



AGENDA

**CITY COMMISSION REGULAR MEETING
MONDAY, OCTOBER 14, 2013 – 5:00 PM
CITY COMMISSION CHAMBERS; 3RD FLOOR**

CALL TO ORDER - Mayor Jim Darling

PLEDGE OF ALLEGIANCE - Mayor Jim Darling

INVOCATION – Scott Crane, City Commissioner

PRESENTATION - The Gold Leaf – Outstanding Arbor Day Award

PROCLAMATIONS – *Domestic Violence Awareness Month* – Mujeres Unidas
- *Community Planning Month*

1. PUBLIC HEARING:

A) REZONINGS:

1. Rezone from R-2 (Duplex-Fourplex Residential) District to C-3 (general business) District: Lots 14 & 15, Block 5, College Heights Subdivision, Hidalgo County, Texas; 2214 & 2212 Ithaca Avenue. **TABLED**

2. Rezone from R-1 (single family residential) District to C-1 (office building) District: 1.07 acres out of Lot 30, Ebony Heights Citrus Groves Unit No. 2 Subdivision, Hidalgo County, Texas; 9120 North 23rd Street.

3. Rezone from C-3 (general business) District to R-2 (duplex-fourplex residential) District: Lot 12, Block 4, Colonia Del Norte Subdivision, Hidalgo County, Texas; 2400 Gumwood Avenue.

B) Amending the Zoning Ordinance of the City of McAllen as enacted May 29, 1979.

END OF PUBLIC HEARING

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

2. CONSENT AGENDA: *[All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.]*

A) Approval of Minutes for various meetings.

B) Consideration and approval of grant funds under two Sub-Recipient Agreements from the Texas Department of Public Safety under the Fiscal Year 2013 State Homeland Security Program.

- C) Award of Contract for trimming and peeling of tall Palm Trees.
- D) Approval of amendment to City's Investment Policy.
- E) Approval of Plains Capital Bank as the Depository Bank for the City of McAllen.
- F) Consider approval of Change Order No. 1 for Firemen's Park Lake Liner and additional work days.
- G) Consider approval of Change Order No. 1 and Final Reconciliation of Quantities for 2013 Pavement Fog Seal.
- H) Consider approval of Change Order No.1 for Drainage Improvements for Kendlewood Avenue (19th St. to 22nd St.).
- I) Consideration of an Interlocal Agreement with City of McAllen, City of Palmhurst, City of Alton, and Hidalgo County relating to certain improvements to Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107.
- J) Consideration and approval of a Multiple Use Agreement with Texas Department of Transportation and the City of McAllen relating to the construction of a bus shelter and turnout on North 10th Street, north of Trenton Road.
- K) Consideration and approval of Memorandum of Understanding with the City of Brownsville for the Metro Connect Project.
- L) Ordinance amending Ordinance No. 2012-12 providing for an increase in authorized strength for the McAllen Fire Department.
- M) Ordinance amending Ordinance No. 2009-59 providing for an increase in authorized strength for the McAllen Police Department.
- N) Ordinance providing for abandonment of a tract of land containing 1.034 acres (45,037.64 sq. ft.) situated in the County of Hidalgo, Texas being that part or a portion of the Trailblazer Avenue right-of-way adjacent to the north line of lots 15-168, La Puerta Phase 1 Subdivision; 14001 North Rooth Road – Trail Blazer Subdivision.
- O) Resolution authorizing the City Manager to complete transaction to acquire a tract of land out of Lot 3, Block 4, A.J. McColl Subdivision, Hidalgo County, Texas.
- P) Consideration of a variance request to right-of-way dedication at 1515 Houston Subdivision.
- Q) Approval of Tax Refunds over \$500:
 1. Edward Abstract & Title Company
 2. Popp, Gray & Hutchenson, LLP.
 3. Cole KO McAllen Texas LLC.

3. BIDS/CONTRACTS:

- A) Award of Contract for Public Safety Building Additions and Renovations.
- B) Consideration and authorization for the City of McAllen to enter into a twenty (20) year lease agreement with Trinity United Methodist Church for use of parking lot and related improvements for the Bicentennial Trail.
- C) Approval of Agency Contracts with the Development Corporation of McAllen, Inc.:
 1. South Texas College
 2. Accion Texas Inc.
 3. Valley Initiative for Development and Advancement, Inc. (VIDA)
 4. Community Health Management Corporation, Inc.
 5. Affordable Homes

- D) Approval of Outside Agency Contracts for Fiscal Year 2013-2014:
 - 1. Amigos del Valle
 - 2. Border Trade Alliance
 - 3. Boys & Girls Club of McAllen
 - 4. International Museum of Arts & Science
 - 5. Keep McAllen Beautiful
 - 6. McAllen Chamber of Commerce
 - 7. McAllen Economic Development Corporation
 - 8. McAllen Heritage Center
 - 9. McAllen Town Band
 - 10. Museum of South Texas History
 - 11. South Texas Symphony Association
 - 12. Valley Proud Environmental Council
 - 13. Centro Cultural
 - 14. Pharr Literacy Center
 - 15. Women Together
- E) Award of Contract for one (1) Refurbished 1992 Oshkosh TA-1500 ARFF Vehicle (Aircraft Rescue Fire Fighting) for Fire Department.
- F) Award of Contract for the purchase and pick-up of Type “D” Hot Mix.
- G) Award of Contract for the purchase of Automotive/Truck Parts.

4. **ORDINANCE** providing for budget amendment for one (1) Refurbished 1992 Oshkosh TA-1500 ARFF Vehicle (Aircraft Rescue Fire Fighting) for Fire Department.

5. **RESOLUTION** supporting STC’s Bond and Maintenance Election on November 5, 2013.

6. **VARIANCE** request to not require the subdivision process at the east 137 ft. of the north 10 acres of the south 20 acres of combined Lot 11, Block 4 and Block 2, M & M Subdivision; 2901 Valcosta Service Road.

7. **MANAGER’S REPORT:**

- A) Review of Quarterly Investment Report for the Quarter ended June 30, 2013.
- B) Future Agenda Items.

8. **MAYOR’S REPORT** on Annual TML Conference held in Austin, Texas.

9. **TABLED ITEMS:**

- A) Discussion and possible action regarding waiver of penalty and interest on delinquent taxes for Sinbon Electronics Co. Ltd., Cause No. T-1113-12-J.
- B) Consider authorizing Mayor Jim Darling to commit 2.5 million dollars for design of FM 1016 from Bryan Road to Conway.

PUBLIC COMMENT SESSION

- 10. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.087 (ECONOMIC DEVELOPMENT), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY).**
- A)** Discussion of City Manager evaluation. (Section 551.074, T.G.C.)
 - B)** Discussion and Possible Action on award of bid proposal for the sale of Lot 11B, McAllen Convention Center. (Sections 551.072 and 551.071, T.G.C.)
 - C)** Consultation with City Attorney regarding Depository Contract and related legal issues. (Section 551.071, T.G.C.)
 - D)** Consultation with City Attorney regarding Case No. 13-09-00067-CV; City of McAllen vs. Arnaldo Ramirez. (Section 551.071, T.G.C.)
 - E)** Discussion and Possible Action regarding entering into a sales contract and authorizing the City Manager to complete transaction to acquire a 3.14 acre tract of 11.53 acre tract out of Lot 150, La Lomita Irrigation and Construction Company Subdivision, Hidalgo County, Texas. (Section 551.072, T.G.C.)
 - F)** Consideration of sale of Lot 6(b), Convention Center Subdivision, for full service hotel. (Section 551.072, T.G.C.)
 - G)** Consideration of economic development matters. (Section 551.087, T.G.C.)
 - H)** Consultation with City Attorney regarding Potential Litigation resulting from Forfeiture of a 2012 Honda Ridgeline. (Section 551.071, T.G.C.)
 - I)** Consultation with City Attorney regarding taking action to make a claim on a performance bond and initiate litigation. (Section 551.071, T.G.C.)
 - J)** Discussion and Possible Action regarding a tract of land being the west 0.55 acres of the west 3.0 acres of the North 7.0 acres of Lot 4, Block 12, Hidalgo Canal Company Subdivision. (Section 551.072, T.G.C.)
 - K)** Discussion and Possible Action regarding making an offer and enter into two contracts to acquire two tract out of Lots 7 & 8 Section 5, Hidalgo Canal Company's Subdivision. (Section 551.072, T.G.C.)

ADJOURNMENT

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

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 11th day of October, 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/

Perla Zamora, TRMC/CPM
Deputy City Secretary

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
 UTILITY BOARD
 OTHER

AGENDA ITEM 1A1
 DATE SUBMITTED 09/03/13
 MEETING DATE 10/14/13

1. Agenda Item: Rezoning Request

2. Party Making Request: Jose A. Solis

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

 Rezone from R-2 (duplex-fourplex residential) District to C-3 (general business) District: Lots 14 & 15, Block 5, College Heights Subdivision, Hidalgo County, Texas; 2214 & 2212 Ithaca Avenue.

4. Policy Implication: Zoning Ordinance

5. Budgeted: Yes No N/A

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

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 09/03/13 </u>	<u> Yes </u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Approval

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza III, Chairman, Planning and Zoning

DATE: October 7, 2013

SUBJECT: REZONE FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: LOTS 14 & 15, BLOCK 5, COLLEGE HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS; 2214 & 2212 ITHACA AVENUE. (REZ2013-0024)

GOAL:

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

BRIEF DESCRIPTION:

The property is located along the north side of Ithaca Avenue approximately 140 feet east of South 23rd Street. The tract consists of two lots and has 100 feet of frontage along Ithaca Avenue with a depth of 148 feet for a tract size of 14,800 square feet. This tract was zoned R-2 (duplex-fourplex residential) district upon comprehensive zoning in 1979. A rezoning request for the subject property to C-3 (general business) District was disapproved in September 2012. Lot 14 has two rental houses on the property and Lot 15 is vacant. The applicant is the owner of Lots 11-13 which front 23rd Street and Solis Auto Sales is located on these lots. The applicant is requesting C-3 (general business) District to expand his auto sales business. A feasibility plan has been submitted by the applicant (see attached).

The adjacent zoning is R-2 (duplex-fourplex residential) District to the east, and C-3 (general business) District to the north, west, and south across Ithaca Avenue. In 1988, a rezoning request for C-3 (general business) District for Lots 4 & 5, Block 6 located to the south across Ithaca Avenue resulted in approval of C-3 zoning and is the location for C & D Motors. Surrounding land uses are single family residential to the east, and adjacent commercial uses are ABC insect control, Valley auto parts, C & D auto sales, Solis Auto Sales, Marez Auto Sales, Valley Auto Parts, O'Reilly Auto Parts, Picazos Upholstery and vacant lots.

- The requested zoning does not conform to the Urban Multifamily land use designation for the tract as indicated on the Foresight McAllen Comprehensive Plan.
- The zoning trend along Ithaca Avenue is commercial. Adjacent land uses are primarily commercial and the east property line aligns with commercial to the south. Three vacant lots located to the southeast are zoned R-2 District.
- Ithaca Avenue is a local residential street with 50 feet of right-of-way, 29 feet of pavement, curb and gutter, and no sidewalks.

- A masonry wall with a height of 8 feet is required where a nonresidential use has a side or rear property line in common with any single family residential use or zone.
- Trees with a caliper of 20 inches or greater in commercial zones are protected and require a permit for removal.
- An approved site plan in compliance with buffers, landscaping, and off-street parking is required prior to issuance of building permits or occupancy.

OPTIONS:

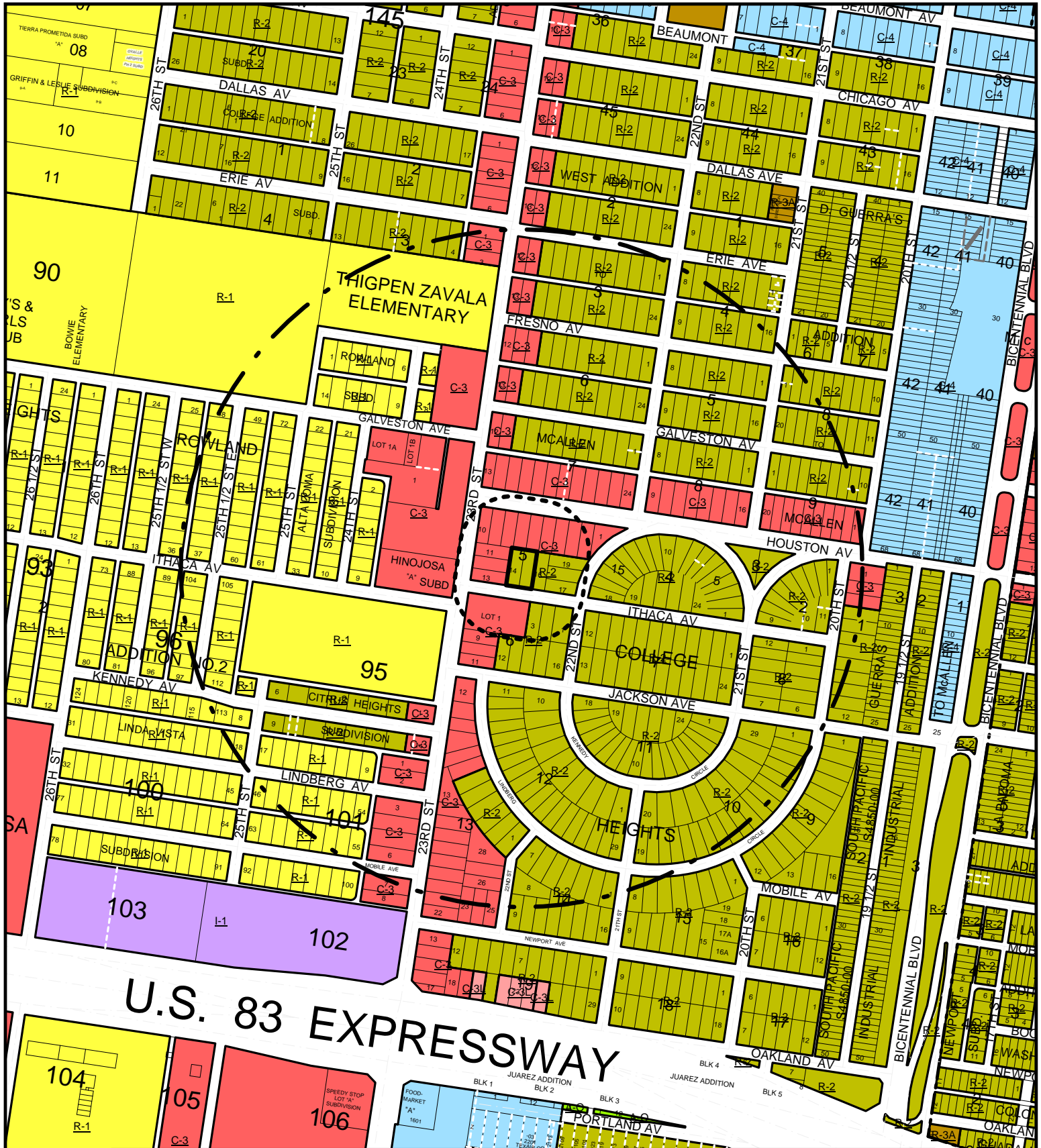
1. Approve the rezoning request.
2. Table the item for a) consideration by a full board, b) additional information, c) additional time for applicant and adjacent property owners to meet on zoning issues or d) further study by the Planning and Zoning Commission of rezoning the area.
3. Approve the rezoning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


RECOMMENDATION:

At the Planning and Zoning Commission meeting of August 20, 2013 one person appeared in opposition of the rezoning request. Charlie Balderas, 2208 West Jackson Avenue, questioned the expansion of commercial zoning away from 23rd Street since this area has been residential. Karla Solis, representing the applicant whom was not present, mentioned that since one of the lots is vacant, they have noticed dumping of trash on their property and establishing a use, possibly expansion of their car sales business on the property would eliminate that problem. The Board then voted to recommend approval of the rezoning request to C-3 (general business) District to allow expansion of an existing business. The vote was 5 ayes and one nay.

Neighborhood meeting September 30, 2013.

At the neighborhood meeting of September 30, 2013 5 residents were present. Staff reminded those present of the development requirements such as an 8 foot masonry fence, landscaping, setbacks, and Conditional Use Permits (CUP) if applicable, in the event that these properties were rezoned to C-3 (general business) District. Staff reviewed other commercial districts and uses for possible consideration by the applicant which included C-1 (office building) District, C-2 (neighborhood commercial) District, and C-3L (light commercial) District. Staff also reminded those present that the current zoning permitted apartment use. Jose Solis, 1916 Iris Avenue, was the applicant for this rezoning and mentioned that he wanted to utilize his property for commercial use possibly to expand his current auto sales business although such plans were not definite. He stated that he had owned the property for 8 years. Charlie Balderas, 2208 Jackson Avenue mentioned that he wants to keep the area residential. Mr. Balderas stated that he preferred apartment use for this property over office use. David Villarreal, 2208 Ithaca Avenue stated that he just did not want apartment use for this property. Carlos Picazo, 813 South 23rd Street, indicated that a parking lot use would benefit him since he rents from the applicant and would allow traffic circulation for his business. Additional discussion included a Conditional Use Permit (CUP) for a parking lot with the commercial buildings located on the existing lots that are zoned commercial.








