located on South McColl Road and does not generate traffic into residential areas;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance at a minimum, and make provisions to prevent the use of adjacent streets for parking. Based on the square footage for the nail salon, 8 parking spaces are required; 120 parking spaces are provided on site as part of the common parking area for the development. There is a party center being proposed in the same commercial building for which the conditional use permit is also on this agenda. The party center will be utilizing 3,487 sq. ft. of lease space and will require 35 parking spaces. The church requires 25 parking spaces for a total of 68 parking spaces required for the three uses, leaving 52 spaces available;
- 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 number of persons allowed will be determined at time of building permit.

B) CONDITIONAL USE PERMIT:

REQUEST OF PERLA P. MARTINEZ, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE APRIL 16, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A PARTY CENTER AT LOT A, RIDGE CROSSING #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 2000 SOUTH MCCOLL ROAD, UNITS M & N.

Said item was withdrawn.

C) PUBLIC HEARING TO CONSIDER A VARIANCE FROM SECTION 6-2 OF THE ALCOHOLIC BEVERAGE CODE, FOR LOT A, RIDGE CROSSING #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 2000 SOUTH MCCOLL ROAD, SUITE L.

Staff recommended approval of the variance from Section 6-2 of the Alcoholic Beverage Code at 2000 South McColl Road, Suite L.

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

Mayor Cortez declared the public hearing closed on said item.

D) CONSIDER APPROVAL OF A VARIANCE REQUEST FROM SECTION 6-2 OF THE ALCOHOLIC BEVERAGE CODE AT LOT A, RIDGE CROSSING #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 2000 SOUTH MCCOLL ROAD, SUITE L.

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

E) PUBLIC HEARING TO CONSIDER A VARIANCE FROM SECTION 6-2 OF THE ALCOHOLIC BEVERAGE CODE, FOR LOT 4, BLOCK 56, NORTH MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 120 NORTH BICENTENNIAL BOULEVARD.

Staff recommended approval of the variance from Section 6-2 of the Alcoholic Beverage Code at 120 North Bicentennial Boulevard.

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

Mayor Cortez declared the public hearing closed on said item.

F) CONSIDER APPROVAL OF A VARIANCE REQUEST FROM SECTION 6-2 OF THE ALCOHOLIC BEVERAGE CODE, FOR LOT 4, BLOCK 56, NORTH MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 120 NORTH BICENTENNIAL BOULEVARD.

Commissioner Barrera moved to approve the variance as recommended. Commissioner Crane 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.]*

Commissioner Crane moved to approve the items listed on the Consent Agenda with exception of items F & G and that said items be addressed separately. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

A) APPROVAL OF MINUTES OF SPECIAL MEETING HELD APRIL 16TH AND REGULAR MEETING HELD APRIL 22, 2013.

Approved the Minutes of Special Meeting held April 16th and Regular Meeting held April 22, 2013, as submitted.

B) CONFIRMATION AND APPOINTMENT OF NOMINEE TO BUILDING BOARD OF ADJUSTMENTS.

Confirmed the appointment of Miguel Chanin to the Building Board of Adjustments as nominated by Mayor Pro Tem Salinas.

C) APPROVAL OF TAX REFUNDS OVER \$500 FOR:

1. DAVID & MARY AULT

Approved a tax refund in the amount of \$544.99.

2. E.J. DESUTTER

Approved a tax refund in the amount of \$609.28.

3. WELLS FARGO BANK - MIGUEL BRAVO

Approved a tax refund in the amount of \$1,577.82.

D) CONSIDER AUTHORIZING THE INCREASE OF P-CARD SINGLE TRANSACTION DOLLAR LIMIT FROM \$1,000 TO \$2,500.

Approved the increase of P-Card Single Transaction Dollar Limit from \$1,000 to \$2,500.

E) APPROVAL OF CHANGE ORDER NO. 1 FOR BICENTENNIAL TRAIL PROJECT.

Approved Change Order No. 1 to Vision Construction Co., Inc. in the amount of \$8,739.87, for the Bicentennial Trail Project.

F) AWARD OF SUPPLY CONTRACT FOR THE PURCHASE OF TIRES.

Staff recommended award of multiple supply contracts for the Purchase of Tires as follows:

A to Z Tires for items 3-6, 13-16, 19, 21, 26-27, 31, 41-44

Southern Tire Mart for items 1-2, 7-10, 12, 17, 20, 22, 28-29, 32, 35-36, 38, 40

Tire Centers LLC for items 18, 23-25, 33-34, 37

Additionally, staff recommended the rejection of items 11 and 39 and authorization to rebid those items.

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

G) CONSIDER APPROVAL OF A CHANGE ORDER PROVIDING FOR A COST DECREASE TO THE PURCHASE CONTRACT FOR ONE (1) PRE-OWNED MODEL TROMMEL SCREEN FOR THE COMPOSTING FACILITY OF PUBLIC WORKS.

Staff recommended approval of a change order for a cost decrease of \$3,000 to the purchase contract for one (1) Pre-owned Model Trommel Screen for the Composting Facility of Public Works.

Commissioner Darling moved to approve the change order as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously.

H) CONSIDERATION OF APPROVAL OF AN AMENDMENT TO CHANGE ORDER NO. 1 AND FINAL RECONCILIATION OF QUANTITIES FOR THE BICENTENNIAL BOULEVARD PAVING IMPROVEMENTS PROJECT.

Approved an amendment to Change Order No. 1 and Final Reconciliation of Quantities in the deduct amount of \$3,000 with no additional calendar days for the Bicentennial Boulevard Paving Improvements Project, for a final amended contract amount of \$593,846.89 and final contract time of 37 calendar days.

I) RESOLUTION SUPPORTING THE DRAFT ENVIRONMENTAL IMPACT STATEMENT TO ALLOW SPACE EXPLORATIONS TECHNOLOGIES INC.

(SPACE X), TO LAUNCH THE FALCON 9 AND FALCON HEAVY ORBITAL VERTICAL LAUNCH VEHICLES AND A VARIETY OF SMALLER REUSABLE SUBORBITAL LAUNCH VEHICLES FROM A LAUNCH SITE ON PRIVATELY-OWNED PROPERTY IN CAMERON COUNTY.

Approved a resolution supporting the Draft Environmental Impact Statement to allow Space Explorations Technologies Inc., to launch the Falcon 9 and Falcon Heavy Orbital Vertical Launch Vehicles and a variety of smaller reusable suborbital launch vehicles from a launch site on privately-owned property in Cameron County.

- J) RESOLUTION AUTHORIZING THE ACCEPTANCE OF 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.**

Approved a resolution authorizing the acceptance of 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. The grant award is proposed to be utilized for re-grading the existing man-made drainage ditch to the north of Redwood Avenue from N. 49th Street to N. 51st Street. The total award amount requested is \$190,013 with a local match requirement of \$63,337 (25%) for total project cost of \$253,351.

- K) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS SCHOOL SAFETY CENTER ON BEHALF OF THE DEPARTMENT OF STATE HEALTH SERVICES, FOR FUNDING UNDER THE FY 2014 TOBACCO ENFORCEMENT PROGRAM.**

Approved a resolution authorizing the submittal of a grant application to the Texas Department of State Health Services, for funding under the FY 2014 Tobacco Enforcement Program. The grant award is proposed to support activities to reduce the extent of tobacco which cigarettes and tobacco products are illegally sold or distributed to persons younger than 18 years of age.

- L) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS, CRIME VICTIM SERVICES DIVISION, FOR FUNDING UNDER FISCAL YEARS 2013 AND 2014 VICTIM COORDINATOR AND LIAISON GRANT PROGRAM.**

Approved a resolution authorizing the submittal of a grant application to the Office of the Attorney General of Texas, Crime Victim Services Division, for funding under Fiscal Years 2013 and 2014 Victim Coordinator and Liaison Grant Program. The grant award is proposed for funding to support the salary and fringe benefits of the McAllen Police Department's Crime Victim Liaison for a two-year period. The grant request is in the amount of \$81,952 with no local match requirement.

- M) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE**

PROGRAMS, UNDER THE FY 2013 BULLETPROOF VEST PARTNERSHIP PROGRAM.

Approved a resolution authorizing the submittal of a grant application to the U.S. Department of Justice, Office Programs, under the FY 2013 Bulletproof Vest Partnership Program. The grant request is to receive 50% reimbursement on the purchase of bullet proof vests. The grant request is for \$3,0371.31 with a local match requirement of \$3,037.31 for a total of \$6,074.62.

N) CONSIDERATION APPROVAL OF A VARIANCE REQUEST TO THE SUBDIVISION PROCESS REQUIREMENT AT COUNTRY CLUB TERRACE, LOT 93, N. 85.3 FT. AT 2200 S. AUGUSTA SQUARE WEST.

Approved a variance to not require the subdivision process requirement at 2200 S. Augusta Square West.

3. BIDS/CONTRACTS:

A) AUTHORIZATION TO OPEN SINGLE BID AND CONSIDER AWARD OF SERVICE CONTRACT FOR POLYGRAPH EXAMINATION PROJECT.

Staff recommended authorization to open single bid and award the service contract for Polygraph Examination if the service contract is consistent with the current contract and within budget.

Mayor Pro Tem Salinas moved to authorize the opening of the single bid from Continental Polygraph Service. Commissioner Barrera seconded the motion. The motion carried unanimously.

Staff announced a bid amount of \$275 for Criminal Investigation and \$175 for Pre-employment. Staff recommended award of bid to the single bidder as the bid was in line with the previous year contract.

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

B) AWARD OF CONTRACT FOR RETIREE HAVEN SUBDIVISION DRAINAGE IMPROVEMENTS.

Staff recommended award of contract for Retiree Haven Subdivision Drainage Improvements to 2G, LLC, in the amount of \$1,734,292.07 and to be constructed in no more than 150 working days.

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

C) CONSIDER APPROVAL OF REIMBURSEMENT CONTRACT WITH T5, INC. AND TAVAMASO FOR IMPROVEMENTS ASSOCIATED WITH RETIREE HAVEN PAVING AND DRAINAGE IMPROVEMENTS.

Staff recommended approval of a Reimbursement Contract with T5 Inc. and Tavamaso in the amount of \$59,700 for participation with improvements associated with Retiree Haven Subdivision Paving and Drainage Improvements.

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

4. MANAGER’S REPORT:

A) CONSIDER CONTRIBUTION FOR THE REGIONAL MOBILITY PLAN UPDATE.

Staff recommended approval of the City’s contribution for the Regional Mobility Plan update in the amount of \$30,000 as proposed by the Valley Partnership.

A brief discussion was held.

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

B) CONSIDER AUTHORIZATION TO DECLARE UNIT #FD-613 AS SURPLUS AND DONATE TO SOUTH TEXAS COLLEGE.

Staff recommended authorization to declare Unit FD-613 as surplus and donate to South Texas College.

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

C) FUTURE AGENDA ITEMS.

Staff mentioned that no workshop would be held on May 28th as the swearing in of the newly elected officials would take place at 5:00 pm.

PUBLIC COMMENT SESSION

Mr. Bernie Saenz addressed the City Commission.

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

On behalf of the Presiding Officer, the City Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.087 Economic Development for Items 5B, 5E, 5F and 5G; Section 551.071 Consultation with Attorney for Items 5A, 5D, 5E, 5N and 5O; and Section 551.072 Deliberation regarding Real Property for Items 5C, 5H, 5I, 5J, 5K, 5L and 5M.

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

Mayor Cortez recessed the meeting at 6:56 pm to go into Executive Session. Mayor Cortez reconvened the meeting at 8:20 pm and announced the action on Executive Session items.

- A) CONSULTATION WITH CITY ATTORNEY REGARDING REQUEST FOR PROPOSALS FOR OLD CIVIC CENTER REDEVELOPMENT. (SECTION 551.071, T.G.C.)**

Mayor Pro Tem Ramirez moved to designate Property Commerce as the successful proposer for the Old Civic Center Redevelopment and instructed staff to begin negotiations for a development agreement with that entity. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

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

Commissioner Barrera moved to authorize staff to present the contract for economic development to the developer in Project Next Level within the parameters discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- C) DISCUSSION AND POSSIBLE ACTION ON AWARD OF BID PROPOSAL FOR SALE OF LOT 11B, MCALLEN CONVENTION CENTER. (SECTION 551.072, T.G.C.)**

Commissioner Barrera moved to authorize the City Manager and City Attorney to meet with the owners of the entity that submitted the sole proposal for development of Lot 11B at the Convention Center and to bring back a proposed agreement if possible. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

- D) CONSULTATION WITH CITY ATTORNEY REGARDING CIVIL ACTION NO. M-13-175; ALLEN J. MCCLEAF VS. CITY OF MCALLEN, PARKS AND RECREATION DEPARTMENT, SALLY GAVLIK, DIRECTOR, LLEA O'DONNELL, POOL MANAGER, ET AL. (SECTION 551.071, T.G.C.)**

Commissioner Barrera moved to authorize the City Attorney or the appropriate outside attorney to defend the City and the two City employees in that lawsuit. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- E) CONSIDERATION AND CONSULTATION WITH LEGAL COUNSEL REGARDING ECONOMIC DEVELOPMENT PROJECT POMPEII. (SECTION 551.087 AND 551.071, T.G.C.)**

Report only.

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

Mayor Pro Tem Ramirez moved to authorize the McAllen Economic Development Corporation to offer Economic Incentives to both of those entities per the parameters discussed in Executive Session. Commissioner Ingram seconded the motion. The motion carried unanimously.

G) DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC INCENTIVES FOR NORTH AMERICAN DIAPER COMPANY, LLC. (SECTION 551.087, T.G.C.)

Mayor Pro Tem Ramirez moved to authorize the President of the McAllen Economic Development Corporation to offer economic incentives per the parameters discussed in Executive Session. Commissioner Ingram seconded the motion. The motion carried unanimously.

H) DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE POSSIBLE SALE OF 300 ACRES ON WARE ROAD AND MONTE CRISTO. (SECTION 551.072, T.G.C.)

No action.

I) DISCUSSION AND POSSIBLE ACTION TO CONSIDER MAKING AN OFFER TO ACQUIRE A 12.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 3, BLOCK 5, HIDALGO CANAL COMPANY. (SECTION 551.072, T.G.C.)

Commissioner Ingram moved to authorize the City Attorney to offer the additional amount for that property so long as the total amount does not exceed the maximum discussed in Executive Session. Commissioner seconded the motion. The motion carried unanimously.

J) DISCUSSION AND POSSIBLE ACTION TO CONSIDER ENTERING INTO AN AGREEMENT WITH THE OWNER OF A TRACT OF LAND OUT OF LOT 149, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY SUBDIVISION. (SECTION 551.072, T.G.C.)

Commissioner Ingram moved to authorize the City Staff to accept the dedication of the right-of-way and development of the road with the conditions that the land owner requested as discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

K) DISCUSSION AND POSSIBLE ACTION TO CONSIDER ENTERING INTO A SALES CONTRACT AND AUTHORIZING THE CITY MANAGER BY RESOLUTION, TO COMPLETE THE TRANSACTION TO ACQUIRE LOT 15, BLOCK 5, WHITEWING ADDITION, UNIT NO. 1, AND ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS. (SECTION 551.072, T.G.C.)

Commissioner Barrera moved to authorize the City Manager and City Attorney's Office to close on the property so long as the total amount does not exceed the amount discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

L) DISCUSSION AND POSSIBLE ACTION REGARDING THE POSSIBLE ACQUISITION OF A TRACT OF LAND 60 FEET NORTH AND SOUTH AND

**160 FEET EAST AND WEST OF THE NORTHWEST CORNER OF LOT 177,
JOHN H. SHARY SUBDIVISION. (SECTION 551.072, T.G.C.)**

Commissioner Barrera moved to authorize the City Manager and City Attorney's Office to close on the property so long as the total amount does not exceed the amount discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- M) DISCUSSION AND POSSIBLE ACTION TO CONSIDER MAKING AN OFFER TO ACQUIRE 25,907.25 SQUARE FEET OUT OF LOT 3, BLOCK 4, A.J. MCCOLL SUBDIVISION, HIDALGO CANAL COMPANY. (SECTION 551.072, T.G.C.)**

No action.

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

No action.

- O) CONSULTATION WITH THE CITY ATTORNEY REGARDING A POSSIBLE LEASE WITH THE EMBAJADA DE HONDURAS FOR SECTION B OF THE BUILDING ON 709 S. BROADWAY. (SECTION 551.071, T.G.C.)**

Commissioner Barrera moved to authorize the City Attorney to negotiate the lease with the Country of Honduras for occupation of the Consulate Office on Broadway as discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 8:23 p.m.

Richard Cortez, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

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

The McAllen Board of Commissioners and the McAllen Public Utility Board convened in a Special Joint Meeting on **Wednesday, May 15, 2013** at 5:30 pm at McAllen City Hall Third (3rd) Floor Commission Chambers, with the following present:

Aida Ramirez	Mayor-Pro Tem
Hilda Salinas	Mayor-Pro Tem
Marcus Barrera	Commissioner
Scott Crane	Commissioner
John Ingram	Commissioner

Absent:	Richard Cortez	Mayor
	Jim Darling	Commissioner

McAllen Public Utility Board:

Charles Amos	Chairman
Ernest Williams	Vice Chairman
Trey Pebley	Trustee

Absent:	Tony Aguirre	Vice-Chair
---------	--------------	------------

Staff:	Mike R. Perez	City Manager
	Roy Rodriguez	Utility General Manager
	Kevin Pagan	City Attorney
	Brent Branham	Deputy City Manager
	Annette Villarreal	City Secretary
	Perla Zamora	Deputy City Secretary
	Edith Shelton	Assistant to the Utility Board Secretary

CALL TO ORDER

Mayor Pro Tem Ramirez and Chairman Amos called the joint meeting to order.

1. OFFICIAL CANVASS OF ELECTION RETURNS FOR THE CITY'S GENERAL ELECTION HELD MAY 15, 2013.

The City Secretary distributed a spreadsheet depicting the election returns for the City's General and Special Election held May 15, 2013, and read the total votes cast for each candidate as follows:

FOR MAYOR:

Jim Darling - 4214

JIM DARLING was an unopposed candidate for the election to office and is hereby certified to be elected to the Board of Commissioners of the City of McAllen and shall commence his term of office upon adoption of the ordinance and the swearing to the oaths as required by law.

CITY COMMISSIONER DISTRICT ONE:

Scott Crane - 886
Ruben Daniel Elizondo - 290

Scott Crane having received a majority of votes cast is hereby certified to be elected to the Board of Commissioners of the City of McAllen and shall commence his term of office upon adoption of the ordinance and the swearing to the oaths as required by law.

CITY COMMISSIONER DISTRICT TWO:

Trey Pebley - 595

TREY PEBLEY was an unopposed candidate for the election to office and is hereby certified to be elected to the Board of Commissioners and shall commence his term of office upon adoption of the ordinance and the swearing to the oaths as required by law.

CITY COMMISSIONER DISTRICT THREE:

Omar Quintanilla - 333
Hilda Salinas - 386

Hilda Salinas having received a majority of votes cast is hereby certified to be elected to the Board of Commissioners and shall commence her term of office upon adoption of the ordinance and the swearing of the oaths as required by law.

CITY COMMISSIONER DISTRICT SIX (UNEXPIRED TERM):

Sonia A. Falcon - 395
Veronica Vela Whitacre - 906

Veronica Vela Whitacre having received a majority of votes cast is hereby certified to be elected to the Board of Commissioners and shall commence her term of office upon adoption of the ordinance and the swearing of the oaths as required by law.

McALLEN PUBLIC UTILITY BOARD TRUSTEE PLACE A:

Hiram A. Gutierrez - 2294
Charles Amos - 2468

Charles Amos having received a majority of votes cast is hereby certified to be elected to the McAllen Public Utility Board and shall commence his term of office upon adoption of the ordinance and the swearing to the oaths as required by law.

McALLEN PUBLIC UTILITY BOARD TRUSTEE PLACE D:

Jaime Enriquez - 2181
Ernest Williams - 2707

Ernest Williams having received a majority of votes cast is hereby certified to be elected to the McAllen Public Utility Board and shall commence his term of office upon adoption of the order and the swearing to the oaths as required by law.

McALLEN PUBLIC UTILITY BOARD TRUSTEE PLACE C (UNEXPIRED TERM):

Albert Cardenas – 3940

Albert Cardenas was an unopposed candidate for the election to office and is hereby certified to be elected to the McAllen Public Utility Board and shall commence his term of office upon adoption of the ordinance and the swearing to the oaths as required by law.

A copy of the official results is attached hereto and made part of the official minutes as “Exhibit A”.

2. ADOPTION OF A PUB ORDER CERTIFYING THE OFFICIAL ELECTION RETURNS - MPUB TRUSTEES PLACE 1 AND PLACE 4.

Chairman Amos recommended adoption of an order certifying the official election results for McAllen Public Utility Board Trustee Places A, D and C (unexpired term) as part of the City’s General and Special Election held May 11, 2013, as canvassed.

Trustee Pebley moved to adopt the order as recommended. Vice Chairman Williams seconded the motion. The motion carried unanimously by those present.

3. ADOPTION OF AN ORDINANCE CERTIFYING THE OFFICIAL ELECTION RETURNS.

Mayor Pro Tem Ramirez recommended adoption of an ordinance certifying the official election results for the General and Special City Election held May 11, 2013, as canvassed.

Commissioner Barrera moved to adopt the ordinance as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously by those present.

At this time, Mayor Pro Tem Ramirez presented Certificates of Election to the newly-elected officials present.

ADJOURNMENT

There being no further business to come before the boards, the meeting was unanimously adjourned at 5:40 pm.

Aida Ramirez, Mayor Pro Tem

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

C

2B

CITY COMMISSION _____
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM _____
 DATE SUBMITTED 5/22/13
 MEETING DATE 5/28/13

1. Agenda Item: Award of Contract – Supply Contract for Purchase of Aluminized Protective Jackets and Trousers
 Project No. 05-13-SP19-163

2. Parties Making Requests: Fire Chief Rafael Balderas

3. Nature of Request: (Brief Overview) Attachments: Yes No
Request authorization to award a Supply Contract for the purchase of Aluminized Protective Jackets and Trousers for Airport Rescue Firefighting from the low bidder Wilson Fire/Rescue from New Braunfels, TX at a Unit Price of \$1,528 per set. If approved, staff is requesting authorization upon City Manager's approval to exercise the option to extend the Supply Contract for two (2) additional years, in one (1) year increments, if the performance of the successful vendor is satisfactory and the unit price(s) remain unchanged. Items to be awarded as noted on the attached bid tabulation. Staff is also requesting authorization to terminate such contract(s) with City Manager's approval in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

4. Policy Implication: Texas Commission on Fire Protection

5. Budgeted: Yes No N/A
 Account #011-2020-426-66-20 \$16,000 and 011-2020-423-62-22 \$6,170 Total of \$22,170.00

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u> <u>YES/NO</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	Jerry W. Dale Finance Director	_____	<u>05-20-13</u>	_____
b)	Rafael Balderas Fire Chief	<u>RB</u>	<u>05-20-13</u>	<u>YES</u>
c)	Sandra Zamora, CPM, Director Purchasing & Contracting	<u>SZ</u>	<u>05-20-13</u>	<u>Yes</u>

8. Staff Recommendation: Staff recommends approval of Supply Contract for the purchase of Aluminized Protective Jackets and Trousers for Airport Rescue Firefighting from Wilson Fire / Rescue for \$1,528 per set.

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None

12. PUB's Recommendation: Approved Disapproved None

13. Action Taken: _____



MEMORANDUM

TO: Mike Perez, City Manager

FROM: Rafael Balderas, Fire Chief *RB*

DATE: May 16, 2013

SUBJECT: Project No. 05-13-SP19-163 - ARFF Jackets and Trousers

Goal:

The McAllen Fire Department is requesting authorization to award a Supply Contract for the purchase of Aluminized Protective Jackets and Trousers for Airport Rescue Firefighting from the low bidder Wilson Fire/Rescue from New Braunfels, TX at a Unit Price of \$1,528 per set. If approved, staff is requesting authorization upon City Manager's approval to exercise the option to extend the Supply Contract for two (2) additional years, in one (1) year increments, if the performance of the successful vendor is satisfactory and the unit price(s) remain unchanged. Items to be awarded as noted on the attached bid tabulation. Staff is also requesting authorization to terminate such contract(s) with City Manager's approval in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

Brief Explanation of item:

On January 8, 2013 the McAllen Fire Department was visited by a representative from the Texas Commission on Fire Protection (TCFP) who advised us that our Aluminized Protective gear for Airport Rescue Firefighting has a life span of 5 years and our current gear was about to expire. In order to be in compliance with TCFP, the Department needs to replace the Aluminized gear that is expired.

Options:

- 1.) The City Commission may choose to approve the Supply Contract for the Purchase of Aluminized Protective Jackets and Trousers for Airport Rescue Firefighting.
- 2.) The City Commission may choose to decline the award of a Supply Contract for the purchase of Aluminized Protective Jackets and Trousers for Airport Rescue Firefighting and provide staff with further direction.

Recommendation:

Staff recommends approval as recommended in GOAL area.



CITY OF McALLEN

BID OPENING: MAY 07, 2013 at 1:00 P.M.

LOCATION: Conference Room

Project #05-13-SP19-163 ARFF - JACKETS AND TROUSERS

BIDDERS:	PREVIOUS CONTRACT PRICING(TOTAL FIRE)	★ WILSON FIRE/RESCUE NEW BRAUNFELS, TX	CASCO INDUSTRIES, INC. HOUSTON, TX	CASCO INDUSTRIES, INC. HOUSTON, TX
JACKET(S), ALUMINIZED PROTECTIVE ARFF (BIDDER IS TO SPECIFY MFG & MODEL # IN THE COMMENTS AREA OF THE BID FORM BIDDING PORTAL, INDICATE # OF DAYS TO DELIVER ITEM AFTER RECEIPT OF ORDER)	2007 \$718.72	 \$729.00	 \$958.92	ALTERNATE BID \$1,065.77
MANUFACTURER/MODEL	MORNING PRIDE #76Q2	LION APPAREL / AERO-LIBERTY	GLOBE / 31853-F	QUANTUM 3D SL2i THERMAL LINER & CROSSTECH 3 LAYER MOISTURE BARRIER
TROUSER(S), ALUMINIZED PROTECTIVE ARFF (BIDDER IS TO SPECIFY MFG & MODEL # IN THE COMMENTS AREA OF THE BID FORM BIDDING PORTAL, INDICATE # OF DAYS TO DELIVER ITEM AFTER RECEIPT OF ORDER)	 \$573.30	 \$799.00	 \$801.01	 \$894.64
MANUFACTURER/MODEL		LION APPAREL / AERO-LIBERTY	GLOBE / 41853-F	QUANTUM 3D SL2i THERMAL LINER & CROSSTECH 3 LAYER MOISTURE BARRIER
TOTAL COST COMPLETE SET	 \$1,292.02	★ \$1,528.00	 \$1,759.93	 \$1,960.41
DELIVERY	30-90 DAYS	45 - 60 DAYS	45-60 DAYS	45-60 DAYS
HARDCOPY OF BID SUBMITTED	YES	YES	YES	NO
ELECTRONIC BID SUBMITTED	NOT APPLICABLE	YES	YES	YES

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

20

CITY COMMISSION	<u>X</u>	AGENDA ITEM	
UTILITY BOARD	_____	DATE SUBMITTED	<u>5/22/13</u>
OTHER	_____	MEETING DATE	<u>5/28/13</u>

1. Agenda Item: The McAllen Fire Department is requesting a budget amendment of \$16,964 in order to comply with the Collective Bargaining Agreement.

2. Parties Making Requests: Fire Chief Rafael Balderas

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

4. Policy Implication _____

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

Account # 011-2020-423.62-18

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u> <u>YES/NO</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	Mike R. Perez City Manager	_____	_____	_____
b)	Jerry W. Dale Finance Director	_____	_____	_____
c)	Rafael Balderas Fire Chief	<u>RB</u>	_____	_____

8. Staff Recommendation: Staff recommends approving the budget amendment in order to comply with the Collective Bargaining agreement. relating to Uniform Allowance

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: JA Approved _____ Disapproved _____ None

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

12. PUB's Recommendation: _____ Approved _____ Disapproved _____ None

13. Action Taken: _____

MEMORANDUM

TO: Mike Perez, City Manager

FROM: Rafael Balderas, Fire Chief

DATE: May 16, 2013

SUBJECT: Budget Amendment

Goal:

The McAllen Fire Department is requesting a budget amendment of \$16,964 for Account # 011-2020-423.62-18 Clothing and Uniforms in order to comply with the Collective Bargaining Agreement.

Brief Explanation of item:

The baseline amount for Account # 011-2020-423.62-18 is \$81,436. During negotiations, it was agreed to increase the uniform amount from \$550 for each Firefighter, to \$600. There are 164 Firefighters requiring \$98,400 to comply with the contracted amount.

Options:

- 1.) The City Commission may choose to decline the budget amendment.
- 2.) The City Commission may choose to approve the budget amendment.

Recommendation:

Staff recommends approving the budget amendment in order to comply with the Collective Bargaining Agreement.

Calculation Sheet

Budgeted amount for FY 12-13

011-2020-423.62-18 Clothing & Uniforms	\$81,436
--	----------

Negotiated Amount

(Number of FF) 164 X \$600=	\$98,400
-----------------------------	----------

Budget Amendment Request

\$98,400 - \$81,436=	\$16,964
----------------------	----------

New baseline for line item 011-2020-423.62-18 should be \$98,400.

CITY OF McALLEN
BUDGET AMENDMENT REQUEST FORM
FISCAL YEAR 2012-2013

DATE OF ENTRY
 ENTRY MADE BY
 JOURNAL ENTRY #
 AA UPDATE DATE

To be assigned by Finance Dept.

FUND: GENERAL

DEPARTMENT: FIRE

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debt	Credit	Revised Budget
011	2020	423	6218		CLOTHING & UNIFORM	\$ 81,436		\$ 16,964	\$ 98,400
11	0000	290	9900		GENERAL FUND	\$ 38,505,785	\$ 16,964		\$ 38,488,821
TOTALS						\$ 38,587,221	\$ 16,964	\$ 16,964	\$ 38,587,221

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION: \$16,964-Increase Clothing & Uniforms line item in order to comply with the Collective Bargaining Agreement.

Department Head Approval

5/16/2013

Signature:  Date

Finance Department

Signature _____ Date _____

City Manager

Signature _____ Date _____

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: \$16,964.00 FOR CLOTHING AND UNIFORMS TO COMPLY WITH FIRE COLLECTIVE BARGAINING AGREEMENT.

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 27th day of May, 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 May, 2013.

CITY OF McALLEN, TEXAS

James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Approved as to form:

Kevin D. Pagan, City Attorney

11. Maintenance of equipment and clothes supplies
12. First responder operations
13. Flood condition traffic control under emergency conditions

Section 2. After one year from the date of this Agreement, the parties will convene a Labor Relations Committee meeting to evaluate the cost effectiveness of requiring fire fighters to paint hydrants.

ARTICLE NO 29: HEALTH AND SAFETY

Section 1. It is the desire of the Employer and the Association to maintain a high degree of health and safety standards in the Fire Department in order to eliminate as much as possible illness, injuries and death. The Employer and the Association agree to work together to develop a standard operating procedure for administering physical exams based on NFPA 1582.

Section 2. Management will provide the opportunity for proper training of employees.

ARTICLE NO 30: UNIFORMS / UNIFORM MAINTENANCE

Section 1. The Department shall institute a summer uniform policy for use by Fire Department personnel.

Section 2. The City shall credit every fire fighter up to the amount of \$600 for each fiscal year to purchase uniforms; provided however, if an employee wishes to purchase uniforms in excess of the \$600, the employee shall be allowed to pay the difference for and purchase same. The following items shall be made available for purchase:

1. Uniform pants (EMS style utility pants)
2. Class B shirts (long sleeve and short sleeve)
3. Class C T-shirts (long sleeve and short sleeve)
4. Exercise shorts
5. Uniform baseball cap (and boonie style hat)
6. Leather belt
7. Set of linen
8. Pillow
9. Summer uniform shorts
10. Polo style summer uniform shirts
11. Gear bag
12. Running shoes
13. Working boots with steel toes
14. Wind breaker

15. Warm ups
16. Rescue gloves
17. Coveralls
18. Safety glasses
19. Class A Dress uniform

- Section 3. Each firefighter shall order replacement gear through the department Administrative Chief, until such time as an on-line purchasing system is available. The cost of replacement gear shall be deducted from the individual's credit. The employees shall strive to ensure the highest level of safeguarding of all assigned uniforms. Uniform insignia shall be the sole responsibility of the department. Any used uniforms that are suitable for maintenance will be kept by the fire fighter to be used for maintenance.
- Section 4. The City shall provide firefighting apparel to all members of the bargaining unit. All protective gear shall meet the requirements of the National Fire Protection Association (NFPA) and National Bureau of Standards (NBS). Fire fighting apparel shall consist of bunker coat, bunker pants, helmet, chin strap, shield, suspenders, gloves, firefighting boots, nomex hood and a suitable flashlight. Reason for replacement shall be damage occurring during the performance of duties, wear and tear and resizing. The employee shall report any lost or damaged apparel which the city shall replace or repair the items.
- Section 5. The Fire Chief may require that the dress Class A uniform be worn by all members of the Fire Department on "special occasions", such as national holidays, parades, ceremonies, visits to the Department by dignitaries and / or formal inspections provided that these uniforms are issued by the City. Employees shall keep the dress uniforms and / or work uniforms in good conditions. Use of any part of the uniform for outside employment is expressly prohibited. The city will continue uniform cleaning.
- Section 6. All personnel shall be required to wear the appropriate department issued uniform while on duty.
- Section 7. The items described in Section 2 of this article shall only be issued to and worn by City of McAllen firefighters. White uniform shirts shall only be issued to and worn by Deputy Chiefs and above.

ARTICLE NO 31: STAFFING OF ALL COMPANIES AND STATIONS

- Section 1. It is agreed and understood by both parties to make a good faith effort to maintain the minimum staffing requirement of operations personnel at 38 as per the email directive dated 1/18/2011 to command staff personnel.

Standardized Recommendation Form

City Commission X
Utility Board
Other Board

Agenda Item 2D
Date Submitted 05/21/13
Meeting Date 05/28/13

1. **Agenda Item:** Supply Contract for the Purchase of Fuel - Unleaded Mid-Grade Fuel, and Ultra Low Sulfur Diesel (ULSD) – Project No. 05-13-SP20-25

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 Unleaded Mid-Grade Gasoline, and Ultra Low Sulfur Diesel to the bidder meeting the specifications and presenting the lowest unit price calculation advantageous to the City, Oil Patch Fuel Supply of Pharr, TX 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 vendor is satisfactory and the profit margins remain the same. 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 Supply Contract.

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

5. **Budgeted:** X Yes No N/A
*This is a Supply Contract; fuel shall be ordered and paid for on an “as needed” basis.

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>05/21/13</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:** As per the above mentioned information.

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

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

11. **City Manager:** ABB Approved Disapprove None

TO: Mike R. Perez, City Manager

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

DATE: May 20, 2013

SUBJECT: Award of Contract – Supply Contract for the Purchase of Fuel – Unleaded Mid-Grade Fuel, And Ultra Low Sulfur Diesel (ULSD) – Project No. 05-13-SP20-25

GOAL : Request authorization to award a Supply Contract for the purchase of Unleaded Mid-Grade Gasoline, and Ultra Low Sulfur Diesel to the bidder meeting the specifications and presenting the lowest unit price calculation advantageous to the City, Oil Patch Fuel Supply of Pharr, TX 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 vendor is satisfactory and the profit margins remain the same. 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 Supply Contract.

BRIEF EXPLANATION: Sealed Bids were solicited and received on May 2, 2013. A total of five (5) companies responded to our bid solicitation. After review and evaluation of all bids received, our findings are that Oil Patch Fuel Supply of Pharr, TX, is the over-all low bidder as outlined below.

The mathematical formula, as stated in the bid specifications, utilized to determine the low bidder for the two (2) fuel types was based on the Total Price per U.S. Gallon (unit price) which was subject to the “Vendor’s Profit Margin,” “Loading/Delivery Fee”, and “Owner Transportation/Delivery Fee.” Common factors included in the calculation of the unit price are the State Fuel Tax at \$0.20 per gallon, the average cost per gallon of fuel which is set by the Oil Price Information Service (OPIS) Index and environmental fees. Note that the loading/delivery fee is mandated by the Tax Policy Division of the Texas Comptroller of Public Accounts, it gets updated periodically and is typically the same for all providers. The vendor may elect not to pass on the loading/delivery fee to the City. Total Price per U.S. Gallon calculations based on the most current OPIS Index for each bidder is presented in the attached Bid Tabulation.

FORMULA UTILIZED:

Total Price Per U.S. Gallon (X’s) Total Number Gallons Historically Consumed = Total COST to the City
(PLEASE REFER TO ATTACHED BID TABULATION AND COST COMPARISON MATRIX)

Oil Patch Fuel Supply of Pharr, TX provided the lowest unit price for ultra low sulfur diesel and the second lowest unit price for unleaded mid-grade gasoline. There is a minimal difference in the unit price presented by the apparent low bidder, Arguindegui Oil Co, and Oil Patch Fuel Supply for mid-grade unleaded gasoline of \$0.0022. As a result, Oil Patch Fuel Supply provides the best cost scenario when considering that requests for fuel product deliveries will need to be combined in order to exceed the 5,000 gallons and avoid the lower delivery cost tier presented by Arguindegui Oil Co which adds a \$0.0972 cost per gallon on mid-grade gasoline. It is most advantageous for the City to award both fuel products to one vendor.

OPTIONS:

- 1) Authorize staff to award a Supply Contract for a period of one (1) year as recommended in “Goal” area.
- 2) Direct staff to reject all bids received and re-solicit sealed bids.

RECOMMENDATION: Staff recommends award of a Supply Contract for the purchase of Unleaded Mid-Grade Gasoline and Ultra Low Sulfur Diesel to the low bidder Oil Patch Fuel Supply of Pharr, TX, for a period of one (1) year as outlined in “Goal” area.

MAY 07, 2013 AT 02:00 P.M.

Conference Room

PROJECT #05-13-SP20-25 PURCHASE OF FUEL -ITEM #1-UNLEADED MID-GRADE GASOLINE

BIDDERS	FEDERAL	FEDERAL	STATE	STATE LOADING/		TOTAL LUST, OSLTF & STATE DELV FEE	OWNER TRANSPORTATION/DELIVERY FEE	OPIS AVERAGE 5/2/2013	TOTAL PRICE		MAX DELIVERY AFTER PHONE ORDER	RECEIVED HARD COPY	RECEIVED ELECTRONIC COPY	ADDENDUM # 1	NOTES/COMMENTS
	LUST FEE	OSLTF		FUEL TAX	DELIVERY				FEE	MARGIN					
	CONSTANT	CONSTANT	CONSTANT	CONSTANT			FLUCTUATES	FLUCTUATES	CONSTANT						
★ OIL PATCH FUEL SUPPLY PHARR, TX	-\$0.0010	-\$0.0017	\$0.2000	<4k GAL	\$0.0000	-\$0.0027	\$0.0000	\$2.8227	\$0.0090	\$3.0290	24 HRS	YES	NO	ACKNOWLEDGED	M-F 8AM-5PM; SAT 8AM-12PM; WILL BE AVAIL FOR EMERGENCIES AFTER HRS
	-\$0.0010	-\$0.0017	\$0.2000	>5k GAL	\$0.0000	-\$0.0027	\$0.0000	\$2.8227	\$0.0090	\$3.0290					
ARGUINDEGUI OIL CO II LTD LAREDO, TX	-\$0.0010	-\$0.0017	\$0.2000	<4k GAL	\$0.0014	-\$0.0013	\$0.1150	\$2.8227	-\$0.0124	\$3.1240	24 HRS	YES	YES	ACKNOWLEDGED	24 HRS / 7 DAYS A WK ATTACHMENT INCLUDED LOADING FEE RATES
	-\$0.0010	-\$0.0017	\$0.2000	>5k GAL	\$0.0017	-\$0.0010	\$0.0175	\$2.8227	-\$0.0124	\$3.0268					
PETROLEUM TRADERS CORP FORT WAYNE, IN	-\$0.0010	-\$0.0017	\$0.2000	<4k GAL	\$0.0014	-\$0.0013	\$0.2000	\$2.8227	\$0.0174	\$3.2388	24 HRS	YES	YES	ACKNOWLEDGED	M-F 8AM-5PM (EST); AFTER HRS AVAIL ATTACHMENT INCLUDED DELIVERY FEE RATES
	-\$0.0010	-\$0.0017	\$0.2000	>5k GAL	\$0.0017	-\$0.0010	\$0.0450	\$2.8227	\$0.0174	\$3.0841					
GOLD STAR PETROLEUM, INC. SAN JUAN, TX	\$0.0010	\$0.0017	\$0.2000	<4k GAL	\$0.0014	\$0.0041	\$0.0000	\$2.8227	<4K GAL \$0.1126	\$3.1394	48 HRS	YES	YES	ACKNOWLEDGED	M-F 8AM-5PM (EXCLUDES HOLIDAYS); 24/7 CUSTOMER SERVICE "LIVE" AVAIL FOR EMERGENCIES ATTACHMENT INCLUDED DELIVERY FEE RATES 1) INVOICES SHALL BE SENT ELECTRONICALLY VIA EMAIL OR FAX PER CITY'S PREFERENCE 2) TEXAS PETROLEIM PRODUCTS DELIVERY FEE PER HB2694 AS WELL AS ENVIRONMENTAL FEES INCLD. LUST (.0010 \$/GAL) & OSLF (.0019 \$/GAL) SHALL BE ADDED AS SEPARATE LINE ITEMS ON EACH INVOICE 3) PROVISIONS IN THE ENVENT OF REFINERY OUTAGES HAVE BEEN MADE. SEE "REFINERY TERMINAL OUTAGE PROVISIONS" ATTACHED.
	\$0.0010	\$0.0017	\$0.2000	>5k GAL	\$0.0017	\$0.0044	\$0.0000	\$2.8227	>4K GAL \$0.0299	\$3.0570					
	\$0.0010	\$0.0017	\$0.2000	<4k GAL	\$0.0014	\$0.0039	\$0.0000	\$2.8227	<4K GAL \$0.1126	\$3.1394					
	\$0.0010	\$0.0017	\$0.2000	>5k GAL	\$0.0017	\$0.0039	\$0.0000	\$2.8227	>4K GAL \$0.0299	\$3.0570					
NON-RESPONSIVE SUNCOAST RESOURCES, INC. HOUSTON, TX	-\$0.0010	-\$0.0017	\$0.2000	<4k GAL	\$0.0014			\$2.8227	\$0.0400	\$3.0641	24 HRS	YES	YES	NOT ACKNOWLEDGED	ATTACHMENT INCLUDED LOADING FEE RATES
			>5k GAL	\$0.0017					\$3.0617						

MAY 07, 2013 AT 02:00 P.M.