CITY OF McALLEN
PLANNING DEPARTMENT


LEGEND
SCALE: 1" = 500'

AREA MAP



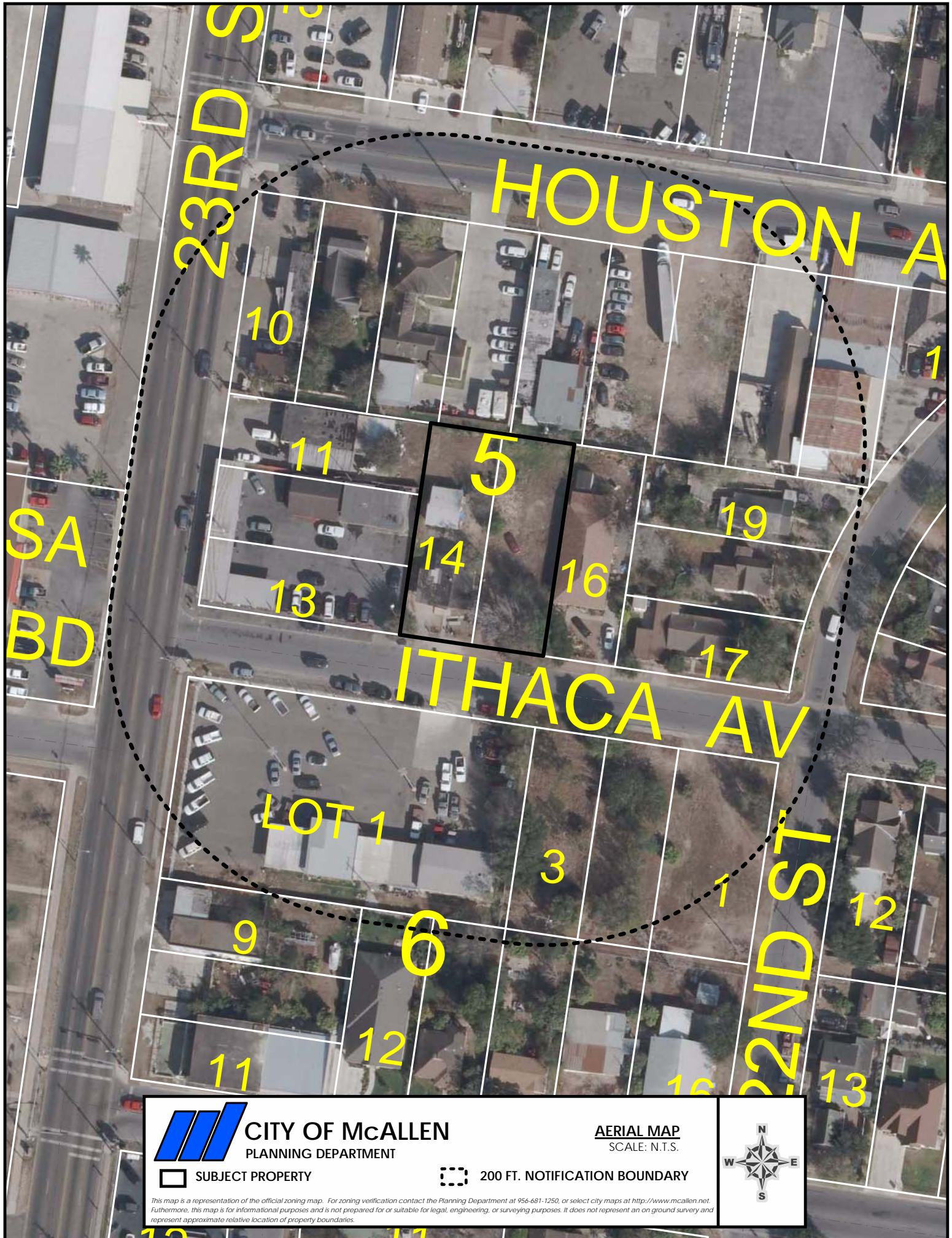
SUBJECT PROPERTY 

200 FT. NOTIFICATION BOUNDARY 

1/4 MILE RADIUS 


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 (DUPEX-FOURPLEX)	R-31 (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	SD (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.

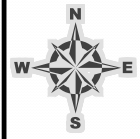


CITY OF McALLEN
PLANNING DEPARTMENT

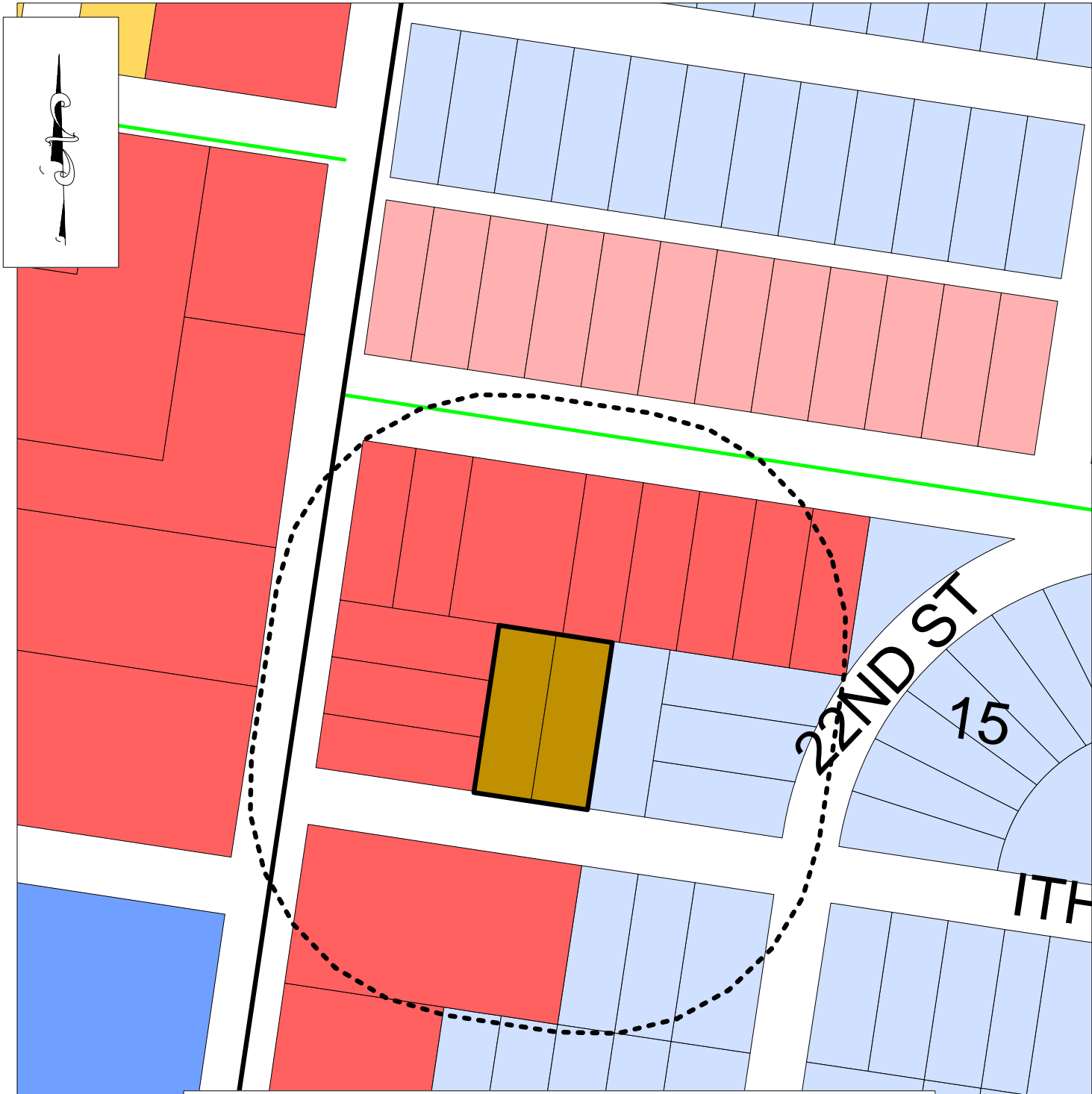
AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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

LEGEND
SCALE: 1" = 500 FT
APPROVED: DECEMBER 10, 2007

FORESIGHT McALLEN COMPREHENSIVE PLAN

FUTURE LAND USE PLAN		THOROUGHFARE PLAN
VAC - VACANT	SCM - SUBURBAN COMMERCIAL	GRADE SEPARATION (INTERCHANGE)
EST - ESTATE	URC - URBAN CENTER	EXPRESSWAY 350'
SUBR - SUBURBAN RESIDENTIAL	UCH - URBAN CENTER HIGH	PARKWAY 350'
AUSF - AUTO URBAN SINGLE FAMILY	IND - INDUSTRIAL	HI-SPEED ARTERIAL 150'
USF - URBAN SINGLE FAMILY	SPUS - SPECIAL USES, CIVIC, PUBLIC	PRINCIPAL ARTERIAL 120'
AUMF - AUTO URBAN MULTIFAMILY	PRK - CITY PARKS	MINOR ARTERIAL 100'
UMF - URBAN MULTIFAMILY	OPS - OPEN SPACE	COLLECTOR 80'
UMX - URBAN RESIDENTIAL MIXED	AGR - AGRICULTURE	ALTERNATIVE ALIGNMENT
AUCM - AUTO URBAN COMMERCIAL	WTBY - WATER BODIES	McALLEN CITY LIMITS
		McALLEN ETJ

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

**NOTICE
REZONING
For
This Property
REZ2013-0024**

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



AFFIDAVIT OF FACT

To whom it may concern:

I, Maria Louisa Longoria (2200 Ithaca McAllen, TX) on 9-25-2013 retract my signature from a petition to disapprove the rezone of Lots 14 & 15, block 5, college heights subdivision, based on a misunderstanding of information. I would like to change for approval and grant my decision for the rezone on the stated address above. If additional information is needed please feel free to contact me at 956-686-8768.

Thank You


Maria Louisa Longoria

AFFIDAVIT OF FACT

To whom it may concern:

We, Amelia I Villarreal and David T Villarreal (2208 Ithaca McAllen, TX) on 9-25-2013 retract our signature from a petition to disapprove the rezone of Lots 14 & 15, block 5, college heights subdivision, based on a misunderstanding of information. We would like to change for approval and grant our decision for the rezone on the stated address above. If additional information is needed please feel free to contact us at 956-827-0443.

Thank You

A handwritten signature in black ink, appearing to read "D. T. Villarreal". The signature is written in a cursive style with a long horizontal stroke extending to the left.

Amelia I Villarreal, David T Villarreal

A handwritten signature in black ink, appearing to read "Amelia Villarreal". The signature is written in a cursive style with a long horizontal stroke extending to the right.

August 27 2013

Rodrigo Sanchez, Planner II
City of McAllen
1300 Houston Avenue
McAllen, TX 78501

Via fax: 956-681-1279

Re: Rezone from R-2 (Duplex-Fourplex Residential) District to C-3 (general business) District: Lot 14 & 15, Block 5, College Heights Subdivision, Hidalgo County, Texas; 2214 & 2212 Ithaca Avenue (REZ2013-0024).

Dear Mr. Sanchez,

I join my fellow College Heights neighbors in respectfully opposing the rezoning of 2212 and 2214 Ithaca Avenue. Rezoning the above referenced properties to a general business (see Figure 1) neither supports McAllen's vision nor likely to increase residential market values.

McAllen's Vision

The McAllen City Commission adopted the Foresight McAllen Comprehensive Plan on December 10 2007 (Bret C. Keast, 2008). The Plan states McAllen's vision:

*By the Year 2025, McAllen will be the Valley leader, economically, culturally, and environmentally, with a unique character that proclaims McAllen as a "destination city." As a model border city, McAllen will promote its unique cultural heritage, be **safe and clean, and have a beautiful appearance**. McAllen will be a Mecca for a well-educated, creative workforce with quality and diversified **employment opportunities**. It will have sustainable, **quality growth with safe, pedestrian-friendly neighborhoods** and excellent transportation initiatives.*

College Heights

The College Heights neighborhood, and the surrounding ¼ mile radius, is plagued with unsightly mechanic shops, auto retailers, and dilapidated buildings (see Appendix A). Compared to similar businesses along Business 83, the area resembles a string of salvage yards; inconsistent with McAllen's vision of having a clean and beautiful appearance.

Furthermore, the commercial properties located within the 200 foot boundary have failed to respect surveyed property lines and have encroached onto residential properties. Owners of Salinas Auto Sales, for example, have repeatedly

ignored requests to remove the fence bordering property ID 188834 and 138837 (see Appendix B).

Additionally, the aforementioned commercial properties have poor lighting, are riddled with traffic, and show no regard for noise levels. As such, the area is vulnerable to illegal activities. This too is inconsistent with McAllen's vision of quality grown with safe and pedestrian-friendly neighborhoods.

Negative Impact of Rezoning

Concern over negative spillover effects on residential markets created by neighboring commercial land use has long been debated in political forums. Such potential negative effects are the primary rationale for zoning in many America cities in an effort to "protect" residential neighborhoods. As reported in Southwestern Economic Review, large amounts of commercial development (in excess of 5% of the total neighborhood land) were found to have statistically significant negative impact upon home values (Recai Aydin, 2010).

Conclusion

During a recent City Commission Regular Meeting, Karla Solis, representing Jose A. Solis (the applicant) whom was not present, mentioned "that since one of the lots is vacant, they have noticed dumping of trash on their property and establishing a use, possibly expansion of their car sales business on the property would eliminate that problem (City of McAllen, September 9 2013)." What the applicant's proposal fails to promote is beautifying the College Heights neighborhood and increase property values for a creative, well-educated workforce.

I would argue that the source of tires, litter, noise pollution, and unsafe pedestrian conditions is a direct consequence of the neighboring commercial businesses. As such, I respectfully object to rezoning the above referenced properties.

Respectfully,

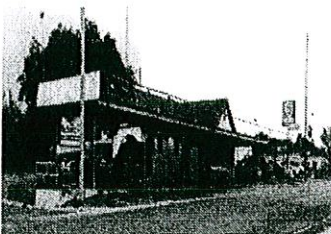
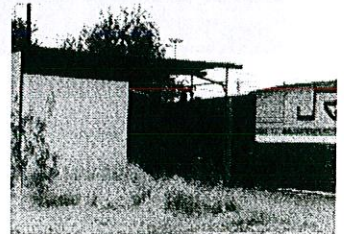
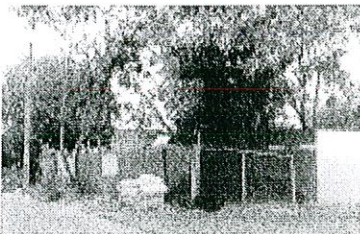
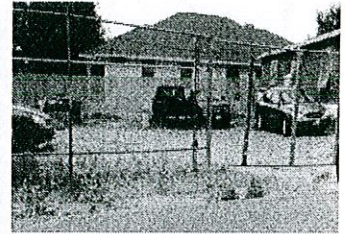
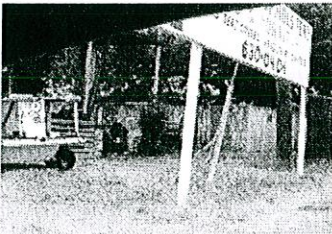
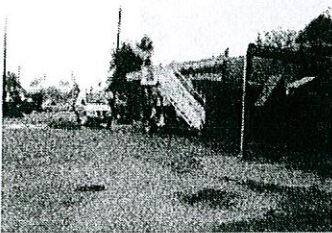
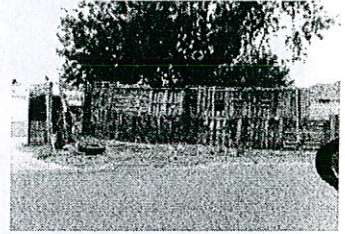
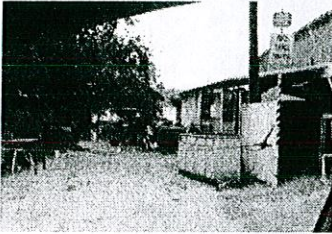
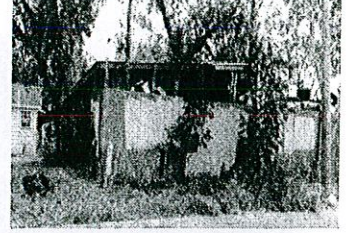
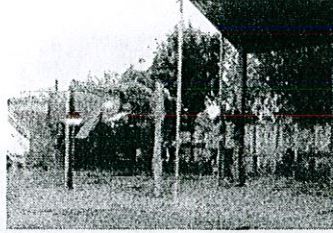
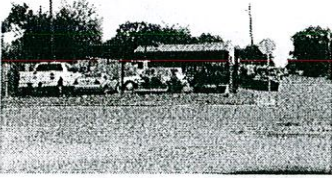
Paul D. Renaud,
Member of and representing the Francisco L. Castillo Family

Cc: Neighbors

References

- Bret C. Keast. (2008). *Foresight McAllen Comprehensive Plan*. Kendig Keast Collaborative, Sugar Land.
- City of McAllen. (September 9 2013). *McAllen Board of Commissioners Agenda*.
City of McAllen. McAllen: Annette Villarreal, City Secretary.
- Recai Aydin, E. C. (2010, Spring). Commercial Development Spillover Effects Upon Residential Values. (E. M. McNertney, Ed.) *Southwestern Economics Review*, 37(1), pp. 47-62.

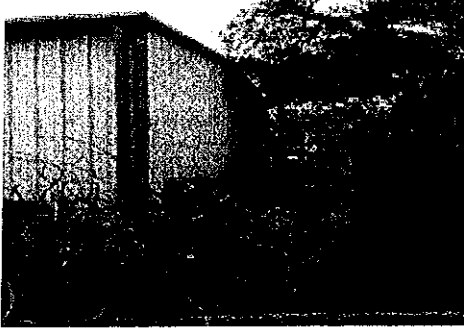
Appendix A



RECEIVED

SEP 30 2013

Appendix B



**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 1A2
DATE SUBMITTED 09/18/13
MEETING DATE 10/14/13

1. Agenda Item: Rezoning Request

2. Party Making Request: Integ Corporation

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

Rezone from R-1 (single family residential) District to C-1 (office building) District:
1.07 acres out of Lot 30, Ebony Heights Citrus Groves Unit No. 2 Subdivision,
Hidalgo County, Texas; 9120 North 23rd Street.

4. Policy Implication: Zoning Ordinance

5. Budgeted: Yes X No N/A

Bid Amount:
Under Budget:

Budgeted Amount:
Over Budget:
Amount Remaining:

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>09/18/13</u>	<u>Yes</u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Approval

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: Disapproved MRP None

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
 UTILITY BOARD
 OTHER

AGENDA ITEM 1A3
 DATE SUBMITTED 09/18/13
 MEETING DATE 10/14/13

1. Agenda Item: Rezoning Request

2. Party Making Request: Enrique Kalifa

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

Rezone from C-3 (general business) District to R-2 (duplex-triplex) District: Lot 12, Block 4, Colonia Del Norte Subdivision, Hidalgo County, Texas; 2400 Gumwood Avenue.

4. Policy Implication: Zoning Ordinance

5. Budgeted: Yes X No N/A

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

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a) <u>Julianne R. Franklin</u> Director of Planning	<u>JRR</u>	<u>09/18/13</u>	<u>Yes</u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Approval

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: Approved Disapproved MRP None

**CITY OF MCALLEN
STANDARDIZED RECOMMENDATION FORM**

18

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

AGENDA ITEM _____
 DATE SUBMITTED 10/08/13
 MEETING DATE 10/14/13

1. Agenda Item: Zoning Ordinance

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

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


4. Policy Implication: _____

5. Budgeted: Yes No N/A

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

6. Alternate option costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) _____ Kevin D. Pagan City Attorney	_____	_____	_____
b) _____ Julianne Rankin Director of Planning		<u>10-8</u>	<u>Yes</u>

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

9. Advisory Board: Approved Disapproved None

10. City Attorney: KDP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF McALLEN, TEXAS AS ENACTED ON MAY 29, 1979, BY PROVIDING THAT THAT LOTS 14 AND 15, BLOCK 5, COLLEGE HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE CHANGED FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL) DISTRICT TO C-3 (GENERAL BUSINESS) AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

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

SECTION I: The following tract of land which is located within the city limits of the City of McAllen, Texas shall be rezoned from R-2 (duplex-fourplex residential) District to C-3 (general business) District:

Lots 14 and 15, Block 5, College Heights Subdivision, Hidalgo County, Texas.

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

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

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

Ordinance is considered severable.

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

CONSIDERED, PASSED and APPROVED this 14th day of October, 2013, at a regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of October 2013.

CITY OF MCALLEN

By: _____
James E. Darling, Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary

Approved as to form:

By: _____
Kevin D. Pagan, City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2A

10/07/2013

10/14/2013

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 Workshop and Regular Meeting held September 23, 2013. Approval of outstanding
minutes for 2008 for Workshops held January 28th, February 25th, May 7th, May 27th, July 14th, July 28th,
August 4th, August 5th, August 6th, August 7th, August 12th, August 20th, October 14th, October 20th,
October 27th, November 10th, November 24th and December 8, 2008.

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u>
			<u>YES/NO</u>
a) <u>Annette Villarreal</u>	<u>AV</u>	<u>10/07/2013</u>	<u>YES</u>
<u>City Secretary, TRMC</u>	_____	_____	_____
b) _____	_____	_____	_____

8 Staff Recommendation: Approval

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, September 23, 2013**, at 4:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Present: Mayor Jim Darling, Mayor Pro Tem Hilda Salinas, Mayor Pro Tem Aida Ramirez, Commissioner Scott Crane, Commissioner Trey Pebley, Commissioner John Ingram, Commissioner Veronica Vela Whitacre

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Assistant City Manager/PUB General Manager Roy Rodriguez, City Secretary Annette Villarreal, City Engineer Yvette Barrera, Police Chief Victor Rodriguez, Director of Aviation Phil Brown, Director of Planning Juli Rankin, Director of Parks and Recreation Sally Gavlik

CALL TO ORDER

Mayor Darling called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO SEPTEMBER 23, 2013 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

There were no questions relating to the Regular Meeting Agenda.

2. CONDUCT INTERVIEWS FOR CONSTRUCTION MANAGEMENT - POLICE DEPARTMENT ADDITION.

Presentations were made by the top ranked firms for the Construction Management Project for the Police Department Addition: Prodigy Construction Management, Broaddus, the Warren Group and Milnet. Representatives from each of the respective firms reviewed their qualifications, experience and accomplishments. A Question and Answer Session was held.

3. DISCUSSION OF AIRPORT INTERIOR DESIGN.

The architect on contract, Ms. Laura Warren, presented various options for the airport interior design and demonstrated the various material types and color schemes. The Commission instructed the architect to bring alternate floor design options for the column feature.

Item 4 was not addressed.

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

- A) **DISCUSSION OF CITY MANAGER EVALUATION. (SECTION 551.074, T.G.C.)**
- B) **CONSULTATION WITH CITY ATTORNEY REGARDING ECONOMIC INCENTIVES FOR PROJECT QUADRANT. (SECTIONS 551.071 AND 551.072, T.G.C.)**
- C) **DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC INCENTIVES FOR PROJECT PHOENIX. (SECTIONS 551.087 AND 551.071, T.G.C.)**
- D) **DISCUSSION AND POSSIBLE ACTION ON AWARD OF BID PROPOSAL FOR THE SALE OF LOT 11B, MCALLEN CONVENTION CENTER. (SECTIONS 551.072 AND 551.071, T.G.C.)**
- E) **CONSULTATION WITH CITY ATTORNEY REGARDING DEPOSITORY CONTRACT AND RELATED LEGAL ISSUES. (SECTION 551.071, T.G.C.)**
- F) **CONSULTATION WITH CITY ATTORNEY REGARDING CASE NO. 13-09-00067-CV; CITY OF MCALLEN VS. ARNALDO RAMIREZ. (SECTION 551.071, T.G.C.)**
- G) **DISCUSSION AND POSSIBLE ACTION REGARDING ENTERING INTO A SALES CONTRACT AND AUTHORIZING THE CITY MANAGER TO COMPLETE TRANSACTION TO ACQUIRE A 3.14 ACRE TRACT OF 11.53 ACRE TRACT OUT OF LOT 150, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS. (SECTION 551.072, T.G.C.)**
- H) **CONSIDERATION OF SALE OF LOT 6(B), CONVENTION CENTER SUBDIVISION, FOR FULL SERVICE HOTEL. (SECTION 551.072, T.G.C.)**
- I) **CONSULTATION WITH CITY ATTORNEY REGARDING ECONOMIC INCENTIVES FOR PROJECT GAUCHOS. (SECTION 551.087 AND 551.071, T.G.C.)**

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 3:55 p.m.

Jim Darling, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

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

The McAllen Board of Commissioners convened in a Regular Meeting on **Monday, September 23, 2013**, at 5:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Present: Mayor Jim Darling, Mayor Pro Tem Hilda Salinas, Mayor Pro Tem Aida Ramirez, Commissioner Scott Crane, Commissioner Trey Pebley, Commissioner John Ingram, Commissioner Veronica Vela Whitacre

McAllen Public Utility Board: Chairman Charles Amos, Vice Chairman Ernie Williams, Trustee Tony Aguirre, Ex-Officio Member & Mayor Jim Darling

Absent: Trustee Albert Cardenas

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Assistant City Manager/PUB General Manager Roy Rodriguez, City Secretary Annette Villarreal, PUB Board Secretary Nyla Flatau, City Engineer Yvette Barrera, Director of Planning Juli Rankin, Director of Parks and Recreation Sally Gavlik, Police Chief Victor Rodriguez, Director of Golf Carlos Espinoza, Tax Assessor Martha Guel, Director of Aviation Phil Brown

CALL TO ORDER

Mayor Darling called the meeting to order.

PROCLAMATIONS

- **PALM FEST CELEBRATION DAYS**

Commissioner Crane read and presented a proclamation for *Palm Fest Celebration Days*.

- **NATIONAL CUSTOMER SERVICE WEEK**

Commissioner Pebley read and presented a proclamation for *National Customer Service Week*.

- **JACKSON SCHOOL DAY**

Commissioner Ingram read and presented a proclamation for *Jackson School Day*.

1. JOINT MEETING WITH MCALLEN PUBLIC UTILITY BOARD:

Chairman Amos called the meeting to order on behalf of the Public Utility Board.

- A) **ORDER OF THE MCALLEN PUBLIC UTILITY BOARD, APPROVING AND RECOMMENDING ADOPTION OF AN ORDINANCE AMENDING THE MCALLEN CODE OF ORDINANCES, CHAPTER 106. SECTION 106-82, PROVIDING FOR A UTILITY RATE INCREASE.**

Staff recommended approval of an order approving and recommending adoption of an ordinance by the City Commission, providing for the amendment of Chapter 106, Section 106-82 and 106-166, of the McAllen Code of Ordinances, providing for utility rate increase as follows:

- \$1.00/month increase to base rate charge for water from \$4.65 to \$5.65
- \$0.10/1,000 gallon increase for sanitary sewer charge (residential, multi-family, commercial industrial) from \$1.30 to \$1.40

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

B) ORDINANCE AMENDING THE MCALLEN CODE OF ORDINANCES, CHAPTER 106. SECTION 106-82, APPROVING A UTILITY RATE INCREASE.

Commissioner Ingram moved to adopt the ordinance as recommended on item A. Commissioner Pebley seconded the motion. The motion carried unanimously.

C) ORDER OF THE MCALLEN PUBLIC UTILITY BOARD, APPROVING AND RECOMMENDING APPROVAL OF THE MCALLEN PUBLIC UTILITY PROPOSED BUDGET FOR FISCAL YEAR 2013-2014.

Staff recommended approval of an order approving and recommending approval to the City Commission of the McAllen Public Utility Budget for Fiscal Year 2013-2014.

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

D) ROLL CALL VOTE ON ADOPTION OF AN ORDINANCE ADOPTING THE CITY OF MCALLEN PROPOSED BUDGET FOR FISCAL YEAR 2013-2014, INCLUDING THE MCALLEN PUBLIC UTILITY BUDGET.

Staff recommended adoption of an ordinance adopting the City of McAllen Proposed Budget for Fiscal Year 2013-2014, including the McAllen Public Utility Budget as recommended on item C previously addressed.

Mayor Pro Tem Salinas moved to adopt the ordinance as recommended. Mayor Pro Tem Ramirez seconded the motion. The vote on the motion was as follows:

- AYES: Commissioners Whitacre, Ingram, Crane, Pebley, Mayors Pro Tem Salinas, Ramirez, and Mayor Darling
- NAYS: None
- ABSENT: None
- ABSTAINED: None

E) RESOLUTION PROVIDING FOR THE ANNUAL REVIEW AND APPROVAL OF THE CITY'S INVESTMENT POLICY.

Staff recommended approval of a resolution providing for the annual review and approval of the City's Investment Policy.

Vice Chairman Williams moved to approve the resolution as recommended. Trustee Aguirre seconded the motion. The motion carried unanimously by those present.

Commissioner Pebley moved to approve the resolution as recommended. Commissioner Crane seconded the motion. The motion carried unanimously.

F) RENEWAL OF PROPERTY & CASUALTY INSURANCE, PUBLIC OFFICIALS LIABILITY, RISK MANAGEMENT AND AGENCY SERVICES AGREEMENT, CONTINUATION UNDER THE THIRD PARTY ADMINISTRATIVE SERVICE CONTRACT AND AWARD EXCESS WORKERS' COMPENSATION INSURANCE POLICY.

Raul Cabaza and Arnetta Oropeza with Shepard Walton King Insurance Group, recommended the following:

- Renewal of Property & Casualty Insurance and Public Officials Liability, through Texas Municipal League, at the annual cost of \$1,071,628;
- Risk Management and Agency Services Agreement with Raul Cabaza, Licensed Risk Manager and Principal, Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group, at an annual fee of \$35,000;
- Continuation under the Third Party Administrative Service Contract with 1-2-1 Claims, at the current rate for the final year of a 3 year contract; and
- Award of Excess Workers' Compensation Insurance Policy through Safety National Casualty Corporation, at the proposed premium of \$141,122.

Trustee Aguirre moved to approve the recommendations as presented. Vice Chairman Williams seconded the motion. The motion carried unanimously by those present.

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

END OF JOINT MEETING

There being no other business to come before the board, the joint meeting was adjourned at 5:25 pm.

2. ORDINANCE PROVIDING FOR THE ADOPTION OF THE CITY OF MCALLEN PROPERTY TAX RATE FOR 2013.

Staff recommended adoption of an ordinance providing for the adoption of the City of McAllen Property Tax Rate for 2013 of \$0.4313 per \$100 of assessed taxable value.

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

3. PUBLIC HEARING:

Mayor Darling called the public hearing to order.

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.]

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

Commissioner Pebley moved to approve the items listed on the Routine Items section of the agenda. Commissioner Crane seconded the motion. The motion carried unanimously.

REZONE FROM R-3C (MULTIFAMILY RESIDENTIAL CONDOMINIUM) DISTRICT TO C-1 (OFFICE BUILDING) DISTRICT: 0.80 ACRES OUT OF LOT 4, SECTION 12, HIDALGO CANAL COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS; 1521 TRENTON ROAD.

Approved a C-1 zoning at 1521 Trenton Road, as per Planning and Zoning Commission.

B) REZONING:

REZONE FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: LOTS 14 & 15, BLOCK 5, COLLEGE HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS; 2214 & 2212 ITHACA AVENUE. TABLED

Said item remained tabled.

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

Commissioner Pebley moved to adopt the Zoning Ordinance for the approved tract. Commissioner Crane seconded the motion. The motion carried unanimously.

END OF PUBLIC HEARING

Mayor Darling declared the Public Hearing closed.

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

4. 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 Pebley moved to approve the items listed on the Consent Agenda with exception of Item J and that said item be addressed separately. Commissioner Crane seconded the motion. The motion carried unanimously.

A) APPROVAL OF MINUTES FOR VARIOUS MEETINGS.

Approved minutes of various meetings as follows: Workshop and Regular Meeting held September 9, 2013. Approved outstanding minutes for 2012: Workshops held August 21st, August 22nd, August 28th, November 26th and December 10, 2012. Additionally, approved minutes for Workshops held February 6th and October 25, 2010.

B) APPROVAL OF CHANGE ORDER NO. 1 FOR RE-ROOF OF FIRE STATION #2.

Approved Change Order No. 1 for an additional thirteen (13) calendar days to the contract time for Re-Roof of Fire Station #2, for a revised contract time of 33 calendar days.

C) AWARD OF CONTRACT FOR THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT FOR THE MCALLEN DEVELOPMENT CENTER BUILDING.

Awarded a contract for the Purchase of Furniture, Fixtures, and Equipment for the McAllen Development Center Building to Texas Wilson, in the amount of \$37,162.26.

D) AUTHORIZATION TO CONTRACT FOR PROCUREMENT CARD SERVICES THROUGH THE STATE OF TEXAS CONTRACT.

Authorized staff to contract for Procurement Card Services with Citibank, N.A. (Citi) through the State of Texas Comptroller of Public Accounts Contract, based on providing a higher rebate percentage of 1.63%. Additionally, authorized staff to exercise the option to extend the service contract, subject to City Manager approval as incremented by the State of Texas, subject to performance of the vendor remaining satisfactory and percentage of rebate remaining advantageous to the City of McAllen.

E) AWARD OF CONTRACT FOR PERIMETER SECURITY FENCING AT AIRPORT.

Awarded a contract for Perimeter Security Fencing at the Airport to Central Fence & Supply, LTD, in the amount of \$87,228.04, with a contract time of 30 consecutive calendar days.

F) AWARD OF CONTRACT FOR BLAST FENCING AT AIRPORT.

Awarded a contract for Blast Fencing at the Airport to Rigney Construction and Development, in the amount of \$96,000, with a contract time of 30 consecutive calendar days.

G) RESOLUTION APPROVING ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT 44 FROM THE FEDERAL AVIATION ADMINISTRATION.

Approved a resolution approving the acceptance of Airport Improvement Program (AIP) Grant 44 from the Federal Aviation Administration, in the amount of \$762,352 with a local match of \$159,575.

H) RESOLUTION OPPOSING PLANS BY ELECTRIC TRANSMISSION TEXAS, LLC AND SHARYLAND UTILITY, L.P. TO CONSTRUCT THE PROPOSED NORTH EDINBURG TO LOMA ALTA ELECTRIC TRANSMISSION LINE PROJECT IN HIDALGO AND CAMERON COUNTIES.

Approved a resolution opposing plans by Electric Transmission Texas, LLC and Sharyland Utility, L.P., to construct the proposed North Edinburg to Loma Alta Electric Transmission Line Project in Hidalgo and Cameron Counties.

I) AUTHORIZATION TO DECLARE VEHICLES AS SURPLUS AND BEGIN AUCTION EFFORTS.

Approved the declaration of certain vehicles as surplus and authorized staff to begin auction efforts.

J) AUTHORIZATION TO PURCHASE COMMUNICATION RADIOS FOR REGIONAL PARTNERS WITH FY 2012 ASSISTANCE TO FIREFIGHTERS GRANT FUNDS, UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC).

Approved the purchase of Communication Radios for regional partners with FY 2012 Assistance to Firefighters Grant funds, in the amount of \$1,058,044.90, utilizing the Houston-Galveston Area Council (H-GAC).