Conference Room

* OPIS DATE OF 05-02-2013 USED FOR ALL VENDORS

PROJECT #05-13-SP20-25 PURCHASE OF FUEL -ITEM #2 NO.2 DIESEL (ULTRA LOW SULFUR)


BIDDERS	LUST FEE		OSLTF FEE	STATE FUEL TAX		LOADING/ DELIVERY FEE	TOTAL LUST, OSLTF & STATE DELV FEE	OWNER TRANSPORTATION/DELIVERY FEE	OPIS AVERAGE 5/2/2013	PROFIT MARGIN	TOTAL PRICE PER U.S. GALLON	MAX DELIVERY AFTER PHONE ORDER	RECEIVED HARD COPY	RECEIVED ELECTRONIC COPY	ADDENDUM # 1	NOTES/COMMENTS
	CONSTANT	CONSTANT	CONSTANT	CONSTANT				FLUCTUATES	FLUCTUATES	CONSTANT						
OIL PATCH FUEL SUPPLY PHARR, TX	-\$0.0010	-\$0.0019	\$0.2000	<4k GAL	\$0.0000	-\$0.0029	\$0.0000	\$2.8561	\$0.0090	\$3.0622	24 HRS	YES	NO	ACKNOWLEDGED	M-F 8AM-5PM; SAT 8AM-12PM; WILL BE AVAIL FOR EMERGENCIES AFTER HRS	
	-\$0.0010	-\$0.0019	\$0.2000	>5k GAL	\$0.0000	-\$0.0029	\$0.0000	\$2.8561	\$0.0090	\$3.0622						
ARGUINDEGUI OIL CO II LTD LAREDO, TX	-\$0.0010	-\$0.0019	\$0.2000	<4k GAL	\$0.0014	-\$0.0015	\$0.1150	\$2.8561	-\$0.0074	\$3.1622	24 HRS	YES	YES	ACKNOWLEDGED	24 HRS / 7 DAYS A WK ATTACHMENT INCLUDED LOADING FEE RATES	
	-\$0.0010	-\$0.0019	\$0.2000	>5k GAL	\$0.0017	-\$0.0012	\$0.0175	\$2.8561	-\$0.0074	\$3.0650						
PETROLEUM TRADERS CORP FORT WAYNE, IN	-\$0.0010	-\$0.0019	\$0.1900	<4k GAL	\$0.0014	-\$0.0015	\$0.2000	\$2.8561	-\$0.0106	\$3.2340	24 HRS	YES	YES	ACKNOWLEDGED	M-F 8AM-5PM (EST); AFTER HRS AVAIL ATTACHMENT INCLUDED DELIVERY FEE RATES	
	-\$0.0010	-\$0.0019	\$0.1900	>5k GAL	\$0.0017	-\$0.0012	\$0.0450	\$2.8561	-\$0.0106	\$3.0793						
GOLD STAR PETROLEUM, INC. SAN JUAN, TX	\$0.0010	\$0.0019	\$0.2000	<4k GAL	\$0.0014	\$0.0043	\$0.0000	\$2.8561	<4K GAL \$0.1167	\$3.1771	48 HRS	YES	YES	ACKNOWLEDGED	M-F 8AM-5PM (EXCLUDES HOLIDAYS); 24/7 CUSTOMER SERVICE "LIVE" AVAIL FOR EMERGENCIES ATTACHMENT INCLUDED DELIVERY FEE RATES 1) INVOICES SHALL BE SENT ELECTRONICALLY VIA EMAIL OR FAX PER CITY'S PREFERENCE 2) TEXAS PETROLEIM PRODUCTS DELIVERY FEE PER HB2694 AS WELL AS ENVIRONMENTAL FEES INCLD. LUST (.0010 \$/GAL) & OSLTF (.0019 \$/GAL) SHALL BE ADDED AS SEPARATE LINE ITEMS ON EACH INVOICE 3) PROVISIONS IN THE ENVENT OF REFINERY OUTAGES HAVE BEEN MADE. SEE "REFINERY TERMINAL OUTAGE PROVISIONS" ATTACHED.	
	\$0.0010	\$0.0019	\$0.2000	>5k GAL	\$0.0017	\$0.0046	\$0.0000	\$2.8561	>4K GAL \$0.0189	\$3.0796						
	\$0.0010	\$0.0019	\$0.2000	<4k GAL	\$0.0014	\$0.0039	\$0.0000	\$2.8561	<4K GAL \$0.1167	\$3.1771						
	\$0.0010	\$0.0019	\$0.2000	>5k GAL	\$0.0017	\$0.0039	\$0.0000	\$2.8561	>4K GAL \$0.0189	\$3.0796						
NON-RESPONSIVE			NON-RESPONSIVE						NON-RESPONSIVE							
SUNCOAST RESOURCES, INC. HOUSTON, TX	-\$0.0010	-\$0.0019	\$0.2000	<4k GAL	\$0.0014			\$2.8561	\$0.0400	\$3.0946	24 HRS	YES	YES	NOT ACKNOWLEDGED	ATTACHMENT INCLUDED LOADING FEE RATES	
				>4k GAL	\$0.0017					\$3.0949						

* OPIS DATE OF 05-02-2013 USED FOR ALL VENDORS

CURRENT BIDDER-CONTROLLED COST COMPARISON MATRIX

PROJECT #05-13-SP20-25 PURCHASE OF FUEL


ITEM #1-UNLEADED MID-GRADE GASOLINE

BIDDERS	NUMBER OF GALLONS		TOTAL PRICE PER U.S. GAL	PROJECT COST BASED ON GALS
OIL PATCH FUEL & SUPPLY PHARR, TX 	450,081	<4K GAL	\$3.0290	\$1,363,295.35
		>5K GAL	\$3.0290	\$1,363,295.35
ARGUINDEGUI OIL CO. LAREDO, TX	450,081	<4K GAL	\$3.1240	\$1,406,041.79
		>5K GAL	\$3.0268	\$1,362,318.67
PETROLEUM TRADERS CORP. FORT WAYNE, IN	450,081	<4K GAL	\$3.2388	\$1,457,711.09
		>5K GAL	\$3.0841	\$1,388,108.31
GOLD STAR PETROLEUM INC. PHARR, TX	450,081	<4K GAL	\$3.1394	\$1,412,973.04
		>5K GAL	\$3.0570	\$1,375,911.12



Higher unit cost for orders <4K gal.

ITEM #2-ULTRA-LOW SULFUR DIESEL

BIDDERS	NUMBER OF GALLONS		TOTAL PRICE PER U.S. GAL	PROJECT COST BASED ON GALS
OIL PATCH FUEL & SUPPLY PHARR, TX 	728,194	<4K GAL	\$3.0622	\$2,229,875.67
		>5K GAL	\$3.0622	\$2,229,875.67
ARGUINDEGUI OIL CO. LAREDO, TX	728,194	<4K GAL	\$3.1622	\$2,302,676.86
		>5K GAL	\$3.0650	\$2,231,936.46
PETROLEUM TRADERS CORP. FORT WAYNE, IN	729,194	<4K GAL	\$3.2340	\$2,358,195.17
		>5K GAL	\$3.0793	\$2,245,428.96
GOLD STAR PETROLEUM INC. PHARR, TX	728,194	<4K GAL	\$3.1771	\$2,313,526.95
		>5K GAL	\$3.0796	\$2,242,568.09

City of McAllen
 Fuel Cost and Consumption Report
 Historical Data

	FY 09-10 - Actuals		FY 10-11 - Actuals		FY 11-12 - Actuals	
	Expense	Gallons	Expense	Gallons	Expense	Gallons
Unleaded Mid-Grade Gasoline	\$ 903,555	403,269	\$ 1,287,936	426,154	\$ 1,369,281	431,230
<u>Ultra Low Sulfur Diesel</u>	<u>\$ 1,356,871</u>	<u>614,513</u>	<u>\$ 2,128,925</u>	<u>686,840</u>	<u>\$ 2,269,747</u>	<u>687,647</u>
GRAND TOTAL	\$ 2,260,426	1,017,782	\$ 3,416,861	1,112,994	\$ 3,639,028	1,118,877

STANDARDIZED RECOMMENDATION FORM

C

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM JE
DATE SUBMITTED 05/20/13
MEETING DATE 05/28/13

1. Agenda Item: **McAllen Development Center – Change Order #1 – various items requiring demolition**

2. Party Making Request: Engineering Department

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

Consideration and approval of Change Order #1 consisting of:

- Item 1** – add for demolition of elevator pit slab,
- Item 2** – add for demolition of existing stairway riser set,
- Item 3** – add for demolition of first floor bathroom walls,
- Item 4** – add for removal of two storefronts and salvage of one window pane,
- Item 5** – add for demolition of existing electrical switch gear.

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

5. Budgeted: X Yes No N/A Account No.: 300-8708-416 66.10 ID# BB1201

6. Alternate Option/Costs _____

Original Contract Amount:	\$1,979,000.00	130 days
Proposed Change Order #1:		
Demolition Allowance	\$ 8,000.00	
Proposed Reduction Amount	\$ 6,870.00	
<u>Demo. Allowance Balance</u>	<u>\$ 1,130.00</u>	
Proposed Contract Amount:	\$1,979,000.00	130 days

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>5/21/13</u>	<u>yes</u>
b.)	<u>Sandra Zamora, CPM, Dir. of Purchasing</u>			
c.)	<u>J.W. Dale, Director of Finance</u>			
d.)	<u>Roy Rodriguez, PE, Assistant City Manager</u>	<u>RR</u>	<u>5/21/13</u>	<u>yes</u>

8. Staff Recommendation: **Staff recommends approval of Change Order #1 in the amount of \$6,870 to be deducted from the project's demolition allowance for an unchanged contract amount of \$1,979,000 to be completed within 130 days.**

9. Advisory Board: X Approved Disapproved None


10. City Attorney: X Approved Disapproved None

11. Manager's Recommendation: X Approved Disapproved None



CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, P.E., City Engineer 

Date: May 20, 2013

Subject: **McAllen Development Center - Consideration and Approval of Change Order #1 : various items requiring demolition**

Goal – Consider and approve expenses from demolition allowance.

Brief Explanation

Change Order No. 1 consists of the following four items to be deducted from the demolition allowance. The following work items are currently being addressed.

Item 1: *(total add of \$2,300)* demolition of slab for elevator pit. Staff preferred that the general contractor be responsible for this activity since it would delineate the pit for the new elevator.

Item 2: *(total add of \$1,000)* demolition of existing stairway riser set. It was necessary to keep this during general demolition so that the building contractor would be responsible for the finish work associated with rebuilding the stair system. Contractor will demolish necessary items from stairway.

Item 3: *(total add of \$500)* demolition of first floor bathroom walls. Upon demolition of the adjacent wall, we determined that the plaster wall construction was not structurally sound enough for them to remain and must now be removed.

Item 4: *(total add of \$1,570)* removal of (2) storefronts and salvage of (1) window pane to be reinstalled at another location within the building. The two storefront systems on the south and east sides were not removed during demolition activities in order to maintain the security of the building. It became necessary to salvage one glass portion so that it could replace another that was damaged.

Item 5: *(total add of \$1,500)* demolition of existing electrical switch gear. This electrical component was left in place so that we could provide power during demolition activities.

A total of \$6,870 is being deducted from the demolition allowance, leaving a balance of \$1,130.

Options - The City Commission may approve the request.

Recommendation - City staff recommends approval of Change Order #1 to Peacock General Contractors, Inc. for a net amount of \$6,870 to be taken from the demolition allowance which will not increase the original contract amount of \$1,979,000 and will leave a balance of \$1,130 in the allowance.

PEACOCK GENERAL CONTRACTORS, INC.
P.O. BOX 530098/801 E. GRIMES
HARLINGEN, TX 78553

CHANGE ORDER REQUEST #1 Revised

DATE: May 13, 2013
TO: R.O.F.A ARCHITECTS
ATTN: CESAR ROQUE
FAX: (956)681-1138
FROM: TRE PEACOCK
RE: MCALLEN DEVELOPMENT CENTER RENOVATIONS

CHANGES:

SELECT DEMO ITEMS:

Demolition of slab for elevator pit	\$2,300.00
Demolition of existing stairway	\$1,000.00
Demolition of plaster walls in restrooms	\$ 500.00
Remove (2) storefronts & salvage (1) pane to be reused	\$1,570.00
Demo old switch gear	\$1,500.00

If change order is not included within the betterment, a 15% overhead cost will need to be added.

If you have any questions, please call me.

Victor Gonzalez

From: Cesar A. Roque [cesarr@rofainc.com]
Sent: Monday, May 20, 2013 1:27 PM
To: Victor Gonzalez
Subject: FW: 2011.06 - McAllen Development Center - Change Proposal No. 001R
Attachments: 2011.06 - McAllen Development Center - Change Proposal No. 001R1 - Selective Demolition.pdf

CA

Cesar A. Roque, Sr.
Associate AIA



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

956.686.7771 voice
956.687.3433 fax

From: Cesar A. Roque [<mailto:cesarr@rofainc.com>]
Sent: Monday, May 13, 2013 2:14 PM
To: 'Victor Gonzalez'
Cc: 'Luis'; 'Humberto Rodriguez'; 'TRE PEACOCK'; 'Kerry McBride'
Subject: 2011.06 - McAllen Development Center - Change Proposal No. 001R

Victor,


As discussed on our AOC meeting today, attached is a revised Change Proposal No. 001 from the Contractor. It contains only the items which we have already agreed in price on. We recommend the approval of all items on proposal.

Respectfully,

CA

Cesar A. Roque, Sr.
Associate AIA

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer 

Date: May 17, 2013

Subject: **Change Order No. 1 & Final Reconciliation of Quantities for the Uvalde Soccer Complex Parking Improvements Project (B-12-MC-48-0506)**

Goal

Consideration and approval of Change Order No. 1 and Final Reconciliation of Quantities for the Uvalde Soccer Complex Parking Improvements project.

Explanation

This project consisted of construction of a 65-space, asphalt surfaced parking lot to serve the Uvalde Soccer Complex located immediately west of Uvalde Avenue and S 26 ½ Street. Construction commenced on March 25, 2013 and was completed on May 10, 2013 through a period of 34-working days. The project is funded under the Community Development Block Grant Program FY 2012-2013.

This agenda item presents the final reconciliation of contract quantities to address pavement structure modifications due to sub-surface conditions encountered during construction as well as a quantity over run for a chain link fence removal and relocation bid item. A brief contract summary is presented below.

	Amount	Percentage of Original Contract	Contract Time
Original Contract	\$ 115,336.40	100.00%	45 Working Days
Change Order No. 1 & Final (net)	\$ 2,632.20	2.28%	0 Working Days
Final Contract	\$ 117,968.60	102.28%	45 Working Days

A detailed contract summary is also included for your review.

Options

- 1.) Approve staff's recommendation.
- 2.) Reject staff's recommendation

Recommendation

Based upon review by this office, staff recommends approval of Amended Change Order No. 1 and Final Reconciliation of Quantities in the net amount of \$ **2,632.20** and **zero (0) additional working days** for a final contract amount of **\$117,968.60** and unadjusted final contract time of **45-working days**.

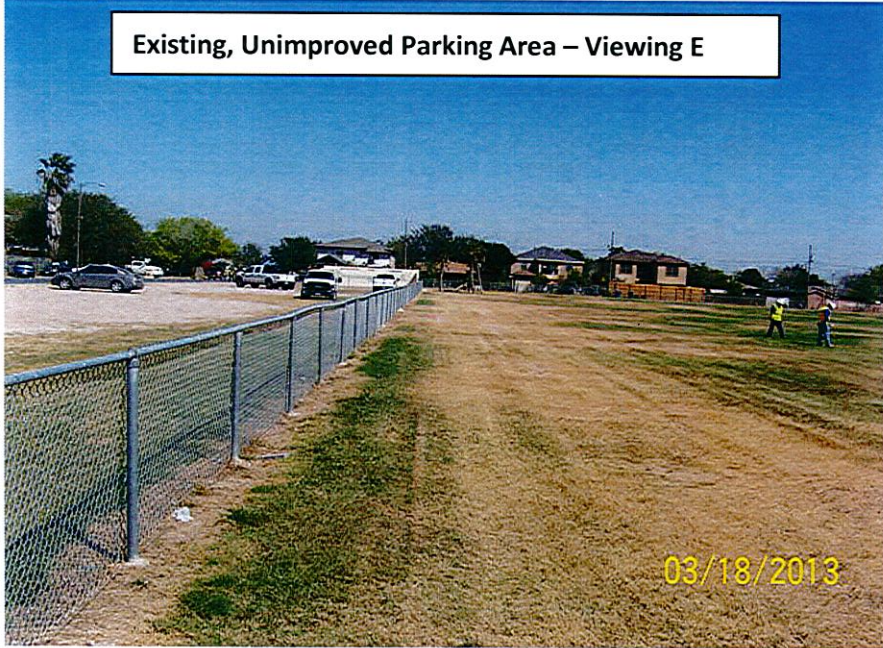
FINAL CONTRACT SUMMARY



Project: Uvalde Soccer Complex Parking Improvements
 Project No. : B-12-MC-48-506
 Contractor: Jimmy Closner & Sons Construction Co., Inc.
 Date: May 16, 2013

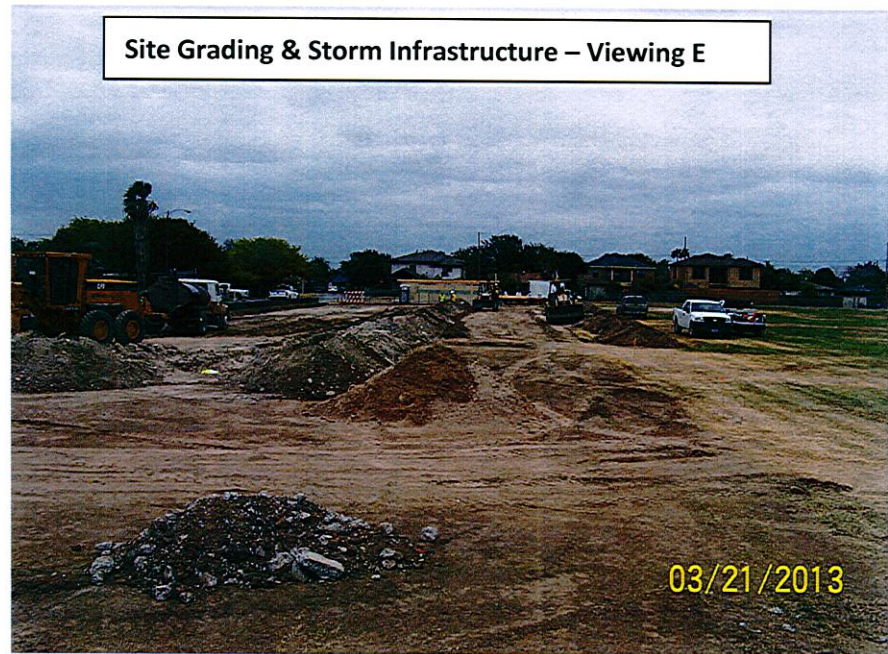
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ORIGINAL CONTRACT		CHANGE ORDER NO. 1 & FINAL RECONCILIATION		FINAL CONTRACT	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
SITE PREPARATION										
101	Clear and Grub	LS	1	\$ 5,700.00	1	\$ 5,700.00	0	\$ -	1	\$ 5,700.00
102	Concrete Removal; Curb & Gutter/Sidewalk	LS	1	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	1	\$ 1,500.00
SUBTOTAL - SITE PREPARATION						\$ 7,200.00		\$ -		\$ 7,200.00
PAVING IMPROVEMENTS										
201	2-in HMA (TY D); Limestone	SY	2252	\$ 10.70	2,252	\$ 24,096.40	0	\$ -	2,252	\$ 24,096.40
202	8-in Flexible Base (TY F, GR 4)	SY	2640	\$ 7.90	2,640	\$ 20,856.00	0	\$ -	2,640	\$ 20,856.00
203	6-in Lime Treated Sub-grade (2%)	SY	2640	\$ 4.00	2,640	\$ 10,560.00	-2,640	\$ (10,560.00)	0	\$ -
204	Excavation & Grading (Net Cut)	CY	500	\$ 6.50	500	\$ 3,250.00	0	\$ -	500	\$ 3,250.00
205	24-in Curb & Gutter (TY A)	LF	930	\$ 8.20	930	\$ 7,626.00	0	\$ -	930	\$ 7,626.00
206	Reinforced Concrete Driveway Apron; 6-in	SY	72	\$ 54.00	72	\$ 3,888.00	0	\$ -	72	\$ 3,888.00
207	Concrete Sidewalk	SY	180	\$ 47.00	180	\$ 8,460.00	0	\$ -	180	\$ 8,460.00
208	Remove/Replace Concrete Sidewalk	SY	20	\$ 60.00	20	\$ 1,200.00	0	\$ -	20	\$ 1,200.00
209	Accessible Sidewalk Ramp (TY 2)	EA	1	\$ 1,000.00	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
210	Accessible Sidewalk Ramp (TY 7)	EA	2	\$ 1,200.00	2	\$ 2,400.00	0	\$ -	2	\$ 2,400.00
SUBTOTAL - PAVING IMPROVEMENTS						\$ 83,336.40		\$ (10,560.00)		\$ 72,776.40
DRAINAGE IMPROVEMENTS										
301	8-in PVC; SDR 35	LF	250	\$ 30.00	250	\$ 7,500.00	0	\$ -	250	\$ 7,500.00
302	2' x 2' Gate Inlet	EA	2	\$ 1,400.00	2	\$ 2,800.00	0	\$ -	2	\$ 2,800.00
303	Tie to Existing Storm Sewer System	LS	1	\$ 700.00	1	\$ 700.00	0	\$ -	1	\$ 700.00
SUBTOTAL - DRAINAGE IMPROVEMENTS						\$ 11,000.00		\$ -		\$ 11,000.00
MISCELLANEOUS										
401	Construction Staking	LS	1	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	1	\$ 1,500.00
402	Remove/Relocate Chain-link Fence	LF	390	\$ 20.00	390	\$ 7,800.00	60	\$ 1,200.00	450	\$ 9,000.00
403	Temporary Erosion/Sediment Control	LS	1	\$ 2,300.00	1	\$ 2,300.00	0	\$ -	1	\$ 2,300.00
404	Pavement Markings & Signage	LS	1	\$ 2,200.00	1	\$ 2,200.00	0	\$ -	1	\$ 2,200.00
SUBTOTAL - MISCELLANEOUS						\$ 13,800.00		\$ 1,200.00		\$ 15,000.00
CHANGE ORDER NO. 1										
CO1.1	4-in Flexible Base	LS	1	\$ 11,992.20	0	\$ -	1	\$ 11,992.20	1	\$ 11,992.20
SUBTOTAL - CHANGE ORDER NO. 1						\$ -		\$ 11,992.20		\$ 11,992.20
TOTALS						\$ 115,336.40		\$ 2,632.20		\$ 117,968.60

Existing, Unimproved Parking Area – Viewing E



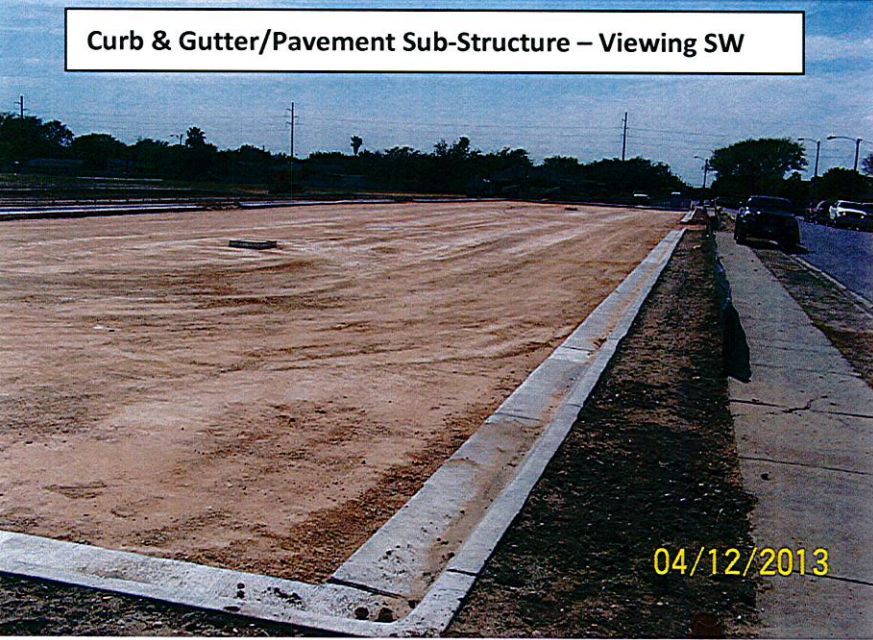
03/18/2013

Site Grading & Storm Infrastructure – Viewing E



03/21/2013

Curb & Gutter/Pavement Sub-Structure – Viewing SW



04/12/2013

Completed Parking Area – Viewing NW



05/10/2013

Memo

TO: Mike R. Perez, City Manager

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

J.R.R.

DATE: May 20, 2013

SUBJECT: REQUEST TO ABANDON A 0.086 ACRE TRACT OF LAND, BEING A 10 FT. UTILITY EASEMENT OUT OF LOT 1, M & T PLAZA SUBDIVISION; 5113 NORTH 23rd STREET.

GOAL:

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

BRIEF DESCRIPTION:

This is a request of Nancy Mireles to abandon the above-referenced 10 ft. utility easement. The utility easement was dedicated as part of M & T Plaza Subdivision, which was recorded on October 1, 2008. The property is located at the southwest corner of Zinnia Avenue and N. 23rd Street and is currently zoned C-3 (general business) District and R-3A (multifamily residential apartments) District. The adjacent zoning is C-3 to the north and south, I-1 (light industrial) District to the east, and R-1 (single family residential) District to the west. Surrounding land uses include commercial businesses, residences and vacant land.

The basis for the request is the fact that multifamily residential and commercial developments are now proposed. The applicant is also in the process of resubdividing the property, which was submitted under the name of Zinnia Plaza Subdivision. The proposed resubdivision will provide for new easements.

The Right-of-Way Department has notified the appropriate city departments and utility companies regarding the request. There were no objections to abandon the 10 ft. utility easement as requested.

OPTIONS:


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

RECOMMENDATION:

Staff recommends approval of abandoning the 0.086 acre tract of land, being a 10 ft. utility easement out of Lot 1, M & T Plaza Subdivision, as requested.

Memorandum

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

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

SUBJECT: Request to abandon a 0.086 acre tract of land being a 10 ft. utility easement out of Lot 1, M & T Plaza Subdivision, Hidalgo County, Texas; 5113 N. 23rd (Previously referred to 5113 N. Zinnia Avenue)

DATE: May 20, 2013

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

We are recommending approval of the abandonment.

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



City of McAllen

ABD 2012-0023

Planning Department

1300 Houston Avenue • (956) 681-1250 • (956) 681-1279 (fax)

RIGHT-OF-WAY ABANDONMENT APPLICATION ^{5/13/13}_{6:30 P.}

Project Information

Legal Description BEING A 10.00 FOOT UTILITY EASEMENT, A 0.089 ACRE TRACT/OF LAND OUT OF LOT 1, M & T PLAZA RECORDED IN Vol. 55, PAGE 194, MAP RECORDS, HIDALGO COUNTY, TEXAS.

Subdivision Name M & T PLAZA

Street Address 5113 ZINNIA AVE. McALLEN TX 78504

Reason for Abandonment Request RE-PLAT OF M & T PLAZA, AND ADDING A 2.00 ACRE TRACT ADJACENT TO THE SOUTH.

Minimum Submittal

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

Owner

Name NANCY MIRELES Telephone 533-8799

Address 3602 W. BUDDY OWNES

City McALLEN State Tx Zip 78504

Applicant

Name NANCY MIRELES Telephone _____

Address 3602 W. BUDDY OWNES

City McALLEN State Tx Zip 78504

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

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

Signature Nancy Mireles Date 11/7/12

- Owner
- Authorized Agent

REVISED 9/12

RECEIVED

NOV 09 2012

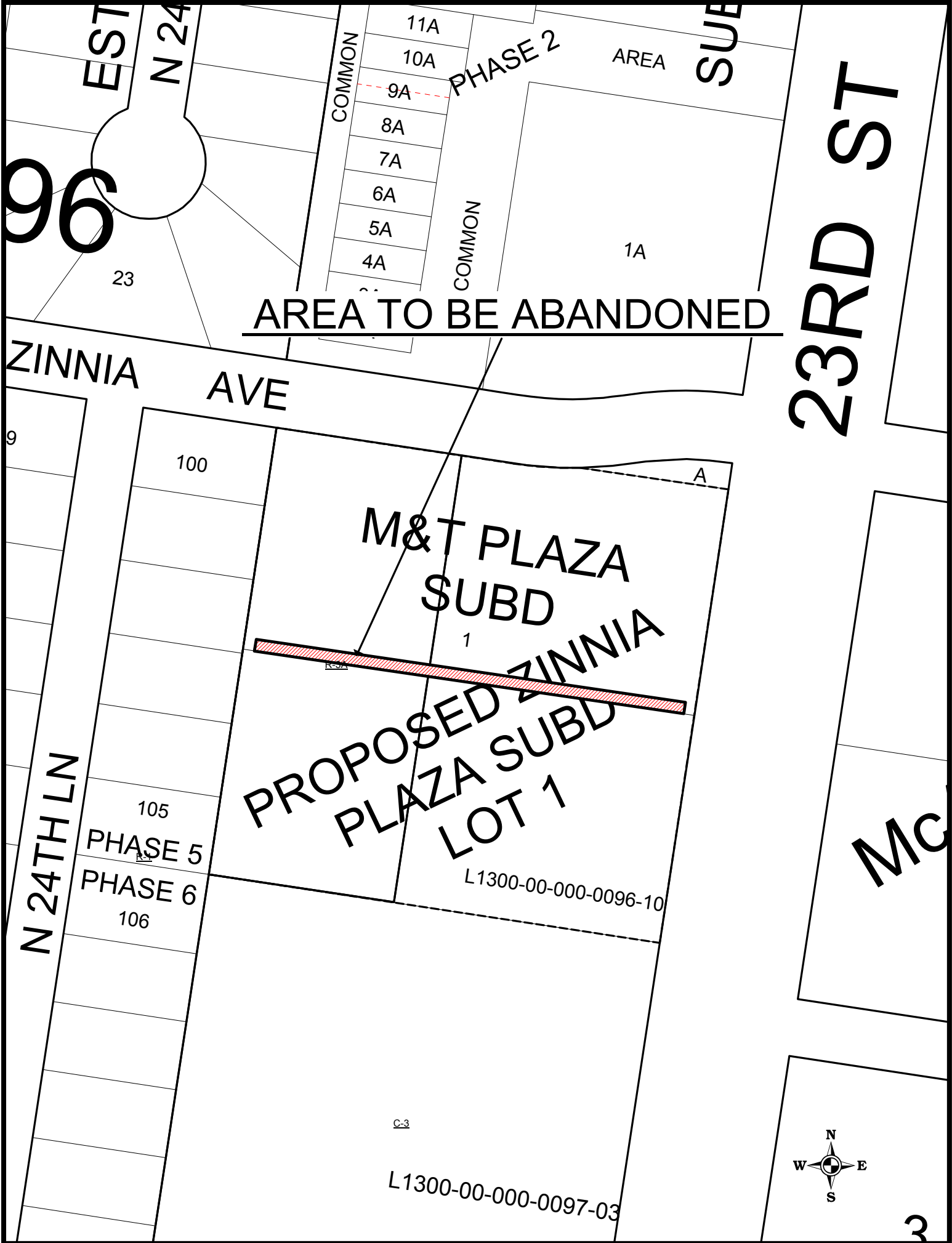
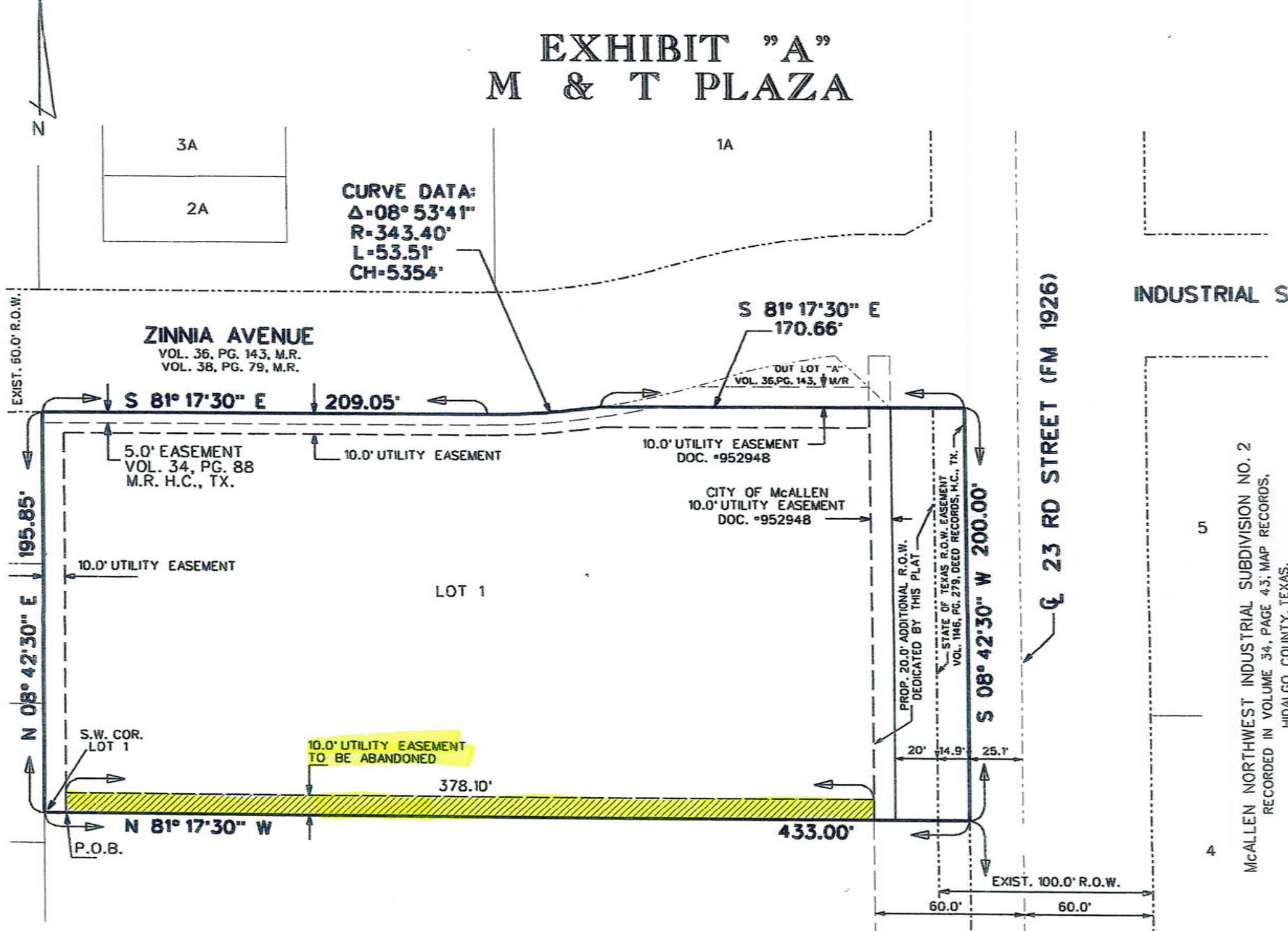


EXHIBIT "A" M & T PLAZA



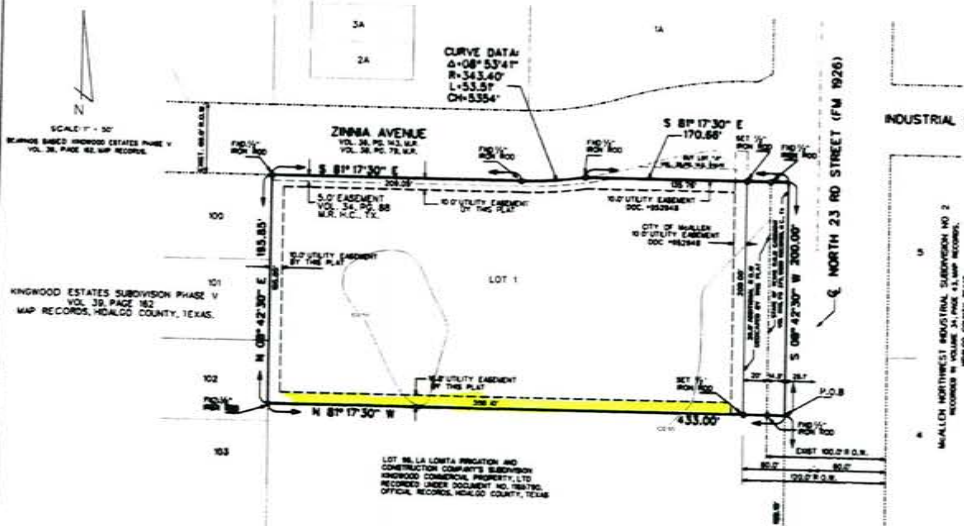
INDUSTRIAL S

5

4

McALLEN NORTHWEST INDUSTRIAL SUBDIVISION NO. 2
RECORDED IN VOLUME 34, PAGE 43, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

KINGWOOD ESTATES SUBDIVISION PHASE I
VOL. 36, PAGE 143
MAP RECORDS, HIDALGO COUNTY, TEXAS.



KINGWOOD ESTATES SUBDIVISION PHASE IV
VOL. 39, PAGE 182
MAP RECORDS, HIDALGO COUNTY, TEXAS.