5. BIDS/CONTRACTS:

A) CONSIDER APPROVAL OF A CONTRACT FOR ELECTION SERVICES WITH HIDALGO COUNTY ELECTIONS ADMINISTRATOR FOR THE NOVEMBER 5, 2013 BOND ELECTION.

Staff recommended approval of a contract for election services with the Hidalgo County Elections Administrator, for the November 5, 2013 Bond Election.

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

B) AWARD OF CONTRACT FOR PALM VIEW GOLF COURSE PUMP STATION REHABILITATION.

Staff recommended award of contract for the Palm View Golf Course Pump Station Rehabilitation to Watertronics, LLC, in the amount of \$234,648 which includes Base Bid, Alternates 1, 1A and 2.

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

C) CONSIDERATION AND AUTHORIZATION TO NEGOTIATE SCOPE OF SERVICE & FEE SCHEDULE FOR CONSTRUCTION PROJECT MANAGEMENT FOR MCALLEN POLICE DEPARTMENT ADDITION PROJECT.

Mayor Darling recommended that the firms interviewed at the earlier workshop for the Construction Project Management for the McAllen Police Department Addition Project be ranked, along with the alternative to perform said task by in-house staff. The City Attorney collected and tallied the rankings.

Commissioner Crane moved to decline the proposals and instruct staff to perform construction management in-house. Commissioner Pebley seconded the motion. The motion carried unanimously.

D) AWARD OF CONTRACT FOR NORTHWEST POLICE COMMUNITY CENTER ADDITIONS AND SITE IMPROVEMENTS.

Staff recommended award of contract for the Northwest Police Community Center Additions and Site Improvements to Pietra Construction, in the amount of \$579,000.

An inquiry was made about the limitation for consideration of the second low bid on the basis of being a local bid. Staff recommended that said item be tabled to allow staff to research same.

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

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

Staff reported that the exception applies when the local bid is within 3% of lowest bid and in this case, the second bid is at 7% and hence this exception is not applicable. Moreover, staff recommendation remained to award to the lowest bidder, Pietra Construction.

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

E) SEEK DIRECTION ON OPENING AND CONSIDERATION OF “SOLE PROPOSAL” FOR AN INMATE DETENTION FACILITY.

Mayor Pro Tem Ramirez moved to table said item for Executive Session under Chapter 551.071 Consultation with Attorney. Commissioner Ingram seconded the motion. The motion carried unanimously.

After a brief discussion in Executive Session, Mayor Pro Tem Salinas moved to remove said item from the table. Commissioner Whitacre seconded the motion. The motion carried unanimously.

Staff recommended rejection of the proposal - unopened - and that staff be authorized to continue exploring alternatives.

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

6. MANAGER’S REPORT:

A) DISCUSSION AND POSSIBLE ACTION REGARDING WAIVER OF PENALTY AND INTEREST ON DELINQUENT TAXES FOR SINBON ELECTRONICS CO. LTD. CAUSE NO. T-1113-12-J.

Commissioner Ingram moved to table said item for Executive Session under Chapter 551.071 Consultation with Attorney. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

Said item remained tabled.

B) STATUS REPORT ON PARKS AND RECREATION CONSTRUCTION PROJECTS.

Staff gave a report on Parks and Recreation Construction Projects. No action required.

C) STATUS REPORT ON VARIOUS CITY PROJECTS THRU AUGUST 31, 2013.

Staff gave a report on various city projects underway. No action required.

D) STATUS REPORT ON THE TERMINAL EXPANSION CONSTRUCTION PROJECT.

Staff gave a report on the Terminal Expansion Construction Project. No action required.

E) REPORT ON SUBDIVISIONS AND DEVELOPMENT.

Staff gave a report on Subdivisions and Development. No action required.

F) REPORT ON CONVENTION ACTIVITIES BY MCALLEN CONVENTION AND VISITORS BUREAU.

Steve Ahlenius gave a report on convention activities by the McAllen CVB. No action required.

G) CONSIDER AUTHORIZING MAYOR JIM DARLING TO COMMIT 2.5 MILLION DOLLARS FOR DESIGN OF FM 1016 FROM BRYAN ROAD TO CONWAY.

Staff recommended authorization for the Mayor to commit \$2.5 million for design of FM 1016 from Bryan Road to Conway.

Questions were asked followed by a lengthy discussion. After due consideration, additional information was requested relating to assurances on funding from the City of Mission.

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

H) FUTURE AGENDA ITEMS.

The items for upcoming workshops were briefly reviewed: Buffering Requirements; Procurement Policy; General Insurance recommendations; Palm Bowl; Small Business Assistance; Entry Monuments and Parade Improvements.

7. TABLED ITEM: RESOLUTION PROVIDING FOR THE NOMINATION OF A CANDIDATE TO THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

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

Staff reported that the McAllen School Board was nominating Eddie Cano to the Hidalgo County Appraisal District Board of Directors and recommended the same be done by the City Commission.

Commissioner Ingram moved to approve the resolution in support of Eddie Cano. Commissioner Crane seconded the motion. The motion carried unanimously.

PUBLIC COMMENT SESSION

Mr. Jim Barnes addressed the City Commission.

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

On behalf of the Presiding Officer, the City Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.087 Economic Development for Items 8C and 8I; Section 551.071 Consultation with Attorney for Items 8B, 8C, 8D, 8E, 8F and 8I; Section 551.072 Deliberation regarding Real Property for Items 8B, 8D, 8G and 8H; and Section 551.074 (Personnel Matters) for Item 8A.

Commissioner Whitacre announced that she had a conflict with item 8D and would abstain from discussion and voting on said item; subsequently, a conflict form was filed with the City Secretary.

Commissioner Ingram 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 Darling recessed the meeting at 6:25 pm to go into Executive Session. Mayor Darling reconvened the meeting at 6:37 pm and addressed Item 5D followed by Public Comment and followed by another session of Executive Session to discuss the other matters under this Section 8 of the agenda.

After Public Comment, Mayor Darling recessed the meeting at 6:38 pm to go into Executive Session. Mayor Darling reconvened the meeting at 9:02 pm and addressed the action on Executive Session items.

A) DISCUSSION OF CITY MANAGER EVALUATION. (SECTION 551.074, T.G.C.)

No action.

B) CONSULTATION WITH CITY ATTORNEY REGARDING ECONOMIC INCENTIVES FOR PROJECT QUADRANT. (SECTIONS 551.071 AND 551.072, T.G.C.)

No action.

C) DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC INCENTIVES FOR PROJECT PHOENIX. (SECTIONS 551.087 AND 551.071, T.G.C.)

No action.

D) DISCUSSION AND POSSIBLE ACTION ON AWARD OF BID PROPOSAL FOR THE SALE OF LOT 11B, MCALLEN CONVENTION CENTER. (SECTIONS 551.072 AND 551.071, T.G.C.)

No action.

E) CONSULTATION WITH CITY ATTORNEY REGARDING DEPOSITORY CONTRACT AND RELATED LEGAL ISSUES. (SECTION 551.071, T.G.C.)

No action.

F) CONSULTATION WITH CITY ATTORNEY REGARDING CASE NO. 13-09-00067-CV; CITY OF MCALLEN VS. ARNALDO RAMIREZ. (SECTION 551.071, T.G.C.)

No action.

G) DISCUSSION AND POSSIBLE ACTION REGARDING ENTERING INTO A SALES CONTRACT AND AUTHORIZING THE CITY MANAGER TO COMPLETE TRANSACTION TO ACQUIRE A 3.14 ACRE TRACT OF 11.53 ACRE TRACT OUT OF LOT 150, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS. (SECTION 551.072, T.G.C.)

No action.

H) CONSIDERATION OF SALE OF LOT 6(B), CONVENTION CENTER SUBDIVISION, FOR FULL SERVICE HOTEL. (SECTION 551.072, T.G.C.)

No action.

I) CONSULTATION WITH CITY ATTORNEY REGARDING ECONOMIC INCENTIVES FOR PROJECT GAUCHOS. (SECTION 551.087 AND 551.071, T.G.C.)

No action.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 9:02 p.m.

Jim Darling, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, January 28, 2008** at 2:30 pm, at McAllen City Hall Third (3rd) Floor Commission Chambers, with the following present:

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

Absent: Mayor Richard Cortez,

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, City Engineer Yvette Barrera, Director of Community Development Piedad Martinez, Director of Planning Juli Rankin

CALL TO ORDER

Mayor Pro Tem Barrera called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO JANUARY 28, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

Questions were asked about Items 1E and 1H.

JOINT MEETING WITH THE COMMUNITY DEVELOPMENT COUNCIL

Chairman Sam Saldivar called the meeting to order.

2. DISCUSSION RELATING TO FY 08-09 CDBG PROJECTS.

Community Development Council members present were recognized: Vice Chair Joe Garza, J. Garrett McKay, Olga Gabriel, Omar Quintanilla, and Dr. John Thomas. A seven-year history of CDBG-funded construction projects was reviewed.

A discussion was held about the 21st Street Storm Sewer and the Retiree Haven Projects. A Question and Answer Session was held.

Mayor Cortez thanked the Community Development Council for their presentation and their service on the board.

END OF JOINT MEETING

There being no other business to come before the board, the joint meeting was adjourned at 2:50 pm.

3. DISCUSSION ON CONVENTION CENTER CHANGE ORDERS.

Staff gave a report on the Convention Center change orders for additional work. A Power Point presentation was made highlighting said work. Staff reported that the contract with Spaw Glass remained

open and would allow this work to be completed before the closing out of the project. The amount of the additional work totaled \$272,690, for a total contract sum of \$51,075,255.

A discussion was held relating to numerous items outlined in the presentation. After due consideration, staff recommended placing this item on the next meeting agenda for formal consideration.

Item 4 was not discussed.

4. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATIONS ABOUT REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

- A) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE AND REDEVELOPMENT OF A CENTRAL PARK. (SECTION 551.072, T.G.C.)**
- B) DISCUSSION AND POSSIBLE ACTION - CONSIDER THE SALE OF 40 ACRES OUT OF LOT 152, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY SUBDIVISION. (SECTION 551.072, T.G.C.)**
- C) DISCUSSION AND POSSIBLE ACTION – CONSIDER ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- D) DISCUSSION AND POSSIBLE ACTION - CONSIDER 380 AGREEMENTS FOR DOWNTOWN PARKING GARAGE TENANTS. (SECTION 551.087, T.G.C.)**
- E) DISCUSSION AND POSSIBLE ACTION – CONSIDER ECONOMIC INCENTIVES FOR LA PLAZA MALL EXPANSION. (SECTION 551.087, T.G.C.)**
- F) CONSULTATION WITH CITY ATTORNEY REGARDING NEW LAWSUIT CAUSE NO. CL-07-3925-B; MICHAEL ZELLERS VS. RICHARD CORTEZ. (SECTION 551.071, T.G.C.)**
- G) CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS COMP/LOSS RUN REPORT AS OF DECEMBER 31, 2007. (SECTION 551.071, T.G.C.)**
- H) DISCUSSION AND POSSIBLE ACTION – MOTOR VEHICLE ACCIDENT LIABILITY AND SUBROGATION CLAIM REPORTS AS OF DECEMBER 31, 2007. (SECTION 551.071, T.G.C.)**
- I) CONSULTATION WITH CITY ATTORNEY REGARDING NEW LAWSUIT FILING CITY OF MCALLEN VS. JESUS GONZALEZ AND MARIA DEL ROSARIO GONZALEZ. (OWNERS OF PROPERTY LOCATED AT 920 NORTH MAIN STREET.) (SECTION 551.071, T.G.C.)**
- J) CONSULTATION WITH CITY ATTORNEY RELATING TO 2008 LITIGATION ON AUDIT REPORT. (SECTION 551.071, T.G.C.)**
- K) DISCUSSION AND POSSIBLE ACTION – CONSULTATION WITH CITY ATTORNEY REGARDING THE ACQUISITION OF A 7 ACRE TRACT OUT OF LOT 136, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY FOR DRAINAGE DETENTION. (SECTION 551.072, T.G.C.)**

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 4:02 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, February 25, 2008** at 2:30 pm, at McAllen City Hall Third (3rd) Floor Commission Chambers, with the following present:

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

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, City Engineer Yvette Barrera, Director of Parks and Recreation Larry Pressler, Director of Planning Juli Rankin

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO FEBRUARY 25, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

There were no questions relating to the Regular Meeting agenda.

2. DISCUSSION RELATING TO BILL SCHUPP PARK IMPROVEMENTS.

Parks Staff briefly reported on the Bill Schupp Park Sunken Garden Project. A discussion ensued regarding the bidding process and bid received for this project. A Question and Answer Session was held.

3. DISCUSSION RELATING TO ART PUBLIC ART GUIDELINES.

Said item was not addressed.

4. DISCUSSION RELATING TO GARAGE SALE GUIDELINES.

Legal Staff reviewed the "Draft" Ordinance relating to Garage Sale guidelines. The goal: to preserve the residential character of the City's neighborhoods. The ordinance was outlined: 1) reduce the number of garage sales from three to two in any running 12-month period; and 2) limit sales exclusively to used goods and merchandise. A brief discussion was held.

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

Mayor Cortez recessed the meeting at 3:08 pm to go into Executive Session. Mayor Cortez reconvened the meeting at 4:02 pm and announced that any action on Executive Session items would be taken during the Regular Meeting later in the evening.

- A) **DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE AND REDEVELOPMENT OF A CENTRAL PARK. (SECTION 551.072, T.G.C.)**
- B) **DISCUSSION AND POSSIBLE ACTION - CONSIDER THE SALE OF 40 ACRES OUT OF LOT 152, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY SUBDIVISION. (SECTION 551.072, T.G.C.)**
- C) **DISCUSSION AND POSSIBLE ACTION – RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- D) **DISCUSSION AND POSSIBLE ACTION RELATING TO 380 AGREEMENTS FOR DOWNTOWN PARKING GARAGE TENANTS. (SECTION 551.087, T.G.C.)**
- E) **DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR LA PLAZA MALL EXPANSION. (SECTION 551.087, T.G.C.)**
- F) **CONSULTATION WITH CITY ATTORNEY REGARDING THE BORDER FENCE LITIGATION. (SECTION 551.071, T.G.C.)**
- G) **DISCUSSION AND POSSIBLE ACTION – CONSIDER ECONOMIC INCENTIVES FOR OPERATION HARDSTAND. (SECTION 551.087, T.G.C.)**
- H) **CONSULTATION WITH CITY ATTORNEY REGARDING AN AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG AND CITY OF MCALLEN RELATING TO DOVE/OWASSA ROAD IMPROVEMENTS. (SECTION 551.071, T.G.C.)**
- I) **DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE OF 1.803 ACRES OUT OF LOT 2, BLOCK 1, C. E. HAMMONDS SUBDIVISION. (SECTION 551.072, T.G.C.)**
- J) **CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS COMP/LOSS RUN REPORT AS OF JANUARY 31, 2008, (SECTION 551.071, T.G.C.)**
- K) **CONSULTATION WITH CITY ATTORNEY RELATING TO NEW LAWSUIT: CV-00058; IN THE U.S. DISTRICT COURT; FRANCISCO ZARZAR V. ALBERTO FLORES, CARLOS MORALES AND CITY OF MCALLEN. (SECTION 551.071, T.G.C.)**

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 4:02 p.m.

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

The McAllen Board of Commissioners convened in a Special Meeting on **Wednesday, May 7, 2008** at 5:30 pm at the Palm View Golf Course, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas, Commissioner John Ingram, Commissioner Jim Darling

Absent: Aida Ramirez, Commissioner

Staff present: City Manager Mike Perez, Deputy City Manager Brent Branham, City Attorney Kevin Pagan, Assistant City Manager, Pilar Rodriguez, City Secretary Annette Villarreal, Jose Gamez, Library Director, Kate Horan, Assistant Library Director,

Others: Jack Poling, MS&R Architects, Dan Boultinghouse, Boultinghouse/Simpson Architects, Lucia Thompson, Lydia Garcia, Rebecca Millan, Joan Graham, Margaret Talbert, Wendy Wicker, Albert Chambers, Ruben Cavazos, Dr. Joe Garcia, Sylvia Arizmendi, Pat Moyer, Christine Reynolds, Donald Egle (Library Board Members)

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION AND CONSIDERATION OF INCREASE IN BUDGET FOR NEW MCALLEN MAIN LIBRARY AND APPROVAL OF PRE-DESIGN SERVICES TO PROCEED SCHEMATIC DESIGN.

Staff gave a synopsis of the new McAllen Main Library. Staff emphasized that they were seeking direction for Architects to proceed with the next phase. The following topics were discussed: 1) Current Design and 2) Use of Property. A lengthy discussion was held about LEED Certification, types of construction and being environmentally conscious. A discussion was held as to the cost of the AMH and Radio Frequency Identification (RFID) systems and mentioned cost was approximately \$65,000.00. Concerns were expressed as to the (AMH) Automated Material Handling systems. Comments were shared by Mayor and City Commission. Questions and concerns were discussed. Staff answered questions posed by the City Commission.

Mayor Cortez and City Commissioners thanked staff for their presentation.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 7:13 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Tuesday, May 27, 2008** at 2:30 pm, at McAllen City Hall Third (3rd) Floor Commission Chambers, with the following present:

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

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Attorney Ignacio Perez, Director of Aviation Phil Brown, City Engineer Yvette Barrera, Convention Center Director Omar Rodriguez

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO MAY 27, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

Concerns were expressed relating to Item 3A of the Regular Meeting agenda.