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO JR.
HIDALGO COUNTY CLERK

ON: 10-01-08 AT 10:27 AM/PM
INSTRUMENT NUMBER 1933112
RECORDED IN VOLUME 55 PAGE 104
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

GENERAL NOTES

- MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
FRONT 23 RD STREET 30.00'
GREATER FOR EASEMENT OR APPROVED SITE PLAN
CORNER ZINNA AVENUE 30.00'
GREATER FOR EASEMENT OR APPROVED SITE PLAN
OTHERS - ACCORDING TO ZONING ORDINANCE OR EASEMENTS LINE OR APPROVED SITE PLAN
WHICHEVER IS GREATER
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT
- MINIMUM FINISH FLOOR ELEVATION TO BE 8' ABOVE TOP OF CURB AT CENTER OF THE LOT
- FLOOD ZONE "F" - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD
COUNTY-PANEL NO. 480234 0008 C
MAP RECORDED NOVEMBER 3, 1983
- ALL LOT CORNERS MARKED WITH NAIL UNLESS OTHERWISE NOTED
- BENCH MARK: ELEV. = 18.71; MC 88 LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF N 23 RD STREET AND ZINNA AVENUE
- 4" PCDIC SIDEWALK IS REQUIRED ON N 23 RD STREET AND ZINNA AVENUE
- DRAINAGE DETENTION REQUIRED FOR THIS PROPERTY IS 648 AC-FT
- AN ENGINEERED DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT
- A 5.0 FT BUFFER MINIMUM HEIGHT REQUIRED BETWEEN MULTIFAMILY RESIDENTIAL & COMMERCIAL AND INDUSTRIAL ZONES/USES
A 5.0 FT MINIMUM BUFFER REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTIFAMILY RESIDENTIAL ZONES/USES
- SHORING WILL BE REQUIRED AT THE TIME OF CONSTRUCTION
- FAOBT DEVELOPMENT FEE IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DEVELOPMENT ON TO 23 RD STREET FROM NEAR HIGHWAY TO THE CITY BEING A BUILDING PERMIT
- LOT OWNER SHALL MAINTAIN THE GREEN AREAS ALONG ZINNA AVENUE AND 23 RD STREET (FM 1926)
- 20 FT x 20 FT SITE OBSTRUCTION EASEMENTS REQUIRED AT ALL STREET INTERSECTIONS
- SITE PLAN MUST BE APPROVED BY PLANNING AND ZONING COMMISSION PRIOR TO ISSUANCE OF BUILDING PERMIT



M & T PLAZA

A 1.985 ACRE TRACT OF LAND OUT OF A 3.934 ACRE TRACT OF LAND OUT OF LOT 96, LA LOMITA INDUSTRIAL AND CONSTRUCTION COMPANY'S SUBDIVISION OF PORCIONES 61, 62, AND 63, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 24, PAGE 68, DEED RECORDS, HIDALGO COUNTY, TEXAS.

METERS AND BOUNDS

A 1.985 ACRE TRACT OF LAND OUT OF A 3.934 ACRE TRACT OF LAND OUT OF LOT 96, LA LOMITA INDUSTRIAL AND CONSTRUCTION COMPANY'S SUBDIVISION OF PORCIONES 61, 62 AND 63, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT WITH THE NW 1/4 OF 23 RD STREET (FM 1926) FOR THE SOUTHWEST CORNER OF LOT 96, THENCE N 08° 30' E A DISTANCE OF 198.19 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 87° 07' 30" W, PASSING AT 14.90 FEET TO A 1/4" IRON ROD FOUND FOR THE WEST R.O.M. LINE OF THIS TRACT.

THENCE N 08° 42' 30" E A DISTANCE OF 198.65 FEET TO A 1/4" IRON ROD FOUND ON THE SOUTH R.O.M. LINE OF ZINNA AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 87° 07' 30" E ALONG THE SOUTH R.O.M. LINE OF ZINNA AVENUE A DISTANCE OF 209.03 FEET TO A 1/4" IRON ROD FOUND FOR AND EXTENSION CORNER OF THIS TRACT.

THENCE ALONG SAID SOUTH R.O.M. LINE OF ZINNA AVENUE AND A CURVE TO THE LEFT, HAVING A RADIUS OF 343.40 FEET, A LENGTH OF 53.57 FEET AND A DELTA OF 08° 53' 41" TO A 1/4" IRON ROD FOUND FOR AN EXTENSION CORNER OF THIS TRACT.

THENCE S 87° 07' 30" E ALONG THE SOUTH R.O.M. LINE OF ZINNA AVENUE A DISTANCE OF 170.86 FEET TO A 1/4" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 08° 42' 30" W ALONG THE WEST R.O.M. LINE OF 23 RD STREET (FM 1926) A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.985 ACRES OF LAND MORE OR LESS

LENDHOLDERS ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF HIDALGO

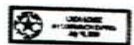
WE, THE UNDERSIGNED, HOLDERS OR DULY AUTHORIZED OFFICERS OF THE HOLDERS OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAN AND DESIGNATED THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAN AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATIVE TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLAN OF THE PROPERTY AS PROVIDED FOR HEREIN

SECURITY INTEREST HOLDERS
[Signature]
ARTURO GUJARDO JR.
HIDALGO COMMERCIAL PARTNERS, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
100 N MAIN
WALLER, TEXAS 78081

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT GEBELER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 01st DAY OF AUGUST 20 08

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
BY COMMISSION EXPIRES



LENDHOLDERS ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, HOLDERS OR DULY AUTHORIZED OFFICERS OF THE HOLDERS OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAN AND DESIGNATED THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAN AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATIVE TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLAN OF THE PROPERTY AS PROVIDED FOR HEREIN

SECURITY INTEREST HOLDERS
[Signature]
PAUL E. SHELLEY, TRUSTEE
TRUST STATE BANK, WALLER
P.O. BOX 4797
WALLER, TEXAS 78081-4797

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAUL E. SHELLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 01st DAY OF AUGUST 20 08

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
BY COMMISSION EXPIRES



STATE OF TEXAS
COUNTY OF HIDALGO

I, WE, THE UNDERSIGNED, OWNERS OF THE LAND ON THIS PLAN, AND DESIGNATED AS M & T PLAZA TO THE CITY OF WALLER, TEXAS AND WHOSE NAMES IS LAUREL SUBMITTED HERETO, HEREBY DEEM TO THE USE OF THE PUBLIC, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINAGE EASEMENTS, UTILITIES, SEWER LINES, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WILL BE INSTALLED THEREON SHOWN OR NOT SHOWN IF REQUIRED OTHERWISE, TO BE IN THE HANDS OF THE UNDERSIGNED APPROVED, PROVIDED THE CITY OF WALLER SHALL BE IN THE HANDS OF THE UNDERSIGNED EITHER ON THE PLAN HEREOF OR ON THE OFFICIAL WRITES OR APPLICABLE AUTHORITIES OF THE CITY OF WALLER.

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
BY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARTURO GUJARDO JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 01st DAY OF AUGUST 20 08

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
BY COMMISSION EXPIRES

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM REQUIREMENTS OF THE DISTRICT DRAINAGE DISTRICT NO. 1. THE DRAINAGE DISTRICT NO. 1 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ON THIS PLAN ARE THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO OBTAIN DETERMINATION.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: *[Signature]*

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WALLER, HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHENBY APPROVAL IS REQUIRED.

[Signature]
CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WALLER, HEREBY CERTIFY THAT THE SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHENBY APPROVAL IS REQUIRED.

[Signature]
MAYOR, CITY OF WALLER

STATE OF TEXAS
COUNTY OF HIDALGO

I, HENRY LUIS OTERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS AND ON THE PROPERTY HEREIN, HAVE CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY PLACES UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER POINTS WERE PROPERLY PLACED UNDER MY SUPERVISION

[Signature]
HENRY LUIS OTERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2781
2802 SAN JUAN
WESCO, TEXAS 78072



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CALLING A BRITISH & LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE PROJECT ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE PLAN.

[Signature]
SCOTT A. CHASTICE, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 84001 8/21/08
528 N 5TH ST
DOWNA, TEXAS 78021



NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
528 N. 5TH STREET
DOWNA, TEXAS 78021
PH: 800-784-0218
E-MAIL: NAINENGINEERING@GMAIL.COM



EST
N 24
96
23

COMMON
11A
10A
9A
8A
7A
6A
5A
4A
COMMON
PHASE 2
AREA
SUI

AREA TO BE ABANDONED

ZINNIA
AVE

9
100
105
PHASE 5
PHASE 6
106
N 24TH LN

A
M&T PLAZA
SUBD
1
PROPOSED ZINNIA
PLAZA SUBD
LOT 1

23RD ST
MC
3



ORDINANCE NO. 2013-_____

AN ORDINANCE ABANDONING A 0.086 ACRE TRACT OF LAND BEING A 10 FOOT UTILITY EASEMENT OUT OF LOT 1, M & T PLAZA, ACCORDING TO THE MAP RECORDED IN VOLUME 55, PAGE 194, MAP RECORDS, HIDALGO COUNTY, TEXAS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

SECTION I: That 0.086 acre tract of land being a 10 foot utility easement out of Lot 1, M & T Plaza, according to the map recorded in Volume 55, Page 194, Map Records, Hidalgo County, Texas is hereby declared to be abandoned by the City of McAllen as being of no use to the public; shown on EXHIBIT "A" attached hereto and incorporated herein.

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

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

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

SECTION V: This Ordinance shall become effective upon signature.

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

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

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

CONSIDERED, PASSED and APPROVED this ____ day of _____, 20____, 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 _____, 20____.

CITY OF McALLEN

By: _____
James E. Darling, City Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary


CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this _____ day of _____, 20____.

Notary Public - State of Texas

Approved as to form:


Gary Henrichson, Assistant City Attorney

EXHIBIT
METES AND BOUNDS

A 0.086 acre tract of land being a 10.00 foot Utility Easement out of Lot 1, M & T PLAZA, according to the map recorded in volume 55, page 194, map records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows;

Beginning a point on the south line lot 1 for the southwest corner of this tract, said point bears S 81°17'30" E , 10.00 feet from the southwest corner of lot 1;

THENCE; N 08°42'30" E, a distance of 10.00 feet to a point for the northwest corner of this tract;

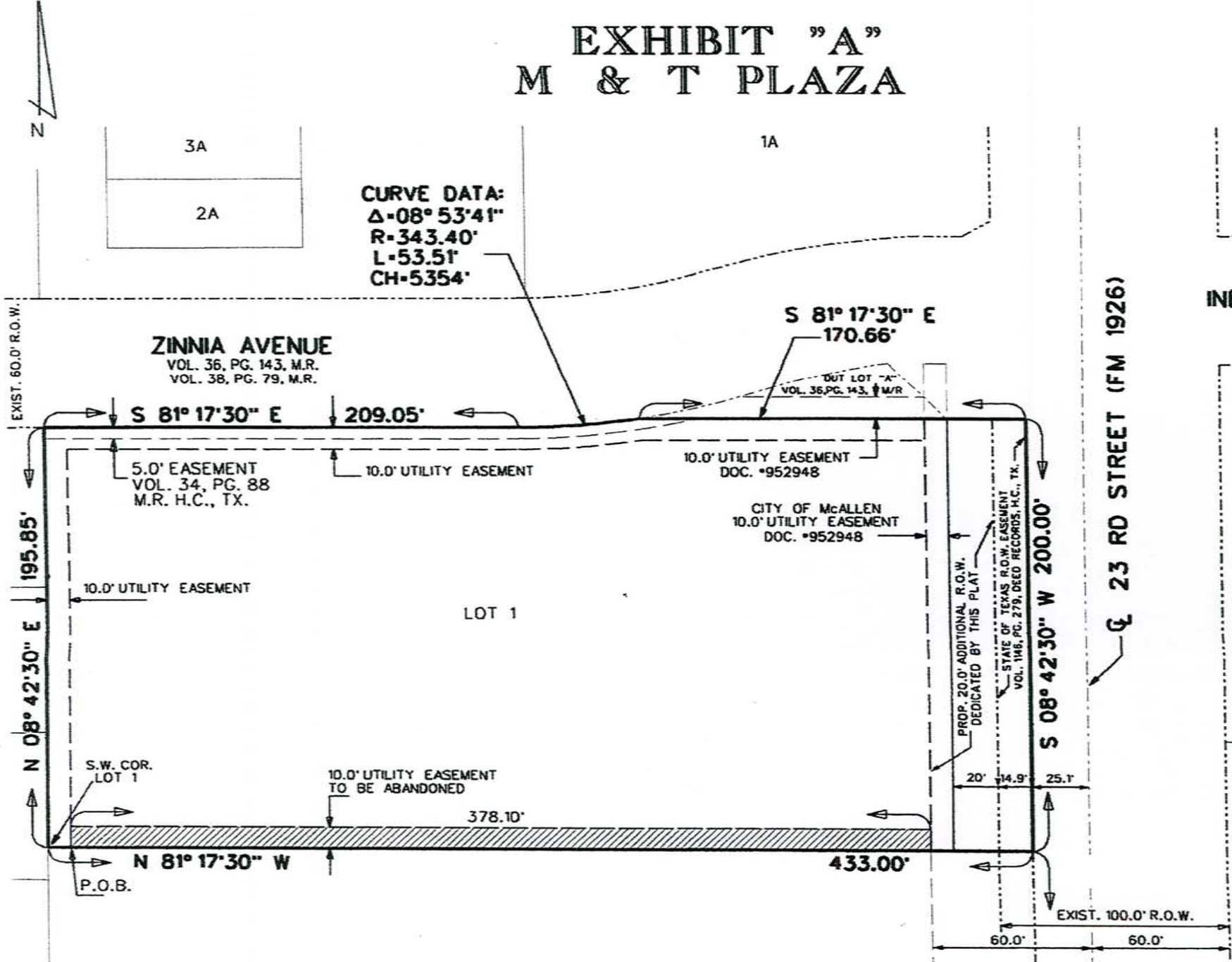
THENCE; S 81°17'30" E, a distance of 378.10 feet to a point for the northeast corner of this tract;

THENCE; S 08°42'30" W, a distance of 10.00 feet to a point on the south line of lot 1 for the southeast corner of this tract

TENCE; N 81°17'30" W, along the south line of lot 1, a distance of 378.10 feet to the point of beginning and containing a 0.086 of an acre of land more or less.

EXHIBIT "A" M & T PLAZA

EXHIBIT "A" of 2
Pg. 2 of 2



5

4

Memo

TO: Mike R. Perez, City Manager

FROM: Rudy Elizondo, Planning and Zoning Commission Vice-Chairman R.E.

DATE: May 20, 2013

SUBJECT: REQUEST TO ABANDON A 0.25 ACRE TRACT OF LAND OUT OF A 20 FT. ALLEY ADJACENT TO THE WEST LOT 66, JACKSON MEADOWS SUBDIVISION; 2600 SOUTH JACKSON ROAD.

GOAL:

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

BRIEF DESCRIPTION:

This is a request of Eduardo Cantu, on behalf of Esponjas Development, Ltd. to abandon the above-referenced 20 ft. Alley Right-of-Way (ROW) along the west side of Lot 66 of Jackson Meadows Subdivision. The 20 ft. alley ROW was dedicated as part of Jackson Meadows Subdivision, which was recorded on March 29, 2007 and was improved as part of the subdivision improvements. The property is located on the west side of S. Jackson Road, between E. Yuma and E. Keeton Avenues and is currently zoned C-3 (general business) District and R-3A (multi-family residential apartments) District. The adjacent zoning is A-O (agricultural and open space) District and R-1 (single family residential) District to the north, R-1 to the west, and C-3 & R-3A to the south. The property to the east is located outside the city limits.

The basis for the request is the fact that multifamily residential and commercial developments are now proposed and that there is no need for the public alley ROW since it is proposed to be converted to a private service drive and utility easement. The applicant is also in the process of resubdividing the property, which was submitted under the name of Jackson Meadows, Lots 66A & 66B Subdivision. The proposed resubdivision will provide for a private service drive to service the commercial areas.

The Right-of-Way Department has notified the appropriate city departments and utility companies regarding the request. There were no objections to abandon the 20 ft. alley ROW as requested subject to retaining a 20 ft. utility easement over the right-of-way being abandoned.

OPTIONS:

1. Approve the abandonment request subject to retaining a 20 ft. utility easement over the right-of-way being abandoned – and not taking into effect until the resubdivision is recorded.
2. Table the item for additional information.
3. Disapprove the request.


RECOMMENDATION:

The Planning & Zoning Commission considered this request at their meeting of May 07, 2013.

Following discussion of the item, the Board voted unanimously to recommend to the City Commission approval of the abandonment as requested subject to retaining a 20 ft. utility easement over the ROW being abandoned and not taking effect until the resubdivision is recorded. There were five members present and voting.

Memorandum

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

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

SUBJECT: a 0.25 of an acre tract of land out of a 20.00 foot alley adjacent to the west of Lot 66, Jackson Meadows Subdivision, an addition to the City of McAllen, Hidalgo County, Texas

DATE: May 2, 2013

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

We are recommending approval of the abandonment. **Such abandonment shall be subject to the City retaining a 20 ft. utility easement over the alley being abandoned.**

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



City of McAllen

Planning Department

2013-0063

1300 Houston Avenue • (956) 681-1250 • (956) 681-1279 (fax)

RIGHT-OF-WAY ABANDONMENT APPLICATION

Project Information

Legal Description 20.0' Alley along west side of Lot 66, Jackson Meadows Subdivision

Subdivision Name Jackson Meadows Subdivision

Street Address

Reason for Abandonment Request Replating Lot 66.

Minimum Submittal

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

Owner

Name Esonjas Development, Ltd. Telephone (956) 782-7890

Address 810 W. Ferguson

City Pharr State Texas Zip 78577

Applicant

Name Esonjas Development, Ltd. Telephone (956) 782-7890

Address 810 W. Ferguson

City Pharr State Texas Zip 78577

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

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

Signature [Signature] Date 2-11-13

Owner Authorized Agent

REVISED 9/12

RECEIVED

FEB 12 2013

05 2216

6-B
ASSAD SUBD

7
ESPENSEN ACRES SUBD.

S "L" ST

6-A

6-C

PROPOSED VILLAGES (DELIVERABLES REVISED)
SOUTH SIDE (PRIVATE)

AREA REQUESTED FOR ABANDONMENT

-00 2300

JACKSON RD

YUMA AVE

ONE OAK SUBDIVISION

1-03

VICA SUBDIVISION
LOT 1

GLENDENNING SUBD.
UNIT NO 1 LOT A

S "M" ST

65

59

66

3

E KEETON AVE

E KEETON AVE

JACKSON MEADOWS

33

34

S "M" ST

58

A CANTERA AVE

SUBDIVISION

TURTLE BEACH AVE

49

67-A

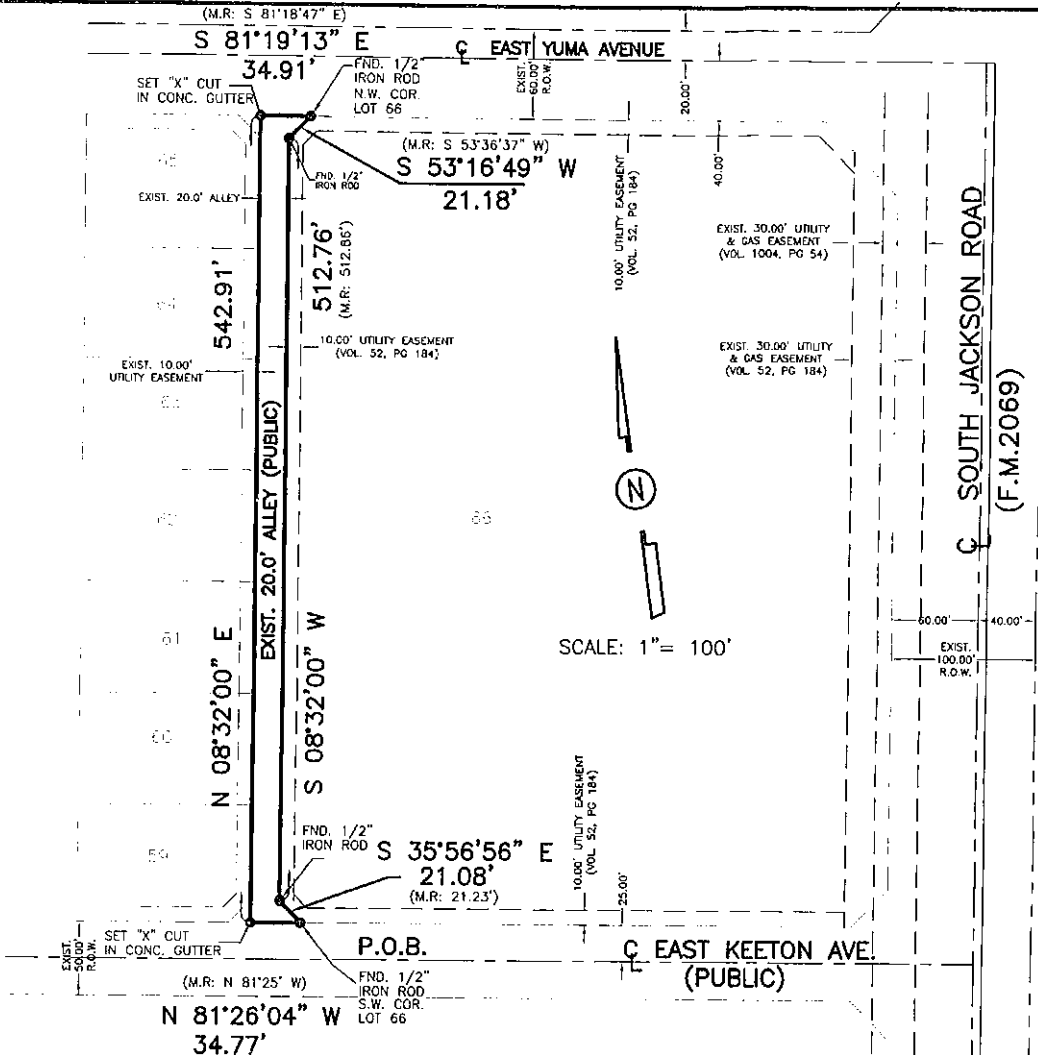
67-B

1

50

JACKSON RD





PLAT SHOWING (ABANDONMENT OF 20.00 FOOT ALLEY)

A 0.25 OF AN ACRE TRACT OF LAND BEING THE 20.00 FOOT ALLEY ADJACENT TO THE WEST OF LOT 66, JACKSON MEADOWS SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGE 184, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "B"
 AREAS OF MINIMAL FLOODING. (NO SHADING)
 C.P.N. 480334 0010 C MAP REVISED: NOVEMBER 2, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH JACKSON MEADOWS SUBDIVISION RECORDED IN VOLUME 52, PAGE 184, MAP RECORDS, HIDALGO COUNTY, TEXAS

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.


I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

EXHIBIT "A"
 PAGE 3 OF 3

VOL. 52 PAGE 184
 SURVEYED FEBRUARY 11, 2013
 OWNER _____

ADDRESS _____
 JOB No. _____
 BOOK No. _____ PAGE _____

Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856




QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527
 OFFICE@QHAENGINEERING.COM

Area requested for Abandonment

PLAT of JACKSON MEADOWS SUBDIVISION

A 33.75 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 8, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS
 PREPARED BY K. M. ENGINEERING CONSULTANT DATE: SEPTEMBER, 2005

STATE OF TEXAS COUNTY OF HIDALGO THE OWNER OF THE LAND ON THIS PLAT AND DESIGNATED HEREIN AS JACKSON MEADOWS SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN AND WHOSE NAME IS SUBSCRIBED HEREIN DO HEREBY GRANT AN EASEMENT TO SAID CITY AND THOSE WHO MAY HOLD OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREET TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROMISE THE ANY FUTURE COLOURS RELATING TO SAID CITY AND RESIDENTS OF THE SUBDIVISION AND THEIR GUEST THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE PORTIONS OF E. YUMA AVE. AND S. JACKSON ROAD AND THE COMMERCIAL PORTION OF E. KEELTON AVE. AND ALLEYS FOR USE AS RIGHTS OF WAYS DEDICATED TO THE CITY OF McALLEN.

OWNER: ESPONAS DEVELOPMENT, LTD (EDUARDO CANTU, MANAGING MEMBER RIG W FERGUSON PHOENIX, AZ 75037

STATE OF TEXAS COUNTY OF HIDALGO I (WE) THE UNDERSIGNED, HOLDER(S) OR ONLY AUTHORIZED OFFICER(S) OF THE HOLDER(S) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE JACKSON MEADOWS SUBDIVISION, OF THE CITY OF McALLEN, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROMISE THE ANY FUTURE COLOURS RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATING OF THE PROPERTY AS PROVIDED HEREIN

SECURITY INTEREST HOLDER: COMSTAR NATIONAL BANK OSCAR RODRIGUEZ, VP

STATE OF TEXAS COUNTY OF HIDALGO BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED EDUARDO CANTU & OSCAR RODRIGUEZ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXERCISED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27th DAY OF March 2007.



City of McAllen, Texas

STATE OF TEXAS COUNTY OF HIDALGO THIS SUBDIVISION PLAT OF JACKSON MEADOWS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION DATED THIS 26th DAY OF March 2007.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT UNDER TEXAS WATER CODE §48.121(b) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS

STATE OF TEXAS COUNTY OF HIDALGO I, JOSE MARIO GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT



STATE OF TEXAS COUNTY OF HIDALGO I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO MISTAKE EASEMENTS OR ENCUMBRANCES EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED

JOSE MARIO GONZALEZ REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5271 323 W CANO EDINBURG, TEXAS 78538



LOT NO	AREA	LOT NO	AREA
1	11,113.57	35	8,587.57
2	8,702.57	36	8,587.57
3	8,702.57	37	8,587.57
4	8,702.57	38	8,587.57
5	8,702.57	39	8,587.57
6	8,702.57	40	8,587.57
7	8,702.57	41	8,587.57
8	8,702.57	42	8,587.57
9	8,702.57	43	8,587.57
10	8,702.57	44	8,587.57
11	8,702.57	45	8,587.57
12	8,702.57	46	8,587.57
13	8,702.57	47	8,587.57
14	8,702.57	48	8,587.57
15	8,702.57	49	8,587.57
16	8,702.57	50	8,587.57
17	8,702.57	51	8,587.57
18	8,702.57	52	8,587.57
19	8,702.57	53	8,587.57
20	8,702.57	54	8,587.57
21	8,702.57	55	8,587.57
22	8,702.57	56	8,587.57
23	8,702.57	57	8,587.57
24	8,702.57	58	8,587.57
25	8,702.57	59	8,587.57
26	8,702.57	60	8,587.57
27	8,702.57	61	8,587.57
28	8,702.57	62	8,587.57
29	8,702.57	63	8,587.57
30	8,702.57	64	8,587.57
31	8,702.57	65	8,587.57
32	8,702.57	66	8,587.57
33	8,702.57	67	8,587.57
34	8,702.57	68	8,587.57

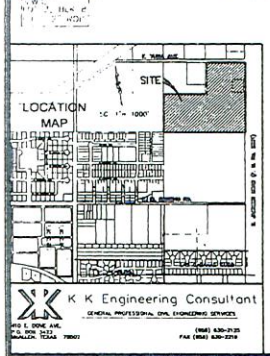
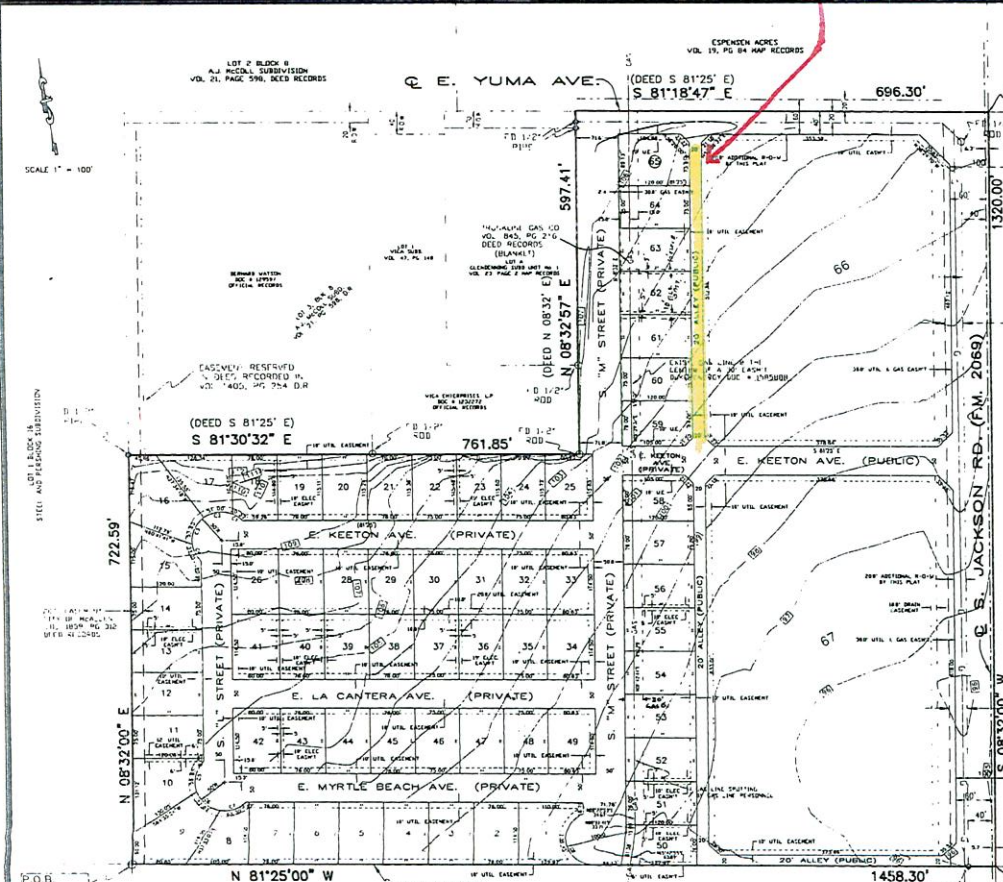


THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT ON THIS 27th DAY OF March 2007.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT RIGHTS-OF-WAYS OR EASEMENTS

FILED FOR RECORD IN HIDALGO COUNTY BY ARTURO GONZALEZ, JR. COUNTY CLERK

GENERAL PLAT NOTES:
 1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT.
 2. THE SUBDIVISION IS IN ZONE "R" OF THE FLOOD INSURANCE RATE MAP COUNTY PANEL NO. 480343-0010 C DATED NOVEMBER 2, 1982.
 3. MINIMUM BUILDING SETBACK SHALL BE AS FOLLOWS:
 A) FOR THE RESIDENTIAL LOTS:
 FRONT: 20' OR GREATER FOR EASEMENTS (E.L. LOTS 10-11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)
 REAR: 10' OR GREATER FOR EASEMENTS (E.L. LOTS 10-15) AND 20' OR GREATER FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.
 SIDE: 8' EXCEPT WHERE ADJACENT TO STREET SHALL BE 10' OR GREATER FOR EASEMENTS GARAGE: 10' EXCEPT WHERE GREATER SETBACK REQUIRED.
 B) FOR THE COMMERCIAL LOTS (LOTS 66 & 67)
 5' JACKSON RD. 60' OR GREATER FOR APPROVED SITE PLAN
 E. YUMA AVE. 40' OR GREATER FOR APPROVED SITE PLAN
 REAR: 10' OR GREATER FOR APPROVED SITE PLAN
 SOUTH SIDE OF LOT 67: 10' OR GREATER FOR APPROVED SITE PLAN
 4. A TOTAL OF 2,665.40 SQ. FEET (60.56 ACRES) OF DETENTION IS REQUIRED FOR THIS SUBDIVISION AND THIS SHALL BE ACCOMPLISHED BY: A) RESIDENTIAL: 600 C.F. PER LOT AND B) COMMERCIAL: 76,565 C.F. OR 5,809 C.F. PER ACRE AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPT. IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT
 5. THE CITY OF McALLEN TO HAVE A 25'X25' CORNER CUP EASEMENT AT STREET INTERSECTIONS MEASURED FROM THE CURB
 6. 4' SIDEWALK IS REQUIRED ON S. JACKSON ROAD, E. YUMA AVE., AND BOTH SIDES OF S. W. STREET AND ALL INTERIOR STREETS
 7. 6' BUFFER IS REQUIRED ALONG E. YUMA AVE. AND FROM BETWEEN RESIDENTIAL AND COMMERCIAL ZONES/USES
 8. NO CURB CUTS, ACCESS, OR LOT FRONTAGE PERMITTED ALONG E. YUMA AVE. FOR LOT 65
 9. LOT OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE SIDEWALKS/WALKWAYS, STREETS, ALL COMMON AREAS, AND NOT THE CITY OF McALLEN
 10. BENCHMARK (McALLEN CODE M30 - ELEV. 95.41) AT THE WEST BOUND OF S. JACKSON RD., 87' WEST FROM THE E.O.P. OF S. JACKSON RD. AND 692 FT NORTH OF C.O. OF E.L. RANCHO RD.
 11. ALL UTILITIES MUST BE ON PRIVATE PROPERTY AND MAINTAINED BY THE LOT OWNERS AS AGENT TO BUFFER FENCES
 12. LOT OWNERS OR BUILDERS SHOULD CONTACT THE CAS COMPANY FOR EXACT LOCATION OF THE LINE BEFORE THE CONSTRUCTION OF THE HOUSE
 13. SITE PLAN MUST BE APPROVED BY PLANNING & ZONING COMMISSION PRIOR TO ISSUANCE OF BUILDING PERMITS FOR LOTS 66 AND 67
 14. NO REAR DRIVEWAY, ACCESS, PERMITTED ALONG 25' ALLEY FOR LOTS 50-65
 15. COMMON AREAS, PRIVATE STREETS, ETC. TO BE MAINTAINED BY LOT OWNERS, NOT THE CITY OF McALLEN
 16. UTILITIES ON LOTS 42-49 SHALL BE ADDRESSED AND FRONT E. LA CANTERA AVE. ONLY.



K K Engineering Consultant
 GENERAL PROFESSIONAL AND ENGINEERING SERVICES
 1001 S. 10th St., Suite 100, McAllen, TX 78501
 (361) 430-1312
 FAX (361) 430-1319

CURVE	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C1	29.32	50.00	10.91	26.18	23°17'22"
C2	35.00	50.00	17.77	43.02	36°29'37"
C3	53.89	50.00	29.03	51.74	61°38'44"
C4	33.01	50.00	13.73	32.41	37°44'00"
C5	50.85	50.00	21.94	53.84	57°08'35"
C6	59.89	50.00	29.20	62.46	66°36'35"
C7	49.30	50.00	25.22	49.44	53°08'45"
C8	136.45	50.00	69.88	97.68	136°21'25"

WETES & BOUNDS
 A 33.75 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 8, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS SAID 33.75 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 COMMENCING AT A 1/2" ROD FOUND AT THE SOUTHWEST CORNER OF LOT 3 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING.
 THENCE NORTH 08°32'00" EAST, WITH THE WEST LINE OF SAID LOT 3 A DISTANCE OF 722.58 FEET TO A 1/2" PIPE FOUND AT THE SOUTHWEST CORNER OF THE BERNARD WATSON TRACT RECORDED IN DOCUMENT NO. 129591 OFFICIAL RECORDS, FOR A CORNER OF THIS TRACT OF LAND.
 THENCE SOUTH 81°30'32" EAST (DEED 8125' E), A DISTANCE OF 761.85 FEET TO A 1/2" ROD FOUND AT THE SOUTHEAST CORNER OF THE MCA ENTERPRISES TRACT RECORDED IN VOLUME 123272 OFFICIAL RECORDS FOR A CORNER OF THIS TRACT OF LAND.
 THENCE NORTH 08°25'50" EAST, AT 577.46 FEET PASS A 1/2" PIPE FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF YUMA STREET, AT 597.41 FEET IN ALL TO THE NORTH LINE OF SAID LOT 3 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.
 THENCE SOUTH 81°48'47" EAST (DEED S 8125' E), WITH SAID NORTH LINE A DISTANCE OF 696.30 FEET TO THE NORTH EAST CORNER OF SAID LOT 3 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.
 THENCE SOUTH 08°25'50" WEST, WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND.
 THENCE NORTH 81°25'00" WEST, AT 45.7 FEET PASS A 1/2" PIPE FOUND AT THE WEST RIGHT-OF-WAY LINE OF JACKSON ROAD, AT 1458.30 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 33.75 ACRES OF LAND MORE OR LESS.



AREA REQUESTED FOR ABANDONMENT

ESPENSEN ACRES SUBD.

ASSAD SUBD.

PROPOSED VILLAGES (REVISED) ANGELO SUBD.

JACKSON RD

YUMA AVE

S "M" ST

E KEETON AVE

JACKSON RD



3

8

67-A

67-B

65

66

59

58

33

34

49

1

50

2

4

7

6-A

6-C

6-B

5

4

3

2

5

6

7

8

9

10

07-03

ONE OAK SUBDIVISION

VIGA SUBDIVISION LOT 1

GLENDENNING SUBD. UNIT NO 1 LOT A

JACKSON MEADOWS

LA CANTERA AVE

WINDY DIVISION

WINDY BEACH AVE

ORDINANCE NO. 2013-_____

AN ORDINANCE ABANDONING A 0.25 OF AN ACRE TRACT OF LAND BEING THE 20.00 FOOT ALLEY ADJACENT TO THE WEST OF LOT 66, JACKSON MEADOWS SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGE 184, MAP RECORDS, HIDALGO COUNTY, TEXAS; RETAINING A 20 FT. UTILITY EASEMENT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

SECTION I: That a 0.25 of an acre tract of land being the 20.00 foot alley adjacent to the west of Lot 66, Jackson Meadows Subdivision, an addition to the City Of McAllen, Hidalgo County, Texas is hereby declared to be abandoned by the City of McAllen as being of no use to the public; the alley is shown on EXHIBIT "A" attached hereto and incorporated herein, save and except for an easement retained for public utilities over the abandoned alley

This abandonment is specifically subject to the retention of a 20 ft. utility easement over the alley being abandoned. This abandonment shall not be recorded until and unless the replat of Lot 66, Jackson Meadows Subdivision, an addition to the City of McAllen, (the "Plat") is recorded.

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

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

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

SECTION V: This Ordinance shall become effective only upon Plat recordation and signature.

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

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

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

CONSIDERED, PASSED and APPROVED this ____ day of _____, 20__, 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 _____, 20__.

CITY OF McALLEN

By: _____
James E. Darling, City Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

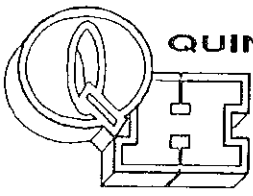
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of the City of McAllen, Texas, a municipal corporation of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged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

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this _____ day of _____, 20____.

Notary Public - State of Texas

Approved as to form:

Gary Henrichson, Assistant City Attorney



Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS

ABANDONMENT OF 20.00 FOOT ALLEY

A 0.25 OF AN ACRE TRACT OF LAND BEING THE 20.00 FOOT ALLEY ADJACENT TO THE WEST OF LOT 66, JACKSON MEADOWS SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGE 184, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF EAST KEETON AVE. FOR THE SOUTHWEST CORNER OF LOT 66 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°26'04" W (MAP RECORD: N 81°25'00" W), ALONG THE NORTH RIGHT OF WAY LINE OF EAST KEETON AVE., A DISTANCE OF 34.77 FEET TO AN "X" MARK MADE IN CONCRETE FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°32'00" E, PASSING AT 15.00 FEET A CORNER FOR LOT 59, AND CONTINUING ALONG THE EAST LINE OF LOTS 59 THRU 65 AND ALONG THE WEST RIGHT OF WAY LINE OF A 20.00 FOOT ALLEY, PASSING AT 527.91 FEET A CORNER FOR LOT 65, A TOTAL DISTANCE OF 542.91 FEET TO AN "X" MARK MADE ON CONCRETE ON THE SOUTH RIGHT OF WAY LINE OF EAST YUMA AVE. FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°19'13" E (MAP RECORD: S 81°18'47" E), ALONG THE SOUTH RIGHT OF WAY LINE OF EAST YUMA AVE., A DISTANCE OF 34.91 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 66 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 53°16'49" W (MAP RECORD: S 53°36'37" W), ALONG THE WEST LINE OF LOT 66 AND THE EAST RIGHT OF WAY LINE OF SAID 20.00 FOOT ALLEY, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF LOT 66 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°32'00" W, ALONG THE WEST LINE OF LOT 66 AND THE EAST RIGHT OF WAY LINE OF SAID 20.00 FOOT ALLEY, A DISTANCE OF 512.76 FEET (MAP RECORD: 512.86 FEET) TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF LOT 66 AND AN INTERIOR CORNER OF THIS TRACT.

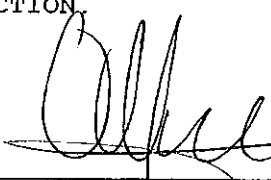
THENCE; S 35°56'56" E, ALONG THE EAST RIGHT OF WAY LINE OF SAID 20.00 FOOT ALLEY, A DISTANCE OF 21.08 FEET (MAP RECORD: 21.23 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.25 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JACKSON MEADOWS SUBDIVISION, RECORDED IN VOLUME 52, PAGE 184, MAP RECORDS, HIDALGO COUNTY, TEXAS.

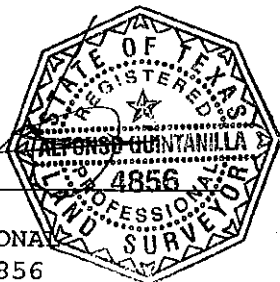
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: FEBRUARY 11, 2013



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 21
DATE SUBMITTED 05/20/13
MEETING DATE 05/28/13

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

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

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
Variance request to the secondary access requirement for gated streets providing access to 30 or more dwelling units; 2500 North Taylor Road.

4. **Policy Implication:** Section 134-167(c) of the Subdivision Ordinance.

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

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

If over budget how will it be paid for: _____

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

7. **Routing:**

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u> Julianne R. Rankin, </u> <u> Planning Director </u>	<u> JRR </u>	<u> 05/21/2013 </u>	<u> Yes </u>
b)	_____	_____	_____	_____

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

9. **Advisory Board:** X **Approved** **Disapproved** **None**
The Planning and Zoning Commission considered the requested variance at their meeting of May 7, 2013. Following discussion of the item, the board unanimously voted to approve the subdivision in revised preliminary form with a favorable recommendation to the City Commission for approval of the requested variance. There were five members present and voting.

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

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

Memo

TO: Mike R. Perez, City Manager

FROM: Rudy Elizondo, Vice-Chairman, Planning & Zoning Commission R.E.

DATE: May 20, 2013

SUBJECT: PROPOSED MONTE VISTA SUBDIVISION – VARIANCE REQUEST TO THE SECONDARY ACCESS REQUIREMENT FOR GATED STREETS PROVIDING ACCESS TO 30 OR MORE DWELLING UNITS; 2500 NORTH TAYLOR ROAD.

GOAL:

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

BRIEF DESCRIPTION:

Monte Vista Subdivision consists of 15.25 gross acres with 38 lots proposed for single family residential use and is located on the east side of N. Taylor Road, approximately ¼ mile south of Daffodil Avenue. The property is currently vacant and was zoned R-1 (single family residential) District at the City Commission meeting on January 14, 2013. The adjacent zoning is A-O (agricultural and open space) District to the north, east and south, and R-1 (single family residential) District and R-4 (mobile home) District also to the north. The property to the west is outside city limits.

Variances to the 800 ft. block length, cul-de-sac street exceeding 600 ft. in length, and minimum lot width requirement were approved by the City Commission at their meeting of January 28, 2013. The plat was approved in final form as a public subdivision by the Planning and Zoning Commission on March 19, 2013.

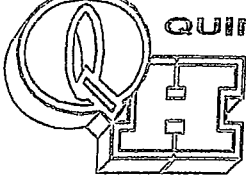
The project engineer, Mr. Eulalio Ramirez, P.E., on behalf of the developer has since resubmitted the subdivision as private with a gated entrance with 38 residential lots. Mr. Ramirez is requesting a variance to the secondary access requirement for gated streets. The variance is from Section 134-167(c) of the Subdivision Ordinance, which states that a secondary access shall be required for gated streets providing access to 30 or more dwelling units. The project engineer has indicated that the basis for the request is based on the same number of lots without a secondary access, as previously approved.

OPTIONS:

1. Approve the variance as requested by the developer.
2. Table the item for additional information.
3. Disapprove the variance as requested and require the secondary access for gated streets providing access to 30 or more dwelling units.

RECOMMENDATION:

The Planning and Zoning Commission considered the requested variance at their meeting of May 7, 2013. The project engineer and developer were present at the meeting. There was a brief discussion regarding the previous variances that were granted by the City Commission, which included the cul-de-sac street length, 800 ft. block length without a cross street, and secondary access requirement as a public subdivision. Following discussion of the item, the Planning and Zoning unanimously voted to approve the subdivision in revised preliminary form with a favorable recommendation to the City Commission for approval of the requested variance. There were five members present and voting.



Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 10041100

Municipal & County Projects ★ Subdivisions*Surveys

April 30, 2013

City of McAllen
Julie Rankin, Planning Director
1300 Houston Street
McAllen, TX 78501

Re: **Proposed Monte Vista Subdivision**

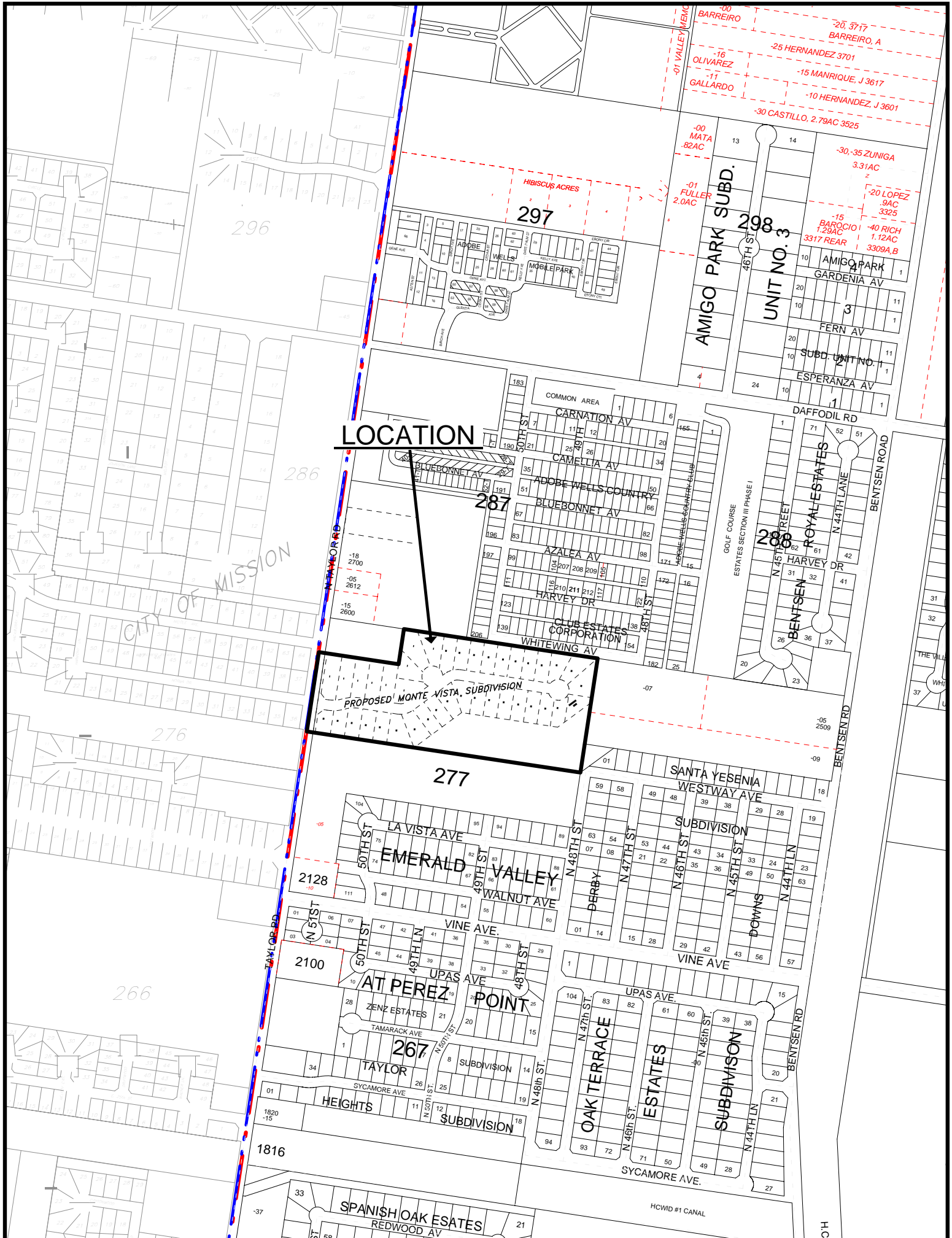
Dear Ms. Rankin:

This letter is to request a variance to the subdivision ordinance section 134-167 (c) which states a secondary access shall be required for gated streets providing access to 30 or more dwelling units. This proposed subdivision was originally submitted and approved as public. The approvals were based on the same number of lots 38 and without a secondary access. However now that the developer is requesting to make his subdivision private, now we must formally request a variance to this subdivision section which was not applicable as a public subdivision.

Should you have any questions or require additional information, please do not hesitate to contact my office. Thank you.

Sincerely,

Eulalio Ramirez, P.E.



LOCATION

PROPOSED MONTE VISTA SUBDIVISION

296

297

286

287

276

277

266

1816

AMIGO PARK SUBD.

UNIT NO. 3

LOCATION

PROPOSED MONTE VISTA SUBDIVISION

EMERALD VALLEY

AT PEREZ POINT

TAYLOR SUBDIVISION

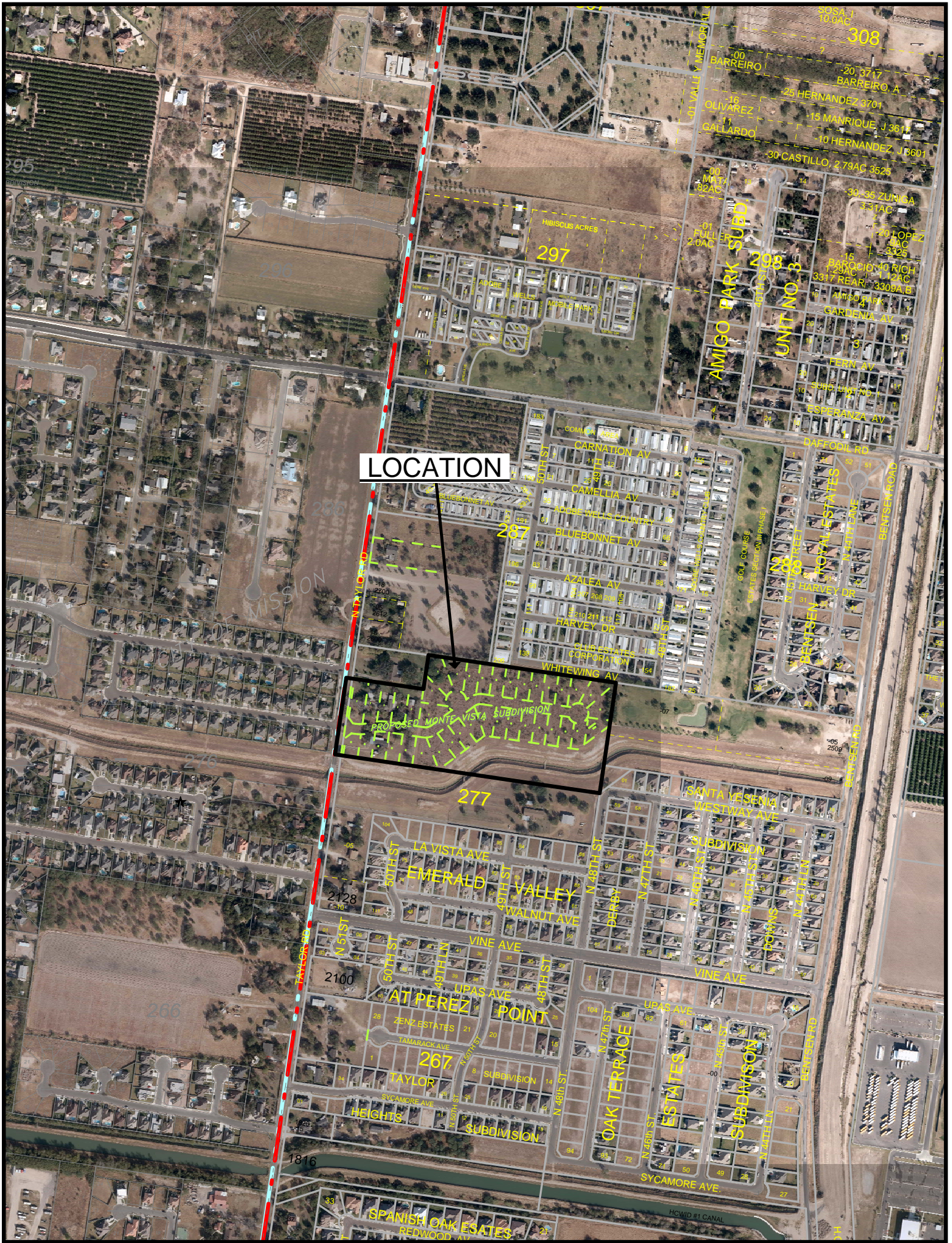
HEIGHTS SUBDIVISION

SPANISH OAK ESATES

HCWD #1 CANAL

CH

LOCATION



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 ANZALDUAS BRIDGE _____

AGENDA ITEM 3A
 DATE SUBMITTED 05/15/13
 MEETING DATE 05/28/13

1. Agenda Item: **AWARD OF CONTRACT – DRAINAGE IMPROVEMENTS – KENDLEWOOD AVENUE (19TH ST TO 22ND ST) – Project # B-12-MC48-0506**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consider and approve award of contract to Dos Logistics, Inc. of Weslaco, Texas for the Drainage Improvements-Kendlewood Avenue (19th St to 22nd St)

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

5. Budgeted: X Yes No N/A

Project #	B-12-MC48-0506	Project Budget
Funding Source:	132-8038-437-91-03 (ZA3812)	\$ 485,800.00 (CDBG)
Low Bid Amount:	Drainage	\$ 479,745.77
Amount Under Budget		\$ 6,054.23

6. Alternate Option/Costs **1) Reject all bids and re-bid. 2) Award Base Bid for total price of \$479,745.77**

7. Routing: NAME/TITLE

	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>R. Rodriguez, PE, General Manager</u> Assistant City Manager	<u>RR</u>	<u>5/21/13</u>	<u>YES</u>
b.) <u>Y. Barrera, PE, CFM, City Engineer</u>	<u>YB</u>	<u>5/24/13</u>	<u>yes</u>
c.) <u>J. Dale, CPA, Director of Finance</u>	_____	_____	_____
d.) <u>S. Zamora, CPM,</u> Director of Purchasing & Contracting	_____	_____	_____
e.) <u>P. Martinez, CDBG Director</u>	<u>PM</u>	<u>5/21/13</u>	<u>YES</u>

Staff Recommendation: **Approve Award of Contract to Dos Logistics, Inc. as the lowest bidder in the amount of \$479,745.77 and to be constructed in no more than 100 working days**

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved ^{KP} Disapproved None
Table for Executive Session

11. Manager's Recommendation: MRP Approved Disapproved None



**ENGINEERING DEPARTMENT
MEMORANDUM**

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer

A handwritten signature in blue ink, appearing to read 'Yvette Barrera', written over the printed name.

Date: May 15, 2013

Subject: Award of Contract - Drainage Improvements-Kendlewood Avenue (19th St to 22nd St) -Project No. B-12-MC48-0506

Goal

Consider and approve Award of Contract to Dos Logistics, Inc. of Weslaco, Texas for the Drainage Improvements-Kendlewood Avenue (19th St to 22nd St).

Explanation

On May 9, 2013 the Purchasing and Contracting department received six (6) bid proposals for the above referenced project. The project involves construction of stormwater improvements to include installation of new inlets and storm sewer. The proposed storm sewer will connect to the existing drainage infrastructure on Hackberry Avenue at 19th Street. The following is a summary of the bids received.

Bid Summary:

Rank	Company Name	Company Location	Bid Amount
1	Dos Logistics, Inc.	Weslaco	\$ 479,745.77
2	OG Construction Company, LLC	Edinburg	\$ 487,900.00
3	Jimmy Closner & Sons Construction Co., Inc.	Mercedes	\$ 592,791.00
4	REIM Construction, Inc.	Mission	\$ 598,964.50
5	Texas Cordia Construction, LLC	Edinburg	\$ 805,943.33
6	Rovan Texas, LLC	Mercedes	\$ 849,427.02

A bid tab is attached for your reference.

Options

- 1) Reject all bids and re-advertise the project.
- 2) Award bid to lowest bidder for total project cost of \$ 479,745.77.

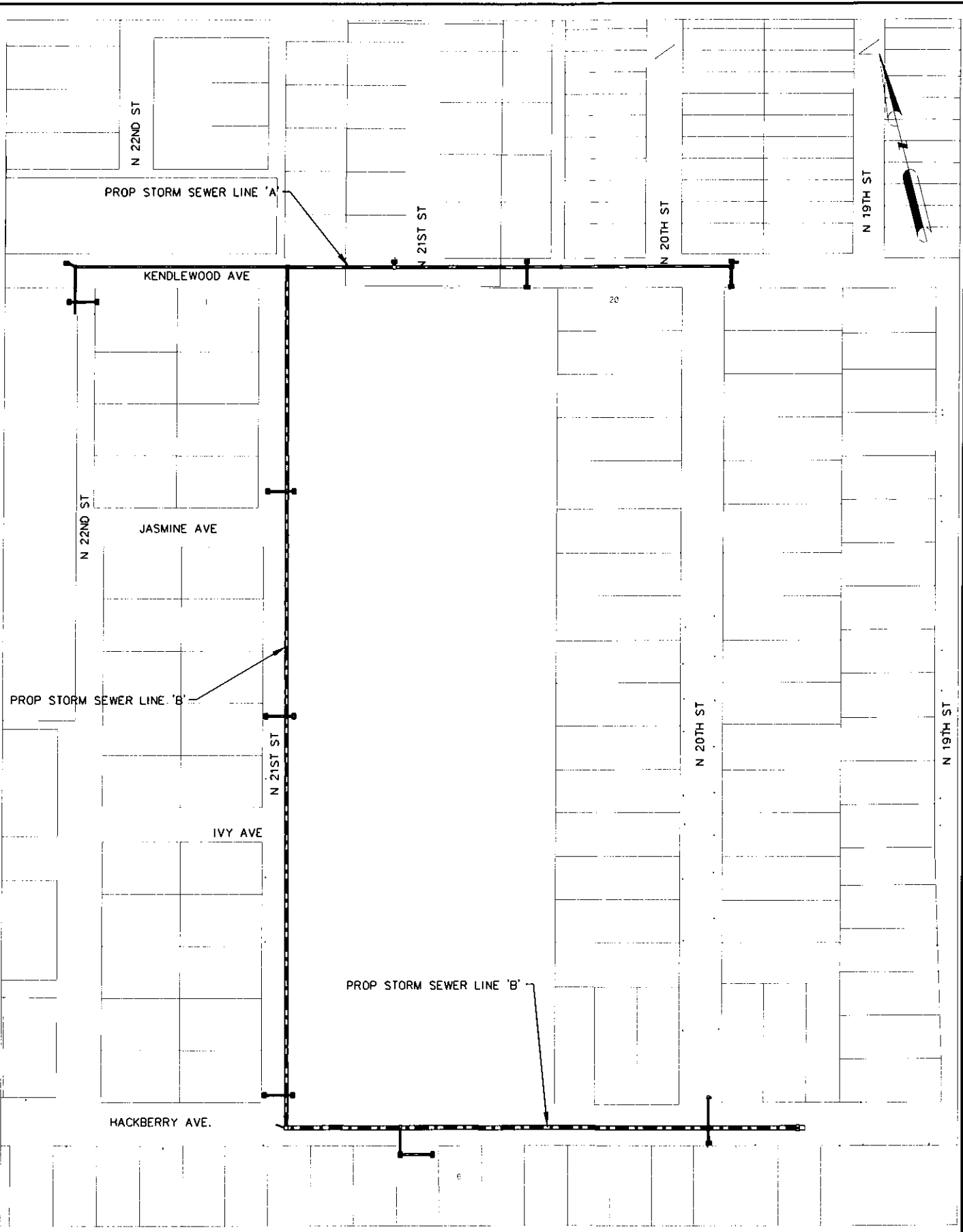
Recommendation

Award of Contract is recommended to the low bidder, **Dos Logistics, Inc.**, from Weslaco, Texas in the amount of **\$479,745.77** with all work to be completed in not more than **100 working days**.

BID OPENING: MAY 09, 2013 AT 3:00 P.M.
LOCATION: LARGE CONFERENCE ROOM

#REF!
#REF!

BIDDERS:						DOS LOGISTICS, INC.		O.G. CONSTRUCTION COMPANY LLC		JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.		REIM CONSTRUCTION INC.		TEXAS CORDIA CONSTRUCTION, LLC		ROVAN TEXAS, LLC	
						WESLACO, TX		EDINBURG, TX		MERCEDAS, TX		MISSION, TX		EDINBURG, TX		MERCEDAS, TX	
ITEM #	CLASS-ITEM	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	968-73	BASE	Remove exist storm sewer structure, all depths, including plugging and/or removal of adjacent storm sewer	EA	2	\$9,647.50	\$19,295.00	\$2,500.00	\$5,000.00	\$700.00	\$1,400.00	\$456.00	\$912.00	\$2,765.67	\$5,531.34	\$3,913.46	\$7,826.92
2	968-73	BASE	12" PVC, SDR 26, all depths, complete in place	LF	46	\$44.27	\$2,036.42	\$79.50	\$3,657.00	\$50.00	\$2,300.00	\$40.25	\$1,851.50	\$101.89	\$4,686.48	\$62.61	\$2,880.06
3	968-73	BASE	24" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	601	\$47.67	\$28,649.67	\$48.00	\$28,848.00	\$65.00	\$39,065.00	\$70.00	\$42,070.00	\$71.88	\$43,199.88	\$97.14	\$58,381.14
4	968-73	BASE	30" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	242	\$59.02	\$14,282.84	\$68.00	\$16,456.00	\$80.00	\$19,360.00	\$87.00	\$21,054.00	\$89.44	\$21,644.48	\$128.73	\$30,668.66
5	968-73	BASE	36" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	281	\$85.13	\$23,921.53	\$88.00	\$24,728.00	\$105.00	\$29,505.00	\$114.00	\$32,034.00	\$111.80	\$31,415.80	\$161.45	\$45,367.45
6	968-73	BASE	42" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	992	\$93.07	\$92,325.44	\$92.00	\$91,264.00	\$125.00	\$124,000.00	\$133.00	\$131,936.00	\$135.46	\$134,376.32	\$177.25	\$175,832.00
7	968-73	BASE	54" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	496	\$112.37	\$55,735.52	\$148.00	\$73,408.00	\$165.00	\$81,840.00	\$184.00	\$91,264.00	\$228.68	\$113,425.28	\$237.10	\$117,601.60
8	968-73	BASE	60" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	114	\$147.55	\$16,820.70	\$198.00	\$22,572.00	\$195.00	\$22,230.00	\$237.00	\$27,018.00	\$250.81	\$28,592.34	\$447.48	\$51,012.72
9	968-73	BASE	Type "A" inlet, all depths, complete in place	EA	11	\$2,610.50	\$28,715.50	\$3,900.00	\$42,900.00	\$2,700.00	\$29,700.00	\$2,360.00	\$25,960.00	\$3,330.84	\$36,639.24	\$2,935.82	\$32,294.02
10	968-73	BASE	Type "A" inlet with extension, all depths, complete in place	EA	1	\$2,837.50	\$2,837.50	\$5,500.00	\$5,500.00	\$3,400.00	\$3,400.00	\$2,760.00	\$2,760.00	\$3,331.46	\$3,331.46	\$3,920.46	\$3,920.46
11	968-73	BASE	Type "F" inlet, all depths, complete in place	EA	5	\$3,632.00	\$18,160.00	\$3,900.00	\$19,500.00	\$3,700.00	\$18,500.00	\$2,890.00	\$14,450.00	\$3,563.83	\$17,819.15	\$3,255.83	\$16,279.15
12	968-73	BASE	4-ft reinforced concrete storm sewer manhole, all depths, complete in place	EA	2	\$3,405.00	\$6,810.00	\$4,800.00	\$9,600.00	\$3,400.00	\$6,800.00	\$3,970.00	\$7,940.00	\$5,373.26	\$10,746.52	\$2,782.32	\$5,564.64
13	968-73	BASE	4-ft reinforced concrete conflict storm sewer manhole, all depths, complete in place	EA	1	\$4,540.00	\$4,540.00	\$5,600.00	\$5,600.00	\$4,900.00	\$4,900.00	\$5,360.00	\$5,360.00	\$6,613.24	\$6,613.24	\$5,126.52	\$5,126.52
14	968-73	BASE	5-ft reinforced concrete storm sewer manhole, all depths, complete in place	EA	6	\$4,767.00	\$28,602.00	\$5,200.00	\$31,200.00	\$4,400.00	\$26,400.00	\$4,630.00	\$27,780.00	\$5,402.89	\$32,417.34	\$4,505.00	\$27,030.00
15	968-73	BASE	5-ft reinforced concrete conflict storm sewer manhole, all depths, complete in place	EA	1	\$7,377.50	\$7,377.50	\$6,500.00	\$6,500.00	\$5,900.00	\$5,900.00	\$6,000.00	\$6,000.00	\$6,642.37	\$6,642.37	\$6,081.00	\$6,081.00
16	968-73	BASE	Type "M" Manhole, all depths, complete in place	EA	5	\$3,632.00	\$18,160.00	\$4,200.00	\$21,000.00	\$6,000.00	\$30,000.00	\$5,290.00	\$26,450.00	\$5,762.68	\$28,813.40	\$5,946.15	\$29,730.75
17	968-73	BASE	Type "M" Manhole with conflict, all depths, complete in place	EA	1	\$5,675.00	\$5,675.00	\$5,500.00	\$5,500.00	\$8,200.00	\$8,200.00	\$7,770.00	\$7,770.00	\$6,992.37	\$6,992.37	\$9,333.71	\$9,333.71
18	968-73	BASE	Trench safety as per OSHA	LF	2,772	\$0.85	\$2,356.20	\$2.50	\$6,930.00	\$2.00	\$5,544.00	\$1.25	\$3,465.00	\$2.40	\$6,652.80	\$3.86	\$10,699.92
19	968-73	BASE	Pavement cut and restore, match existing pavement section (min 2-in HMA 8-in base), complete in place	LF	2,772	\$23.27	\$64,504.44	\$14.50	\$40,194.00	\$25.00	\$69,300.00	\$25.75	\$71,379.00	\$75.78	\$210,062.16	\$37.42	\$103,728.24
20	968-73	BASE	Remove sidewalk and replace with ADA compliant ramp, complete in place	EA	2	\$2,497.00	\$4,994.00	\$750.00	\$1,500.00	\$1,400.00	\$2,800.00	\$1,540.00	\$3,080.00	\$4,090.14	\$8,180.28	\$2,144.24	\$4,288.48
21	968-73	BASE	Remove pavement and replace with 6" thick concrete valley gutter	SF	823	\$9.65	\$7,941.95	\$6.50	\$5,349.50	\$9.00	\$7,407.00	\$7.00	\$5,761.00	\$18.88	\$15,538.24	\$8.39	\$6,904.97
22	968-73	BASE	6" Monolithic Concrete curb, complete in place	LF	72	\$39.73	\$2,860.56	\$10.00	\$720.00	\$20.00	\$1,440.00	\$11.25	\$810.00	\$28.32	\$2,039.04	\$24.05	\$1,731.60



11/12/2013

C:\Users\p... \Documents\13\2013\01\12\13\CONCEPTUAL_PLAN.dwg



CONCEPTUAL PLAN

SCALE:	H=0.01" = 1'-0"
DATE:	09/11/13
DESIGNED BY:	
CHECKED BY:	
APPROVED BY:	
SHEET NO.:	1 OF 1

STANDARDIZED RECOMMENDATION FORM

3B

CITY COMMISSION X
BRIDGE BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 05/20/13
MEETING DATE 05/28/13

1. Agenda Item: Consider and Approve Change Order #2 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 has requested an additional 40 days to complete project. Upon staff review, work items pending justify 20 day extension. Seeking Boards directive on pursuing contract...

4. Policy Implication: _____

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

FUNDING SOURCE 566-8708-436.66-30 CA1004

Contract Amount	\$ 716,000.00	150 Days
3/11/13 Change Order #1	\$ 7,080.00	30 Days
Proposed Change Order #2	-	29 Days
Revised Contract Amount	\$ 723,080.00	200 Days

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 YB 5/21/13 yes

b.) Rigo Villarreal, Bridge Superintendent _____

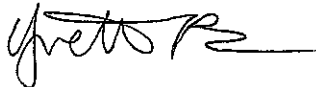
8. Staff Recommendation: Approval of Change Order #2 for 20 additional days, a total of 200 days.

9. Advisory Board: ML Approved _____ Disapproved _____ None

10. City Attorney: KP Approved _____ Disapproved _____ None

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

To: Mike R. Perez, City Manager

From: Yvette Barrera, P.E., CFM, City Engineer 

Date: May 20, 2013

Subject: **Bridge Pedestrian Canopy Northbound Phase III
Project No. 12-11-C05-132 : Change Order #2**

Goal

Consider and authorize approval of Change Order #2 for the McAllen-Hidalgo Bridge Pedestrian Canopy Northbound Phase III project.

Explanation

Our original contract was for 120 days [due 2/26/13]. On 3/11/13 CO#1 was issued increasing contract by \$7,080 and granting 30 additional days [4/10/13] due to IBWC scheduling conflict. Celso Gonzalez Construction has requested an additional 40 days [6/6/13]. The project is currently pending corrective action on brick columns and curved roof panels [\$31,000].

CURRENT CONTRACT AMOUNT:	\$723,080.00	Days: 150 [4/10/13]
AMOUNT COMPLETED TO DATE	\$576,695.08	(79.3%)
BALANCE TO FINISH	\$117,550.17	

The item was presented before the Bridge Board on May 13, 2013 for review and recommendation. After a brief discussion, the Board recommended approval of 29 additional days.

Options

- 1) Approve change order for additional days
- 2) Disapprove change order and authorize liquid dated damages \$300/day

Recommendation

Based upon review of this office, staff recommends an additional 29 days extending due date to May 21st, thereafter encumbering liquidated damages of \$300 per day.

CITY OF MCALLEN
STANDARD RECOMMENDATION FORM

<u>CITY COMMISSION</u>	_____ X _____	AGENDA ITEM	_____ 3C _____
UTILITY BOARD	_____	DATE SUBMITTED	_____
PLANNING & ZONING COMMISSION	_____	MEETING DATE	_____
OTHER			

1. Agenda Item: Award Contract for Food and Beverage Concession at the McAllen International Airport.
2. Party Making Request: DEPARTMENT OF AVIATION _____
3. Nature of Request: (Brief Overview) Attachments: _____ X _____ Yes _____ No

The Department of Aviation solicited Proposals (RFP) for Development and Management of a Food and Beverage Concession at the McAllen International Airport. Staff requested proposals offering a variety of food and beverage venues including a pre-security quick service kiosk, post security gourmet coffee venue, two post security quick service venues and a post security bar. Three proposals were received. The evaluation committee reviewed the proposals and requested interviews with D&M Coffee Co. Inc. and Welsaco Subs dba Subway. The committee recommends award of the food and beverage concession contract to D&M Coffee Co. Inc.

4. Policy Implication: None. _____
5. Budgeted: _____ YES _____ NO _____ X _____ N/A

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> |
|------------------------------------|----------------|-------------|-------------------------------------|
| Brent Branham, Deputy City Manager | _____ | _____ | _____ |

8. Staff Recommendation: Staff recommends award of food and beverage concession to D&M Coffee Co. Inc.

9. Advisory Board: _____ X _____ Approved _____ Disapproved _____ None
10. City Attorney: _____ Approved _____ Disapproved _____ None
11. Manager's Recommendation: _____ Approved _____ Disapproved _____ ^{MRP}None

12. Action Taken: _____

Kristi Taylor-Salinas, 681-1528



Department of Aviation

MEMO

To: Mike R. Perez, City Manager

Thru: Brent Branham, Deputy City Manager

From: Philip K. Brown, Director of Aviation

Date: May 21, 2013

Subject: **AIRPORT FOOD AND BEVERAGE CONCESSION**

In February, the Department of Aviation solicited Proposals (RFP) for Development and Management of a Food and Beverage Concession at the McAllen International Airport. Staff requested proposals offering a variety of food and beverage venues including a pre-security quick service kiosk, post security gourmet coffee venue, two post security quick service venues and a post security bar. As part of the terminal expansion, the Department of Aviation has a construction allowance in the amount of \$800,000 available for concessions. The RFP listed a variety of requirements to be included and outlined the evaluation criteria that were to be used as a guide. However, the City reserved the right to reject any or all proposals and to negotiate for the modification of any proposal with the selected respondent(s).

The Department of Aviation received three responses:

- D&M Coffee Co. Inc. (CoffeeZone)—submitted a proposal for the pre-security kiosk and the post security gourmet coffee venue
- Weslaco Subs dba Subway—submitted a proposal for the pre-security kiosk and post security quick service venue
- American Food and Beverage (current concessionaire)—submitted a proposal for the post security quick service venue and bar

The evaluation committee, consisting of Airport staff, three Airport Advisory Board members, and the Deputy City Manager met to review all three proposals. The City's legal counsel was present to address any legal issues which the committee had. At that meeting, the committee requested interviews with D&M Coffee Co. Inc. and Weslaco Subs dba Subway. The committee unanimously decided that American Food and Beverage did not provide key elements requested in the RFP, and therefore, did not interview them.

Upon completion of the interviews, the committee agreed that D&M Coffee Co. Inc. was the respondent that could provide a variety of food and beverage options available to the traveling public. An onsite visit to CoffeeZone by the Director of Aviation, Chairman of the Airport Advisory Board and the Properties & Compliance Manager was made to discuss potential

Airport Food and Beverage Concession

modifications to their proposal, as well as terms and conditions of a proposed agreement. D&M Coffee Co. Inc. has indicated they are willing to operate the entire food and beverage concession, including a post security bar.

The evaluation committee recommends the award of the food and beverage concession to D&M Coffee Co. Inc. Basic provisions of the agreement include:

- Non-exclusive food and beverage agreement with a five year term and two five year options to renew
- Department of Aviation receives 10% of gross receipts on all food and beverage items
- Department of Aviation receives 15% of gross receipts on all alcoholic beverages
- Department of Aviation contributes no more than \$600,000 for construction of the concession space (includes design, construction, furnishings, fixtures and equipment). This amount will be reimbursed to the concessionaire upon receipt of certified pay applications and receipt of paid invoices for equipment.

The following are attached for your review and consideration:

- D&M Coffee Co. Inc's proposal
- the draft agreement
- matrix comparing the three proposals

Staff recommends awarding the food and beverage concession contract to D&M Coffee Co. Inc. Please let me know if you need any additional information.

Proposal Requirements	D&M Coffee Co. Inc.	Weslaco Subs dba Subway	American Food and Beverages
• Cover Letter	x	x	x
• Company name, address, phone, fax, website and other company contact information.	x	x	x
• Executive Summary to include a statement of the work to be accomplished, how respondent proposes to accomplish and perform each specific service and unique problems perceived by respondent and the proposed solutions.	x	x	x
• Resume for the project manager and his/her contact information.	x	x	x
• Company profile—brief overview of company's history, including number of years company has been in operation, location of headquarters, industry experience, location of other operations with an emphasis on location in other airports, etc.	x	x	x
• Proposed designs and concepts for areas of development. Please include ALL space requirements for the venue and required square footages.	x	x	x
• If proposed venue is a franchise, respondent must include a letter from franchisor that franchisee has approval and/or is in good standing with the parent company.	not applicable-not a franchise	x	none
• Proposed venues, hours of operation, menus and pricing structure.	x	x	x
• Management, Staffing and Operation Plan—includes general operations, human resources and staffing, customer service management, and inventory and cash control systems.	x	x	x
• Proposed financial consideration to be given to the City of McAllen. For the purpose of this RFP, each venue shall have its own Minimum Annual Guarantee (MAG) as established in the specifications. <u>The respondent should propose a percentage of gross receipts.</u>	x	x	x
• Proposed capital investment.	x	x	none
• State your requested funding from the Department of Aviation's construction allowance. Specify how the funds will be utilized. It should be noted that requested amount is not a guarantee of level of funding.	x	x	x
• Revenue projections for five years.	x	x	none
• Pro forma for 3 years.	x	x	none
• Financial Information—balance sheet and income statements prepared by an independent Certified Public Accountant reflecting the most recent annual operating year.	x	x	none
• Financial Information (as requested in previous item) for proposed venues are separate companies.	n/a	n/a	n/a
• Financial References—three (3) persons or firms with whom your company has conducted financial transactions during the past three (3) years.	x	x	x
• Proposed construction plan complete with timelines for construction and a construction schedule.	x	x	none
• Proposed transition plan for start up—time is of the essence and the airport seeks to minimize interruption of food and beverage availability to the public.	x	x	none
• Operational References—five (5) operating references (Examples include letters from landlord(s), professional or trade organizations, local chamber of commerce, and/or franchisor)	x	x	x
• ACDBE/DBE/MBE/WBE and Affirmative Action plan and status of company.	none	none	none
• Sample of a monthly gross revenue report to be provided to the Department of Aviation.	x	x	none

Food and Beverage Concession Proposal Comparison

	VENUES PROPOSED					Financial Consideration to the City
	Pre-Security Kiosk	Post Security Gourmet Coffee Bar	Post Security Quick Service Venue #1	Post Security Quick Service Venue #2	Post Security Bar	
D&M Coffee Co. Inc.	Yes	Yes	No	No	No	10% of gross receipts on food, beverage and miscellaneous consumables; 15% gross receipts on alcohol.
Welsaco Subs dba Subway	Yes	No	Yes	No	No	Minimum Annual Guarantee of \$27,000 (both venues); 10% of gross for sales above \$800K.
American Food & Beverages	No	No	Yes	No	Yes	Minimum Annual Guarantee of \$33,000 or 7% gross receipts for Quiznos; 10% gross receipts for Bar.

	CAPITAL INVESTMENT REQUESTED OF CITY		CONCESSIONAIRE'S CONTRIBUTION TO CAPITAL INVESTMENT	Estimated Total Capital Investment
	Total	Comment	Total	
D&M Coffee Co. Inc.	\$ 224,343.00	for two venues	\$ 102,000.00	\$ 326,343.00
Welsaco Subs dba Subway	\$ 200,000.00	for two venues	\$ 54,000.00	\$ 254,000.00
American Food & Beverages	\$ 320,000.00	for two venues	None proposed	\$ 320,000.00

Elements of Proposed Agreement
*Non-exclusive food and beverage agreement
*five year term and two five year options to renew
* 10% of gross receipts on all food and beverage items and miscellaneous consumables
*15% of gross receipts on all alcoholic beverages
*no more than \$600,000 reimbursed to Concessionaire for construction of the concession space (includes design, construction, furnishings, fixtures and equipment).

	Anticipated Revenue to City for First Year	Comment
D&M Coffee Co. Inc.	\$ 66,000.00	Projected \$480K for kiosk and restaurant @ 10%; projected alcohol sales-\$120K @ 15%.
Welsaco Subs dba Subway	\$ 27,000.00	Projected \$442K for both venues.
American Food & Beverages	\$ -	No projections provided.

***Evaluation Committee Members:**

Airport Staff-Phil Brown, Kristi Taylor-Salinas, Michael Fray, Robbie Ramirez, Jeff Gover
Airport Advisory Board- Willard Moon, Francisco "Pancho" Guerra, Ben Smith
City Manager's Office- Brent Branham

Estimated Construction and F&E Costs

STAFF RECOMMENDATION

Pre-security kiosk and gourmet coffee bar	\$ 326,343.00
Post Security Quick Service Venue	\$ 90,000.00
Post Security Bar	\$ 130,000.00

ESTIMATED CONSTRUCTION COSTS	\$ 546,343.00
-------------------------------------	----------------------

Request for Proposals anticipated five venue locations. Staff recommendation is four venue locations at this time.

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

**FOOD AND BEVERAGE
CONCESSION AGREEMENT—CITY
OF MCALLEN AND D&M COFFEE
CO. INC.**

THIS CONCESSION AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the **CITY OF MCALLEN**, a home rule municipality in the County of Hidalgo, State of Texas (hereinafter referred to as "**CITY**"), and **D&M COFFEE CO. INC.** (hereinafter called "**CONCESSIONAIRE**"), a corporation with a license and permit to business in the State of Texas, whose offices and headquarters are located at **1108 South McColl Road, Edinburg, Texas 78539**.

RECITALS

WHEREAS, CITY owns or controls and operates the terminal building for the McAllen International Airport located in McAllen, Texas, hereinafter called the "Airport; and

WHEREAS, food and beverage concession at the Airport is an essential for service for passengers arriving at and departing from the Airport; and

WHEREAS, CITY desires to make said services available at the Airport and CONCESSIONAIRE is qualified, ready and able to perform or see to the performance of said services, and to furnish or see to the furnishing of facilities for use in connection therewith; and

WHEREAS, CONCESSIONAIRE has submitted a proposal to CITY in response to a Request for Proposals, such proposal is hereby included as Exhibit "A" (hereinafter referred to as "**PROPOSAL**") of this agreement, and this agreement is awarded based on the Proposal;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, for themselves, their successors and assigns, as follows:

Article I
Premises

CITY does hereby demise unto CONCESSIONAIRE the following premises, as identified in Exhibit "B" and hereto attached (hereinafter referred to as "**PREMISES**"), located within the terminal building at the Airport for the use and purpose of operating a food and beverage concession. The space for the food and beverage service in the main terminal level is approximately _____ square feet, and includes space below the concourse for storage. CITY shall provide

Comment [PC1]: To be established upon final agreement.

and maintain a loading dock and elevator in order to serve the facility and operation of CONCESSIONAIRE.