2. PRESENTATION ON BRANDING BY THE MCALLEN CHAMBER OF COMMERCE.

A presentation of the City of McAllen Branding Report © was made by Brian Godinez in association with the McAllen Chamber of Commerce. It was noted that the report was compiled as a result of extensive research, analysis and brand themes based on discovery initiatives. The “City of Palms” was discussed in terms of a branding concept

The branding development process was reviewed:

Phase 1 – Define the Brand

- Focus Groups on Image
- Media Perception

Phase 2 – Selection of Brand

A discussion was held relating to a branding concept that could be utilized by all five entities in McAllen. McAllen Chamber CEO, Steve Ahlenius, commented optimistically about the potential utilization of the branding concept by public entities.

Mayor Cortez thanked Mr. Godinez and the McAllen Chamber staff for the presentation.

3. PRESENTATION AND DISCUSSION OF TERMINAL CAPACITY STUDY.

A presentation was made by Airport Staff, Airport Advisory Board and URS Consultant Mr. Jim Sullivan, on the Terminal Capacity Study. An overview of the factors impacting the study was outlined. Parking was discussed.

A discussion was held relating to the data utilized to project future growth in correlation to the terminal’s capacity to accommodate same. The factors utilized for such projections were discussed

including: enplanements per departure, capacity per gate/year, peak hours of activity, and aircraft gate requirements.

In conclusion, staff recommended Alternative 4.1 allowing an expansion in the future up to four phases being the most flexible alternative.

Item 4 was not addressed.

- 4. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATIONS ABOUT REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).**
 - A) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE AND REDEVELOPMENT OF A CENTRAL PARK. (SECTION 551.072, T.G.C.)**
 - B) DISCUSSION AND POSSIBLE ACTION - CONSIDER THE SALE OF 40 ACRES OUT OF LOT 152, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY SUBDIVISION. (SECTION 551.072, T.G.C.)**
 - C) DISCUSSION AND POSSIBLE ACTION - CONSIDER FUTURE DEVELOPMENT OF THE 10 ACRES UNDER THE 272 AGREEMENT FOR DRISCOLL MCALLEN SPECIALTY CLINIC. (SECTION 551.072, T.G.C.)**
 - D) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE OF RIGHT-OF-WAY TO EXPAND BICENTENNIAL DRAINAGE DITCH SOUTH OF NOLANA. (SECTION 551.072, T.G.C.)**
 - E) DISCUSSION AND POSSIBLE ACTION - CONSIDER CONTRACTING A 7.65 ACRE TRACT OF LAND LOCATED ON 23RD STREET AND LA VISTA. (SECTION 551.072, T.G.C.)**
 - F) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE A 50 ACRE TRACT OF LAND FOR AIRPORT EXPANSION, TOWNSEND PROPERTY. (SECTION 551.072, T.G.C.)**
 - G) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR LA PLAZA MALL EXPANSION. (SECTION 551.087, T.G.C.)**
 - H) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
 - I) DISCUSSION AND POSSIBLE ACTION RELATING TO A CHAPTER 380 AGREEMENT FOR TENNIS COURT PROJECT. (SECTION 551.087, T.G.C.)**
 - J) CONSULTATION WITH CITY ATTORNEY RELATING TO THE POSSIBLE APPEAL OF AWARD FOR SPECIAL COMMISSIONERS FOR CONDEMNATION NO. CCD 0013-F. (SECTION 551.071, T.G.C.)**
 - K) CONSULTATION WITH CITY ATTORNEY REGARDING STAP LONG TERM CONTRACT. (SECTION 551.071, T.G.C.)**
 - L) CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS COMP/LOSS RUN REPORT AS OF APRIL 30, 2008. (SECTION 551.071, T.G.C.)**
 - M) DISCUSSION AND POSSIBLE ACTION - CONSULTATION WITH CITY ATTORNEY RELATING TO NEW LAWSUIT CITY OF MCALLEN VS. RUDY FRANZ D/B/A STS TRANSPORTATION. (SECTION 551.071, T.G.C.)**

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 4:02 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, July 14, 2008** at 2:30 pm at McAllen City Hall Commission Chambers – Third (3rd) Floor, with the following present:

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

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Secretary Perla Zamora, Planning Director Juli Rankin, Deputy City Attorney Ignacio Perez, Director of Aviation Phil Brown, City Engineer Yvette Barrera, Designer Victor Gonzalez, City Architect Theresa Morales, Deputy Director Engineer Ramon Navarro, Public Works Director Carlos Sanchez

Others: Steve Ahlenius, McAllen Chamber of Commerce, Bryan Godinez, Godinez Communications

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO JULY 14, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

Concerns were expressed relating to items 4D and 6B of the regular meeting agenda.

2. DISCUSSION RELATING TO THE DEVELOPMENT SERVICES FACILITY.

Said item was not addressed.

3. DISCUSSION TO DEVELOP THE PROCESS FOR BRANDING.

A presentation was given in regards to the process for branding Phase 2. The estimated timeline was reviewed. It was mentioned that the membership for the Brand McAllen Task Force consisted of the following: Two City Commissioners, Keith Patridge, Yolanda Chapa and Steve Ahlenius.

The criteria for selecting a new brand theme is as follows:

- Owned by the community – people have to care about it
- Inclusive and inviting – feels like you are a part of it
- Convey our history and experiences
- Unique and Original – Inspiring and Memorable
- Relevant, Credible and Compelling to key audiences
- Sustainable – has long term legs for our future

Related vital qualities were discussed as follows: Distinctive, Talented, Connected, Innovative. Concerns were expressed as it related to the Artwalk. Comments were shared by Mayor and City

Commission. Questions and concerns were discussed. Staff answered questions posed by the City Commission.

- 4. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATIONS ABOUT REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).**
- A) CONSULTATION WITH CITY ATTORNEY REGARDING REVIEW OF LEGAL ISSUES RELATED TO VARIOUS CHARTER PROVISIONS. (SECTION 551.071, T.G.C.)**
 - B) CONSULTATION WITH CITY ATTORNEY REGARDING PROPOSED SETTLEMENT AGREEMENTS ON VARIOUS RIGHT-OF-WAY ACQUISITION LAWSUITS. (SECTION 551.071, T.G.C.)**
 - C) CONSULTATION WITH CITY ATTORNEY ON MEDIATION HEARINGS ON FOUR TRACTS ON BICENTENNIAL (TRENTON TO SH 107). (SECTION 551.071, T.G.C.)**
 - D) DISCUSSION AND POSSIBLE ACTION RELATING TO THE LOCATION OF THE PROPOSED RESERVOIR AND POSSIBLE RELOCATION OF THE MISSION INLET. (SECTION 551.072, T.G.C.)**
 - E) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE AND REDEVELOPMENT OF A CENTRAL PARK. (SECTION 551.072, T.G.C.)**
 - F) CONSULTATION WITH CITY ATTORNEY REGARDING FUTURE DEVELOPMENT OF 10 ACRES UNDER THE 272 AGREEMENT FOR DRISCOLL MCALLEN SPECIALTY CLINIC. (SECTION 551.072, T.G.C.)**
 - G) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE OF A 50 ACRE TRACT OF LAND FOR AIRPORT EXPANSION (TOWNSEND PROPERTY). (SECTION 551.072, T.G.C.)**
 - H) DISCUSSION AND POSSIBLE ACTION – CONSIDER THE TRANSFER OF 40 ACRE TRACT OF LAND TO UTPA FOR THE RAPID RESPONSE ADVANCED MANUFACTURING RESEARCH CENTER (RRAMRC) CONSTRUCTION INITIATIVE. (SECTION 551.072, T.G.C.)**
 - I) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE OF RIGHT-OF-WAY TO EXPAND BICENTENNIAL DRAINAGE DITCH SOUTH OF NOLANA. (SECTION 551.072, T.G.C.)**
 - J) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
 - K) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR LA PLAZA MALL EXPANSION. (SECTION 551.087, T.G.C.)**

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 4:00 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, July 28, 2008** at 2:30 pm at McAllen City Hall Commission Chambers – Third (3rd) Floor, with the following present:

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

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Planning Director Juli Rankin, Deputy City Attorney Ignacio Perez, Director of Aviation Phil Brown, City Engineer Yvette Barrera, Deputy City Secretary Perla Zamora

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO JULY 28, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

No concerns were expressed relating to the Regular Meeting Agenda.

2. DISCUSSION RELATING TO SIGN ORDINANCE.

A discussion was held about the sign ordinance. The following goals were discussed: 1) Eliminate clutter, 2) distinguish ourselves and 3) Policy regarding LED's. Staff explained the methodology used to gather the information and presented the draft sign ordinance. At this time, staff proposed consideration of the draft ordinance. A lengthy discussion ensued. Comments were shared by the Mayor and the City Commission.

3. DISCUSSION RELATING TO IMPLEMENTATION OF FORESIGHT MASTER PLAN.

Staff briefly reviewed the goals, objectives and implementation of the Foresight Master Plan. It was mentioned that staff was in the process of evaluating development codes in preparation of amending such to implement the plan. In addition staff would be proposing amendment to the Foresight Master Plan to provide greater latitude to the City Commission and staff to accomplish said goals. Development needs were identified as the plan was reviewed. After a lengthy discussion the City Commission indicated Commissioner Crane work on the Transportation and Mobility item.

4. DISCUSSION OF LONG TERM CONTRACT WITH STAP.

Said item was not addressed.

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

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

Mayor Cortez recessed the meeting at 3:37 pm to go into Executive Session. Mayor Cortez reconvened the meeting at 6:00 pm and announced that any action on Executive Session items would be taken at the Regular Meeting.

- A) DISCUSSION AND POSSIBLE ACTION RELATING TO THE PURCHASE AND REDEVELOPMENT OF A CENTRAL PARK. (SECTION 551.072, T.G.C.)**
- B) CONSULTATION WITH CITY ATTORNEY REGARDING FUTURE DEVELOPMENT OF 10 ACRES UNDER THE 272 AGREEMENT FOR DRISCOLL MCALLEN SPECIALTY CLINIC. (SECTION 551.072, T.G.C.)**
- C) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- D) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR LA PLAZA MALL EXPANSION. (SECTION 551.087, T.G.C.)**
- E) CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS COMP/LOSS RUN REPORT AS OF JUNE 30, 2008. (SECTION 551.071, T.G.C.)**
- F) DISCUSSION AND POSSIBLE ACTION – MOTOR VEHICLE ACCIDENT LIABILITY AND SUBROGATION CLAIM REPORTS AS OF JUNE 30, 2008. (SECTION 551.071, T.G.C.)**
- G) DISCUSSION AND POSSIBLE ACTION RELATING TO PENDING SUBROGATION CLAIMS. (SECTION 551.071, T.G.C.)**

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 6:00 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, August 4, 2008** at 5:00 pm at the Palm View Golf Course, with the following present:

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

Staff present: City Manager Mike Perez, Deputy City Manager Brent Branham, City Attorney Kevin Pagan, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, PUB General Manager, Roel Rodriguez, Finance Director Jerry Dale, Senior Budget Analyst Angie Rodriguez

Others: Nedra Kinerk

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF FY 2008-09 CITY OF MCALLEN BUDGET

Mr. Perez gave a recap of the highlights in the General Fund Balance. He reported on the ending balance for FY 07-08 and mentioned that 140 days of working capital was needed to be kept in the General Fund.

He briefly reviewed Decision Packages for the following departments:

- Golf Course
- Sanitation Fund
- Convention Center
- Airport
- City Secretary
- Bus Terminal
- Bridge
- CIP and Development Corporation

Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission. Staff answered questions posed by the City Commission.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 6:31 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Tuesday, August 5, 2008** at 5:00 pm at the Palm View Golf Course, with the following present:

Present: Commissioner Scott Crane, Commissioner Hilda Salinas, Commissioner Aida Ramirez, Commissioner John Ingram, Commissioner Jim Darling

Absent: Mayor Richard F. Cortez, Mayor Pro Tem Marcus C. Barrera

Staff present: City Manager Mike Perez, Deputy City Manager Brent Branham, City Attorney Kevin Pagan, Assistant City Manager, Pilar Rodriguez, City Secretary Annette Villarreal, Police Chief, Victor Rodriguez, Fire Chief, Rogelio Rubio, IT Director, Belinda Mercado

Others: Nedra Kinerk

CALL TO ORDER

Commissioner Salinas called the meeting to order.

1. DISCUSSION OF FY 2008-09 CITY OF MCALLEN BUDGET.

POLICE DEPARTMENT

An overview of the department's function and achievements was given. The following matters were discussed: 1) Park Officers, 2) Fixed Assignments, 3) Future Park Police Units and 4) Sky Watches. Comments were shared by Mayor and City Commission. Staff answered questions posed by the Mayor and City Commission.

FIRE DEPARTMENT

An overview of the department's proposed budget was given. Highlights and accomplishments were addressed by staff. The following matters were discussed: 1) New Fire Station at Vine, 2) Personnel and 3) Reroofing Fire Station #2. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

INFORMATION TECHNOLOGY

An overview of the department's proposed budget was given. The following matters were discussed: 1) IT Certification Pay, 2) Computer Hardware, 3) Maintenance Contracts and 4) Staffing Concerns. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 6:55 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Thursday, August 6, 2008** at 5:00 pm at the Palm View Golf Course, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas, Commissioner John Ingram, Commissioner Jim Darling

Absent: Aida Ramirez, Commissioner

Staff present: Mike Perez, City Manager, Deputy City Manager Brent Branham, City Attorney Kevin Pagan, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, City Engineer Yvette Barrera, Deputy City Engineer Ramon Navarro, Deputy Parks Director Mike Hernandez, Public Works Director, Carlos Sanchez

Others: Dave Hendricks, Nedra Kinerk, Davis Rankin

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF FY 2008-09 CITY OF MCALLEN BUDGET.

HUMAN RESOURCES

Staff gave an overview of the department's function and achievements was given. The following topics were discussed:

- Improving Staff Training
- Background Checks
- Skill Based Competency Program
- Develop Various City Policies
- Job Fairs

Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

PUBLIC WORKS

An overview of the department's proposed budget was given. A review of the department's highlights and accomplishments was given by staff. Staff also reviewed short and long range goals. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

ENGINEERING

An overview of the department's proposed budget was given and reviewed by functional areas. Discussion ensued as it related to the Accela Software Program. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 6:31 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Thursday, August 7, 2008** at 5:00 pm at the Palm View Golf Course, with the following present:

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

Staff present: City Manager Mike Perez, Deputy City Manager Brent Branham, City Attorney Kevin Pagan, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Parks and Recreation Director Larry Pressler, Deputy Parks Director Mike Hernandez, Convention Center Director Omar Rodriguez, Library Director, Jose Gamez

Others: Dave Hendricks, Nedra Kinerk, Davis Rankin

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF FY 2008-09 CITY OF MCALLEN BUDGET.

McALLEN LIBRARY

An overview of the department's function and achievements was given. The following topics were discussed: 1) Market and Resources, 2) Library Transition and 3) Library Trends. Comments were shared by Mayor and City Commission. Staff answered questions posed by the Mayor and City Commission.

CONVENTION CENTER

An overview of the department's proposed budget was given. A review of the department's highlights and accomplishments was given by staff. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

PARKS AND RECREATION

An overview of the department's proposed budget was given. Topics discussed were as follows: 1) 2nd and Trenton, 2) Morris RDF, 3) Hike and Bike Trails and 4) Ball Fields. Comments were shared by Mayor and City Commission. Questions were answered for Mayor and City Commission.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 7:11 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Tuesday, August 12, 2008**, at 5:00 pm, at Palm View Golf Course Meeting Room, with the following present:

Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Aida Ramirez, Commissioner Jim Darling

Absent: Commissioner Hilda Salinas, Commissioner John Ingram

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Deputy City Secretary Perla Zamora, Finance Director Jerry Dale, Senior Budget Analyst Angie Rodriguez, Director of Aviation Phil Brown, Bridge Director George Ramon, Properties & Compliance Officer at Airport Kristi Taylor-Salinas, Grants Compliance Officer Nancy Cuellar, Director of Transit/Downtown Services Elizabeth Suarez, Transit Manager Mario Delgado

Others: HOTC Member Alida Hernandez, HOTC Member Jim Deuser, HOTC Member Adam Lara, HOTC Director Joe Rodriguez

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF FY 2008-09 BUDGET.

Presentations were made on the Fiscal Year 2008-09 Budget for the following departments focusing on accomplishments and goals and objectives for the upcoming fiscal year:

- Bridge
- Heart of the City (HOTC)
- Airport
- McAllen Express

A Question and Answer Session was held after each presentation.

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 7:19 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Wednesday, August 20, 2008**, at 5:00 pm, at Palm View Golf Course Meeting Room, with the following present:

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

Absent: Commissioner Aida Ramirez

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Finance Director Jerry Dale, Senior Budget Analyst Angie Rodriguez

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF FY 2008-09 BUDGET.

➤ Transit

Staff made a presentation on Fiscal Year 2008-09 proposed budget. Accomplishments for the current fiscal year were reviewed along with goals and objectives for the upcoming year. A Question and Answer Session was held.

The proposed budget and projects under Development Corporation, Capital Improvement Fund and the Business Plan were also reviewed and discussed at length.

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 7:19 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Tuesday, October 14, 2008** at 5:30 pm at the McAllen Convention Center, Room 102-ABC, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas,

Absent: Aida Ramirez, Commissioner, John Ingram, Commissioner, Jim Darling, Commissioner

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Secretary Perla Zamora, Planning Director Juli Rankin, Deputy City Attorney Ignacio Perez, Library Director Jose Gamez, Director of Parks & Recreation Larry Pressler, City Engineer Yvette Barrera, Designer Victor Gonzalez, City Architect Theresa Morales, Public Works Director Carlos Sanchez

Others: Bob Simpson, Boultinghouse/Simpson Architect, Ruben Cavazos, Library Board Member, Dany Boultinghouse, Boultinghouse/Simpson Architects

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION OF NEW MAIN LIBRARY

A presentation was given on the new main library. Staff outlined goals as follows: 1) achieve consensus on building architectural style and 2) achieve consensus on site plan and landscaping style.

Staff provided an overview of the schematic design of the site plan. An inquiry was made about the adult service areas. Also discussed was the computer lab and accessibility/cooling system. Suggestion was made by city commission for staff to look at STC as it relates to the teen room. After due consideration, the City Commission instructed staff to proceed with the first concept.

Mayor Cortez and City Commission thanked staff for the presentation.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 7:48 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, October 20, 2008**, at 5:30 pm, at Lark Community Center Celebration Hall, with the following present:

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

Staff: City Manager Mike R. Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Wendy Smith, Assistant City Manager Pilar Rodriguez City Secretary Annette Villarreal, Director of Parks and Recreation Larry Pressler, Director of Governmental Affairs Teclo Garcia, Fire Chief Rogelio Rubio, Deputy Parks and Recreation Director Mike Hernandez, Transit Manager Mario Delgado

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. DISCUSSION AND POSSIBLE ACTION ON BUSINESS PLAN.

Staff reviewed the Business Plan and outlined the objectives under each of the goals, along with specific projects and proposed budgets:

GOAL 1 – Enhance McAllen’s Image as a Creative Class City

GOAL 2 – Sustain and Expand Retail Sales Tax Income

GOAL 3 – Diversify area economy and city revenue so that city is less dependent on sales tax over time

GOAL 4 – Promote McAllen as a Safe City

GOAL 5 – Continue policies which enhance and secure McAllen’s long term financial position

GOAL 6 – Optimize McAllen’s Infrastructure

GOAL 7 – Enhance and Improve McAllen’s relation to education

2. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY).

Mayor Cortez recessed the meeting at 6:40 pm to go into Executive Session. Mayor Cortez reconvened the meeting at 6:50 pm and announced any action to be taken on this item.

- A) CONSULTATION WITH CITY ATTORNEY REGARDING CAUSE NO. C-902-01-F; MICHAEL ZELLERS, ET AL. VS. CITY OF MCALLEN ET AL. (SECTION 551.071, T.G.C.)**

No action.

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 6:50 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, October 27, 2008** at 2:30 pm at the McAllen City Hall, Third (3rd) Floor Commission Chambers, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas, Commission Aida Ramirez, Commissioner John Ingram

Absent: Commissioner Jim Darling

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Secretary Perla Zamora, City Engineer Yvette Barrera, City Architect Theresa Morales, Director of Purchasing Sandra Zamora, Properties & Compliance Officer Kristi Taylor Salinas

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO OCTOBER 27, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

There were no questions relating to the October 27, 2008 regular meeting agenda.

2. CONDUCT INTERVIEWS FOR AIRPORT ENGINEERING AND PLANNING SERVICES.

Staff announced that three firms would make short presentations for Airport Engineering and Planning Services.

Garver Engineers

Mayor Cortez announced that a 10-minute presentation followed by a 10-minute question and answer session would be allowed.

Mr. Boultinghouse introduced his team and reviewed the firm's qualifications, experience and accomplishments. The following key components were reviewed:

- Responsiveness
- Experts
- Innovative solutions
- Relationships

A Question and Answer Session followed. Mayor Cortez thanked Mr. Boultinghouse and his team for their presentation.

HNTB

Mr. Balli briefly introduced his team and reviewed the firm's qualifications, experience and accomplishments. The following key components were reviewed

- Responsive
- Capable
- Experienced

A Question and Answer Session followed. Mayor Cortez thanked Mr. Balli and his team for their presentation.

URS

Mr. Faulker briefly introduced his team and reviewed the firm's qualifications, experience and accomplishments. The following key components were reviewed:

- Responsive
- Capable
- Experienced
- Key Personnel

A Question and Answer Session followed. Mayor Cortez thanked Mr. Faulker and his team for their presentation.

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

- A)** Discussion and Possible Action relating to economic incentives for Project Gold Star. (Section 551.087, T.G.C.)
- B)** Discussion and Possible Action – Consider Economic Incentives for Project Alpha. (Section 551.087, T.G.C.)
- C)** Discussion and Possible Action – Consider Economic Incentives for Project Beta. (Section 551.087, T.G.C.)
- D)** Consultation with City Attorney regarding Cause No. C-902-01-F; Michael Zellers, et al. vs. City of McAllen et al. (Section 551.071, T.G.C.)
- E)** Consultation with City Attorney regarding new lawsuit; Cause No.-2393-08-C; Ruben Navarro vs. Ismael Cruz and City of McAllen. (Section 551.071, T.G.C.)
- F)** Consultation with City Attorney regarding legal claim from Bill FitzGibbons. (Section 551.071, T.G.C.)
- G)** Consultation with City Attorney relating to Workers Comp/Loss Run Report as of September 30, 2008. (Section 551.071, T.G.C.)
- H)** Consultation with City Attorney relating to Motor Vehicle Accident Liability and Subrogation Claim Reports as of September 30, 2008. (Section 551.071, T.G.C.)
- I)** Consultation with City Attorney relating to Master Lease Agreement to establish a Dual Customs Facility. (Section 551.071, T.G.C.)

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 3:43 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, November 10, 2008** at 2:30 pm at the McAllen City Hall, Third (3rd) Floor Commission Chambers, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas, Commissioner John Ingram, Commissioner Jim Darling

Absent: Commissioner Aida Ramirez

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Secretary Perla Zamora, Planning Director Juli Rankin, Deputy City Attorney Ignacio Perez, Library Director Jose Gamez, City Engineer Yvette Barrera, Designer Victor Gonzalez, City Architect Theresa Morales

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO NOVEMBER 10, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

Concerns were expressed relating to items 1B, 1E, 2E and 3A of the regular meeting agenda.

2. DISCUSSION AND CONSIDERATION OF COLLECTION OF ART FOR ROUNDABOUT ON MAIN AND AUBURN STREETS.

Staff made a presentation on the Art Roundabout on Main and Auburn Streets. The following options were presented:

- Roundabout Public Art @ Main and Auburn
- Sculptures at North Main and Maple
- Sculpture of work in-progress
- Set of Three Sun Sculptures

Questions and concerns were discussed. Staff answered questions posed by the City Commission. Mayor Cortez and City Commission thanked staff for the presentation.

3. UPDATE ON BICENTENNIAL EXPANSION PROJECT.

Staff gave an update on the status of the Bicentennial Expansion Project. Staff discussed the following topics:

- Nolana to Trenton
- Trenton to 107

Questions and concerns were discussed. Staff answered questions posed by the City Commission. Mayor Cortez and City Commission thanked staff for the presentation.

4. REPORT ON 17TH STREET.

Staff made a presentation on the New Years Eve Bash – December 31, 2008. Concerns were expressed as to complaints from the downtown merchants. Questions and concerns were discussed. Staff answered questions posed by the City Commission. Mayor Cortez and City Commission thanked staff for the presentation.

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

- A) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- B) CONSULTATION WITH CITY ATTORNEY REGARDING NEW LAWSUIT: CAUSE NO. C-2543-08-D; STEVE MAHAN, SYLVIA MAHAN, AND JULIAN LOPEZ CONSTRUCTION, INC. VS. CITY OF MCALLEN ZONING BOARD OF ADJUSTMENTS & APPEALS. (SECTION 551.071, T.G.C.)**
- C) CONSULTATION WITH CITY ATTORNEY REGARDING CAUSE NO. C-902-01-F; MICHAEL ZELLERS, ET AL. VS. CITY OF MCALLEN ET AL. (SECTION 551.071, T.G.C.)**
- D) CONSULTATION WITH CITY ATTORNEY RELATING TO THE USE OF BALL FIELDS FOR PROFESSIONAL SPORTS. (SECTION 551.071, T.G.C.)**

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 3:35 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, November 24, 2008** at 2:30 pm at the McAllen City Hall, Third (3rd) Floor Commission Chambers, with the following present:

Present: Mayor Richard Cortez, Mayor Pro Tem Marcus C. Barrera, Commissioner Scott Crane, Commissioner Hilda Salinas, Commissioner John Ingram

Absent: Commissioner Aida Ramirez, Commissioner John Ingram, Commissioner Jim Darling

Staff present: City Manager Mike Perez, City Attorney Kevin Pagan, Deputy City Manager Brent Branham, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, Deputy City Secretary Perla Zamora, Planning Director Juli Rankin, Deputy City Attorney Ignacio Perez, Library Director Jose Gamez, City Engineer Yvette Barrera, Designer Victor Gonzalez, City Architect Theresa Morales

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO NOVEMBER 24, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

There were no questions relating to the November 24, 2008 regular meeting agenda.

2. UPDATE ON NEW MAIN LIBRARY.

Staff made a presentation on the schematic design for the new main library. Questions and concerns were discussed. Staff answered questions posed by the City Commission.

Mayor Cortez and City Commission thanked staff for the presentation.

3. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

- 1. DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- 2. CONSULTATION WITH CITY ATTORNEY RELATING TO THE USE OF BALL FIELDS FOR PROFESSIONAL SPORTS. (SECTION 551.071, T.G.C.)**
- 3. CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS COMP/LOSS RUN REPORT AS OF OCTOBER 31, 2008. (SECTION 551.071, T.G.C.)**
- 4. CONSULTATION WITH CITY ATTORNEY RELATING TO 2007-2008 LITIGATION AUDIT REPORT. (SECTION 551.071, T.G.C.)**
- 5. CONSULTATION WITH CITY ATTORNEY RELATING TO MASTER LEASE AGREEMENT TO ESTABLISH A DUAL CUSTOMS FACILITY. (SECTION 551.071,**

T.G.C.)

- 6. DISCUSSION AND POSSIBLE ACTION – CONSIDER THE PURCHASE OF LOT 9 BLOCK 62, ORIGINAL TOWN SITE OF MCALLEN. (SECTION 551.072, T.G.C.)**
- 7. DISCUSSION AND POSSIBLE ACTION – CONSIDER THE SALE OF A PORTION OF LOT 8, CONVENTION CENTER SUBDIVISION. (SECTION 551.072, T.G.C.)**

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 3:05 p.m.

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, December 8, 2008**, at 2:00 pm at McAllen City Hall, Third (3rd) Floor Commission Chambers, with the following present:

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

Absent: Commissioner John Ingram

McAllen Public Utility Board present: Chairman Charles Amos, Vice Chairman Tony Aguirre, Trustee Roger Garza, Ex-Officio member/Commissioner Scott Crane

Absent: Trustee Pebley

Staff: City Manager Mike R. Perez, Deputy City Manager Brent Branham, Assistant City Manager/PUB General Manager Roy Rodriguez, Assistant City Manager Pilar Rodriguez, City Secretary Annette Villarreal, City Engineer Yvette Barrera, Director of Traffic Operations Eduardo Mendoza, Deputy City Secretary Perla Zamora, Utility Board Secretary Nyla Flatau, Assistant City Attorney Aaron Leal, Deputy City Engineer Ramon Navarro

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PRESENT QUESTIONS TO STAFF RELATING TO DECEMBER 8, 2008 REGULAR MEETING AGENDA, TO BE ADDRESSED AT SUCH MEETING.

There were no questions relating to the Regular Meeting agenda.

2. TRAFFIC UPDATE.

Staff gave a traffic update noting that their focus is to provide an efficient and coordinated traffic signal system. Several corridors and intersections were discussed.

3. JOINT MEETING WITH MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES:

Chairman Amos called the meeting to order on behalf of the Utility Board.

A) CONDUCT INTERVIEWS FOR EMPLOYEE BENEFITS CONSULTANT.

Interviews were conducted for Employee Benefits Consultant. Each firm was allowed a few minutes to make a presentation highlighting their respective qualifications, experience and accomplishments. The three firms interviewed were: Wortham Insurance & Risk Management, Crest Benefits Consulting/JDW Insurance, and Holmes Murphy & Associates, Inc.

A Question and Answer Session was held after each presentation. Mayor Cortez thanked each of the representatives for their respective presentations.

B) AWARD OF CONTRACT - EMPLOYEE BENEFITS CONSULTANT.

Staff recommended that the firms be ranked by the City Commission and PUB. Those rankings were submitted to the City Attorney to review. After review and evaluation, the City Attorney recommended that the contract be awarded to Holmes Murphy & Associates.

Vice Chairman Aguirre moved to award a contract to Holmes Murphy & Associates. Trustee Garza seconded the motion. The motion carried unanimously by those present.

Commissioner Ingram moved to award a contract to Holmes Murphy & Associates. Commissioner Salinas seconded the motion. The motion carried unanimously by those present.

END OF JOINT MEETING WITH MPUB

There being no other business to come before the Public Utility Board, the joint meeting was adjourned at 2:55 pm.

4. DISCUSSION OF THOROUGHFARE PLAN.

Staff reviewed the recommendations from the Mobility Subcommittee for amendments to the Thoroughfare Plan. Twelve corridors were reviewed and discussed at length.

A Question and Answer Session was held.

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

Mayor Cortez recessed the meeting at 3:20 pm to go into Executive Session. Mayor Cortez reconvened the meeting at 4:00 pm and announced that any action to be taken on Executive Session items would be taken during the Regular Meeting later in the evening.

- A) DISCUSSION AND POSSIBLE ACTION RELATING TO ECONOMIC INCENTIVES FOR PROJECT GOLD STAR. (SECTION 551.087, T.G.C.)**
- B) CONSULTATION WITH CITY ATTORNEY RELATING TO THE USE OF BALL FIELDS FOR PROFESSIONAL SPORTS. (SECTION 551.071, T.G.C.)**
- C) CONSULTATION WITH CITY ATTORNEY RELATING TO THE MASTER LEASE AGREEMENT TO ESTABLISH A DUAL CUSTOMS FACILITY. (SECTION 551.071, T.G.C.)**
- D) CONSULTATION WITH CITY ATTORNEY REGARDING LEGAL CLAIM FROM BILL FITZGIBBONS. (SECTION 551.071, T.G.C.)**
- E) DISCUSSION AND POSSIBLE ACTION – CONSIDER INCENTIVES FOR SALE OF LOT 6, CONVENTION CENTER SUBDIVISION TO LAREDO SKYLINE, LTD. (SECTION 551.087, T.G.C.)**

ADJOURNMENT

There being no other business to come before the boards, the meeting was adjourned at 4:00 p.m.



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Grant Administration Director 
Date: October 8, 2013
Subject: 2013 State Homeland Security Program – Sub-Recipient Agreements

GOAL: Consider approval and acceptance of grant funds under two Sub-Recipient Agreements from the Texas Department of Public Safety under the Fiscal Year 2013 State Homeland Security Program.

BRIEF EXPLANATION OF THE ITEM:

Grant Administration seeks approval of two Sub-Recipient Agreements from the Texas Department of Public Safety under the FY 2013 State Homeland Security Program in the total amount of \$132,850.12. Awarded funds will provide for the installation of communication infrastructure at the Harlingen, Olmito, Linn, and Raymondville radio tower sites. This project will improve the Regional Radio System and will improve the City of McAllen's ability to communicate with neighboring jurisdictions during an emergency. There is no local match required under these Agreements. The period of performance begins November 4, 2013 and extends through January 30, 2015.

OPTIONS:

Option 1 - Approve the acceptance of the Sub-Recipient Agreements, allowing the City to receive grant funding for the purchase of equipment to enhance the City's service operations and regional radio capacity.

Option 2 - Do not approve the acceptance of the Sub-Recipient Agreements and lose grant funds to leverage the City's service operations and meet regional radio capacity.

RECOMMENDATION: Staff recommends approval of the FY 2013 State Homeland Security Program Sub-Recipient Agreements.

Standardized Recommendation Form

City Commission X
Utility Board _____
Other Board _____

Agenda Item 2C
Date Submitted 10/08/13
Meeting Date 10/14/13

1. Agenda Item: Service Contract for Trimming & Peeling of Tall Palm Trees
 Project No. 09-13-S70-64

2. Party Making Request: Parks & Recreation

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Request authorization to award a Service Contract for Trimming & Peeling of Tall Palm Trees to the low bidder, Rodz Lawn Care & Landscaping from McAllen, Texas at the unit prices as outlined on the attached bid tabulation. If approved contract term shall be for a period of one (1) year with the option to extend for two (2) additional years in one (1) year increments with City Manager approval if the performance of the vendor is satisfactory and the unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected service(s) to the next low bidder, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes No N/A
Bid Amount: \$ 83,185.00 Budgeted Amount: \$ 116,975.00
Under Budget: \$ Over Budget: \$
Amount Remaining: \$ 33,790.00
If over budget how will it be paid for: N/A

6. Alternate option/costs: N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) S. Gavlik, Director of Parks & Rec.	<u> SG </u>	<u> 10/7/13 </u>	<u> </u>
b.) S. Zamora, CPM, Dir. of Purchasing	<u> ec/sz </u>	<u> 10/07/13 </u>	<u> </u>
c.) B. Brenham, Dep. City Manager	<u> BB </u>	<u> 10/07/13 </u>	<u> yes </u>

8. Staff's Recommendation: Allow staff to proceed in contracting with Rodz Lawn Care & Landscaping as depicted in Item 3.