Article II
Term of Agreement

The term of this Agreement shall be for five (5) years from the opening date but no later than November 1, 2013 and expiring five years from the opening date unless sooner terminated pursuant to the provision hereof.

Upon expiration of the term of this Agreement, and provided that the CONCESSIONAIRE is not in default of any of the obligations imposed upon it by this agreement and CONCESSIONAIRE has performed duties satisfactorily, the CITY may grant the first option and right to an additional five (5) year period to CONCESSIONAIRE upon the terms and conditions then offered by the CITY. A second five (5) year period shall be available upon expiration of the first five (5) year period under the terms and conditions then offered by the CITY and provided that the CONCESSIONAIRE is not in default of any of the obligations imposed upon it by this agreement and has satisfactorily performed its duties. Written notice of the intention or desire to exercise the options shall be received by the Director of Aviation no earlier than one hundred twenty (120) days prior to the termination of the term in effect no later than ninety (90) days before the term in effect expires. Such option(s) for additional term(s) shall be referenced as amendments to this original agreement.

Upon expiration of the term or extension, CONCESSIONAIRE agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or negotiate terms and conditions.

ARTICLE III
Financial Consideration Paid To City

For the privilege of doing Concession business at the Airport during the term of this Agreement, the CONCESSIONAIRE shall pay to CITY, a monthly amount according to the rate structure below. This amount shall be free from any and all claims, deductions, or set offs against CITY.

Percentage of Gross Receipts. CONCESSIONAIRE agrees to pay to CITY:

- ten percent (10%) of gross receipts for all food, non-alcoholic beverages and other consumables
- fifteen percent (15%) of gross receipts for all alcoholic beverages.

On or before the twentieth (20th) day of each and every month during the term of this Agreement, beginning with the second month of the term of this Agreement, payment and accompanying report of gross receipts included in this Agreement as Exhibit "C" shall be due.

All payments of money required to be made by CONCESSIONAIRE to CITY hereunder shall be made when due in legal tender of the United States of America at CITY'S office at the Airport, or at such other place as CITY may designate in writing. Any amount payable which shall not have been paid when due shall bear interest at the rate of fifteen percent (15 %) per annum (1.25% per month), or \$500.00 whichever is greater and subject to applicable laws, which shall be paid by CONCESSIONAIRE in addition to such overdue amounts payable.

The termination of this Agreement by the lapse of time, CONCESSIONAIRE'S limited right of termination, or otherwise, shall not relieve CONCESSIONAIRE of its obligation to pay all fees or charges accrued during the period in which this Agreement is in effect and are unpaid at the time of termination.

Article IV **Concession Rights and Uses Granted**

- a. **Concession Grant.** Subject to limitations, terms, and conditions herein contained in this Agreement, CITY grants to CONCESSIONAIRE the right to install, maintain and operate a food and beverage concession at the Airport.
- b. **Non-Exclusive Concession.** The CONCESSIONAIRE shall have non-exclusive right to the sale of food and beverages within the Airport.

CONCESSIONAIRE may add additional venues or concepts, subject to CITY approval. CITY, at its discretion, may determine that additional venues or concepts are needed. CONCESSIONAIRE has first right of refusal to add concepts or venues or concepts. CONCESSIONAIRE shall give CITY 30 day written notice of acceptance or intent to decline. If CONCESSIONAIRE declines a request for additional venues or concepts, CITY may seek to add them. CITY shall give due diligence to ensure that the CONCESSIONAIRE of this agreement is able to compete on terms as equitable as possible with any other food and beverage concessionaire and ensure that no other food and beverage concessionaire shall enjoy any rights or privileges more favorable to other such food and beverage concessionaires.

- c. **Specified Merchandise.** For the purpose of this agreement, the CITY grants CONCESSIONAIRE the right to sell:
 - hot/cold foods and beverages
 - alcoholic beverages (provided that CONCESSIONAIRE provides required license and insurance for sale of such

beverages and sales are in accordance with the laws of the State of Texas).

- Bottled water
- Canned or bottled soft drinks
- Limited pre-packaged snacks (chips, candy, gum) as approved by the Director of Aviation or his designated representative.

This list is not all inclusive but is representative of the key food and beverage items that should be available.

- d. **Signs.** CONCESSIONAIRE shall have the right to install, erect and attach signs to PREMISES in accordance with the Sign Ordinance of the City of McAllen for the purposes of identifying CONCESSIONAIRE. CONCESSIONAIRE shall maintain any such signs in good repair at its sole cost and expense. Prior to sign erection, CONCESSIONAIRE shall obtain written approval from the Director of Aviation after review of the number, size, location, general type, design and content of said signs, as well as method of installation.
- e. **Ingress and Egress.** CITY grants to CONCESSIONAIRE, its officers, employees, agents, servants, patrons, invitees, suppliers of service, and furnishers of materials the non-exclusive right, to be exercised as set forth herein, of ingress and egress to the Airport for the sole purpose of gaining access to CONCESSIONAIRE'S Premises. Said right is subject to the rules, regulations, applicable laws, codes, ordinances, policies and procedures relating to the use and operation of the Airport, and subject further at all times to the Director of Aviation's approval and control. Provided further, such right may not cause damage to or interfere with the operation or maintenance of any part of the Airport or with any other tenant's operation.
- f. **Activities.** CONCESSIONAIRE shall not at any time engage in any business or activity on the PREMISES or anywhere upon airport property other than those activities specifically authorized and contemplated under the terms of this Agreement without first securing written authorization from the Director of Aviation. Examples of these activities include, but are not limited to fundraising for charities and collecting items to be donated to charities.

CONCESSIONAIRE may not place or install any carts, kiosks, inline store racks, stands, vending machines, and display merchandise or trade fixtures outside the boundaries of the Premises without the express written consent of the Director of Aviation or his designated representative.

- g. **Parking.** CITY shall grant parking access to employees of CONCESSIONAIRE. Employees will be required to park in the Employee Parking, as designated by the Director of Aviation. The CITY, at its option, may charge for employee parking, upon thirty (30) days written notice.
- h. **Deliveries/Stocking Activities.** CONCESSIONAIRE must schedule deliveries and stocking activities to not conflict with peak activity times. Product and services must be maintained at adequate levels for passenger services at all times. Staffing levels must be sufficient to maintain services at all times while employees take breaks, receive deliveries, move products, etc.

Article V

Rights and Privileges Reserved By City

- a. The Director of Aviation or designated Airport management shall have the right at all times to raise objections to the condition of the Premises, quality of food or beverages offered, prices charged, and the character of the service rendered, and to require that all objectionable practices either be remedied or discontinued within a reasonable period of time.
- b. All rights, privileges, or interests acquired by the CONCESSIONAIRE under the terms of this Agreement may, at the option of the CITY, following written notice of sixty (60) days, be suspended or finally terminated if such suspension or termination is found by CITY, acting in good faith, to be necessary to secure federal financial aid for the development and improvement of the Airport.
- c. CITY shall have the right, at any and all reasonable hours, to enter upon the Premises of CONCESSIONAIRE for the purposes and to the extent necessary to protect CITY'S rights and interests, to provide for periodic inspection of the Premises from the standpoint of safety and health, and to check CONCESSIONAIRE'S compliance with the terms of this Agreement.

Article VI

Obligations of Concessionaire

- a. **Construction/Improvements.** CONCESSIONAIRE shall be responsible for the design and construction of the concession space. CITY shall provide utility infrastructure to the concession space. CONCESSIONAIRE shall build all interior components and spaces.

The current terminal expansion construction schedule anticipates a requirement for pre-security concessions on or about November 1, 2013 and post security concessions on or about December 16, 2013. CONCESSIONAIRE shall provide CITY with a construction schedule which reflects the time it will take to build out and furnish the operation in anticipation of opening for business. Once the construction schedule has been approved by CITY, timelines shall be adhered to. If project is not completed by the mutually agreed upon dates, CONCESSIONAIRE shall be subject to a penalty of \$100.00 per day. Such penalty shall be imposed if delays are a direct result of the CONCESSIONAIRE, its contractor or sub-contractors.

CONCESSIONAIRE shall be responsible for the complete construction of the concession operation and will then seek reimbursement from MFE on its financial commitment.

Franchise license fees shall not be reimbursed. CONCESSIONAIRE will be required to provide MFE with a certified statement of expenditures for the cost of improvements for entire project. CITY agrees to reimburse CONCESSIONAIRE an amount not to exceed \$600,000.00 for the project. This amount includes all costs associated with construction and improvements, as well as furnishings, fixtures and equipment, as established in subsection b., below.

Improvements shall be designed and constructed in a manner that will be uniform and consistent with the appearance of the terminal and the appearance of the concessions space.

All designs and finishes are subject to review and final approval by CITY and its terminal architect and designer prior to commencement of construction. Only work authorized and approved by CITY shall be approved for reimbursement. All work must be in accordance with CITY policies, regulations and ordinances.

Concessionaire must submit certified final as-built plans within sixty (60) days of completion of construction and full operation of venue. Failure to submit as-built plans will result in a \$250.00 penalty per month or part of a month until plans are received.

All improvements, furniture, fixtures, and equipment used in the premises shall be high quality, safe, fire-resistant, attractive in appearance, and shall require written approval of the Director of Aviation prior to installation.

- b. **Furnishings, Fixtures, and Equipment.** CONCESSIONAIRE shall purchase, install, and maintain all furnishings, fixtures, and equipment necessary to equip and operate the various facets of the concession in the manner and at the standards contemplated hereunder, including, but not limited to, kitchen areas, storage areas and offices. Such furnishings and fixtures shall be of high quality, safe, fire-resistant, modern in design, and attractive in appearance. Any and all new furnishings, fixtures, and equipment and/or replacements installed or placed by CONCESSIONAIRE in its Premises shall be subject to the prior approval of the Director of Aviation. All furnishings, fixtures, and equipment shall be maintained, repaired or replaced at the sole expense of the CONCESSIONAIRE.

CONCESSIONAIRE shall be responsible for all purchases of furnishings, fixtures and equipment and will then seek reimbursement from MFE on its financial commitment.

CONCESSIONAIRE shall provide MFE with a certified statement of expenditures and accompanying receipts and/or paid invoices for the purchase of all furnishings, fixtures and equipment. CITY agrees to reimburse CONCESSIONAIRE an amount not to exceed \$600,000.00 for the project. This amount includes all costs associated with construction and improvements, as established in subsection a., above.

Reimbursement only applies to the initial purchase and installation of furnishings, fixtures and equipment. Subsequent repairs and replacement shall be at the expense of CONCESSIONAIRE.

CONCESSIONAIRE shall provide to CITY within sixty (60) days of completion of construction and full operation of venue a master listing of all furnishings, fixtures, and equipment for which reimbursement is sought, including description of equipment, quantity, where purchased, model and serial number if available. This listing shall become Exhibit D of this agreement. Failure to submit this list will result in a \$250.00 penalty per month or part of a month until such listing is received.

Upon termination of this agreement, CONCESSIONAIRE shall have initial furnishings, fixtures and equipment in operable condition. Any equipment included on the master listing which is inoperable must be replaced at CONCESSIONAIRE'S expense.

- c. **Title.** All improvements made to the Premises and any additions and alterations thereto made upon the Premises by

CONCESSIONAIRE shall remain the property of the CITY upon the termination of this Agreement (whether by expiration of the terms, cancellation, forfeiture, or otherwise), at which time fixed personal property shall become the property of CITY, unless CITY exercises its option to have CONCESSIONAIRE remove said improvements.

All furnishings, fixtures and equipment included in the master listing in subsection b. or any replacement furnishings, fixtures and equipment, shall remain the property of the CITY upon the termination of this Agreement (whether by expiration of the terms, cancellation, forfeiture, or otherwise), unless CITY exercises its option to have CONCESSIONAIRE remove said furnishings, fixtures and equipment.

- d. **Replacement or Removal.** CONCESSIONAIRE shall not replace or remove, in whole or in part, any elements of the improvements and trade fixtures in the Premises without the prior written consent of CITY'S Director of Aviation, who may, at his/her discretion, condition such consent upon the obligation of CONCESSIONAIRE to replace same by an improvement specified in such consent.
- e. **Alterations.** CONCESSIONAIRE shall not make any structural alterations to the Terminal Building without the prior written consent of CITY'S Director of Aviation. If any such alterations are permitted, CONCESSIONAIRE shall pay all costs in connection therewith, including the restoration of the Premises to the condition which existed prior to the making of such alterations by CONCESSIONAIRE, provided such restoration is demanded by CITY.
- f. **Conduct of Concession Operations.** CONCESSIONAIRE shall conduct its concession operations in a first-class manner and in accordance with the highest standards for similar operations at other major air terminals and in the region. The service shall be prompt, courteous, and efficient. CONCESSIONAIRE shall operate using basic standards of customer service, including but not limited to the following: promptly greeting customer with a smile; making eye contact; being friendly and knowledgeable about the airport; listening and responding politely; presenting a receipt and the correct change to the customer; and thanking customer with a smile.

If CONCESSIONAIRE operates multiple venues, each venue shall have its own staffing. Venues are not permitted to share staff. For example, if CONCESSIONAIRE operates two venues, each venue must have its own staff. One or two people are not permitted to run the two venues simultaneously.

In addition, CONCESSIONAIRE understands that operations include: making reasonable change; offering passengers directions and assistance; and accepting four (4) major credit cards (VISA, MasterCard, Discover, and American Express) as payment for any debit or credit card transactions.

CONCESSIONAIRE shall maintain the Premises at all times in a safe, clean, orderly, and inviting condition, free of rodents and other pests, and to the reasonable satisfaction of the Director of Aviation.

CONCESSIONAIRE shall maintain a sufficient quantity of inventory at all times and ensure that premises are fully stocked and available to passengers at all times.

If venue has any televisions available for public view, stations must be placed on sports channels or news channels. All programming must be in good taste. The Director of Aviation or his designated representative may raise objections to programming.

- g. **Uniforms/Appearance.** While on duty, all employees of CONCESSIONAIRE shall wear a uniform with a corporate logo identifying employee as an employee of CONCESSIONAIRE and display required Airport Security Identification Badge as required by the Airport Security Program. Uniforms are at the expense of the CONCESSIONAIRE and shall be in good taste.

All employees of CONCESSIONAIRE shall be neat in appearance and well-groomed. Employees shall have shirts tucked in at all times and caps properly worn. Shorts and sandals are not permitted. It is the intent of the CITY to project and maintain a professional appearance at all times. Dress code should be adhered to for all operating staff. The Director of Aviation or his designated representative may raise objections to grooming or dress code.

- h. **Quality of Food and Beverages/Pricing.**

1. It is specifically stipulated and agreed by and between CITY and CONCESSIONAIRE, with reference to the food and beverages sold by CONCESSIONAIRE to the public using the facilities of the Airport, that CONCESSIONAIRE will at all times, maintain a degree of quality and quantity comparable to similar operations in airports of comparable size and standards throughout the United States.

2. All food and beverages sold or offered for sale by CONCESSIONAIRE must conform in all respects to federal, state, and municipal laws, ordinances, and regulations.
3. Prices charged by CONCESSIONAIRE for food and beverages shall be no more than 10% of comparable prices charged for similar offerings at other food and beverage establishments in the McAllen Metropolitan Area for comparable items.
4. CONCESSIONAIRE agrees that it will furnish the CITY with menus and pricing of all food and beverages which is offered or available for sale under this Agreement. The menus shall be updated as food and beverages are added, deleted or substituted. Any such addition, deletion or substitution shall not result in a decrease or reduction of the overall quality, standard or variety of food and beverages available for sale by the CONCESSIONAIRE. The Director of Aviation shall have the right to determine if there has been such a decrease or reduction.
5. CONCESSIONAIRE agrees to implement a pricing policy which will ensure that all food and beverages available for sale will be sold to the traveling public and other consumers at reasonable, competitive process. Periodically, upon request, CONCESSIONAIRE further agrees to furnish the CITY with a current accurate price list of all food and beverages for sale by the CONCESSIONAIRE. The Director of Aviation shall have the right to determine if the prices charged by the CONCESSIONAIRE are reasonable and competitive.
6. CONCESSIONAIRE shall offer a ten percent (10%) discount to Airport employees, contingent upon presentation of a valid McAllen International Airport Security Identification Badge. All cash registers should be programmed to calculate said discount upon presentation of a valid badge.

i. **Hours of Operation.** CONCESSIONAIRE shall observe and comply with the following minimums as relating to hours of concession operations at the Airport:

1. The pre-security venue shall be open daily no later than _____ a.m. and close no earlier than _____ p.m.

The post security venue shall open daily no later than _____ a.m. The post security bar shall open daily no later than _____. The post security venue should be ready to conduct business at least one (1) hour prior to the first aircraft departure and remain open fifteen minutes after the last departure, each day, seven (7) days per week.

2. Adequate services and staffing to meet public demand are to be maintained in the terminal building.
 3. These hours of operation are subject to adjustment upon three (3) days' written notice by the Director of Aviation to the CONCESSIONAIRE if changes in airline schedules require the modification of the hours, or, if in the opinion of both parties, hours should be adjusted to more closely align with customer demand.
 4. In the event of flight delays (either arrivals or departures) CONCESSIONAIRE shall maintain adequate services to accommodate the traveling public.
 5. The hours of operation will be posted at each location on a sign. The format of the sign shall be approved by the Director of Aviation or his designated representative. CONCESSIONAIRE shall also maintain a temporary closure sign in the event venue must be closed for a short period of time.
- j. **Special Services.** CONCESSIONAIRE shall provide food and beverage services (catering) upon request for meetings, conferences, or other special functions or events originating in the Airport Terminal Building. Special functions shall vary in frequency and types of service requested, ranging from coffee service to full food and beverage service. Said service shall be coordinated through CONCESSIONAIRE'S manager. Service shall be efficient and prompt with quality food. CITY is not obligated to purchase food and beverage service from CONCESSIONAIRE.
- k. **Personnel.** CONCESSIONAIRE shall provide a full-time, active, qualified, competent, and experienced manager or a qualified subordinate in the manager's absence, otherwise to represent and act for the CONCESSIONAIRE in matters pertaining to the day-to-day operation of the concession. CONCESSIONAIRE must provide contact information for management. Furthermore, in the event of a change in manager, the Department of Aviation must be notified immediately.

CONCESSIONAIRE'S employees shall be clean, courteous, efficient, neat in appearance and proficient in English. CONCESSIONAIRE shall not employ any person or persons in or about the CONCESSIONAIRE'S Premises who use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the Director of Aviation to CONCESSIONAIRE that any person employed by CONCESSIONAIRE at the Airport is, in CITY'S opinion, disorderly, unsanitary, or otherwise unsatisfactory, CONCESSIONAIRE shall take corrective action within twenty-four (24) hours and shall inform the Director of Aviation, in writing, of such action.

CONCESSIONAIRE'S staff must be aware of the time sensitive nature of airport patrons. Staff must be courteous and helpful to the public.

- l. **Licenses, Permits, Franchises, Taxes.** CONCESSIONAIRE shall bear, at its own expense, all costs of operating the food and beverage concession, including any and all taxes assessed against its furnishings, equipment or stocks of merchandise and supplies, and shall obtain and pay for all permits, licenses, franchise fees, or other authorizations required by authority of law in connection with the operation of its business at the Airport.

CONCESSIONAIRE is required to obtain all licenses and permits required by law to perform under and pursuant to the terms of this Agreement. CONCESSIONAIRE shall immediately upon surrender, termination, or cancellation of this Agreement, assign all licenses and permits relating to CONCESSIONAIRE to the issuing authority. Licenses and permits shall terminate if not assignable to the issuing authority.

- m. **Compliance with Laws, Regulation, Ordinances and Rules.** CONCESSIONAIRE shall at all times comply with applicable Federal, State, and Local laws and regulations, all applicable health rules and regulations, all applicable ordinances of the City of McAllen and the County of Hidalgo, and the rules and regulations governing the operation, use, and control of McAllen International Airport as an airport. CONCESSIONAIRE agrees that its rights under this agreement are subject to all security regulations and restrictions that exist or may come into existence and may be imposed by any governmental entity having jurisdiction over the airport and security matters pertaining to it.

- n. **Utilities and Services.** CITY shall provide electric service, water and sewer services to CONCESSIONAIRE. Payment for this service is included in the financial consideration Article III hereof.

CONCESSIONAIRE shall be responsible for payment of those utilities individually metered or sub-metered to the Premises if CONCESSIONAIRE installs a separate meter during the term of this Agreement.

CITY shall make available a grease trap for CONCESSIONAIRE. CITY shall maintain grease trap and schedule required cleaning. Fees for cleaning and maintenance will be divided equally among the CONCESSIONAIRES utilizing it. CITY will submit to CONCESSIONAIRE a bill reflecting services rendered for grease trap. CONCESSIONAIRE shall reimburse CITY within thirty (30) days of receipt of bill.

CONCESSIONAIRE shall be responsible for telephone, internet, and cable service. Data and conduit will be stubbed out by the airport pending exact placement needed by tenant, which should be included in the design and build out by CONCESSIONAIRE.

- o. **Deliveries.** CONCESSIONAIRE and/or any vendors making deliveries to premises of CONCESSIONAIRE are required to utilize the designated delivery service entrance located on the east side of the terminal and/or all vendors making deliveries to said premises are prohibited from delivering merchandise, supplies or other items related to operation through the main terminal entrances.

CONCESSIONAIRE must schedule deliveries and stocking activities so as to not conflict with peak activity times in the terminal. Product and services must be maintained at adequate levels for passenger service at all times. Staffing levels must be sufficient to maintain services while employees take breaks, receive deliveries and move product.

Article VII
Maintenance of Concessionaire's Premises

- a. **Routine Maintenance.** CONCESSIONAIRE agrees to assume full responsibility for the maintenance, at its own cost, of the Premises, it being expressly understood that City will provide only for major maintenance and repairs to the building structure, which is limited to roof, heating and air conditioning equipment, exterior walls and exterior windows.

CONCESSIONAIRE has inspected the Premises prior to the execution of this Agreement and is satisfied with the physical condition of the Premises, and its taking possession thereof is agreed to be conclusive evidence of its receipt of the Premises in good order and repair. CONCESSIONAIRE agrees to faithfully and

fully maintain Premises in good order and repair throughout the entire term of this Agreement or any extension hereof. CONCESSIONAIRE further agrees that upon the termination of this Agreement for any reason, it shall restore the Premises to the same condition as when received, reasonable and ordinary wear and tear accepted. If the Premises shall not be so kept by CONCESSIONAIRE, CITY may enter the Premises (without such entering causing or constituting a termination of the Agreement or any interference with the possession of the Premises by the CONCESSIONAIRE) and do all things necessary to restore the Premises to the condition required by this Agreement, charging the cost and expense to CONCESSIONAIRE; and CONCESSIONAIRE shall pay to CITY all such costs and expenses in addition to the rentals, fees, and charges herein provided, after notice and failure by CONCESSIONAIRE to cure.

- d. **Custodial Responsibilities.** CONCESSIONAIRE shall, at its own cost and expense, provide custodial services within the Premises, including sweeping, cleaning, and waxing floors; dusting and washing of interior window surfaces (if applicable). CONCESSIONAIRE shall be responsible, at its own cost, for the maintenance and repair of all lighting fixtures within the Premises, including the replacement of incandescent and florescent lamps, starters, ballasts, and other similar appurtenances. CONCESSIONAIRE shall keep the Premises free from flies, roaches, other insects, and rodents. CONCESSIONAIRE shall not permit the accumulation of rubbish, trash, debris, or other litter in and upon the Premises and shall provide for the disposal of such items in the trash dumpster provided by CITY for all terminal building tenants, and CITY will be responsible for the removal of rubbish, trash, debris, or other litter from the Airport premises. CONCESSIONAIRE shall provide and use suitable receptacles for all garbage, trash, and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items in an unsafe manner in or about the Premises, the loading dock, or other areas of the Airport, is forbidden. Boxes and pallets shall be "broken down" when placed in the dumpster. Violations of this Article after failure to cure by receipt of written notice shall be considered a breach of this Agreement.

CONCESSIONAIRE shall be responsible for cleaning tables and chairs, as well as cleaning up spills (sweeping and/or mopping) within the area designated for the consumption of food. Sweeping and mopping must be performed at the end of each day. CITY shall be responsible for waxing and buffing of any surfaces which are terrazzo.

- e. CONCESSIONAIRE shall provide monthly pest control for the premises at its own expense. Should additional pest control services be deemed necessary by Director of Aviation or his designated representative due to an increase in rodent or insect activity, CONCESSIONAIRE shall comply and schedule within five (5) days of notification at CONCESSIONAIRE'S expense.

Article VIII
Services To Be Performed By City

- a. Unless otherwise limited by Federal or State statutes, executive order, rules, or regulation, CITY shall at its cost, furnish ordinary air conditioning and heat for CONCESSIONAIRE'S Premises twenty-four (24) hours a day.
- b. Subject to the provisions of Article VI hereof, CITY shall furnish electric current to outlets in CONCESSIONAIRE'S areas.

Article IX
Reports, Gross Receipts, Delinquent Fees, Books and Records

- a. **Report Due Dates.** Except as otherwise set forth herein, beginning on the Commencement Date and no later than the twentieth (20th) day of each month thereafter during the entire term of this Agreement and without demand from the CITY, CONCESSIONAIRE shall provide to CITY a report setting forth the amount of the CONCESSIONAIRE'S gross receipts for the preceding month, signed by a business partner or officer of the corporation for the preceding month.

The form that the CONCESSIONAIRE shall use is attached as Exhibit "C" <SAMPLE REPORT TO BE PROVIDED BY CONCESSIONAIRE> and may be amended from time to time at the request of the CITY during the Term of this Agreement. If such Gross Revenues Statement is not received on time, then CONCESSIONAIRE agrees to pay an additional fifteen percent (15%) per annum (1.25% per month) of the concession fee or \$200, whichever is greater.

Accompanying each such report shall be the payment for Minimum Annual Guarantee All remittances for any fees, penalties and charges are to be made payable to:

McAllen International Airport
2500 S. Bicentennial Blvd., Suite 100
McAllen, Texas 78503

- b. **Definition of Gross Receipts.** The term “gross receipts” as used herein shall mean the aggregate amount of the gross selling price received by the CONCESSIONAIRE from all sources through the operations of the CONCESSION granted by this Agreement. It shall be all-inclusive whether or not such sales are made by cash or credit or whether the selling price is collected or uncollected. Gross receipts shall be all CONCESSIONAIRE’S business transacted at the Airport. Deductions shall be allowed only for the amount of any federal, state, or local excise and sales taxes (or similarly-imposed taxes) presently or hereafter levied upon such sales or to be collected from the purchaser, bona fide reimbursements to the CONCESSIONAIRE by its agents or employees for shortages in cash, as well as refunds to customers because of unacceptable or unsatisfactory food or beverage service.

Sales for all catering for Department of Aviation functions or for other customers which hold events at the Airport shall be included in CONCESSIONAIRE’S calculation of gross receipts.

- c. **Delinquent Charges or Fees.**

This provision permitting collection of penalty by CITY on delinquent payments is not to be considered CITY’S exclusive remedy for the CONCESSIONAIRE’S default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by CITY of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement as may be permitted as set forth elsewhere herein.

- d. **Books and Records.**

1. CONCESSIONAIRE shall keep full and accurate books and records showing all of its gross receipts pertaining to operations at the Airport, and CITY shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including sales tax return records. CONCESSIONAIRE hereby agrees that all such records and instruments will be made available to CITY at the Premises for at least a three (3) year period.
2. CONCESSIONAIRE shall employ an independent certified public accountant who shall furnish within ninety (90) days after the close of each contract year a written statement to CITY stating that in their opinion the percentage fee paid by CONCESSIONAIRE to CITY during the preceding year pursuant to this Agreement was made in accordance with the terms of the Agreement. Such statement shall also

contain a list of the gross receipts as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to CITY during the period covered by the statement. Failure on the part of CONCESSIONAIRE to submit this required statement within ninety (90) days after the close of each contract year will result in the CITY assessing a late processing fee of two hundred dollars (\$200.00) for each month or fraction thereof that the statement is past due.

- e. **Audit.** CITY reserves the right, at CITY'S expense, to audit CONCESSIONAIRE'S books and records of receipts at any time for the purpose of verifying the gross receipts hereunder. If, as a result of such audit, it is established that CONCESSIONAIRE has understated the gross receipts, as defined herein, by five percent (5%) or more in the first audit, the entire expense of the audit shall be borne by CONCESSIONAIRE. However, in subsequent audits, CONCESSIONAIRE shall bear the entire expense of the audit if CONCESSIONAIRE has understated the gross receipts by two percent (2%) or more. CONCESSIONAIRE shall pay any additional percentage of fees due to CITY within thirty (30) days of notice by CITY, which shall be in addition to any amounts determined to be due by such audit.

f. **Additional Fees and Charges.**

CONCESSIONAIRE shall pay to CITY additional fees and charges as a result of:

1. late payments or reports, as well as any obligation or expense which CONCESSIONAIRE agreed to pay or to reimburse CITY; or
2. requirement or election by CITY to pay any sum or sums or incurs any obligations or expense because of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any of the conditions of this Agreement.

Article X
Indemnity

Except for acts done or taken at the direction of or pursuant to CITY policy or procedures, CONCESSIONAIRE agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, CITY, and its agents, officers and employees, from and against all loss or expense (including costs and attorney's fees) for damages including suits at law or in equity, caused by any act or omission of CONCESSIONAIRE, its officers, employees or its agents which arise

out of or are connected with the activities covered by this Agreement. Notwithstanding the above, nothing herein shall relieve the CITY from its failure to maintain the premises.

Article XI **Insurance**

- a. CONCESSIONAIRE agrees to furnish and maintain proof of financial responsibility to cover costs and liabilities as may arise from CONCESSIONAIRE'S activities. Such evidence shall include minimum lawful insurance coverage for Worker's Compensation claims as required by the State of Texas, and Employers Liability, and Business Insurance covering comprehensive general liability. Comprehensive general liability insurance shall cover all operations under the concession agreement, limits being a minimum of One Hundred Thousand Dollars (\$100,000.00) property damage, each occurrence; Five Hundred Thousand Dollars (\$500,000.00) personal injury or death, each occurrence, with the understanding that such insurance amounts shall be revised upward at City's option in accordance with City policy. Such amounts shall be increased automatically upon the effective date of the raising of the limits of liability of municipalities by the State of Texas legislation whether by amendment to the Texas Torts Claims Act or otherwise. In no event, however, shall CONCESSIONAIRE be required to maintain insurance greater than as follows: covering claims for damages for bodily injury, including accidental death, and for claims for property damage to third parties which arise from CONCESSIONAIRE'S operations under this Agreement, whether such operations are by CONCESSIONAIRE or its duly authorized agents, representatives or employees; bodily injury and property liability insurance coverage (including coverage for the sale of alcoholic beverages) in the amount of TWO MILLION DOLLARS (\$2,000,000.00) for each occurrence (and in the aggregate), and ONE MILLION DOLLARS (\$1,000,000.00) for property damage liability covering the acts of CONCESSIONAIRE, its agents and employees; fire insurance coverage to adequately insure against the perils of fire, extended coverage and other perils on any and all of CONCESSIONAIRE'S improvements in the Premises.
- b. CITY shall be named as Additional Insured on the policies required herein, as its interests may appear, and shall be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by CITY for the duration of this Agreement. Coverage shall be placed with an insurance company approved by the State of Texas and rated "A" or better per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery

provision and applicable retentions, shall be submitted to CITY, if requested to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirement shall be submitted in writing to CITY for approval prior to the commencement of activities under this Agreement.

- c. Notwithstanding any provision contained in this Agreement which may be construed to the contrary, neither party shall be liable to the other for any business interruption or any loss or damage to property or bodily injury or death to the extent that such business interruption or damage to property or bodily injury or death is covered by or indemnified by proceeds actually received from insurance carried by the other party (regardless of whether such insurance is payable to or protects CITY or CONCESSIONAIRE, or both); and each party hereby respectively waives all right to recovery against the other, its agents, employees, sub-tenants, licenses and assignees, for any such compensated loss or damage to property or bodily injury or death. Nothing contained in this sub-article shall be construed to impose any other or greater liability upon either party than would have existed in the absence of this sub-article. The provisions of this sub-article shall be void unless the insurance carriers for both parties consent to the provisions of this sub-article as to such coverage. CONCESSIONAIRE'S insurance policies shall include such a waiver of subrogation clause, so long as such clauses are available in the policy. CITY and CONCESSIONAIRE shall use their best efforts to obtain the waivers; if one party is unable to obtain the waiver, the other party is relieved of its obligation to do so.

Article XII

Financial Guarantee

- a. CONCESSIONAIRE will be required to provide a financial guarantee in the amount of ninety (90) days average concession fee within thirty (30) days after the date the contract is awarded. Because there is no prior history of gross revenues, CONCESSIONAIRE shall keep a \$20,000 financial guarantee on file for the first year. Each year thereafter, a financial guarantee shall be submitted in the amount of ninety (90) days average fees from the previous year. That financial guarantee shall be submitted no later than thirty (30) days after the twelfth (12th) month's payment.
- b. If a financial bond is chosen as the method for complying with this Article, all financial bonds must be provided from a surety that has

a rating of "A" from AM BEST, MOODY'S, OR STANDARD AND POOR'S, and is licensed to operate in the State of Texas.

- c. The financial guarantee may be in the form of a bond, letter of credit from CONCESSIONAIRE'S banking institution or a certified cashier's check payable without recourse to the City of McAllen. The financial guarantee shall be subject to forfeiture in the event of failure of the CONCESSIONAIRE to fully perform the contract.

Article XIII **Nondiscrimination**

CONCESSIONAIRE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that:

- a. no person on the basis of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises;
- b. in the construction of any improvements in the Premises and the furnishing of services thereon, no person on the basis of race, color, or national origin shall be excluded from participation in the project, denied the benefits of, or otherwise be subjected to discrimination;
- c. CONCESSIONAIRE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate this Agreement and to re-enter and repossess the premises thereon, and hold the same as if this Agreement had never been made or issued.

CONCESSIONAIRE further agrees to undertake all applicable mandated actions that may be required pursuant to Americans with Disabilities Act, as may be amended.

Article XIV **Affirmative Action**

The CONCESSIONAIRE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person

shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONCESSIONAIRE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONCESSIONAIRE assures that it will require that its covered sub-organizations provide assurances to the CONCESSIONAIRE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

Article XV **Disadvantaged Business Development**

- a. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. CONCESSIONAIRE agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex connection with the award of performance of any concession agreement covered by 49 CFR part 23.
- b. CONCESSIONAIRE agrees to include the statements in Article XIII in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- c. CONCESSIONAIRE shall cooperate in CITY'S approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by Minority Business Enterprise programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, CONCESSIONAIRE agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.
- e. If future compliance with the provisions of this Article XIV would result in changes in Concessionaire's business operations at the Airport which, within its discretion, CONCESSIONAIRE determines would not be in its economic best interest, then CONCESSIONAIRE shall have the right to terminate this

Agreement by giving CITY sixty (60) days prior written notice of such election.

Article XVI
Eminent Domain

In the event that the United States of America or the State of Texas or any entity having the power of eminent domain shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part to the Airport, including any portion leased to CONCESSIONAIRE, CONCESSIONAIRE shall have no right of recovery whatsoever against CITY but shall make its claim for compensation solely against the United States of America or the State of Texas or the condemning entity, as the case may be.

Article XVII
Untenantable Premises

- a. If the Premises are partially damaged by fire or other casualty, but not rendered untenable, CITY shall repair the Premises at its own cost and expense, subject to the limitations of Article XVII, Section e, provided, however, that if the damage is caused by the act or omission of CONCESSIONAIRE, its subleases, agents, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in such repair.
- b. If the damage be so extensive as to render the Premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired by CITY at its own cost and expenses, subject to the limitations of Article XVII, Section e, and the fees payable by CONCESSIONAIRE to CITY pursuant to this Agreement, including but not limited to monthly fees, shall be proportionately paid up to the time of such damage and cease until such time as the Premises shall be restored and again made tenantable; provided; however, that if said damage is caused by the negligent act or omission of CONCESSIONAIRE, its subleases, agents or employees, the fees due will not abate and CONCESSIONAIRE shall be responsible for reimbursing CITY of the costs and expenses incurred in such repair.
- c. In the event the Premises are completely destroyed by fire or other casualty or damaged that they will remain untenable for more than sixty (60) days, CITY shall be under no obligation to repair, replace and reconstruct the Premises, and concession fees shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored. If within twelve (12) months after the time of the damage or destruction the Premises have not been repaired or reconstructed for CONCESSIONAIRE'S

use, or other reasonable facilities provided, CONCESSIONAIRE may give CITY written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction.

- d. Notwithstanding Article XVII Section c, if the Premises are completely or particularly destroyed as a result of the acts of omissions of CONCESSIONAIRE, CONCESSIONAIRE shall repair and reconstruct the Premises within (60) days of the date of such occurrence or CONCESSIONAIRE shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair. During such repairs and reconstruction, monthly fees shall abate.
- e. It is understood that, in the application of the foregoing Article XVII, Sections a, b, and c, CITY'S obligations shall be limited to repair or reconstructing of the Premises, where applicable, to the same extent and of equal quality as obtained at the commencement of this Agreement. CITY will not be responsible for repair or replacement of improvements, furniture, furnishings, equipment, expendables or fixture, placed or constructed by CONCESSIONAIRE upon, in and under the Premises.
- f. Should the equipment or expendables, in whole or in part, be destroyed or damaged, the same shall in all instances be repaired or replaced by CONCESSIONAIRE whether or not said damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms thereof. Replacement or repair of damaged or destroyed equipment and expendables shall also be the responsibility of CONCESSIONAIRE and any such refurbishing and re-equipping shall be of equivalent quality to that originally installed hereunder. If CONCESSIONAIRE fails to repair or replace such damaged or destroyed equipment and expendables subject to a schedule approved by CITY or fails to replace or repair damaged or destroyed equipment and expendables, and provided that this Agreement has not been canceled, CITY may make such repairs or replacement and recover from CONCESSIONAIRE the cost and expense of such repair or replacement.

Article XVIII **Assignment and Subletting**

CONCESSIONAIRE shall not transfer or assign this Agreement, or any part hereof, or interest herein, or sublease any of the Premises hereunder, except with the prior written approval of the CITY which may be withheld at its sole discretion. No request for, or consent to, such assignment or sublease shall be

considered unless CONCESSIONAIRE shall have paid all rentals, fees, and charges which have accrued in favor of CITY, and CONCESSIONAIRE shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified.

Article XIX
Termination of Agreement

a. CONCESSIONAIRE may cancel this Agreement and terminate all or any of its obligations hereunder at any time CONCESSIONAIRE is not in default under the terms hereof by giving sixty (60) days' written notice upon or after the happening of any one of the following events:

1. The permanent abandonment of the Airport as an air terminal.
2. Enplanements for any three (3) consecutive month period shall fall below seventy (70%) percent of enplanements for the corresponding three (3) months of the immediate preceding year.
3. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport or of the terminal building and the remaining in force of such injunction for at least thirty (30) days.
4. The breach by CITY of any of the covenants, terms, and conditions of this Agreement and the failure of the CITY to act to remedy such breach for a period of sixty (60) days after the receipt of written notice from CONCESSIONAIRE of the existence of such breach.

b. This Agreement shall be subject to cancellation by CITY in the event of the happening of any one or more of the following contingencies:

1. CONCESSIONAIRE shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Concessionaire's assets is appointed; or if CONCESSIONAIRE shall be

divested of its rights, powers, and privileges under the Agreement.

2. CONCESSIONAIRE shall abandon and discontinue the conduct and operation of said concession at the Airport.
3. CONCESSIONAIRE shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement to be performed, kept, and observed by it, including, but not limited to, the payment of fees and other charges in the time, manner, and amount as provided in this Agreement and compliance with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Texas, County of Hidalgo and CITY of McAllen, and the rules and regulations governing the use, operation, and control of the Airport, the violation of which materially and adversely affects Concessionaire's operations under this Agreement. In the event that the breach is non-monetary in nature, CONCESSIONAIRE shall have the right to notice of the breach and a reasonable time to cure.
4. CONCESSIONAIRE fails any of the City or County Health Department inspections and does not correct all of the deficiencies noted in said inspection. CONCESSIONAIRE is required to provide the Director of Aviation a copy of any health or sanitation inspection within three (3) days of inspection.
5. CONCESSIONAIRE shall default in or fail to make any payments at the times and in the amounts as required of it under this Agreement.

c. All rights, privileges, or interests acquired by CONCESSIONAIRE under the terms of this Agreement may, at the option of the CITY, following written notice of thirty (30) days, be suspended or finally terminated if such suspension or termination is found by the CITY, acting in good faith, to be necessary to secure or retain Federal financial aid for the development and improvement of said Airport.

d. Upon the happening of any of the contingencies recited in Section b, subsections 3, 4 and 5 of this Article, CITY shall give written notice to CONCESSIONAIRE to correct or cure such default, failure to perform, or breach; and if, within a reasonable time not to exceed thirty (30) days from the date of such notice, the default, failure to perform, or breach complained of shall not have been corrected in a manner satisfactory to CITY, then, in such event, CITY shall have

the right, at once and without further notice to CONCESSIONAIRE, to declare this Agreement terminated and to enter upon and take full possession of the Premises. Notwithstanding, if Concessionaire's cure required activity over a period of time and CONCESSIONAIRE has commended to perform whatever may be required within a reasonable time not to exceed thirty (30) days of receipt of written notice from CITY and continues such performance without interruption (except for causes beyond CONCESSIONAIRE'S control), then CITY shall have the right to cancel this Agreement. Should CONCESSIONAIRE continuously violate the terms and conditions of this Agreement under Section b, subsections 3 and 4 of this Article, then CITY may terminate this Agreement without the opportunity to allow CONCESSIONAIRE to cure such default under this paragraph. The term "continuously violate" hereunder means two (2) or more violations of the same kind in any twelve-month period.

- e. Upon the happening of any one of the contingencies enumerated in Section b of Article XIX hereof, this Agreement shall be deemed to be breached by CONCESSIONAIRE and thereupon, ipso facto and without entry or any other action by CITY, this Agreement shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvent proceedings, petition for organization, trusteeship, receivership, or other legal act divesting CONCESSIONAIRE of the rights under this Agreement shall be denied, set aside, vacated or terminated in CONCESSIONAIRE'S favor within ninety (90) days from the happening of the contingency. Upon the happening of said latter events, this Agreement shall be reinstated as if there had been no breach occasioned by the happening of said contingencies, provided that CONCESSIONAIRE shall, within ten (10) days after the final denial, vacating, or setting aside of such petition on the vacating, terminating, or setting aside of such appointment, pay or discharge any or all sums of money which were due under this Agreement and shall likewise fully perform and discharge all its obligations which may have accrued and become payable in the interim.
- f. On or after the first (1st) year of this agreement, CITY may terminate the Agreement for convenience or without cause. In the event CITY terminates the Agreement for convenience or without cause, the following conditions will be in effect:
1. CITY must give CONCESSIONAIRE no less than 120 (one hundred twenty) days notice of intent to terminate Agreement for convenience or without cause.

2. Any termination by the CITY for convenience or without cause will accompany correspondence from the CITY that states that the CONCESSIONAIRE successfully fulfilled all of its obligations and that the determination to cancel was purely for convenience.
3. Upon termination by the CITY, all rights, powers, privileges and authority granted to the CONCESSIONAIRE under this Agreement will cease immediately and the CONCESSIONAIRE agrees to vacate the Premises used or occupied by it in connection with its operation under this Agreement.
4. The exercise by the CITY of the remedies and rights provided in this Agreement will not be exclusive but will be cumulative and will not affect any other legal rights or remedies available to the CITY.

Upon termination of this agreement, all capital improvements with the exception of proprietary items, shall become property of the City.

Article XX **Continuity of Operations**

In the event that CONCESSIONAIRE shall be prevented for any reason (within its control) from providing food and beverage service to the public in the terminal building, CITY shall have the right to enter immediately upon the Premises with agents, employees, and servants hired by it and to use CONCESSIONAIRE'S furniture, furnishings, and equipment and render such food and beverage service during the period of CONCESSIONAIRE'S inability and that CONCESSIONAIRE shall not be liable under its several insurance obligations required by this Agreement for injury or damage resulting from such operation by CITY. Gross receipts of such operations by CITY shall not be included in CONCESSIONAIRE'S gross receipts for the period.

Article XXI **Waiver**

- a. The acceptance of charges and fees by CITY for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE shall not be deemed a waiver of any rights on the part of CITY to terminate this Agreement for failure by CONCESSIONAIRE to so perform, keep or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed.

- b. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by either party either prior to or after either party may have remedied the same, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed kept, and observed by either party.

Article XXII
Interpretation of Agreement, Venue and Applicable Law

It is understood and agreed that nothing herein contained is intended or should be construed as in anywise creating or establishing the relationship of co-partners between the parties hereto, or as constituting CONCESSIONAIRE as the agent, representative, or employee of CITY for any purpose or in any manner whatsoever. CONCESSIONAIRE is to be and shall remain an independent contractor under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or Annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by CONCESSIONAIRE for work performed under the terms of this Agreement, and agrees to indemnify and save harmless CITY from any such contributions or taxes or liability therefore. This Agreement is entered into in Hidalgo County, Texas and shall be construed according to the laws of the State of Texas, with venue being in Hidalgo County, Texas.

Article XXIII
Notices

All notice periods begin on the date the notice is mailed and sent via facsimile or personally delivered. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission and sent via any nationally recognized overnight courier service, and addressed as follows:

When to CITY:

Attention: Director of Aviation
McAllen International Airport
2500 s. Bicentennial Blvd., Ste. 100
McAllen, Texas 78502-4797
Phone: (956)681-1500
Fax Number: (956)681-1510

When to CONCESSIONAIRE:

Attention: Mike & Deanna Cochran
D&M Coffee Co. Inc.
1108 S. McColl Road
Edinburg, Texas 78539
Phone: (956)381-8765
Fax Number: (956)381-5194

Article XXIV
Airport Security

- a. CONCESSIONAIRE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSA 49 CFR Part 1542, as amended from time to time. CONCESSIONAIRE agrees to cooperate fully with the CITY and TSA in the investigation of any alleged violations of security provisions. Should CONCESSIONAIRE, through a negligent or intentional act of its own, allow access to the Security Identification Display Area (SIDA) to an unauthorized person or person, and CITY should be cited a civil penalty which may be imposed upon CITY by the Federal Aviation Administration (FAA) or the Transportation Security Administration (TSA), then CONCESSIONAIRE shall be liable to CITY for said penalty.
- b. For those employees requiring a Security Identification Display Area (SIDA) badge to perform their job duties, CONCESSIONAIRE agrees to pay CITY those applicable administrative fees, as may be established by the Director of Aviation, required to perform criminal history background checks and process fingerprints through the Aviation Security Clearinghouse. The fees shall be paid whether or not said employee is granted a SIDA badge.

Article XXV
Governmental Rights

Nothing in this agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by CITY in the Airport or in any manner waiving or limiting its control over the development, improvement, operations, and maintenance of the Airport or in derogation of such governmental rights as CITY possesses, except as may be otherwise specifically provided herein.

Article XXVI
Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

Article XXVII
Force Majeure

Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of

this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstance for which such party is not responsible or which is not in its own power to control.

Article XXVIII
Familiarity and Compliance with Terms

CONCESSIONAIRE represents that it has carefully reviewed The terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

Article XXIX
Entire Agreement/Amendment

This Agreement and subsequent amendments constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, representations, and understandings concerning the same, whether written or oral. The provisions of this Agreement may be modified, amended or waived only by a written instrument, executed by CITY and CONCESSIONAIRE.

IN WITNESS WHEREOF, CONCESSIONAIRE and CITY have executed this Agreement as of the date and year first written above.

CITY OF McAllen

By: _____
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal, City Secretary

D&M Coffee Co. Inc.

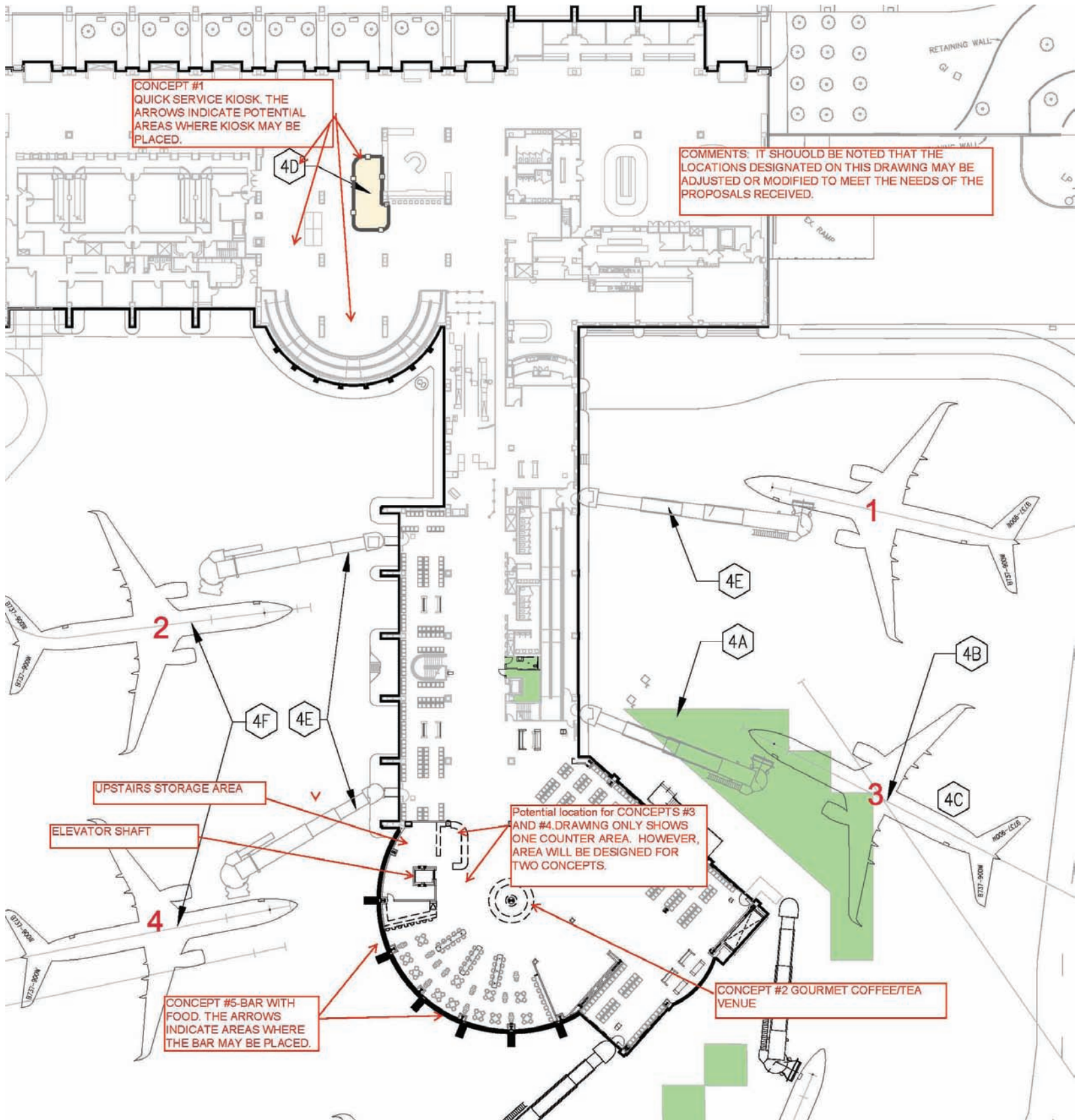
By: _____
Mike Cochran, Owner

By: _____
Deanna Cochran, Owner

Approved as to form:

Kevin Pagan, City Attorney

EXHIBIT B-SPACE AVAILABILITY



CONCEPT #1 QUICK SERVICE KIOSK. THE ARROWS INDICATE POTENTIAL AREAS WHERE KIOSK MAY BE PLACED.

4D

COMMENTS: IT SHOULD BE NOTED THAT THE LOCATIONS DESIGNATED ON THIS DRAWING MAY BE ADJUSTED OR MODIFIED TO MEET THE NEEDS OF THE PROPOSALS RECEIVED.

UPSTAIRS STORAGE AREA

ELEVATOR SHAFT

Potential location for CONCEPTS #3 AND #4. DRAWING ONLY SHOWS ONE COUNTER AREA. HOWEVER, AREA WILL BE DESIGNED FOR TWO CONCEPTS.

CONCEPT #5 BAR WITH FOOD. THE ARROWS INDICATE AREAS WHERE THE BAR MAY BE PLACED.

CONCEPT #2 GOURMET COFFEE/TEA VENUE

2

1

3

4

4F

4E

4E

4A

4B

4C

RETAINING WALL

EX. RAMP

N171-900A

N171-900B

N171-900C

N171-900D

N171-900E

N171-900F

N171-900G

N171-900H

N171-900I

N171-900J

N171-900K

N171-900L

N171-900M

N171-900N

N171-900O

N171-900P

N171-900Q

N171-900R

N171-900S

N171-900T

N171-900U

N171-900V

N171-900W

N171-900X

N171-900Y

N171-900Z

EXHIBIT B-SPACE AVAILABILITY-LOWER LEVEL STORAGE

LOWER LEVEL GATE HOLDROOM
USE GROUP: A-3
899 SF / 15 GSF PER OCC.
60 OCCUPANTS

AIRLINE OPERATIONS
USE GROUP: B
1,126 SF / 100 GSF PER OCC.
12 OCCUPANTS

CONCESSION STORAGE
USE GROUP: S-2
2,023 SF / 300 GSF PER OCC.
7 OCCUPANTS

ELEVATOR MACHINERY
USE GROUP: F-1
124 SF / 300 GSF PER OCC.
1 OCCUPANT

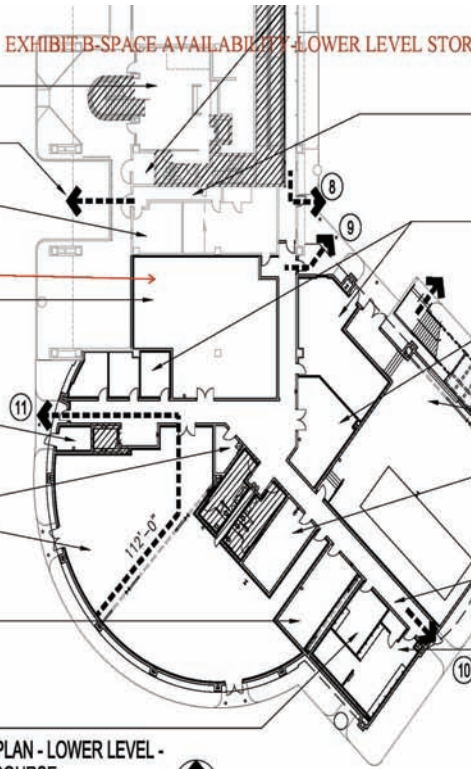
SHELL & JANITOR
USE GROUP: S-2
4,473 SF / 300 GSF PER OCC.
15 OCCUPANTS

COMMUNICATIONS EQUIPMENT
USE GROUP: S-2
538 SF / 300 GSF PER OCC.
2 OCCUPANTS

TSA CONFERENCE ROOM
USE GROUP: B
251 SF / 15 GSF PER OCC.
17 OCCUPANTS

EXIT 8 FROM UPPER LEVEL, SEE SHEET LS.0.21

CONCESSION STORAGE SPACE AVAILABLE. SPACE WILL BE DIVIDED AMONG THE TENANTS.



EXIT CORRIDOR
USE GROUP: A-3 (EXIT FROM ABOVE)
146 SF / 100 GSF PER OCC.
2 OCCUPANTS

OFFICES
USE GROUP: B
1,406 SF / 100 GSF PER OCC.
15 OCCUPANTS

CONCESSION STORAGE
USE GROUP: S-2
516 SF / 300 GSF PER OCC.
2 OCCUPANTS

MECHANICAL & ELECTRICAL EQUIPMENT
USE GROUP: F-1
4,120 SF / 300 GSF PER OCC.
14 OCCUPANTS

OPERATIONS CIRCULATION
USE GROUP: S-2
1,781 SF / 100 GSF PER OCC.
18 OCCUPANTS

TSA OFFICE & TRAINING
USE GROUP: B
692 SF / 20 GSF PER OCC.
35 OCCUPANTS

CODE COMPLIANCE PLAN - LOWER LEVEL - TERMINAL AND CONCOURSE



LS.0.11 SCALE: 1" = 20'-0"



FULL SIZE =

 SCALE: 1" = 20'-0"

D & M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

March 27, 2013

Mike R. Perez, City Manager
City of McAllen
1300 Houston Avenue
Purchasing & Contracting Department – 3rd Floor
McAllen, TX 78501

RE: Project No. 03-13-S37-47 RFP- FOOD & BEVERAGE CONCESSION AT MMIA

Dear Mr. Perez:

The attached proposal is submitted by Mike and Deanna Cochran, owners / officers of D & M Coffee Co., Inc. We have a sincere interest in the improvement of our airport, and we are committed – not only to the obligations and for the opportunities outlined in the RFP document, but in the long term, to forge a working relationship with the principals and management of McAllen International Airport and the City of McAllen to ensure that those departing and arriving in our city are left with a positive impression.

We have been providing food and beverage services in the Rio Grande Valley for the last eighteen years. As stated and illustrated in the attached document, we believe that we can offer services to passengers, guests and staff that will exceed the expectations outlined in the RFP. Our proposal is for:

- Concept #1: Quick Service Kiosk
- Concept # 2: Gourmet Coffee / Tea Venue

Thank you for the opportunity to present this proposal. We invite anyone involved in this process to visit any or all of our locations to experience our products and services. We can be reached at the phone numbers on the following page of contact information.

Sincerely yours,



Michael B. Cochran



Deanna M. Cochran

Owners, D & M Coffee Co., Inc.

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Company Contact Information

Below is all contact information for the corporation, businesses and principals of D & M Coffee Co., Inc:

D & M Coffee Co., Inc. Corporate Office
1108 S. McColl Rd.
Edinburg, TX 78539
Ph: 956-381-8765
Fax: 956-381-5184
e-mail: dmcoffeeco@aol.com

Michael B. Cochran and Deanna M. Cochran are co-owners as well as President and Secretary, respectively, of this Texas based corporation.

Mike Cochran cell: 956-239-1836
Deanna Cochran cell: 956-239-1838

Coffee Zone – Edinburg
1108 S. McColl Rd.
Edinburg, TX 78539
Ph: 956-381-5462
Fax: 956-381-5184
Website: www.thecoffeezoneedinburg.com

Coffee Zone – McAllen
(Neuhaus Tower)
200 S. Tenth Street, Suite 102
McAllen, TX 78501
Ph: 956-630-1057
Website: Under construction

Gloria Jean's Coffees
La Plaza Mall
2200 S. Tenth Street
McAllen, TX 78503
Ph: 956-686-6668

Mike & Deanna Cochran – home address:
4206 Ora St.
Edinburg, TX 78539
Ph / Fax: 386-1076

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Executive Summary

Mike & Deanna Cochran, Co-Owners, Coffee Zone

As stated in the RFP, we (Mike & Deanna Cochran) need to state how our company proposes to add two locations at McAllen Miller International Airport – build them; equip, staff and service them, and maintain our current businesses in the process.

As we are doing in this very process of submitting this RFP, we have chosen to work with companies and individuals with knowledge, skill and resource to help us with all the facets of this project with which we are not intimately familiar.

The first phase: planning and building.

We know that these businesses will be a vital part of MMIA. We also know that their appearance is an important aesthetic to the airport, and we propose to work with the designated personnel from City of McAllen and MMIA to finalize pre-construction details that will ultimately become visible to the public (construction final design, finishes & colors, and any other details of concern to all parties.)

We have selected an architectural firm and contractor with whom we are familiar; we know their work, and we know they are familiar with the type of business we do. When actual construction begins, we plan to work cooperatively, communicating on an ongoing basis with the contractor, the designated individuals at the City of McAllen and MMIA.

Simultaneously, as outlined in “Proposed Transition Plan for Start-up” we will begin to prepare within our company for this addition of business. We are not proposing to do something we have never done before. Although every day in every business is a new challenge, we do have great familiarity with providing the products and services in similar fast-paced environments.

Phase two: It begins.

Menus, products and packaging will be a project of the management and culinary team early on. We will begin to identify specific items, test them with consumers (if we have not already done so) and seek some packaging options that may be more suitable to this venue. We work with multiple vendors, and by starting this project in May and June, we will have more than enough time to seek the best solutions.

Personnel will be hired at least two months ahead of their anticipated start date. We are doing this because this IS an isolated venue, and we want to be assured that once the venue is open, our staff is more than competent and confident.

Our management staff is already aware that during the months of mid-September through mid-November, they will spend the majority of their time at MMIA; we are fortunate to have several tenured individuals who will be willing to assist us as “lead” people as our newer associates become extremely familiar with their jobs.

We have identified some key issues:

The venues are open very early in the morning (opening at 4:30 am.) We therefore plan to hire culinary staff and a driver / delivery person for that shift. Ultimately, if our sales continue to grow, we will add staff as required. We have always delivered daily to La Plaza Mall and Neuhaus Tower; our staff is familiar with filling “orders” as sent from staffs of those locations. We will have more than one delivery driver working each day to expedite delivery to the venues.

Difficulty of Getting product to the Venues: We have planned our spaces to include an inner work area with some storage. In addition, we are requesting lower level storage in which we will have refrigerator(s.) Depending upon business volume, we will have our “reserve” inventory in that area.

We are concerned about the potential dilution of the revenue if there are numerous options for individuals. Our food and beverage offerings are varied enough that if necessary, we can focus more in one area than another; we have discussed this with the culinary team, and once we have more information about the options that will exist for customers, we can better focus our offerings as well.

We plan to place attractive, professional “artwork”-type signage in key areas...just enough so that the customers would find them attractive and informative regarding our products. We also will have the bakery cases which will clearly display the food and drinks for sale – and we have learned that visual merchandising is the best.

Our philosophy and mission have always reflected that we believe in effective communication with our customers and our associates; and we have been well-served with the 80’s “In Search of Excellence” concepts.

We hope to have a chance to apply those principles at MMIA.

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Construction Project Management

We have selected individuals and companies to complete this project with the skill and experience to work on a project like this one. Each of these businesses and the individuals involved have had experience working on projects for the City of McAllen. We have also had individual experience with All Pro Contractors, building stores for us.

For architecture / design, we are working with:

Milnet Architectural Services

608 S. 12th St.

McAllen, TX 78501

Ph: 956-688-5656

Fax: 956-687-9289

Our project coordinator is Efrain Silva: efrains@milnet-archservices.com

For construction, we have selected:

All Pro Contractors, Inc.

Richard Daughtry, President

2016 Orchid Avenue

McAllen, TX 78504

Ph: 956-971-9688

Fax: 956-971-9626

E-mail: allprocontractor@gmail.com

The project manager for this project is David McEver.

His cell number is: 956-309-4730

David McEver's work experience resume is on the attached page.

David L. McEver
Supervisor, Estimator & Project Manager
All Pro Contractors, Inc.

Office: 956-971-9688

Fax: 956-971-9626

Mobile: 956-309-4780

Summary: Over 44 years of hands-on experience in the construction business, working on projects for government, school districts, and private companies. Projects have varied from single unit residential construction, high-rise city-center buildings, to prisons and schools. Job responsibilities have varied from company sales rep to sub-contract manager, construction superintendent and engineering work to estimator and manager of mid-size to large projects.

Work history:

All Pro Contractors – Estimator and Project Manager	Present
Williamson Construction – Pharr Texas, - Superintendent	1996 - 2003
Primary projects: Schools, Banks, Warehouses & State Building Project in Paris, TX	
Faulkner Construction – Austin, Texas -	1991 – 1996
Worked as Field Engineer and Civil Engineer on Prisons throughout Texas	
Daton Construction – San Antonio, Texas	1985 – 1990
Owner / Operator, completing subcontract work for Spawglass, Lyda Construction and Ray Ellison Homes	
HBF Construction, Inc. – Midland, Texas	1979 – 1985
Superintendent of construction for four years completing office buildings including up to nine-story high rise buildings.	
Appointed Company Representative in 1983	
Oasis Builders – Kermit Texas	1969-1976
Superintendent of construction on Schools throughout West Texas.	
Completed projects for NASA in Fort Davis, Texas	

Home address:

24845 Uncle Peters RD.

Lyford, TX 78569

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Company Profile **D & M Coffee Co., Inc., dba Coffee Zone**

In 1995, D & M Coffee Co., Inc. was formed as a Texas Corporation by Michael B. and Deanna M. Cochran. We are equal and sole shareholders of this corporation with Mike as the President and Deanna as the secretary of the corporation.

About us...

We have lived in the Rio Grande Valley since 1995 when we moved here from Houston to open the Gloria Jean's Coffee store in La Plaza Mall. We have been married for 42 years, and we have two children and two grandchildren here in the Rio Grande Valley.

Until we moved to McAllen, Mike's career was as an engineer maintaining main-frame computer systems for various large businesses, and in later years, as General Manager of accounts in the Houston area. Managing multiple sites and commuting to corporate gave Mike an opportunity to experience airports first-hand.

I (Deanna) worked initially in clinical practice as an RN, but for over 25 years, I was involved in operations management and business development for large healthcare corporations, continuing after we moved to McAllen to work for Columbia HCA completing mergers and acquisitions of healthcare companies until I resigned to work in our own family business. As a constant air traveler, I have seen and utilized airport services from coast to coast and border to border and beyond.

Both of us experienced corporate buy-outs and mergers at various times, and we had always had a mutual goal of owning our own business. Thus...

The history of our business...

Gloria Jean's Coffees opened in October, 1995 in La Plaza Mall and is still in operation today – often enjoying the Number One position of sales within the Franchise organization. Gloria Jean's is our only Franchise operation. We also operated two small “cart” business in La Plaza for about two years – “Totally Nuts” and “The Cartoons Company.”

In 1998, we opened an espresso bar and deli café in the tower lobby of then Texas State Bank at 10th and Nolana, called Liquid Assets. In addition to operating Liquid Assets, we were contracted to manage the private executive dining facility and commercial kitchen on the top floor of the building. For thirteen years, we operated the café and hosted countless events at the bank and elsewhere for every type of function – casual to very formal, small to very large. We employed chefs and staff who were responsible for creating meals and service that was to be unparalleled in the area. We opted to terminate our services with the bank in 2011; we enjoy excellent

relationships with the executives that were recipients of our services for many years, and still cater for BBVA Compass.

Coffee Zone was “born” in 1999, when we opened an espresso bar and deli by Copy Zone in the NorthCross Shopping Center at 10th and Nolana. We were asked to provide a service for people coming into the adjacent Copy Zone, and to provide a “draw” for individuals wanting a place to meet, eat, and work. Our original Coffee Zone provided gourmet espresso drinks, other beverages and primarily light food and dessert menu items. The business was very successful and a “destination” location for loyal customers until the over-crowded parking lot made it very difficult to do business in that location, so we decided to move the operation to a more suitable location.

Coffee Zone Edinburg opened in 2001. We planned to offer light food and a pleasant atmosphere in addition to offering traditional “espresso bar” beverages and desserts. The success of our Edinburg location was such that in 2003, we decided to double our space, add to our offerings, and we also had begun to do far more catering than we had originally thought we would do. We are very pleased that this location has continued to show substantial growth year after year. We provide breakfast, lunch and dinner six days a week (closed Sunday) with dine-in and drive-thru service. The commercial kitchen in this location serves as our “central” kitchen. We employ baristas, servers, bakers, warehouse and office staff.

In 2011, we opened Coffee Zone McAllen on the first floor of the Neuhaus Tower at 200 S. 10th Street. This location serves the building population as well as other customers. We provide a “deli” type menu from this location daily, as well as offering the espresso bar beverages.

Beginning with our Texas State Bank Dining Room business in the late 90’s, we began to do catering business. Catering is an important part of our business today. We enjoy excellent relationships with professional and personal catering customers.

Our offices and warehouse are co-located in the building with Coffee Zone Edinburg. Our contact information, as listed on the “Company Contact Information” sheet reflects our locations in operation today.

In the eighteen years that we have been in business, we have learned a great deal about the food and beverage business. We have worked cooperatively to provide services that will “better” the buildings in which we were located. As a caterer, we have learned to carefully listen to the needs of our customers and as a retailer, we have learned that customer service and quality of product go hand in hand if you hope to have a successful business.

The Rio Grande Valley is our home. Anyone who knows us will validate the fact that we are owners / operators who have very close contact with our businesses and personnel. We hope to bring that same sense of pride to McAllen International Airport’s food and beverage service.

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Proposed Designs and Concepts

Attached are architectural drawings for:

Concept # 1 – Quick Service Kiosk – 455 square feet.

This concept is a modified hexagonal shape venue, with cash registers at each corner. The proposed location of this venue is along the outer (West) wall of the existing retail space. The kiosk will have in-line, under counter display room, and will also have a grab-n-go bakery case within the outside perimeter. The back room will allow for any necessary work / cleaning / on-site storage.

All “customer-touch” surfaces will be granite. At strategic areas around the kiosk (in front of espresso machine and in front of “employee work” areas,) glass block will divide the customer area from the work area, giving a high-end appeal to the structure. The outer walls of the storage area are designed to be brick, in keeping with Coffee Zone’s identity.

The ceiling is an open-concept, reflective of the airport’s structure. Wood finish will be determined on site to be most aesthetically pleasing in the surrounding area. Signage will be a neon Coffee Zone “Bistro” sign, hung above the center of the kiosk, mounted on the same wood utilized in the ceiling.

Concept # 2 – Gourmet Coffee / Tea Venue – 514 square feet.

The Gourmet Coffee / Tea Venue has been designed in a modified octagonal shape, also with two cash registers. This location is in the center of the concourse. The “face” side is the North side, seen as customers enter into the gate area. This venue is open to all directions except the South. The South side will be utilized for a condiment bar – a place for customers to add individual condiments to drinks, sandwiches, etc. and offer a place “off the floor” for customers to “situate” their order for travel.

Like the Quick-Service Kiosk, all finishes will be high-end finishes, with customer-touch surfaces in granite, and glass-block enclosure areas around espresso machine and employee work areas. This kiosk will feature two bakery cases as well as under-counter lighted display area.

The outer walls of the storage area are designed to be brick; the wood finish of the millwork will be determined on site to be most aesthetically pleasing. This venue may feature two signs, each of which will be in neon and mounted from the open-concept ceiling.

Note: Artistic rendition reflects basic design – not color or type / placement of cases.

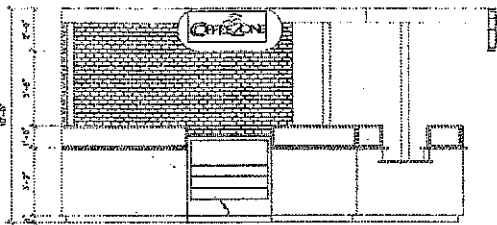
LOWER LEVEL STORAGE: We are requesting approximately 300 square feet of external storage space for shelving and extra refrigeration to service both of the venues.

CONCEPT #1 Quick-Service Kiosk

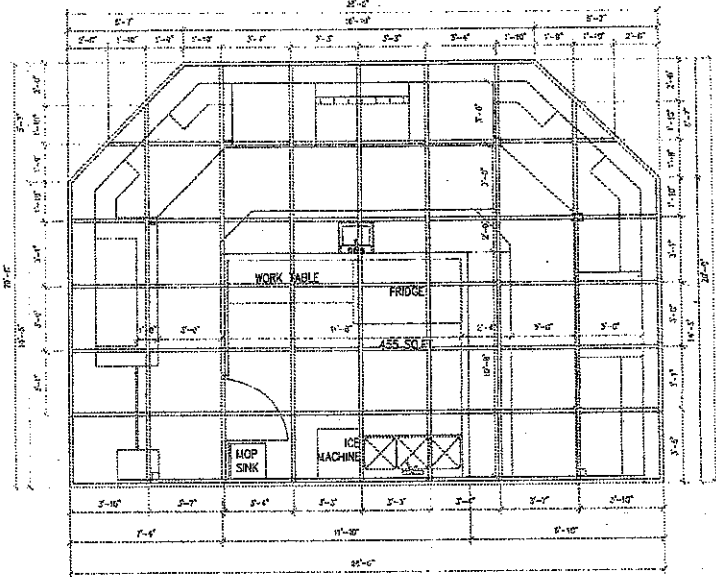
455 sq. ft.



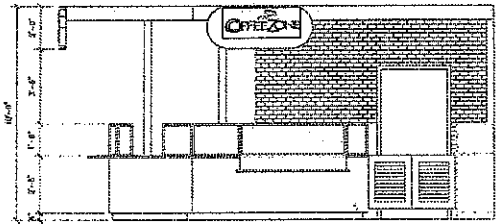
McAllen
Architectural
Services
A Division of



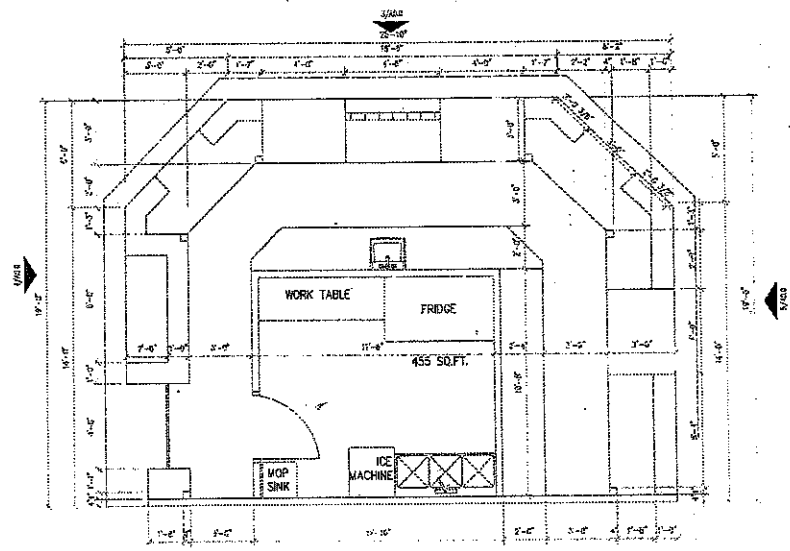
5 SIDE ELEVATION
SCALE: NTS



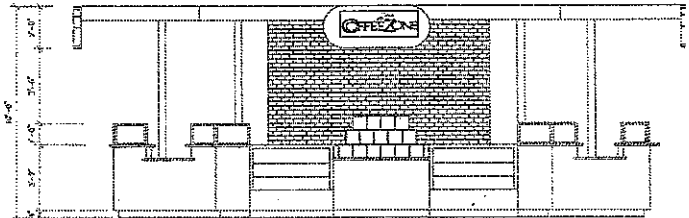
2 CEILING PLAN
SCALE: NTS



4 SIDE ELEVATION
SCALE: NTS



1 FLOOR PLAN
SCALE: NTS



3 FRONT ELEVATION
SCALE: NTS

PROJECT NUMBER

MCALLEN
AIRPORT COFFEE SHOP
McAllen, TX

PROJECT NUMBER

245624

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

DESIGNED BY

MCALLEN

DATE

March 27, 2011

SHEET
A0.0

CONCEPT # 2 GOURMET COFFEE TEA VENUE

514 SQ.FT.



PRELIMINARY

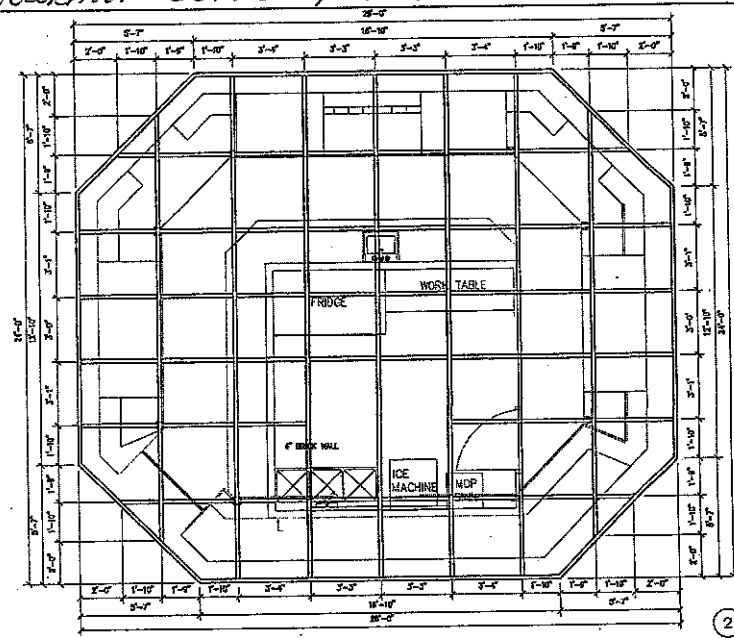
MC ALLEN
 AIR PORT COFFEE SHOP
 MC ALLEN TX

PROJECT NUMBER
 20204
 DATE
 March 22, 2012
 PRELIMINARY

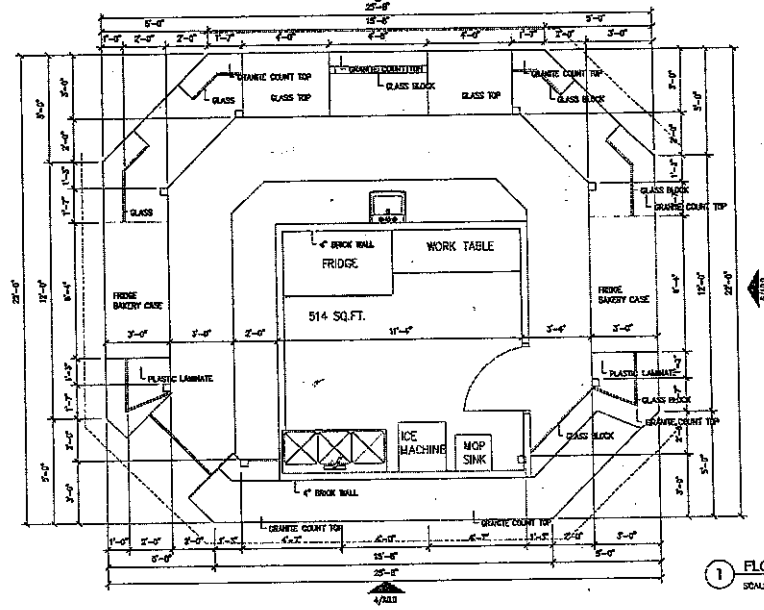
S H E E T

A00

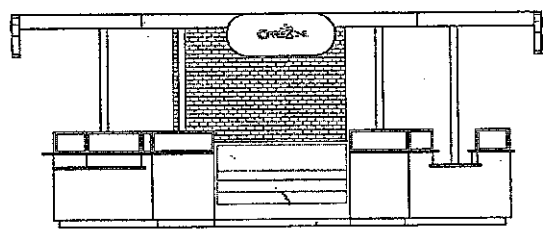
OF



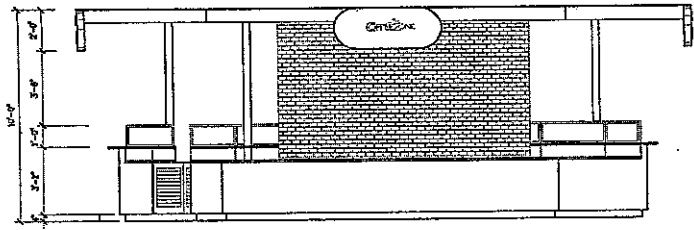
2 CEILING PLAN
SCALE: NTS



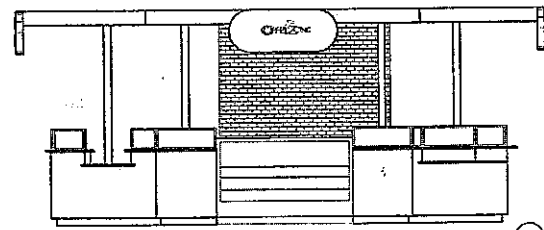
1 FLOOR PLAN
SCALE: NTS



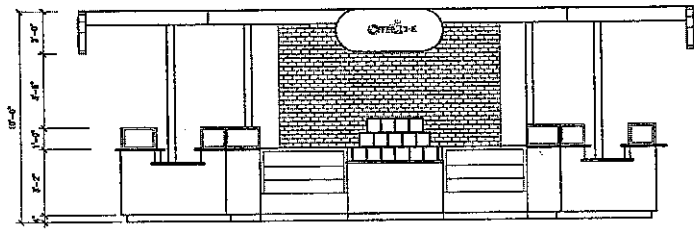
6 SIDE ELEVATION
SCALE: NTS



5 BACK ELEVATION
SCALE: NTS



4 SIDE ELEVATION
SCALE: NTS



3 FRONT ELEVATION
SCALE: NTS

D & M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax


COFFEE ZONE

**Coffee Zone is not a franchise.
It is wholly owned by D & M Coffee Co., Inc.**

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

PROPOSED VENUES, HOURS OF OPERATION, MENUS & PRICING STRUCTURE

This proposal is for two venues: Concept # 1 – Quick-Service Kiosk, located in the pre-security Main Terminal Lobby, and Concept #2 – Gourmet Coffee / Tea Venue, located in the Post-security Terminal Concourse. This proposal is inclusive; we are proposing to do both of these venues, or none.