Advisory Board: Approved Disapproved None

City Attorney: KP Approved Disapproved None

Manager's Recommendation: MRP Approved Disapproved None

MEMORANDUM

To: Mike Perez, City Manager

From: Sally Gavlik, Director of Parks & Recreation *SG*

Subject: Project No.: 09-13-S70-64 Service Contract for the Trimming & Peeling of Tall Palm Trees

Date: October 4, 2013

GOAL: Request authorization to award a Service Contract for Trimming & Peeling of Tall Palm Trees to the low bidder, Rodz Lawn Care & Landscaping from McAllen, Texas at the unit prices as outlined on the attached bid tabulation. If approved contract term shall be for a period of one (1) year with the option to extend for two (2) additional years in one (1) year increments with City Manager approval if the performance of the vendor is satisfactory and the unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected service(s) to the next low bidder, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.

EXPLANATION: On September 11, 2013, bids were opened for a Service Contract to trim and peel approximately 3,190 palms in city parks, at municipal facilities and along rights-of-ways throughout McAllen. Five (5) vendors submitted bids ranging from \$15.00 to \$74.50 per Washingtonia Palm. Additionally bids were requested for trimming and peeling of palms that have never been trimmed or peeled. Bids ranged from \$3.25 to \$7.00 per trunk foot. A separate price was requested for the trimming and peeling of Sabal Palms as well. These prices ranged from \$20.00 to \$74.50 per palm. Prices ranged for Sabal Palms that have never been trimmed or peeled from \$3.75 - \$15.00 per trunk foot.

The low bidder, Rodz Lawn Care & Landscaping from McAllen Texas bid a cost of \$15.00 per palm and a cost of \$7.00 per trunk foot for peeling only where needed and approved by Staff. Though Rodz's price of \$20.00 for the trimming of Sabal Palms was equal to that of Maldonado and the peeling price of \$12.00 per trunk foot was higher than Maldonado's low price of \$3.75, dividing this contract wouldn't be cost productive to award or to supervise because these Sabal Palms represent approximately 5% of palms on McAllen Properties.

HISTORY:

Last 12-month Period:	Projected expense:
\$72,893.50	\$83,185.00

OPTIONS

1. Award a Service Contract to the low bidder, Rodz Lawn Care & Landscaping from McAllen, Texas as depicted in "Goal" area.
2. Disapprove staff's recommendation and direct staff as to course of action to follow.

RECOMMENDATION

Staff recommends Option No. 1

Bid Opening: September 11, 2013 at 4:00 PM

Location: Conference Room (2nd floor) McAllen City Hall

Project: 09-13-S70-64 Service Contract for Trimming & Peeling of Tall Palm Trees

NO.	DESCRIPTION	UOM	PREVIOUS SERVICED QUANTITIES	PREVIOUS PRICING	★ RODZ LAWN CARE AND LANDSCAPING MCALLEN, TX	MALDONADO LA FERIA, TX	HLS LANDSCAPE PROFESSIONALS LA FERIA, TX	OSCAR FLORES DBA TREE PALMS TRIMMING PALMVIEW, TX	** CANTU TREE TRIMMING SERVICES
					★ \$15.00				
1	TRIM & PEEL PALMS (WASHINGTON ROBUSTA PALMS)	EA	1928	\$14.50	★ \$15.00	\$20.00	\$35.00	\$24.50	\$74.50
2	TRIM & PEEL ONLY FOR PALMS THAT HAVE NOT BEEN PREVIOUSLY PEELED/TRIMMED (WASHINGTON ROBUSTA PALMS)	EA	2133	\$19.00	★ \$25.00	\$25.50	\$45.00	* \$31.50	\$124.50
3	PEELING/TRUNK FOOT (WASHINGTON ROBUSTA PALMS)	FT	0	\$4.50	★ \$7.00	\$3.25	\$6.50	\$7.00	\$3.25
4	TRIM & PEEL PALMS (SABAL TEXANA PALMS)	EA	0	\$14.50	★ \$20.00	\$20.00	\$23.50	\$35.00	\$74.50
5	TRIM & PEEL ONLY FOR PALMS THAT HAVE NOT BEEN PREVIOUSLY PEELED/TRIMMED (SABAL TEXANA PALMS)	EA	0	\$19.00	★ \$30.00	\$25.50	\$30.00	\$45.00	\$124.50
6	PEELING/TRUNK FOOT (SABAL TEXANA PALMS)	FT	0	\$4.50	★ \$12.00	\$3.75	\$8.50	\$15.00	\$3.25
ELECTRONIC SUBMITTAL :					YES	YES	YES	YES	YES
HARD COPY SUBMITTAL :					YES	YES	YES	YES	YES

* That price added per year that it hasn't been trimmed.

** Once order is received service can be delivered within 4 days.

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD X
OTHER (Audit/Investment Committee)

AGENDA ITEM 2D
DATE SUBMITTED 10/07/2013
MEETING DATE 10/14/2013

1. Agenda Item: Approval of amendment to the City’s Investment Policy
2. Parties Making Request: Investment Officers: Mike R. Perez, City Manager; Roel Rodriguez, P.E., General Manager; Jerry W. Dale, Finance Director; Melba D. Carvajal, Director of Finance for Utilities
3. Nature of Request: (Brief Overview) Attachments: X Yes No
Attached is a proposed amendment to the City’s Investment Policy for your review and approval. The policy has been amended to allow for mutual funds as an authorized investment as allowed under the Public Funds Investment Act. The Audit and Investment Committee met on September 26, 2013 and recommended approval of the Investment Policy as amended.
4. Policy Implication Required by law
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 YES/NO</u>
a.) Mike R. Perez City Manager	<u>MRP</u>	<u>10/09/2013</u>	<u>YES</u>
b.) Roel Rodriguez , P.E. General Manager	<u>RR</u>	<u>10/09/2013</u>	<u>YES</u>
c.) Jerry W. Dale Finance Director	<u>JWD</u>	<u>10/09/2013</u>	<u>YES</u>
c.) Melba D. Carvajal Director of Finance for Utilities	<u>MDC</u>	<u>10/09/2013</u>	<u>YES</u>

8. Staff Recommendation: Audit & Investment Committee recommends approval.
9. Advisory Board: Approved Disapproved None
10. City Attorney: KP Approved Disapproved None
11. Manager's Recommendation: MRP Approved Disapproved None
12. Action Taken: _____

RESOLUTION NO. 2013-_____
P.U.B. RESOLUTION NO. 2013-_____

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

WHEREAS, the City of McAllen, by and through its Board of Commissioners (hereinafter referred to as "City") is required to maintain a formally approved investment policy under the provisions of the Public Funds Investment Act of 1988 (hereinafter referred to as "The Act"); and

WHEREAS, the City has previously adopted an investment policy to meet the investment opportunities of the City; and

WHEREAS, in conjunction with the adoption of this Resolution, the Board of Commissioners has reviewed the Investment Policy and the investment strategies carried out under such Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, AND THE McALLEN PUBLIC UTILITY BOARD OF TRUSTEES OF THE CITY OF McALLEN, TEXAS THAT:

The City of McAllen/Public Utility Board/McAllen-Hidalgo International Toll Bridge/Development Corporation, Inc. Investment Policy attached hereto as Exhibit "A" and made a part hereof for all purposes and the investment strategies set out therein and carried out thereunder, has been reviewed as is annually required by law and is hereby approved with the amendments as set out therein in accordance with the 2013/2014 Investment Policy attached hereto as Exhibit "A."

CONSIDERED, PASSED and APPROVED this ___ day of October, 2013, at a meeting of the Board of Commissioners of the City of McAllen, Texas, and the McAllen Public Utility Board of Trustees of the City of McAllen, Texas, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

SIGNED this _____ day of October, 2013.

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

MCALLEN PUBLIC UTILITY

By: _____
Charles Amos, Chairman

ATTEST:

Nyla L. Flatau, Board Secretary

APPROVED AS TO FORM:

Kevin D. Pagan, City Attorney

ANNUAL REVIEW INVESTMENT POLICY

City of McAllen (CITY)

Public Utility Board (PUB)

McAllen-Hidalgo International Toll Bridge (BRIDGE)

Development Corporation of McAllen (CORP.)

DRAFT

INVESTMENT POLICY

**City of McAllen (CITY)
Public Utility Board (PUB)
McAllen-Hidalgo International Toll Bridge (BRIDGE)
Anzalduas International Crossing (ANZALDUAS)
Development Corporation of McAllen, Inc. (CORP.)**

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of McAllen/McAllen Public Utility Board/McAllen-Hidalgo International Toll Bridge/Anzalduas International Crossing/Development Corporation of McAllen, Inc. (hereinafter referred to collectively as "City") in order to achieve the goals of safety, liquidity and yield for all investment activity. The City shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains portfolios that utilize five specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategy for operating funds has as the primary objective to assure the anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality short-to-intermediate-term securities. The dollar weighted average maturity shall be calculated in accordance with GASB requirements.
- B. Investment strategy for bond debt service fund(s) shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the next unfunded bond debt service payment date.
- C. Investment strategy for bond reserve fund(s) shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the Bond Ordinance specific to an individual issue, of short-to-intermediate-term maturities.
- D. Investment strategy for capital projects funds portfolios will have as the primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

- E. Investment strategy for customer deposit funds shall have as the primary objective the assurance of investment liquidity adequate to cover the return of deposit to customers or its application to balances due. Securities purchased shall not have a stated final maturity date which exceeds two (2) years.

SCOPE

The Investment Policy applies to activities of the City with regard to investing the financial assets of all funds, including the following:

Operating Funds

- General Fund (Including PEG Account)
- Development Corp. Fund (Operating Portion)
- Downtown Services Fund
- Water Fund
- Sewer Fund
- Palmview Golf Course Fund
- Sanitation Fund
- McAllen International Civic Center Fund
- McAllen International Airport Fund
- Transit System Fund
- Bus Terminal Fund
- McAllen International Toll Bridge Fund
- Anzalduas International Crossing
- Internal Service Fund
- Fleet/Materials Management Fund
- Employee Benefits Fund (Employee's Health Insurance Fund)
- Retiree Health Insurance Fund
- General Insurance Fund
- Hotel Occupancy Tax Fund (a conduit fund)
- Hotel Project Venue Fund
- * Grant Funds (operating portion)
- EB-5 Regional Center Fund

Bond Debt Service Funds

- Development Corp. Debt Service Fund
- Debt Service Fund (General Obligation)
- Water Debt Service Fund
- Sewer Debt Service Fund
- Sewer Debt Service 2010 (TWDB) Fund
- McAllen International Toll Bridge Debt Service Fund
- McAllen International Toll Bridge System Revenue Bonds, Series 2007A
- McAllen International Toll Bridge System Revenue Bonds, Series 2007B
- McAllen International Toll Bridge Contingency Fund

Bond Reserve Funds

Sewer Bond Reserve Fund
McAllen International Toll Bridge Bond Contingency Fund
Anzalduas International Crossing Contingency Fund

Capital Project Funds

Development Corp. Fund (Capital Portion)
Park Land Zone Funds
Capital Improvements Fund
Airport Capital Improvement Fund
Civic Center Depreciation Fund
Anzalduas Crossing Capital Improvement Fund
Convention Center Capital Improvement Fund
Water Revenue Bond Construction Funds
Sewer Revenue Bond Construction Funds
Water Depreciation Fund
Water Capital Improvement Fund
Sewer Depreciation Fund
Sewer Capital Improvement Funds
McAllen International Toll Bridge Capital Improvement Fund
General Depreciation Fund
Certificates of Obligation, Series 2010 – Library Construction Fund
Certificates of Obligation, Series 2010 – Boeye Reservoir Construction Fund
* Grant Funds (capital portion)
Passenger Facility Charge Fund
Developer's Escrow Fund
Information Technology Fund
Sanitation Depreciation Fund
Palmview Golf Course Depreciation Fund

Customer Deposit Fund

Water
Sewer
Sanitation

* Grant Funds currently includes Miscellaneous Government Grant Funds, and Airport Grant Fund. Funds expressly exempt from investment activities may not be subject to this policy (i.e., Community Development Block Grant (CDBG)).

OBJECTIVES

The City shall manage and invest its cash with three objectives, listed in order of priority: Preservation and Safety of Principal, Liquidity, and Yield. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local Law.

The City shall maintain a comprehensive cash management program that includes collection of accounts

receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to increase cash availability and interest earnings on short-term investment of idle cash.

Preservation and Safety of Principal

The primary objective of the City investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The City investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield

The City cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

RESPONSIBILITY AND CONTROL

Investment Committee

An Investment Committee, consisting of the audit committee members appointed by the City Commission and Public Utility Board will meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Delegation of Authority and Training

Authority to manage the City investment program is derived from a resolution of the City. Those authorized by said resolution are designated as investment officers of the City and in conjunction with the audit and investment committee, are responsible for investment decisions and activities. The Finance Director shall establish written procedures for the operation of the investment program consistent with this investment policy. The Finance Director and the investment officers shall attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer and containing at least 10 hours of instruction relating to the officer's responsibility under the Act within 12 months after assuming duties and any other requirements of the Act. The Finance Director and the investment officers shall also attend such investment training sessions not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the consecutive fiscal years after that date.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that the objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Clear delegation of authority to subordinate staff members.
- E. Avoidance of physical delivery securities.
- F. Written confirmation for telephone (voice) transactions for investments.
- G. Development of a wire transfer agreement with the depository bank or third party custodian.
- H. Establishment of procedures to monitor rating changes in investments acquired with city funds and the liquidation of such investments consistent with the provisions of Section 2256.021, Government Code.

Prudence

The standard of prudence to be applied by the investment officers shall be the "prudent investor" rule, which states: "Investments shall be made by following the objectives of this policy and with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the investment officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the officers had responsibility and not necessarily consideration as to the prudence of a single investment.
- B. Whether the investments decision was consistent with this policy.

The investment officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City any material interests in financial institutions that conduct business with the City, and they shall further disclose positions that could be related to the performance of the City portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchase and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

REPORTING

Quarterly Reporting

The Finance Director shall submit a quarterly investment report signed by the investment officers that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

Annual Report

Within 60 days of the end of the fiscal year, the Finance Director shall present an annual report on the investment program and investment activity. The report may be presented as a component of the fourth quarter report to the City.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be provided to the City. The report will include the following:

- A. A listing of individual securities held at the end of the reporting period.

- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- C. Additions and changes to the market value during the period.
- D. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- E. Listing of investments by maturity date.
- F. The percentage of the total portfolio that each type investment represents.
- G. Statement of compliance of the City investment portfolio with State Law and the investment strategy and policy approved by the City.

INVESTMENT PORTFOLIO

Investments

Assets of the City may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended:

- I. Authorized
 - A. U.S. Treasury obligations and government agency securities, specifically, those issued by the Federal Home Land Bank, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Federal Farm Credit Bank, excluding mortgage-backed securities.
 - B. Collateralized deposits, including Certificates of Deposit of state and national banks domiciled in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations described in A above.

In addition to the authority to invest funds in certificates of deposit, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

- (1) the funds are invested by an investing entity through:
 - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025, Government Code; or
 - (b) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under

Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker/dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity.

C. Local government investment pools of political subdivisions in the State of Texas that invest in instruments and follow practices allowed by current law and that maintains as an investment objective a \$1.00 net asset value.

D. Mutual Funds

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
- (3) has a dollar-weighted average stated maturity of 90 days or fewer; and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with the Securities and Exchange Commission;
- (2) has an average weighted maturity of less than two years;
- (3) is invested exclusively in obligations approved by this subchapter;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in

Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

II. Not Authorized

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Holding Period

The City intends to match the holding periods of investment funds with liquidity needs of the City. The maximum final stated maturity of any investment shall not exceed seven years and it is further provided that any stated maturity over five years must be approved by the investment committee and no more than ten per cent of the total investment portfolio may have a stated maturity exceeding five years.

Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.

SELECTION OF BANKS AND DEALERS

Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). A review of the City's depository contract shall be made at least every three years and all depository agreements for a term of longer than

three years, shall contain a provision that the City may terminate the agreement at its sole discretion at the expiration of three years. In selecting a depository, the credit worthiness of institutions may be considered.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Finance Director.

Securities Dealers

The City's Audit and Investment Committee shall approve those dealers through whom the City buys or sells securities. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments based upon improper recommendations. All securities dealers shall provide the City with references from public entities, which they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- 1) Audited financial statements
- 2) Proof of National Association of Security Dealers (NASD) certification
- 3) Proof of state registration
- 4) Completed broker/dealer questionnaire
- 5) Certification of having read the City investment policy signed by a registered principal of the organization
- 6) Acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investments transactions conducted between the City and the organization

SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits including certificates of deposit shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. The Finance Director or a third party financial institution shall maintain evidence of the pledged collateral. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City shall accept only the following securities as collateral:

- A. FDIC insurance coverage.
- B. U.S. Treasury obligations and government agency securities, specifically, those issued by the Federal Home Land Bank, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Federal Farm Credit Bank, excluding mortgage-backed securities.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the Trustee received the correct security. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City ownership of or explicit claim on the securities. The original copy of the safekeeping receipts shall be delivered to the City

INVESTMENT POLICY ADOPTION

The City investment policy shall be adopted by resolution of the City Commission/ PUB/Bridge/Corp. The Investment Committee shall review the policy for effectiveness on an annual basis and any modification will be recommended for approval to the City.

GLOSSARY
Of
COMMON TREASURY TERMINOLOGY

Agencies:	Federal agency securities.
Asked:	The price at which securities are offered.
Bid:	The price offered for securities.
Broker:	A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market brokers are active in markets in which banks buy and sell money and in interdealer markets.
Certificate of Deposit (CD):	A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.
Collateral:	Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public monies.
Coupon:	(a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.
Dealer:	A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.
Debenture:	A bond secured on by the general credit of the issuer.
Delivery versus Payment:	There are two methods of delivery of securities; delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.
Discount:	The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original price shortly after sale also is considered to be at a discount.