Concept # 1 – Quick Service Kiosk

With clear understanding that the hours of operation may need to change if flights are added or inclement weather, mechanical problems or other unforeseen circumstances should occur, we will operate the Quick Service Kiosk from 4:30 am – 9:30 pm.

The menu will provide food and beverage appropriate for the time of day and season / climate. In our businesses, we have learned that the customers are the best indicator of “what works” and what does not. It would be our intent to start with a menu as stated below, adding or subtracting items as deemed appropriate for customer satisfaction and optimum sales. Breakfast items that require assembly (tacos, sandwiches & pancakes) will be available through 10:00 am each morning.

A full-service espresso bar will exist on this kiosk.

Our menu will include:

Fresh fruit cup (available all day:) \$3.29

Cup of Old-fashioned oatmeal w/ cream & sugar: \$2.29

Bowl of Old-fashioned oatmeal w/ cream & sugar: \$3.29
(add pecans, raisins or berries for \$1.49)

Cup of yogurt w/ fresh berries & granola: \$4.29

Breakfast Tacos:

(Build) a taco on a flour or corn tortilla w/ sauce, choosing from:

\$1.29 ea:

Bacon
Cheese
Sausage

Avocado
Chorizo
Ham

\$0.69 ea:

Tomato
Bell Pepper
Mushrooms

Jalapeno
Onion
Refried Beans

Potato

Breakfast Sandwiches: Choose from croissant or biscuit w/
Applewood-smoked Bacon, Sausage or Ham w/ scrambled egg: \$4.49
Add your choice of cheese: \$5.49

Pancakes & Sausage – (made in our kitchen – heated on site) \$5.79

Breakfast Breads: (served w/ butter & Jelly / Peanut Butter)

English Muffin, Croissant \$1.59

Freshly-Baked Pastries:

Scones, Cinnamon Rolls, Muffins, Bagels, Fruit Breads, Danish, Deluxe Croissants w/ fruit & nuts \$2.59

Homemade Soup (changes daily – featured on “blackboard”)

Cup: \$3.99

Bowl: \$4.99

Garden Salad

**Mix of Romaine & Baby Spinach, topped w/ shredded carrots, cucumber slices,
Onion rings & grape tomatoes w/ your choice of dressing**

Bistro Salad: \$3.49

House Salad: \$5.49

Trio Salad

**Green Garden Salad with Fresh Fruit & your choice of chicken salad or tuna salad
\$10.99**

Chef Salad

**Our house salad, topped w/ Ham, Turkey, Bacon, Egg & Shredded Cheddar Cheese
\$10.99**

Southwest Cobb Salad

**Grilled Marinated Chicken Breast w/ Bacon, Tomato, Red Onion, Avocado & Bleu
Cheese on Green Salad w/ our Homemade Pesto Ranch Dressing – Topped w/ a Black
Bean & Corn Salsa**

\$11.49

Chicken Caesar Salad

**Grilled Chicken Breast over a bed of crisp Romaine With a Homemade Caesar
Dressing, tossed w/ Homemade Croutons, and Topped w/ Parmesan Cheese**

\$10.49

Stuffed Avocado:

**Half Avocado stuffed w/ your choice of Chicken Salad or Tuna Salad w/ fresh fruit on a
bed of green salad \$8.99 (choose whole avocado - \$9.99)**

COFFEE ZONE COMBO:

**Your choice of 2: Cup of Soup, Bistro Salad, or Half Deli Sandwich, served w/ your
choice of a 16-oz water, tea, coffee, lemonade or soda. For \$1.00 more, choose ½**

Coffee Zone Club Sandwich or add cheese to any sandwich

\$9.99

Deli Sandwiches:

All of our deli sandwiches are made with Boars Head deli meats on homebaked cracked wheat bread, buttery croissant, Deli Rye or White Bread. We would bring some sandwiches each day made in our kitchen to expedite service; we would also make sandwiches to order.

All sandwiches are served w/ your choice of Potato Salad, Italian Pasta Salad, Cottage Cheese, or Chips & Pickle.

Chicken Salad (our signature chicken salad is made w/ pecans, grapes & smoked chicken breast)

Tuna Salad made w/ white albacore Tuna

Oven Gold Turkey Breast

Honey Ham

\$8.99 ea

CZ Club Sandwich

Honey Ham & Oven-gold Turkey, thinly sliced, and topped w/ applewood smoked bacon, Cheddar & Swiss Cheese, Lettuce & Tomato

Chicken Caesar Wrap

Grilled Chicken Breast w/ Romaine Lettuce, Caesar Dressing & Parmesan Cheese, all wrapped in a Jalapeno Cheddar Tortilla

Southwest Chicken Wrap

Grilled Breast of Chicken w/ corn & black bean salsa, cheddar cheese, Southwest Chipotle Ranch, wrapped in a Jalapeno Cheddar Tortilla

Grilled Chicken Pita

Marinated Grilled Breast of Chicken w/ Lettuce, Tomato, Cheddar Cheese and our Homemade Chipotle Sauce

\$9.99

Sides & Extras:

Ms. Vickie's Gourmet Chips & Boar's Head Dill Pickles (\$1.99 as a side / \$1.09 chips alone)

Potato Salad, Italian Pasta Salad or Cottage Cheese (1.99)

Scoop of Chicken Salad or Tuna Salad (a la carte) (\$2.99)

Grilled Breast of Chicken (\$3.49)

Fresh veggie tray w/ dip \$3.49

Homemade hummus w/ Pita Chips \$3.99

DESSERTS:

Our dessert offerings can change daily. Our bakers bake items that change with The season. Our “by the piece” dessert offerings will include, but not be limited to:

Cakes
(Chocolate, strawberry, White almond, Italian Cream, Lemon, Coconut)
Flan
Gourmet Cupcakes
\$4.49 ea

Cookies / Brownies / Fruit Bars
\$1.19 - \$2.59

Other packaged items will include gourmet biscottis, chocolate-covered espresso beans, Mint tins, Homemade caramels, and other seasonal gourmet candy and sweet items. The pricing of these items will be 10% over our pricing at La Plaza Mall. This pricing changes from season to season.

In addition to the food items, we will offer the following from our full-service espresso bar and grab ‘n go bakery case. An espresso bar is exactly that – a “bar” in the sense that ingredients are available to make a wide variety of drinks. Terminology changes constantly – the drink availability includes but is certainly not limited to:

HOT DRINKS

	Small	Medium	Large
Coffees of the Day	\$1.79	\$1.99	\$2.29
Espresso	\$1.79	\$2.39	\$2.89
Cappuccino	\$3.29	\$3.59	\$4.19
Café Latte/Chai Latte	\$3.59	\$3.89	\$4.39
Café Mocha	\$3.99	\$4.29	\$4.79
Café Americano	\$1.89	\$2.69	\$2.99
Hot Chocolate	\$2.49	\$2.99	\$3.49
Hot Tea	\$1.79	\$1.99	\$2.09

Add your favorite flavor: .69 cents

Extra Shot of Espresso: .89 cents

Cold Drinks

COLD DRINKS

	Small	Medium	Large
Iced-Blended Mocha Espresso, gourmet chocolate & milk blended with ice & topped with whipped cream & chocolate sprinkles.	\$4.59	\$5.59	\$6.59
Iced-Blended Mocha Supreme Like the original, blended with your favorite flavor, then topped with whipped cream & chocolate sprinkles.	\$4.99	\$5.99	\$6.99
	Banana Strawberry Raspberry		Chocolate Mint Malted Oreo Crush
Smootheres Strawberry, Mango, Raspberry, Pina Colada, Banana, Cool Cappuccino	\$3.99	\$4.99	\$5.99
Iced Latte & Chai Latte	\$3.89	\$4.89	\$5.89
Iced Mocha	\$4.29	\$5.29	\$6.29
Add your favorite flavor: .69 cents			
Iced Tea / Pink Lemonade	\$2.19	\$2.69	\$3.19
Sodas: Coke, Diet Coke Sprite, Dr. Pepper (FOUNTAIN DRINKS)	\$2.19	\$1.69	\$3.19
Assorted Juices	\$1.89 up		
Bottled Spring Water	\$1.49		

DRINK FLAVORS

- | | |
|------------|-------------|
| Almond* | Cinnamon |
| Amaretto | Coconut |
| Banana | Hazelnut* |
| Caramel | Irish Crème |
| Cherry | Mint |
| Chocolate* | Strawberry |

Vanilla*

(*available in sugar-free)

Special Request? Just Ask!! Drinks will be "custom-made" to your request.

In addition to the espresso bar drinks, we will offer an assortment of “grab & go” beverages from our cooler.

Like the menu, these beverages can change, depending upon what’s “new” on the market, and customer requests.

We will carry, but will not limit the offerings to:

Monster (regular & lo cal)	\$2.19
Red Bull (regular and lo cal)	\$2.19
Gatorade Sport	\$1.99
Vitamin Water	\$1.99
Bottled Sodas (Coke / Diet Coke / Sprite / Dr. Pepper)	\$1.89
Bottled Water	\$1.49
Gourmet Green Teas	\$1.69 - \$2.19
Bottles of Milk / Chocolate Milk	\$1.99

In addition to these offerings, we are available through either concept to provide catered services within the airport complex. Whether it’s a coffee service for a meeting, or a full-service lunch, our staff will work with our main kitchen to provide that service for MMIA.

Concept # 2 – Gourmet Coffee / Tea Venue

As with Concept # 1, our proposed hours of operation are from 4:30 am – 9:30 pm, unless traffic patterns or unexpected occurrences change the need; if so, we will accommodate that change.

The primary focus of Concept # 2 is a gourmet espresso bar. As with the Quick-Service Kiosk, we will have a full-service espresso bar in this location, utilizing the same menu as Concept #1.

In addition to the Espresso bar, we propose to offer primarily the same offerings for fresh deli sandwiches and salads that we are offering on the Quick-Service Kiosk, in a “ready to take” attractive packaging, as well as the pre-packaged gourmet items.

The pricing of sandwiches and salads are the same as in Concept 1. We will NOT prepare tacos, breakfast sandwiches and lunch items on site in the Gourmet Coffee / Tea Venue. All food items will be “same day” fresh and will be brought upon opening each day from our main kitchen. This should speed the “boarding” process, and provide our customers with food that is available for them on-flight.

The pricing of a 2-egg breakfast taco w/ sauce will be \$2.29.

All other pricing is the same as Quick Service Kiosk # 1.

If the food offerings that we are proposing are considered to be substantial enough, we are willing to entertain an adjustment of the MAG, with the consideration that there will not need to be the quantity of originally-anticipated food venues post-security. We believe that if a customer is taking the time to come to our gourmet coffee kiosk, it is convenient to be able to “grab” something for the flight to eat as well.

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Management – Staffing – Operation Plan

For the last eighteen years, we have operated on a multi-unit basis with our company. If we are fortunate to do business at the two venues proposed (Quick Service Kiosk, pre-security and Gourmet Coffee / Tea Venue post-security,) our plan of management and operation would be the same as we have utilized in the past.

Management:

Mike and Deanna Cochran, owners, are involved in the management and operation of D & M Coffee Co., on a daily basis with Mike focusing on financial and equipment operation and Deanna focusing on operations, personnel and business development.

Sandra Alvarez, a long-term employee with our company, is our General Manager for all Coffee Zone locations, and Sam J. Ram is our Executive Chef in charge of all culinary activities of the company. In addition, each location has an individual in a supervisory role. In our company, we have never focused on “title” but rather the responsibility and accountability (fairly compensated) of the position. It is our intent at MMIA that Sandra would initially be the manager of this location until we are confident that we have hired the right individual to be the on-site manager. It is our goal to have one individual manage both concepts; we believe that will increase communication and cooperation to the benefit of all concerned. Sam Ram, our Executive Chef, will be involved in the menu planning, preparation and packaging in cooperation with our General Manager, on-site manager and owners.

We will seek employees to work at MMIA from within our own organization and from outside the organization. It is our intent to mix seasoned “veterans” and new employees to work in these venues. We plan to begin hiring and training people in our existing locations in August. This will give them the opportunity to work with all aspects of the business so that when MMIA locations open, there will be familiarity with product, service and equipment.

Our hours of operation (4:30 am – 9:30 pm – both locations) will be divided in both locations into three shifts per day:

4:30 am – 10:30 am

10:30 am – 4:30 pm

4:30 pm – 9:30 pm

It is our plan to have individuals hired for this location that work strictly at MMIA. We believe that each concept will have a minimum of two people per shift. During those times when there are three departures within a short period of time, we will add a third person to the staffing as dictated by the traffic. We expect to have staffing at MMIA at a minimum of nine people per venue; this will include experienced staff relocating from other locations and new hires.

Based on the information in the bid packet, the Quick Service Kiosk is scheduled to open approximately one month before the Gourmet Coffee / Tea Venue. During that time, experienced personnel and management staff will be working on-site along with new staff.

When the Gourmet Coffee / Tea Venue opens, experienced personnel and management staff will also work on-site with the staff to ensure that things are operating as planned and that new staff has immediate access to more help. We will promote someone to the site manager of MMIA when we are comfortable and confident that the individual can do the job very well. Until then and after that time, the staff will have the hands-on support of the General Manager and Owners.

Everyone who works for D & M Coffee Co., is, at minimum, oriented to:

**Basic Principles of Customer Service
Standardized Drink Preparation
Equipment Maintenance / Standards of Cleanliness
Food Safety
Dress Code
Coffee / Tea Knowledge**

Our company utilizes Aloha POS Software. This system tracks all transactions, is efficient and effective in sales transaction speed and processing of credit cards, and generation of payroll / sales reports. We also utilize QuickBooks for all Bookkeeping.

Attached are samples of reports as generated each day from these systems

- 1 – Sales slip**
- 2 – Credit card transaction Slip**
- 3 - Close-of-shift sheet showing all transactions / types of payments / credit card Gratuities / cash owed / totals of all payments for the shift. We “close” the Registers at the end of each shift.**
- 4 - Daily Sales Report – generated at 2 am or 4 am each day to reflect “close of Business day.” Reflects total revenue, types of payment, categories of sales, deposit, and any “petty cash” money taken from the register.
(The Daily Sales Report is entered into QuickBooks Daily.)**
- 5 - QuickBooks Report Showing Sales for a selected period of time.**

The Quick-Service Kiosk and The Gourmet Coffee / Tea Venue would each be treated as a separate business unit. As required, we will submit reports to City of McAllen / MMIA.

This system also features a clock in / clock out mechanism and identifies each transaction by employee number. We have had great success with this system in all business units. We work with a CPA who generates tax information / reports and assists us as necessary for all financials.

The following five pages contain copies generated from our POS (Aloha software) system and from our QuikBooks System.

The pages are numbered 1 – 4.

On Page 1, at the top of the page is a copy of a customer receipt for a transaction paid by a credit card. All credit card transactions, including the gratuities attached to those transactions are summarized and “batched” each day.

On Page 1 at the bottom of the page is a basic receipt for a cash transaction. Every transaction is numbered, with date and time.

On Page 2 is a “Register check-out.” This is done at the end of every shift, showing type of sales, types of payments, and if discounts are given, which they WILL BE, at MMIA, this register check-out will also show the amount of discount given for the shift. The check out tape was too long to fit on one page – the bottom of the tape is actually to the left...and it shows total cash owed, as well as number of guests rung through the register and the number of checks generated – as a “check and balance.”

On pages 3 and 4 is the “Daily Sales Report.” This is set to run in every business in “the middle of the night” usually at 2:00 am. The particular one in this example was run “off schedule at 6:34 pm for express purpose of including it in this proposal as an example.

The data from the Aloha System is reported on this “Sales Report” daily. It is then manually entered into the QuikBooks system and utilized as a check and balance for daily cash and check deposits, the credit cards (which are deposited into our bank accounts through our credit-card processing companies) and for tracking our sales, usage of petty cash for paid-outs and sales trending for the day.

This data becomes part of the Profit and Loss report as seen on Page 5. These reports may be viewed / printed at will (note – we printed the report shown on March 24.) All data within these reports may be viewed / printed in various formats to look at different aspects of business performance.

For our Gloria Jean’s store at La Plaza Mall, and for our Coffee Zone in the Neuhaus Tower, we also create a summary sales sheet, by month, that is submitted to each entity. By agreement, if there is ever need to do so, they can view the data as detailed above.

Coffee Zone
1108 S. McColl Rd.
Edinburg, TX 78539
(956) 381-8765

Server: Cashier 2 DOB: 03/23/2013
12:00 PM 03/23/2013
Fast Close/1 2/20023

M/C 2097178

Card #XXXXXXXXXXXX1713

Magnetic card present: SONG MARITZA Y

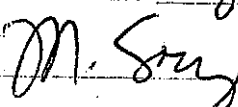
Approval: 196608

Amount: 6.50

+ Tip:: 2.00

= Total: 8.50

X



Thank You and Come Again!

956-381-5462

PLEASE SIGN & RETURN

Coffee Zone
1108 S. McColl Rd.
Edinburg, TX 78539
(956) 381-8765

Server: Cashier 1 03/25/2013
Fast Close/1 6:23 PM
Guests: 1 #30065

Reprint #: 1

MG Coffee Cake (5 @2.29) 11.45

5 Items

Subtotal 11.45

Tax 0.94

Total 12.39

Cash 20.00

Change 7.61

Thank You and Come Again!

956-381-5462

--- Check Closed ---

*** CASH ***

CASH PAYMENTS: 37.34(+)
CC TIPS/CASH GRATs: 0.00(-)
TOTAL CASH OWED: 37.34(=)

*** DEPOSIT BALANCE ***

TOTAL CASH OWED: 37.34(+)
NON-CASH DEPOSIT TENDERS: 0.00(+)
TIPSHARE: 0.00(-)
CASH TXNS NOT AFFECT DEPOSIT: 0.00(-)
DEPOSIT (CALCULATED): 37.34(=)

*** VISA ***

30021 XXXXXXXXXXXXX6104 3.66 0.00
30022 XXXXXXXXXXXXX5571 6.47 0.00
30026 XXXXXXXXXXXXX6257 9.52 0.00
30029 XXXXXXXXXXXXX5365 6.04 0.00
30030 XXXXXXXXXXXXX6104 6.04 0.00

31.73 0.00

*** M/C ***

30028 XXXXXXXXXXXXX0317 5.41 0.00

5.41 0.00

*** AUDIT ***

12 GUESTS 12 CHECKS
000 SPLIT CHECKS

*** SALES DETAIL ***

Gross Sales \$74.48
Net Sales \$69.95
PPA \$ 6.21

END

BEGIN

*** Checkout ***

Unit # 1 03/23/2013

Cashier Walk In Cashier Walk In (05:12 PM
SHIFT: 2
REV: Restaurant
JOB CODE: Cashier

*** SALES ***

FOOD/NON-ALC: 1.19(+)
HOT DRINKS: 11.93(+)
COLD DRINKS: 31.56(+)
Desserts: 7.98(+)

SALES: 52.66

COFFEE BEANS: 15.00(+)
Bakery: 2.29(+)

TOTAL: 69.95(=)

*** TAXES ***

EXCLUSIVE:

Food/Non-Alc: 4.53(+)

TOTAL: 4.53

GROSS SALES: 74.48(=)

*** PAYMENTS ***

Terminal: Server (T3)

06 Cash: 37.34
05 VISA: 31.73(-)
01 M/C: 5.41(-)

06 Cash: 37.34
05 VISA: 31.73
01 M/C: 5.41
TOTAL PAYMENTS: 74.48

*** CC TIPS ***

TOTAL CASH OWED: 37.34(=)

Employee X _____

Cash Rcvd By X _____

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Proposed Financial Consideration To be given to the City of McAllen

As stated in the RFP, the Minimum Annual Guarantee for the Quick-Service Kiosk is \$15,000. The Minimum Annual Guarantee for the Gourmet Coffee / Tea Venue is \$12,000 for a total of \$27,000 for the two concepts.

We propose to give the City of McAllen ten per-cent (10%) of gross receipts (total sales after taxes) of each venue. We understand and will expect to comply with the financial considerations outlined in the RFP.

Each of these venues will be maintained as separate companies for financial statements / bookkeeping.

In addition to the financial guarantees above, we propose to offer those individuals identified by MMIA management as “employees” within the terminal (including but not limited to: TSA, US Customs, Immigration and Naturalization Services, Border Patrol, Dep’t of Agriculture, Airline employees) a 20% discount on all food / beverage items purchased from either location (Quick-Service Kiosk and Coffee / Tea Venue.)

If it is determined that our food offerings for the Coffee / Tea Venue are substantial enough to justify eliminating at least one of the food venues, we are willing to negotiate an increase in MAG for the Gourmet Coffee / Tea Venue.



Your Kind of Bank.
Your Kind of Banker.

1655 N 23rd Street
PO Box 4169
McAllen, Texas 78502
956.631.7890 Phone
956.630.0862 Fax

www.riobk.com

March 27, 2013

City of McAllen
1300 Houston Ave.
Purchasing & Contracting Dept.
3rd Floor
McAllen, Texas 78501

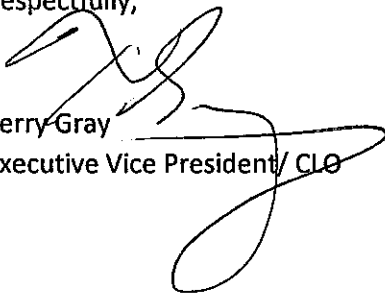
Re: Request for proposal for food & beverage concession(s) at McAllen Miller International Airport

To Whom It May Concern:

Rio Bank's valued customer D & M Coffee Co. Inc., 1108 South McColl Road, Edinburg, Texas, has made the necessary financial arrangements to complete the above mentioned bid. Any courtesies extended to them would be greatly appreciated.

Should you have any questions, please give me a call @ 956-878-1423.

Respectfully,


Terry Gray
Executive Vice President/ CIO

McAllen
San Juan
Palmview
Brownsville
Weslaco

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Requested Funding from Department of Aviation's Construction Allowance

This proposal is for two concepts, #1: Quick Service Kiosk, and #2: Gourmet Coffee / Tea Venue. Our request is for funding for both of these venues. This funding, as requested, is required for us to do these projects.

We are requesting \$224,343.00 for the two venues. The funds will be utilized as follows:

Architectural Services:	\$6750.00
Plumbing Services:	\$27,000.00
Electrical Services:	\$21,250.00
Millwork / Granite:	\$71,407.00
Ceiling Construction:	\$24,756.00
Brick & Glass Block:	\$29,675.00
Workroom Wall Finish:	\$2705.00
Painting / Staining:	\$3718.00
Flooring:	\$9082.00
Construction / Supervision:	\$28,000.00
Total for TWO concepts:	\$224,343.00

5505 Kaepa Court
San Antonio, TX 78218
(210) 661-7997
(210) 661-9815 Fax



FOODSERVICE DISTRIBUTORS

To whom it may concern,

Coffee Zone and Ben E. Keith Foodservice have been partnered up since July 2009. They have been great customers of Ben E. Keith and are buying approximately \$1,000 to \$1,800 a week. The product they buy from Ben E. Keith has always been of higher quality and the product they put out shows this to be fact. They have paid upon delivery of product and have been easy and enjoyable to work with. If any issues have ever occurred, on either end of business, they have always been resolved quickly and without further issue.

It is my personal belief and the belief of Ben E. Keith Foodservice that D&M Coffee Co. would be an excellent candidate for placement in the airport. I have no doubt in the business ethic of Michael and Deanna Cochran, that if they were to be awarded the space, they would be great for business at the airport. It has been my pleasure working with the Cochran's and look forward to our future years of continued business together.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Smith", written over a horizontal line.

Graham Smith
Territory Sales Manager



Sysco Central Texas, Inc
1260 Schwab Rd.
New Braunfels, Tx 78132
T 800.877.5385
F 855.219.2213

sysco.com

March 18,2013

Re: SYSCO account: D & M Coffee Co.

Dear Sir or Ma'am

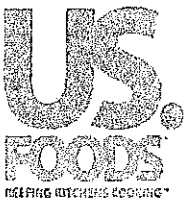
I'm writing on behalf of our customer Deanna Cochran of D & M Coffee Co. We have had a mutually beneficial business relationship since October of 1999. Since the beginning of our relationship Ms. Cochran has handled her account with us as a true professional. There has never been any issues since the opening of this account. When you consider the volumm of business we have done and the length of time we have been doing business that makes our history even more remarkable, especially in an economy that has been challenging.

We at Sysco Central Texas consider ourselves extremely honored to be Ms. Cochran's business partner and look forward to our continued relationship.

I would highly recommend extending a business relationship with D& M Coffee co. If you have any questions please feel free to call me at the number listed below.

Sincerely,

Paul Ayllon
Assistant Credit Manager
Sysco Central Tx
830 730-1226-phone



March 25, 2013

Ms. Deanna Cochran, Owner
D&M Coffee Company dba Coffee Zone
1108 S. McColl Road
Edinburg, TX 78539

Ms. Cochran:

Please share this with any potential clients, vendors or professional associations as needed.

- Throughout US Foods' dealings with D&M Coffee Company they have conducted all transactions with professionalism and with the utmost regard for providing high quality products to their customers.
- Purchases are made twice weekly that far exceed our minimum order requirements and payments are made within the agreed on terms. There have not been any returned checks or any other issues with payment.
- US Foods greatly appreciates the solid relationship with D&M Coffee Company and we look forward to continuing to help you serve your growing business!

Feel free to contact me, or have any potential vendors contact me if I may be of further assistance.

Sincerely,

Louise M. Furche, CBF
Division Credit Manager
Ph 512.295.1084
louise.furche@usfoods.com

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Construction Timeline

The attached table is a timeline from All Pro Contractors for each of the two concepts (Quick Service Kiosk and Gourmet Coffee / Tea Venue) at MMIA.

This table shows lengths of time for each phase of construction. Actual dates will be inserted when there is a definitive "start" date given to us by City of McAllen / MMIA, as determined by completion of utility placement, securing of appropriate permits, and mutual agreement that this construction phase is ready to begin.

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Proposed Transition Plan for Start Up

Concept #1 – Quick Service Kiosk

“Open” date for this venue is October 1, 2013. Construction is addressed in the construction timeline. Operationally, our timeline is:

- May – June:** **Executive Chef / General Manager & Deanna finalize all menu items for MMIA. 1 additional culinary staff member hired to begin training. One-on-one meetings with key current staff we have selected to Move to airport venues.
Work with vendors to solidify product buys / costing
We will begin the process of employee screening through MMIA effective immediately for all management personnel. As new personnel are hired, this process**
- July:** **Begin ordering equipment
Begin hiring / orientation / and on-the-job training of at least three additional personnel by the end of July. Training will take place At Gloria Jean’s for drinks; Coffee Zone for food and service.
Menu Boards finalized and ordered**
- August:** **Purchase of smaller equipment – service items
Hire three more personnel and train – utilizing plan above
Meeting – ongoing – with MMIA personnel regarding plans for start up.
Hire additional driver / delivery person**
- September:** **As soon as possible in September, equipment will be installed, Signage hung, and we will begin moving inventory into place. Furnishing / cleaning and organization of space will be done by Personnel assigned to this business.
Orientation to airport in conjunction with MMIA management
At least two days prior to opening, we would propose to offer “samples” in conjunction with a “COMING SOON” campaign.
This will give our staff a chance to become very familiar with Traffic patterns; we will discover any problem areas, and it Should generate some enthusiasm / camaraderie among staff.**
- October :** **Open for business w/ management staff in place (they will be Starting the opening process for the second venue as well)**

Concept #2 – Gourmet Coffee / Tea Venue

The plan for this business will be identical , but approximately thirty days behind Venue #1.

The initial hiring for this location will begin in August, with three individuals beginning orientation each month through October. These employees will work at our existing locations, learning every aspect of the business.

In September, we will need to hire one additional culinary staff member; our hours of operation of our kitchen will change from 5 am – 10 pm TO 2 am – 10 pm.

We hope to have access to the lower level storage area as soon as possible. This will give us access to materials that may be needed and it will give us a place to store equipment waiting for permanent installation.

We have opened several businesses over the years. It is always a “given” that something unpredictable may happen, and we acknowledge that here. We commit that the owners, managers and staff will work with MMIA and our construction team to have these businesses open with thriving commerce on the day designated in the RFP.

GLEN E. RONEY
POST OFFICE BOX 5910
MCALLEN, TEXAS 78502

March 18, 2013

Mr. Mike Perez
City Manager
City of McAllen
1300 Houston Ave., 3rd Floor
McAllen, Texas 78501

Ref: Project No. 03-13-S37-47
RFP – Food and Beverage Concessions at MMIA

Dear Mr. Perez:

I am pleased to introduce and recommend Mrs. Deanna Cochran and Mr. Mike Cochran who are submitting a proposal to you for the concessions at the McAllen Miller International Airport.

I have known Deanna and Mike for over 15 years. They opened a food and beverage concession in our lobby of the BBVA Compass (previously Texas State Bank) building located on North 10th Street under the name of "Liquid Assets" when the building first opened in July 1998. During this period, they provided excellent food and beverage service to the bank personnel, building tenants and customers. They always staffed the concession with well qualified and experienced personnel who provided top quality food and beverages to their customers. "Liquid Assets" vacated the building in 2011 after BBVA Compass made major reductions in personnel at this location along with the lack of new tenants in the building.

Both Mr. and Mrs. Cochran are very hard working people and are always there to take care of business. I am confident you will find them reliable, trustworthy and financially responsible. I believe they will provide very good products and service at the airport. If you have any additional questions, or if I can provide any additional information, please contact me at 956-632-7720.

Very truly yours,


Glen E. Roney

March 25, 2013

Mike Perez
City Manager
City of McAllen
P.O. Box 220
McAllen, TX 78505-0220

RE: RFP Food and Beverage Concessions at MMIA

Dear Mr. Perez:

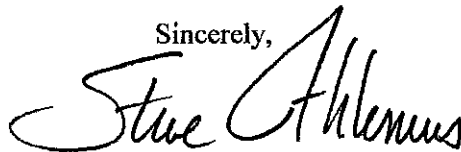
It is with great enthusiasm that I submit this letter of recommendation on behalf of Mike and Deanna Cochran, owners of Coffee Zone. The McAllen Chamber of Commerce has worked often with Mike and Deanna over the last several years on numerous events and caterings. Mrs. Cochran has mentioned to me that Coffee Zone is submitting a proposal for the quick service kiosk in the lobby and the gourmet coffee kiosk post-security at the McAllen Miller International Airport.

Coffee Zone has been a member of the Chamber for eight years and has always been willing to work with us so that the Chamber stays on budget for caterings and events. They have shown nothing but professionalism in their dealings with the Chamber, and their food quality has always been above expectations and served or delivered on time as promised. Several times, they have also donated the entire luncheon for our Governmental Affairs meetings. They are always willing to provide a helping hand not only to the McAllen Chamber, but to many other non-profit organizations.

Mike and Deanna have also established themselves as leaders and innovators in the following core business practices: **Delivery on the promise to their customers, genuine leadership** among the businesses community in McAllen, and in **profitability** of their restaurants because they have a clear understanding of what it takes to make their restaurants work and be successful in challenging economic times.

Success can often times be elusive, but Mike and Deanna Cochran have found the secret of success for their restaurants. They epitomize the "American Dream" and the achievement we would all like to see every small business attain. I hope you will give serious consideration to their proposal for the concessions at the airport. They are deserving small business owners and we love celebrating their success in our community.

Sincerely,



Steve Ahlenius
President/CEO
McAllen Chamber of Commerce



EDWARDS ABSTRACT AND TITLE CO.

www.edwards-titleco.com

Byron Jay Lewis
Chairman of the Board
Chief Executive Officer
956-383-4951

March 25, 2013

Guy S. Muddleston, III
President
Cameron County Division
956-542-6777

City of McAllen
1300 Houston Ave.
Purchasing and Contracting Department
3rd Floor
McAllen, Texas 78505
ATTN: Mr. Mike Perez, City Manager

M. Michael Overly
President
Hidalgo County Division
956-687-6777

RE: Project No. 03-13-S37-47 RFP Food and Beverage Concession at MMIA

717 N. Expressway
Brownsville, Texas 78520
(956) 542-6777
Fax (956) 544-0592

Dear Mr. Perez:

Please consider this letter my strongest recommendation in support of the proposal for D & M Coffee Co., Inc., dba Coffee Zone ("Company") to serve the food and beverage concession at the McAllen International Airport.

3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-4951
Fax (956) 383-5443

As CEO of Edwards Abstract and Title Co. ("Edwards"), I have had the opportunity to work closely with Mike and Deanna for many years. Their Company has hosted and served many key note events for Edwards and me personally. Each of these events is carefully planned and expertly executed.

1205 S. 77 Sunshine Strip
Harlingen, Texas 78550
(956) 425-6777
Fax (956) 425-2811

Further, I have the opportunity to fly through the McAllen International Airport on numerous occasions. When I arrive in the morning, it has been with dread at the prospect of the bleak concession services in the beautiful airport. Most of the time, I am hoping to make it to Houston or Dallas to get something of good quality. If the Company is successful in these proposals, it will be a great pleasure to have access to their quality products in the quick service kiosk in the lobby and additionally in the post security area.

4228 N. McColl Road
McAllen, Texas 78504
(956) 682-4951
Fax (956) 631-3504

2506 E. Griffin Parkway
Mission, Texas 78572
(956) 583-1220
Fax (956) 583-1798

2009 Padre Blvd
South Padre Island, Texas 78597
(956) 761-6777
Fax (956) 761-4613

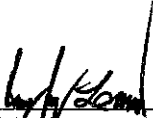
This is an excellent opportunity for the City of McAllen to engage a proven operator and enhance the overall experience at the McAllen International Airport. In addition to the increased quality of visitor experience, revenues should also increase substantially. Thank you for the opportunity to make this operational reference. If I can provide any further specific information in support of this proposal, please do not hesitate to call.

2290 W. Pike Blvd Ste 101
Westlaco, Texas 78596
(956) 973-9654
Fax (956) 968-7163

Very truly yours,

EDWARDS ABSTRACT AND TITLE CO.

BY:



BYRON JAY LEWIS, Chairman and CEO

BJL:lc



TEXAS REGIONAL BANK

March 18, 2013

Mr. Mike Perez, City Manager
Purchasing and Contracting Department, 3rd Fl.
1300 Houston Ave.
McAllen, TX 78505

RE: Project No. 03-13-S37-47 RFP Food and Beverage Concession at MMIA

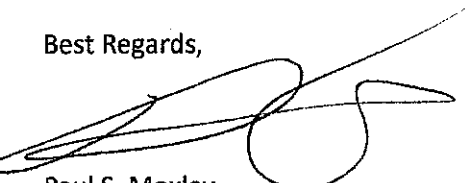
Dear Mike:

Please accept this letter as my recommendation for D & M Coffee Co., Inc., d/b/a Coffee Zone for the above-referenced airport project.

Glen Roney & I hired Deanna Cochran / D & M Coffee in 2008 not only to manage Liquid Assets, which was Texas State Bank's coffee and sandwich shop, but to also cater its board meetings and special customer meetings at our restaurant.

I am presently using D & M Coffee Co., Inc. / Deanna Cochran to cater scheduled luncheons for Texas Regional Bank. Should her proposal be selected and approved, I affirm to dine at this proposed location knowing it is her supplying the food. I have found Deanna & her staff to be very professional and punctual, and I would highly recommend her management, food preparation and menu.

Best Regards,



Paul S. Moxley

PSM:nr

HIDALGO COUNTY BAR ASSOCIATION

SHARON ALMAGUER
President

REYNALDO M. MERINO
President Elect

NIKKI CHARGOIS-ALLEN
Secretary

PAUL WILSON
Treasurer

BRANDY WINGATE
Immediate Past President



314 South Closser
Edinburg, Texas 78539
Phone: (956) 380-1691
Fax: (956) 383-5322
www.hidalgobar.org

C.J. SANCHEZ, Executive Director
BERNADETTE PEREZ, Assistant Ex. Director

DIRECTORS:
Terms Expire 2012
JOSHUA CUMMINGS
ELIZABETH GARCIA
STEVEN GIBSON
SUMMER OLMOS
FRANK SABO
JOHN SCHULZ

Terms Expire 2014
JAIME BALLI
KAYLA DREYER
JOANNE GARCIA
RIC GODINEZ
ZULEIDA HABBOUCHE- LOPEZ
JOHN TIPPIT

March 25, 2013

Mr. Mike Perez
City of McAllen—City Manager
1300 Houston Ave.
McAllen, TX 78501

Re: Letter of Recommendation for Coffee Zone/D&M Coffee Co. in regards to Project No. 03-13-337 - 47 RFP FOOD AND BEVERAGE CONCESSIONS AT MMIA

Dear Mr. Perez:

My Name is CJ Sanchez and I am the Executive Director of the Hidalgo County Bar Association and Bar Foundation. I am writing you this letter in tremendous support of Deanna and Mike Cochran and the entire staff of Coffee Zone and D&M Coffee. For over 4 years now the HCBA has been a loyal customer of Coffee Zone. In 2011 we made Coffee Zone our exclusive cater for all of our events such as: our monthly Board Meetings, our Continuing Learning Education courses, our annual "View from the Bench" luncheon, and our Black Robe Reception, just to name a few. Not to mention that our office staff can be seen having lunch at Coffee Zone 2-3 days out of any given week.

The service provided by Deanna, Mike and their staff is absolutely impeccable. Every meal that has been provided by Coffee Zone has always had the upmost attention to detail in every aspect. The food is incredibly delicious and the presentation is always beautiful and ascetically appealing. As Executive Director of the Bar, one of my main responsibilities is to make sure that all of our events run smoothly and that our members are happy. Because of the "above and beyond" treatment that we receive from Deanna and her staff, fulfilling that aspect of my job is 100 times easier.

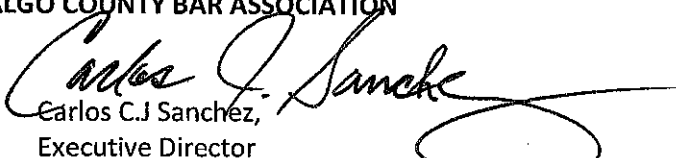
I HIGHLY recommend Coffee Zone to absolutely anyone who is looking to impress a crowd when catering their next event, or in this case when you are looking for a restaurant that will absolutely bring in a crowd. Or when you are simply looking for a place with a great atmosphere and even better food.

I thank you for taking the time to review this recommendation. Should you have any questions regarding the Hidalgo County Bar Associations' experience with Coffee Zone, please feel free to contact me at 956-380-1691.

Respectfully,

HIDALGO COUNTY BAR ASSOCIATION

By:


Carlos C.J Sanchez,
Executive Director

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539
(956) 381-8765 Office * (956) 381-5184 Fax

Sample of a Monthly Gross Revenue Report To be Provided to the Department of Aviation

Attached is a sample of a monthly gross revenue report to be submitted to the Department of Aviation by the designated day following the end of a month.

This is a format we have utilized with Simon, Gloria Jean's and Texas State Bank in our past history – and provides the data needed to the Department each month. As illustrated elsewhere in this document, our quikbooks reports are available for back-up or upon request.

This form can be hand-delivered, faxed or e-mailed.



McAllen Miller International Airport Quick Service Kiosk

Monthly Sales Report

Month: March 2013

Hot Drinks:

Cold Drinks:

Coffee Beans:

Food:

Retail/Gift:

Total Sales:

Tax:

Net Sales:

Submitted By: _____

Michael B. Cochran

Date: 28 March 2013



McAllen Miller International Airport Coffee/Tea Venue

Monthly Sales Report

Month: March 2013


Hot Drinks:	<input type="text"/>
Cold Drinks:	<input type="text"/>
Coffee Beans:	<input type="text"/>
Food:	<input type="text"/>
Retail/Gift:	<input type="text"/>
Total Sales:	<input type="text"/>
Tax:	<input type="text"/>
Net Sales:	<input type="text"/>

Submitted By: _____
Michael B. Cochran

Date: 28 March 2013

CITY OF MCALLEN
STANDARD RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u> X </u>	AGENDA ITEM	<u> 3D </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 5/22/2013 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 5/28/2013 </u>
OTHER	<u> </u>		

1. Agenda Item: Preliminary Design Reimbursable Agreement between the City of McAllen and the Federal Aviation Administration
2. Party Making Request: DEPARTMENT OF AVIATION PKB 
3. Nature of Request: (Brief Overview) Attachments: X Yes No

This agreement is a result of the Runway Safety Area Improvements projects. The FAA owned equipment on the end of the runway must be relocated. The agreement provides for FAA to review and monitor the design to ensure that FAA-owned equipment is removed and replaced in accordance with its requirements. The agreement will be funded by FAA AIP funds.

4. Policy Implication: none
5. Budgeted: YES X NO N/A
- FUND:
- Bid Amount: Budgeted Amount:
- Under Budget: Over Budget: \$30,000
- Amount Remaining:

6. Alternate option/costs:

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
Brent Branham Deputy City Manager	<u> ABB </u>	<u> 5/21/2013 </u>	<u> YES </u>

8. Staff Recommendation: Staff recommends approval.

9. Advisory Board: Approved Disapproved X None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: ABB Approved Disapproved None

12. Action Taken:




Department of Aviation

MEMO

To: Mike R. Perez, City Manager

Thru: Brent Branham, Deputy City Manager

From: Philip K. Brown, Director of Aviation 

Date: May 21, 2013

Subject: Agenda Item – FAA Reimbursable Agreement

Staff has been working with the Federal Aviation Administration to move forward on the design and construction of the Runway Safety Area Improvements project. You will recall that the plan includes constructing Engineered Materials Arresting System (EMAS) at the approach end of Runway 13, near 23rd Street.

The FAA-owned Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) is located on that end of the runway. To accomplish the improvement objective, the MALSR must be removed before the construction and reinstalled after construction of the EMAS is completed. The design and construction oversight of the MALSR removal and replacement are unscheduled and unbudgeted work for the FAA. As such, the FAA requires a Reimbursable Agreement between the FAA and the City of McAllen to compensate the FAA for its efforts.

The proposed Preliminary Design Reimbursable Agreement will allow the airport to begin design of the safety area improvements. The agreement provides for FAA to review and monitor the design to assure that FAA-owned equipment is removed and replaced in accordance with its requirements. FAA's estimate of the cost of design is \$30,000. Design and construction will be accomplished by the airport's design consultant and the company which is hired to do the construction. Another reimbursable agreement will be required when construction commences, anticipated to be Spring 2014.

Staff recommends approval of this Reimbursable Agreement. The agreement will be funded by FAA AIP funds.

Please let me know if you need additional information.

NON-FEDERAL PRELIMINARY DESIGN REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF MCALLEN
MCALLEN MILLER INTERNATIONAL AIRPORT
MCALLEN, TEXAS**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the City of McAllen (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

WHEREAS, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the City of McAllen.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform preliminary engineering for future implementation of the Sponsor's project identified below. Preliminary engineering includes technical consultation, site

visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), and review of Sponsor provided design package. No government furnished equipment, engineering design, or implementation services will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover the implementation of the costs included in the estimate developed under this Agreement. Therefore, this Agreement is titled:

Preliminary Design Reimbursable Agreement for Runway 13 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) modifications resulting from the Sponsor's initiative to install EMAS on Runway 13 at McAllen Miller International Airport, McAllen, Texas.

ARTICLE 4. Points of Contact

A. FAA:

1. The The Central Service Center, Terminal Engineering will perform the scope of work included in this Agreement. Tigist Yemenu is the Technical Engineering Services Officer and liaison with the Sponsor and can be reached at 817-222-4925. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395.

B. Sponsor:

City of McAllen
ATTN: Philip K. Brown
2500 South Bicentennial Boulevard Suite 100
McAllen, Texas 78503
Phone: 956-681-1500
Fax: 956-681-1510
Email: pbrown@mcallen.net

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is \$30,000.00. The fully-loaded estimate cost includes the 26.5% overhead.

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend 18 months beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-6724

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of McAllen
Attn: Philip K. Brown
2500 South Bicentennial Boulevard Suite 100

McAllen, Texas 78503
Phone: 956-681-1500

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by an appropriate written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any

additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2011) are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**Agreement Number
AJW-FN-CSA-13-2112**

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF MCALLEN

SIGNATURE _____

NAME _____

TITLE Contracting Officer

DATE _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

4A
05/22/2013
05/28/2013

1 Agenda Item: CITY MANAGER'S REPORT - Consider Appointment to the McAllen-Hidalgo Bridge Board.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: Yes X No
To replace Commissioner Marcus Barrera. The new member will serve for a two-year term.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:
NAME/TITLE INITIALS DATE CONCURRENCE
YES/NO

a) _____

b) _____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved ABB None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4B </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 05/22/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 05/28/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: CITY MANAGER'S REPORT - Appointment of Mayor's Representative to the Public Utility Board.

2 Party Making Request: Mike R. Perez, City Manager

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

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved ABB None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4C </u>
UTILITY BOARD	_____	DATE SUBMITTED	<u> 05/22/2013 </u>
PLANNING & ZONING BOARD	_____	MEETING DATE	<u> 05/28/2013 </u>
OTHER	_____		

1 **Agenda Item:** CITY MANAGER'S REPORT - Appointment of Mayor's Representative to the Development Corporation.

2 **Party Making Request:** Mike R. Perez, City Manager

3 **Nature of Request: (Brief Overview) Attachments:** ___ Yes X No
 To replace Commissioner Marcus Barrera.

4 **Policy Implication:** _____

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

6 **Alternate option costs:** _____

7 **Routing:**
 NAME/TITLE INITIALS DATE CONCURRENCE
 YES/NO
a) _____

b) _____

8 **Staff Recommendation:** _____

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

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

11 **Manager's Recommendation:** ___ Approved ___ Disapproved ABB None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4D </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 05/22/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 05/28/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: CITY MANAGER'S REPORT - Appointment to Audit/Investment Committee.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: Yes X No
To replace Commissioner Marcus Barrera.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) _____	<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 KP None

11 Manager's Recommendation: Approved Disapproved ABB None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4E </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 05/22/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 05/28/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: CITY MANAGER'S REPORT - Appointment of a Representative to the IT Steering Committee.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: Yes X No
To replace Commissioner Marcus Barrera.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved ABB None

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM


4#

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 05/20/13
MEETING DATE 05/28/13

1. Agenda Item: Update on Parks and Recreation construction projects.
2. Party Making Request: Parks and Recreation Department
3. Nature of Request: (Brief Overview) Attachments: X Yes No
Monthly update on construction projects within the Parks and Recreation Department.
4. Policy Implication: None
5. Budgeted Information: Yes No X N/A
Budgeted Amount: _____
Under Budget: _____
6. Alternate option/costs: NA
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>S. Gavlik, Director</u>	<u>sg</u>	<u>05-20-13</u>	<u>Yes</u>
b) <u>D. Melaas, Dep.Dir.</u>	<u>dm</u>	<u>05-20-13</u>	<u>Yes</u>
c) <u>B. Branham, Dept. C.M.</u>			
8. Staff Recommendation: Staff recommends approval of the report
9. Advisory Board: Approved Disapproved None
10. City Attorney: Approved Disapproved None
11. Manager's Recommendation: Approved Disapproved None
12. Action Taken: _____

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: PROJECT UPDATES
Date: MAY 20, 2013

COMMENT

This month the Parks and Recreation Department will highlight the following projects:

Bicentennial Trail Extension

The contractor continues to install irrigation and lighting. Fencing is also being installed. The project is approximately 50% completed. However, the project will have to be stopped to complete utility work at Nolana then the contractor will resume completion of the project. The project is in liquidated damages at this time. Additional construction dates and change order will have to be approved but the contractor has not furnished required information to TxDot or the City of McAllen for the change order.

DeLeon Soccer Fields

The primary contractor is waiting for their building permit. The Parks Department will begin to finalize the foundation for the concession building and maintenance shop. The pond will be dug to a depth of 7+ feet. This will allow the natural clay to be used as the liner for the pond. The east parking lot is ready to be bid out. This parking lot is in front of the school.

Irrigation Wells

The Parks Department is working with Engineering to develop a feasibility study on the irrigation wells. Terracon Consultants have been selected to conduct this study.

Hildago Bridge Landscape Improvements

The bids for this project will be opened June 4, 2013. The landscaping will improve the entrance to the bridge.

Morris Park

The plans for the park will be sent to Purchasing by the middle of June so the project can be bid. The project will be bid using Irrigation District Water for irrigation. If a well is feasible, it can be added to the project as a back-up system for irrigating the park.

Municipal Park

Fencing along the west and south sides are being installed. Completion is expected within 60 days.













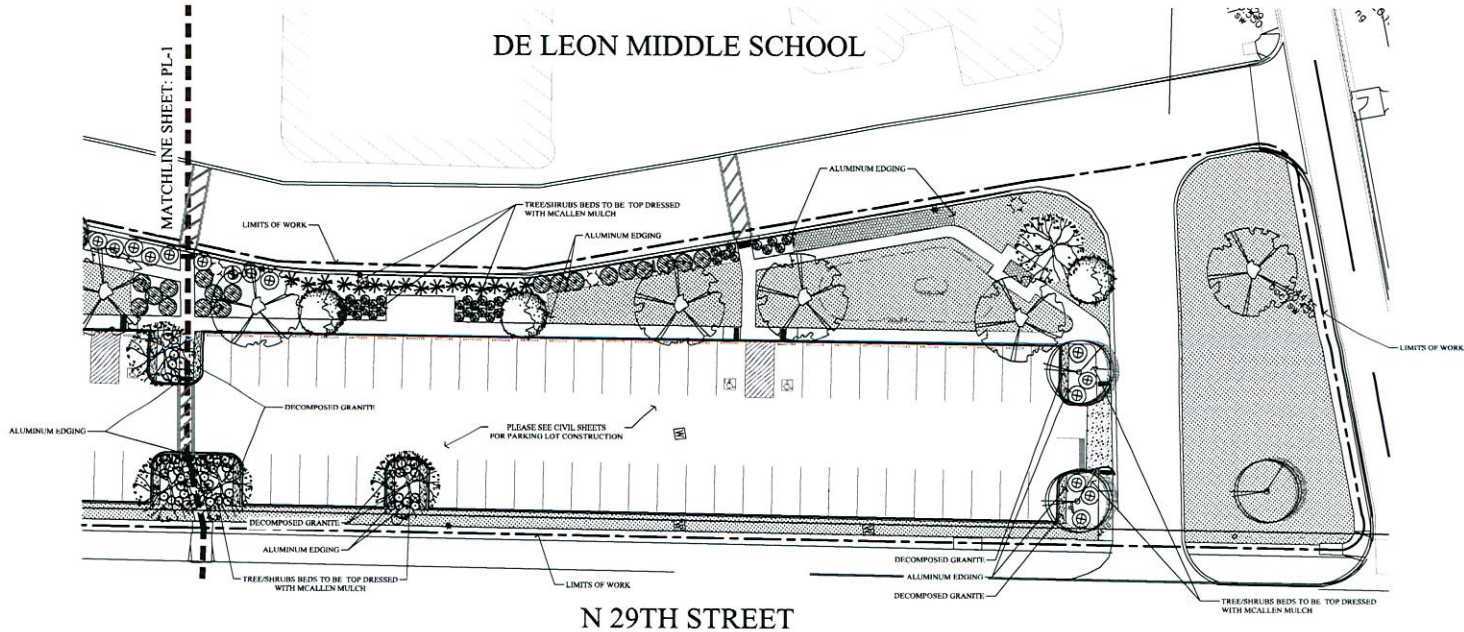




PLANT LIST									
QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	SPREAD	SPACING	REMARKS	
TREES									
8	⊗	CEDAR BLM	ULMUS CRASSIFOLIA	4" CAL.	14'-16'	6'-8'	PER PLAN	B & B	
8	⊗	MEXICAN OAK	QUERCUS POLYMORPHA	4" CAL.	14'-16'	6'-8'	PER PLAN	B & B	
5	⊗	CHAFFE MYRTLE 'PINK'	LAGERSTROEMIA SPECIOSA	30 GAL.	Multi-Trunk	6'-8'	PER PLAN	B & B	
8	⊗	LIVE OAK	QUERCUS VIRGINIANA	4" CAL.	14'-16'	6'-8'	PER PLAN	B & B	
GROUND COVER									
13,925 SF		COMMON BERBERIDA	CYNODON DACTYLON	HYDROSED MATCLELINE AREA					
780 SF		TRAILING LANTANA	LANTANA MONTEVIDENSIS	1 GAL.	8-12"	8-12"	18"		
760 SF		DECOMPOSED GRANITE		DECOMPOSED GRANITE DEPTH LISTED ON THE SPECS. MATERIALS AND INSTALLATION BY CONTRACTOR					
3,710 SF		MCALLEN MULCH		MULCH DEPTH & MATERIAL LISTED ON THE SPECS. MULCH SUPPLIED BY OWNER. INSTALL BY CONTRACTOR					
430 LJ		ALUMINUM EDGING		CONTRACTOR TO PROVIDE SUBMITTAL					

NOTE: QUANTITIES REFLECT OVERALL PROJECT. CONTRACTOR IS RESPONSIBLE TO CALCULATE PLANTS PER SHEET.

PLANT LIST								
QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	SPREAD	SPACING	REMARKS
SHRUBS								
19	⊗	AGARITA	MAHONIA TRIFOLIOLATA	5 GAL.	3'-5'	2'-4'	PER PLANS	
64	⊗	AUTUMN SAGE	SALVIA GREGGII	5 GAL.	3'-5'	2'-4'	PER PLANS	
31	⊗	GREEN CLOUD SAGE	LEUCOPHYLLUM F 'GREEN CLOUD'	5 GAL.	1'-3'	2'-4'	PER PLANS	
31	⊗	DWARF PALMETTO	SABAL MINOR	5 GAL.	2'-4'	2'-4'	24"	
85	⊗	KATIE DWARF BUELLIA	RUBELLA BRITTONIANA	1 GAL.	4"	10"	12"	



- GENERAL NOTES:
- STAKE ALL HARDSCAPE ELEMENTS PRIOR TO ANY CONSTRUCTION, TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 - CONTRACTOR IS RESPONSIBLE FOR HIS OWN CONSTRUCTION STAKING AND SURVEYING AS NEEDED.
 - BECAUSE OF THE SPECIAL CONDITIONS ASSOCIATED WITH CONSTRUCTION ADJACENT TO ELEMENTARY SCHOOL, OPEN TRENCHES OR HAZARDS MAY NOT BE LEFT OPEN AFTER DARK UNLESS BARRICADEING IS IN PLACE.
 - CONTRACTOR MUST COMPLY WITH ALL SCHOOL DISTRICT REGULATIONS REGARDING PERSONNEL IDENTIFICATION WHILE ON SCHOOL PROPERTY DURING OPERATIONAL HOURS.
 - CONTRACTOR SHALL CONSIDER EXISTING GRATES IN ALL AREAS PRIOR TO ANY CONSTRUCTION. NOTIFY OWNER OR OWNER'S REPRESENTATIVE IF ANY CONFLICTS ARE DETECTED.
 - FOR CLARITY PURPOSES, PROPOSED CONTOURS HAVE BEEN REMOVED FROM THIS SITE LAYOUT SHEET. REFER TO SITE CIVIL GRADING SHEETS FOR PROPOSED CONTOURS.
 - PROVIDE 1/2" REDWOOD EXPANSION JOINTS @ 30' O.C. AND AT ALL POINTS WHERE NEW CONCRETE MEETS EXISTING WALKS, BUILDINGS AND CURBS.

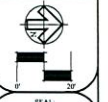
NOTE: CITY OF MCALLEN SURVEY CONTROL.



04-15-11

REVISIONS:

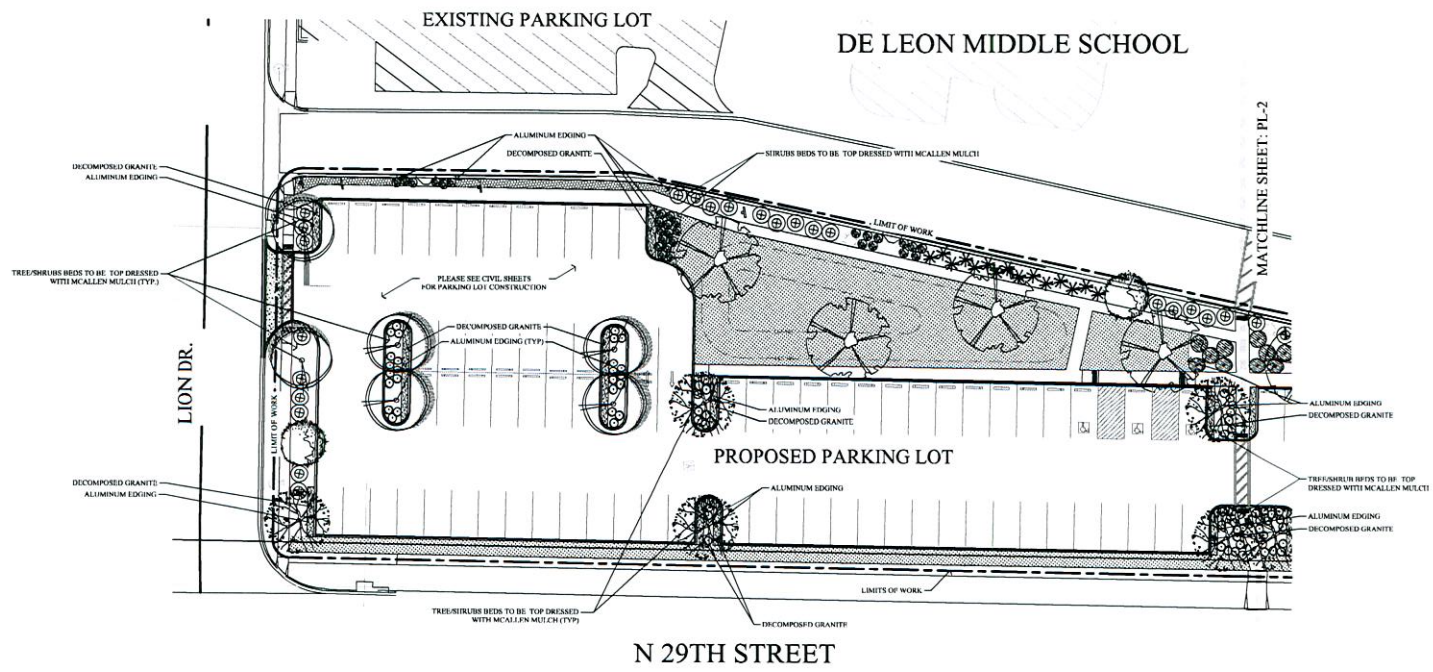
DATE	DESCRIPTION
4/17/13	100% SET



1 GAL. | 8 1/2" | 8 1/2" | 18" |

NOTE: QUANTITIES REFLECT OVERALL PROJECT. CONTRACTOR IS RESPONSIBLE TO CALCULATE PLANTS PER SHEET.

PLANT LIST							
QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	SPREAD	SPACING
SIRUBUS							
19	(Symbol)	AGARITA	MAHONIA THURBERGIANA	5 GAL.	3'-5"	2'-4"	PER PLANS
44	(Symbol)	AUTUMN SAGE	SALVIA GREGGII	5 GAL.	3'-5"	2'-4"	PER PLANS
31	(Symbol)	GREEN CLOUD SAGE	LEUCOPHYLLON GREEN CLOUD	5 GAL.	1'-3"	2'-4"	PER PLANS
31	(Symbol)	DWARF PALMETTO	SABAL MINOR	5 GAL.	2'-4"	2'-4"	24"
85	(Symbol)	KATIE DWARF RUELLIA	RUELLIA BRITTONIANA	1 GAL.	6"	10"	12"



N 29TH STREET

- GENERAL NOTES:
1. STAKE ALL HARDSCAPE ELEMENTS PRIOR TO ANY CONSTRUCTION. TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 2. CONTRACTOR IS RESPONSIBLE FOR HIS OWN CONSTRUCTION STAKING AND SURVEYING AS NEEDED.
 3. BE AWARE OF THE SPECIAL CONDITIONS ASSOCIATED WITH CONSTRUCTION ADJACENT TO ELEMENTARY SCHOOL. OPEN TRENCHES OR HAZARDOUS AREAS MAY NOT BE LEFT OPEN AFTER DARK UNLESS HAZARD LIGHTING IS IN PLACE.
 4. CONTRACTOR MUST COMPLY WITH ALL SCHOOL DISTRICT REGULATIONS REGARDING PERSONNEL, IDENTIFICATION, WORKING HOURS, PROPERTY PLACING OPERATIONAL HOURS.
 5. CONTRACTOR SHALL CONFIRM EXISTING GRADES IN ALL AREAS PRIOR TO ANY CONSTRUCTION. NOTIFY OWNER OR OWNER'S REPRESENTATIVE IF ANY CONFLICTS ARE REVEALED.
 6. FOR CLARITY PURPOSES, PROPOSED CONCRETE SLABS HAVE BEEN REMOVED FROM THE SITE LAYOUT. SEE CIVIL GRADING SHEETS FOR PROPOSED CONCRETE.
 7. PROVIDE 1.2" REDWOOD EXPANSION JOINTS @ 30' O.C. AND AT ALL POINTS WHERE NEW CONCRETE MEETS EXISTING WALKS, BUILDINGS AND CURBS.
- NOTE: CITY OF McALEN SURVEY CONTROL.





STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 4G
DATE SUBMITTED 05/20/13
MEETING DATE 05/28/13

1. Agenda Item: Project Status Report through April 30, 2013.

2. Party Making Request: Engineering Department

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

 Project Status Report for April 30, 2013.

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

5. Budgeted: Yes No X N/A

6. Alternate Option/Costs N/A

7. Routing: _____

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 5/21/13 </u>	<u> N/A </u>
b.) Roel "Roy" Rodriguez, P.E. Asst. City Manager/General Manager	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Project Status through April 30, 2013.

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved X None

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



ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer

A handwritten signature in black ink, appearing to read "Yvette Barrera", is written over the "From:" line.

Date: May 20, 2013

Subject: Project Status Report through April 30, 2013

Please find attached a list of various projects that are currently under construction and for which the Engineering Department performs Construction Management services. The work depicted is work performed through April 30, 2013.

The following projects are included:

1. Bentsen Road Paving Improvements – Pecan Boulevard (FM 495) to 3 Mile Line
2. McAllen-Miller International Airport Stormwater Pump Station Upgrade
3. Northbound Pedestrian Canopy
4. Uvalde Soccer Complex Parking Improvements
5. Development Services Center

1) Bentsen Road Paving Improvements – Pecan Boulevard (FM 495) to 3 Mile Line

Project consists of paving infrastructure improvements along the future widening of Bentsen Road, connection of Vine Ave across the corridor, widening of Daffodil to 46th Street and local drainage improvements.

Contractor: IOC Company, LLC
Original Contract: \$ 4,879,306.99 160 working days
Change Orders: \$ 459,625.90 91 working days
Revised Contract: \$ 5,316,839.99 251 working days
Completion Date: June 4, 2013

Construction Status: Construction continues with pavement and sidewalk installation as crews work along the west side of the corridor. Concrete curb, subgrade and flexible base preparation is progressing. Various utilities have been adjusted in preparation for the pavement. Contractor is now working the west side from south to north throughout the project limits. The project is approximately 66% complete and liquidated damages will be assessed for work beyond the contract time. Contractor is currently behind schedule.

Paving 75% Complete
Drainage 94% Complete
Utilities 97% Complete



Project limits of Bentsen Road Paving Improvements.



Installation of 10' X 10' Reinforced Concrete Boxes as part of 2012 Hidalgo County Drainage Bond.



Flexible base preparation along Daffodil from 46th Street to Bentsen Rd.

2) McAllen-Miller International Airport Stormwater Pump Station Upgrade

SCOPE OF WORK: The proposed project involves removal of an existing stormwater pump station that was placed in service in the 1950's and the installation of a new larger capacity pump station with an emergency backup generator. This project is a FEMA Hazard Mitigation Grant Program (HMGP) project with 75% federal funding and 25% local funding.

CONTRACTOR: Ferguson Service Systems, Inc.
Original Contract: \$385,320.00 130 working days
Change Orders: \$ 1,140.00 0 working days
Current Contract: \$386,460.00 130 working days
Completion Date: April 25, 2013.

CONSTRUCTION STATUS: Notice to Proceed was issued April 3, 2012. Work commenced on Wednesday, May 16, 2012. Pump and emergency generator start-up have been successfully completed. Staff training has been completed. System is currently fully operational. Contractor to provide minor spare parts to complete all contractual requirements. Final reimbursement request and closeout documents to be submitted to FEMA.

SITE PLAN:



CONSTRUCTION PHOTOS:

BEFORE



AFTER

3) Northbound Pedestrian Canopy

SCOPE OF WORK: The project proposes installation of a canopy on the east side of the southbound bridge. The canopy will be extending 530'-0" north to the Administration building. The work consists of a purchase and installation of a one story canopy including complete structural framing (columns, rafters, rail, bracing), pre-finished Curved Tee Panel covered roof, fasteners accessories and other components and material required for complete installation.

CONTRACTOR: Celso Gonzalez Construction, Inc.
Original Contract: \$716,000.00 120 working days
Change Orders: \$ 7,080.00 50 working days
Current Contract: \$382,536.50 200 working days

Note: Original Completion Date – February 26, 2013: Revised April 9, 2013:

The Notice to Proceed (NTP) was issued to Celso Gonzalez Construction on August 21, 2012. The project is currently 80% completed and 201 days onto construction. Contractor has begun to install ADA hand rails, cables, electrical fixtures, expanded metal fencing and detailing brick columns. The contractor has submitted revised schedule extending project completion to May 21st (29 days).



4) Uvalde Soccer Complex Parking Improvements

SCOPE OF WORK: This project consists of construction of a 65-space, asphalt parking lot to service the Uvalde Soccer Complex located immediately west of the intersection of S 26 ½ Street at Uvalde Avenue.

CONTRACTOR: Jimmy Closner & Sons Construction

Contract: \$115,336.40 45 working days

Completion Date: May 28, 2013

CONSTRUCTION STATUS: Construction commenced on March 18, 2013. As of April 30, 2013, crews have completed all curb and gutter and sidewalk construction and have completed preparation of the pavement sub-structure. The project is on schedule for completion in May 2013.



North Parking Lot Curb Line: Viewing West



Completed Base: Viewing Northwest

5) Development Services Center

This project consists of renovation work including upgrades to meet the new IBC codes, architectural finishes, M.E.P. and special systems. The remodeled building will accommodate the tax office, environmental code compliance, engineering, planning, inspections and public utility departments. It will also have two new additions that will accommodate bathrooms and conference spaces. It incorporates partial demolition work and interior partition walls. Asbestos abatement and limited general demolition have already occurred.

- Construction Company:** Peacock General Contractors, Inc.
- Contract:** \$1,979,000.00
- Completion Date:** October 24, 2013
- Contract Time:** 130 working days

Construction Status: The renovation portion of this project is about 8% complete. Interior staircase demolition and elevator pit preparations are currently underway along with continued metal stud, electrical, plumbing lines and hvac ducting.



Exposed structural elements – central pod



Plaster walls to be demolished



Interior alum. Stud wall, duct placement



Interior of tax office

CITY OF MCALLEN
STANDARD RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4H </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 5/22/2013 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 5/28/2013 </u>
OTHER	<u> </u>		

1. Agenda Item: Construction Update for Terminal Expansion Project

2. Party Making Request: DEPARTMENT OF AVIATION *PKB*

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

4. Policy Implication:

5. Budgeted: YES NO X N/A

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

If over budget, how will it be paid:

6. Alternate option/costs:

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
Brent Branham, Deputy City Manager	<u> <i>ABB</i> </u>	<u> 05/22/2013 </u>	<u> YES </u>

8. Staff Recommendation: _____

9. Advisory Board: Approved Disapproved X None

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: Approved Disapproved ABB None

12. Action Taken: _____

Airport Construction Status Report through May 28, 2013

Terminal Expansion Project

The Project is the expansion of the existing terminal and ramp at the McAllen Miller International Airport. It consists of adding approximately 55,000 square feet of new terminal, renovation of approximately 40,000 square feet of terminal, addition of a new passenger boarding bridge, a new and expanded baggage handling facility for outbound baggage, and upgrades to the airport central plant equipment and infrastructure.

Contractor:	Don Krueger Construction Company, Inc.	
Original Contract:	\$18,879,500	713 calendar days
Change Orders:	\$ 322,207	14 calendar days
Revised Contract:	\$19,201,707	727 calendar days
Completion Date:	March 23, 2014	

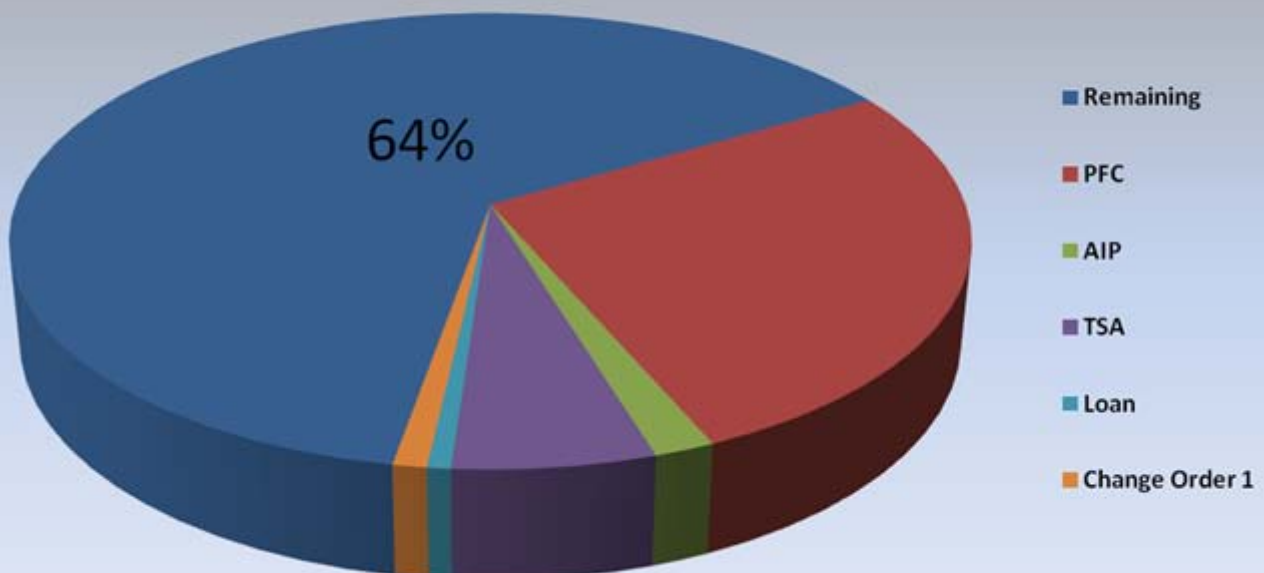
Project Finance Summary

Used to Date	\$ 7,570,046.50
Remaining	\$ 11,631,660.50

Funding Sources:	
PFC	\$ 5,167,867.65
AIP 42	\$ 338,649.50
TSA	\$ 1,127,393.34
Inter Department Loan	\$ 130,457.67
Operating	\$ 189,320.75**

**Change Order #1 (Improvements to Cargo Ramp) Reimbursable through AIP 43

Terminal Expansion Funding Summary



Construction Status:

The project continues as the first and second floor concrete slab of the new terminal addition are complete with walls being erected on the first floor and the roof structural steel being erected. HVAC ductwork, electrical and data work rough-ins continue on the first floor. The baggage handling system facility slab is partially complete with second story prepared above first floor slab. The CBP walkway has been demolished with the last of the spread footings to be poured 5/24. Project time and budget metrics:

Percent of Project Complete (Time)	58%
Percent of Project Complete (Budget)	36%

The Project, through coordination with staff and contractor, is on schedule for completion in March 2014.

Overview of Terminal Expansion



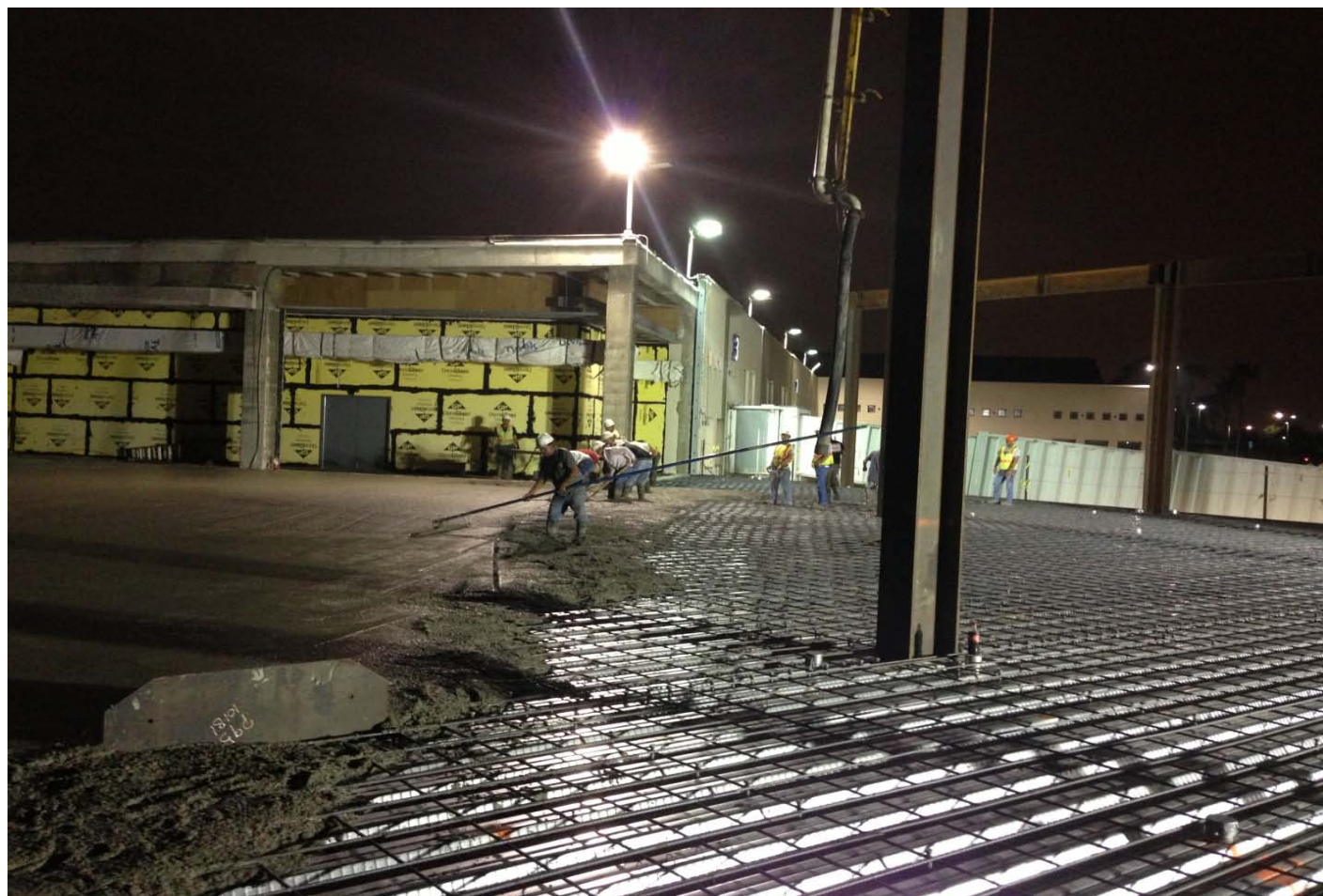
Completed metal decking on second story of Terminal Expansion



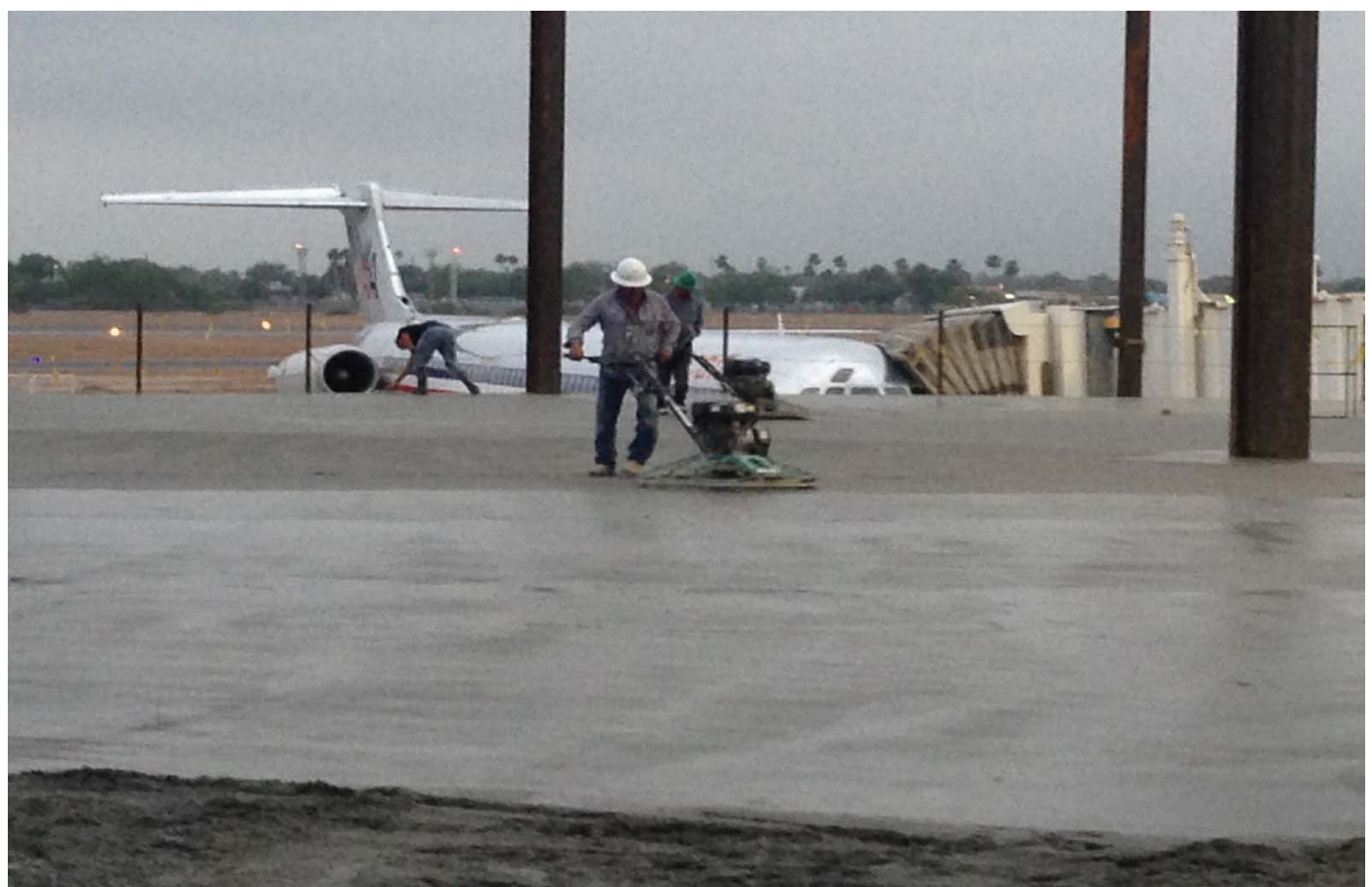
Installation of steel reinforcement mat over metal decking on second story of Terminal Expansion



Concrete Pour on Second Floor of Terminal Expansion



Concrete Finishers on Second Floor of Terminal Expansion



Demolition of Federal Inspection Walkway at the Baggage Handling Building



Foundation demolition of Federal Inspection Walkway at the Baggage Handling Building



Delivery of HVAC duct work for installation in Terminal Expansion



Roof Drains for Terminal Expansion



Roof steel erection at Terminal Expansion



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4I </u>
UTILITY BOARD	_____	DATE SUBMITTED	<u> 05/22/2013 </u>
PLANNING & ZONING BOARD	_____	MEETING DATE	<u> 05/28/2013 </u>
OTHER	_____		

1 **Agenda Item:** FUTURE AGENDA ITEMS

2 **Party Making Request:** Mike R. Perez, City Manager

3 **Nature of Request: (Brief Overview) Attachments:** Yes X No
City Manager will report on Future Agenda Items.

4 **Policy Implication:** _____

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

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

6 **Alternate option costs:** _____

7 **Routing:**

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u>
			<u>YES/NO</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____

8 **Staff Recommendation:** _____

9 **Advisory Board:** Approved Disapproved None

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

11 **Manager's Recommendation:** Approved Disapproved ABB None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 5 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>05/22/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>05/28/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Report relating to Medical School and University.

2 Party Making Request: _____

3 Nature of Request: (Brief Overview) Attachments: Yes X No
Report by Mayor Darling.

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</u>
			<u>YES/NO</u>
a) _____	<u> </u>	<u> </u>	<u> </u>
b) _____	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: None.

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved ABB None