Discount Securities:	Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.
Diversification:	Dividing investment funds among a variety of securities offering independent returns.
Federal Credit Agencies:	Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.
Federal Deposit Insurance Corporation (FDIC):	A federal agency that insures bank deposits, currently up to \$100,000 per deposit.
Federal Funds Rate:	The rate of interest at which Fed funds are traded. The Federal Reserve through open-market operations currently pegs this rate.
Federal Home Loan Banks (FHLB):	The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.
Federal National Mortgage Association (FNMA):	FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder corporation. The corporation purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.
Federal Open Market Committee (FOMC):	Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve is a permanent member while the other presidents serve on a rotating basis. The committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.
Government National Mortgage Association (GNMA of Ginnie Mae):	Securities guaranteed by GNMA are issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions.

Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

- Liquidity:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.
- Local Government Investment Pool (LGIP):** The aggregate of all funds from political subdivisions that are placed in a common pool for investment and reinvestment.
- Market Value:** The price at which a security is trading and could presumably be purchased or sold.
- Master Repurchase Agreement:** To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.
- Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- Money Market:** The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.
- Open Market Operations:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.
- Portfolio:** Collection of securities held by an investor.
- Primary Dealer:** A group of government securities dealers that submit daily reports of

market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities brokers-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances the prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Depository Protection Commission to hold public deposits.

Rate of Return: The yield obtained on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use REPOs extensively to finance their positions. Exception: When the Fed is said to be doing REPOs, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three

months, six months, and one year.

Treasury Bonds:

Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes:

Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Yield:

The rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 2E </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10/07/13 </u>
OTHER	<u> </u>	MEETING DATE	<u> 10/14/13 </u>

1. **Agenda Item:** Approval of PlainsCapital Bank as the Depository Bank for the City of McAllen

2. **Parties Making Request:** Mike R. Perez, City Manager, Roel Rodriguez, P.E., General Manager, Jerry W. Dale, Finance Director, Melba D. Carbajal, Director of Finance for Utilities.

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
At the September 26, 2013 meeting of the Audit and Investment Committee, the Committee recommended approval to the City Commission and McAllen Public Utility Board for PlainsCapital Bank to serve as the City's depository bank upon PlainsCapital Bank's acquisition of First National Bank.

4. **Policy Implication** Required by law.

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>
			<u>YES/NO</u>
a). Mike R. Perez City Manager	<u> MRP </u>	<u> 10/09/13 </u>	<u> YES </u>
b). Roel Rodriguez, P.E. General Manager/Asst City Manager	<u> RR </u>	<u> 10/09/13 </u>	<u> YES </u>
c). Jerry W. Dale Finance Director	<u> JWD </u>	<u> 10/09/13 </u>	<u> YES </u>
c). Melba D. Carbajal Director of Finance for Utilities	<u> MDC </u>	<u> 10/09/13 </u>	<u> YES </u>

8. **Staff Recommendation:** Audit Committee recommends report be accepted.

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

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

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

12. **Action Taken:** _____

Memo

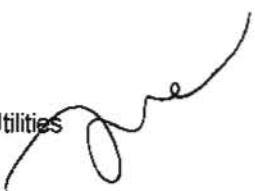
To: Mike R. Perez, City Manager
Roel Rodriguez, P.E., General Manager
Kevin Pagan, City Attorney
Jerry Dale, Finance Director

From: Melba Carvajal, Director of Finance for Utilities

cc:

Date: October 7, 2013

Re: Depository Bank Contract



At the September 26, 2013 meeting of the Audit and Investment Committee, the Committee recommended approval to the City Commission and McAllen Public Utility Board for PlainsCapital Bank (PCB) to serve as the City's depository bank due to PCB's acquisition of First National Bank.

Please do not hesitate to call me at extension 1632, should you have any questions regarding the above.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
ANZALDUAS BRIDGE

AGENDA ITEM 2f
DATE SUBMITTED 09/30/13
MEETING DATE 10/07/13

1. Agenda Item: **CHANGE ORDER #1 – Firemans Park Lake Liner, Project # 05-13-C18-239**

2. Party Making Request: Engineering Department

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

Request that the City Commission consider Change Order #1 Fireman’s Park Lake Liner project. This change order provides 1) adjustment to number of contract days to offset lost working days due to weather conditions.

4. Policy Implication: none

5. Budgeted: X Yes No N/A

Funding Source: 300-8708-436.66-36 ID1107

Original Contract	\$ 212,512.18 (100.0%)	30 working days
Previous Change Orders	\$ 0.00 (0.00%)	0 days
This Change Order	\$ (0.00) (0.00%)	13 working days
Total Contract	\$ 212,512.18 (100.00%)	43 working days

6. Alternate Option/Costs None

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>R. Rodriguez, PE, Asst. City Manager</u>	<u> RR </u>	<u>10/01/13</u>	<u> YES </u>
b.)	<u>Yvette Barrera, P.E., CFM, City Engineer</u>	<u> YB </u>	<u>09/30/13</u>	<u> YES </u>
c.)	<u>Jerry Dale, CPA, Director of Finance</u>	<u> JD </u>	<u>10/01/13</u>	<u> YES </u>
d.)	<u>S. Zamora, CPM Director of Purchasing & Contracting</u>	<u> SZ </u>	<u>09/30/13</u>	<u> YES </u>

8. Staff Recommendation: **Approve Change Order #1 for Fireman’s Park Lake Liner to increase contract time by 13 working days with no adjustment to the contract amount of \$212,512.18.**

9. Advisory Board: Approved Disapproved None


10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer 

Date: September 30, 2013

Subject: **Change Order #1 – Firemans Park Lake Liner**
Project No. 05-13-C18-239

Goal

Consider and approve Change Order #1 to the existing contract.

Explanation

Item #1 – Adjustment to Number of Contract Days due to Weather Conditions: During the construction process the project site was subjected to 15 days of rain that resulted in the loss of 13 working days during this period.

Recommendation

Based upon review by this office, approval of Change Order #1 is recommended to the contractor, **Rovan Texas LLC**, for an increase/(decrease) in contract time of 13 days with no adjustment to the contract amount.

The adjusted overall contract amount will remain unchanged at \$212,512.18. Contract time shall be adjusted from 30 working days to **43 working days**. The date of completion will be adjusted from October 2, 2013 to **October 21, 2013**.

Rainfall Events

	AUG	SEPT	OCT	NOV	DEC
1		0.00			
2		0.00			
3		1.10			
4		0.00			
5		0.00			
6		0.00			
7		0.00			
8		0.67			
9		0.54			
10		0.08			
11		0.06			
12		0.01			
13		0.19			
14		0.13			
15		0.23			
16		0.76			
17		1.95			
18		0.35			
19		0.07			
20		0.10			
21		0.01			
22		0.00			
23		0.00			
24		0.00			
25		0.00			
26		0.00			
27		0.00			
28		0.00			
29	0.00	0.00			
30	0.00				
31					
TOTALS		6.25			

NOTE: All rainfall data from CoCoRaHS (Community Collaborative Rain, Hail & Snow) website, data collection station HDL-18. Add data based on readings taken between 7:00 am and 8:00 am on day of reporting, therefore data reflects rainfall from prior 24 hour period.

 INDICATES SUNDAY

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 2g
 DATE SUBMITTED 10/01/13
 MEETING DATE 10/14/13

1. Agenda Item: Change Order No. 1 and Final Reconciliation of Quantities - 2013 Pavement Fog Seal --PROJECT NO. 07-13-C24-167

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Consideration and approval of change order No. 1 and final reconciliation of quantities

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

5. Budgeted: X Yes No N/A

Funding Source: 011-3022-435.65-15

Original Contract	\$	214,081.35	
Change Order No. 1 & FRQ	\$	3,978.54	1.9%
Revised Contract	\$	218,059.89	101.9%

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> 9/30/13 </u>	<u> yes </u>
b.) J. Dale, CPA, Finance Director	<u> JD </u>	<u> 10/1/13 </u>	<u> yes </u>
c.) R. Rodriguez, PE, General Manager Assistant City Manager	<u> RR </u>	<u> 10/1/13 </u>	<u> Y </u>
d.) S. Zamora, Director of P&C	<u> SZ </u>	<u> 9-30-13 </u>	<u> yes </u>

8. Staff Recommendation: Approval of change order no. 1 and final reconciliation of quantities in the add amount of \$3,978.54 for a total revised contract amount of \$218,059.89 and 10 working days

9. Advisory Board: Approved Disapproved None


10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer 

Date: October 1, 2013

Subject: **Change Order #1 and Final Reconciliation of Quantities– 2013 Pavement Fog Seal Project No. 07-13-C24-167**

Goal

To approve change order #1 and final reconciliation of quantities for the 2013 Pavement Fog Seal project.

Explanation

On August 12, 2013 the City Commission approved the award of contract for the 2013 Pavement Fog Seal project to Cholla Pavement Maintenance. Change order #1 is to include the area of the new development center the City is currently remodeling at 15th St and Cedar Ave and to reconcile quantities. The application of the TRMSS product will cover up the existing parking lot striping, allowing the City to restripe the parking lot in a more advantageous pattern. All work has been completed.

A detailed itemization of reconciled items is attached for your review.

Options

Approve or disapprove Change Order No. 1 and Final Reconciliation of Quantities.

Recommendation

Based on review by this office, approval of Change Order No. 1 and final reconciliation of quantities in the add amount of \$3,987.54 for a total revised contract amount of \$218,059.89 is recommended **Cholla Pavement Maintenance** from Apache Junction, Arizona.



Project: 07-13-C24-167 2013 PAVEMENT FOG SEAL

ITEM	DESCRIPTION	Unit	Unit Price	Original Contract		Change Order No. 1 & FRQ		Revised Contract	
				Qty	Sub-Total	Qty	Sub-Total	Qty	Sub-Total
1	BASE BID: Tire Rubber Modified Surface Sealer application per Specification 09106 "Tire Rubber Modified Surface Sealer"	SY	\$0.93	230195	\$214,081.35	4278	\$3,978.54	234473	\$218,059.89

Original Contract \$214,081.35
 CO 1 & FRQ \$3,978.54
 Revised Contract \$218,059.89



5254 S WARNER DRIVE, APACHE JUNCTION, AZ
85120

Office: (480) 893-1044 Fax: (480) 893-1064
TOLL FREE: (888) 893-1044

AZ ROC No. 092441 & 205802

September 26, 2013

PROPOSAL

Submitted To: Christina Hickey, PE, CFM
Design Engineer
City of McAllen, Tx

Sealcoat parking lot consisting of 4,278 Square Yards

PRICE: \$ 3,978.54

D'Wayne Briggs
CEO
Cholla Pavement Maintenance, Inc

2013 Pavement Fog Seal

Sheet No.	Street	From (north or west)	To (south or east)	Area (sf)	Area (sy)
1	Emory Ave	23rd St	22nd St	5746	638.44
1	Emory Ave	22nd St	Duke Ave	8602	955.78
1	Emory Ave	Duke Ave	Emory Ct	5746	638.44
1	Emory Ave	Emory Ct	Fordham	27098	3010.89
1	Emory Ave	Fordham	19th St	21760	2417.78
1	Emory Ct	Culdesac	Emory Ave	5519	613.22
1	Dartmouth Ave	22nd St	Duke Ave	34306	3811.78
1	Duke Ave	Emory Ave	Dartmouth Ave	29478	3275.33
1	Duke Ave	Dartmouth Ave	19th St	21114	2346.00
1	Fordham Ave	Emory Ave	19th St	23188	2576.44
1	Fordham Ave	19th St	Dead End	3910	434.44
1	22nd St	Dead End (north of E	Emory Ave	10062	1118.00
1	22nd St	Emory Ave	Dartmouth Ave	8763	973.67
1	19th St	Fordham Ave	Emory Ave	6939	771.00
1	19th St	Emory Ave	Duke Ave	7047	783.00
1	19th St	Duke Ave	Cornell Ave	7776	864.00
1	19th St	Cornell Ave	Baylor Ave	7290	810.00
1	19th St	Baylor Ave	Auburn Ave	3645	405.00
				0	0.00
2	Alley (Between Pelic	25th St	23rd	16259	1806.56
2	Alley (Between Pelic	Robin	Alley	1615	179.44
				0	0.00
3	7th St	Violet Ave	Dead End	17001	1889.00
3	8th St	Violet Ave	Dead End	16779	1864.33
3	9th St	Violet Ave	Dead End	16648	1849.78
				0	0.00
4	Alley (Between Shas	Main St	11th St	14865	1651.67
4	Alley (Between Shas	16th St	Main St	7410	823.33
				0	0.00
5	42nd St	Pecan Ave	Laurel Ave	15355	1706.11
5	40th St	Laurel Ave	Jasmine Ave	22441	2493.44
5	41st St	Laurel Ave	Jasmine Ave	28520.5	3168.94
5	Laurel Ave	42nd St	40th St	6639.5	737.72
5	Laurel Ave	41st St	42nd St	9613.5	1068.17
5	Jasmine Ave	41st St	40th St	9015.5	1001.72
5	40th St	Gumwood Ave	Fir Ave	3920	435.56
5	40th St	Fir Ave	Eucaliptus Ave	7168	796.44
5	40th St	Eucaliptus Ave	Ebony Ave	6832	759.11
5	Fir Ave	Dead End (west of 40	40th St	11596	1288.44
5	Fir Ave	40th St	Dead End (east of 40	10168	1129.78
5	Eucaliptus Ave	Dead End (west of 40	40th St	11596	1288.44
5	Eucaliptus Ave	40th St	Dead End (east of 40	10168	1129.78

Sheet No.	Street	From (north or west)	To (south or east)	Area (sf)	Area (sy)
				0	0.00
6	32nd St	Sarah Ave	Tanya Ave	3836	426.22
6	32nd St	Tanya Ave	Teresa Ave	7112	790.22
6	32nd St	Teresa Ave	Ursula Ave	7196	799.56
6	32nd St	Ursula Ave	Vanessa Ave	7140	793.33
6	32nd St	Vanessa Ave	Wanda Ave	8262	918.00
6	30th St	Sarah Ave	Tanya Ave	5143	571.44
6	30th St	Tanya Ave	Teresa Ave	9472	1052.44
6	30th St	Teresa Ave	Ursula Ave	9324	1036.00
6	30th St	Ursula Ave	Vanessa Ave	9546	1060.67
6	30th St	Vanessa Ave	Wanda Ave	8954	994.89
6	29th St	Tanya Ave	Teresa Ave	8356.5	928.50
6	29th St	Teresa Ave	Ursula Ave	7056	784.00
6	29th St	Ursula Ave	Vanessa Ave	7280	808.89
6	29th St	Vanessa Ave	Wanda Ave	8287.5	920.83
6	28th St	Sarah Ave	Tanya Ave	4032	448.00
6	28th St	Tanya Ave	Teresa Ave	7000	777.78
6	28th St	Teresa Ave	Ursula Ave	6972	774.67
6	28th St	Ursula Ave	Vanessa Ave	7280	808.89
6	28th St	Vanessa Ave	Wanda Ave	8304.5	922.72
6	27th Ln	Sarah Ave	Tanya Ave	3976	441.78
6	27th Ln	Tanya Ave	Teresa Ave	7000	777.78
6	27th Ln	Teresa Ave	Ursula Ave	6972	774.67
6	27th Ln	Ursula Ave	Vanessa Ave	7280	808.89
6	27th Ln	Vanessa Ave	Wanda Ave	6916	768.44
6	26th St	Vanessa Ave	Wanda Ave	6777	753.00
6	27th St	Vanessa Ave	Wanda Ave	6752.5	750.28
6	Tanya Ave	32nd St	30th St	21224	2358.22
6	Tanya Ave	30th St	29th St	8244.5	916.06
6	Tanya Ave	28th St	27th Ln	10696	1188.44
6	Teresa Ave	32nd St	30th St	21224	2358.22
6	Teresa Ave	30th St	29th St	6692	743.56
6	Teresa Ave	28th St	27th Ln	10696	1188.44
6	Ursula Ave	32nd St	30th St	21252	2361.33
6	Ursula Ave	30th St	29th St	6692	743.56
6	Ursula Ave	29th St	28th St	6300	700.00
6	Ursula Ave	28th St	27th Ln	10724	1191.56
6	Vanessa Ave	32nd St	30th St	21280	2364.44
6	Vanessa Ave	30th St	29th Ln	6692	743.56
6	Vanessa Ave	28th St	27th Ln	10724	1191.56
6	Vanessa Ave	27th St	26th St	13053.5	1450.39
6	Wanda Ave	32nd St	30th St	23298	2588.67
6	Wanda Ave	30th St	29th St	8764	973.78
6	Wanda Ave	28th St	27th Ln	12503.5	1389.28

Sheet No.	Street	From (north or west)	To (south or east)	Area (sf)	Area (sy)
6	Wanda Ave	27th Ln	27th St	6944	771.56
6	Wanda Ave	27th St	26th St	10640	1182.22
6	Wanda Ave	26th St	Dead End	3332	370.22
				0	0.00
7	36th Ln	Gull Ave	Goldcrest Ave	7453	828.11
7	36th Ln	Goldcrest Ave	Flamingo Ave	7366	818.44
7	36th St	Gull Ave	Goldcrest Ave	8091	899.00
7	36th St	Goldcrest Ave	Flamingo Ave	7453	828.11
7	36th St	Flamingo Ave	Falcon Ave	7250	805.56
7	36th St	Falcon Ave	Eagle Ave	10614	1179.33
7	36th St	Eagle Ave	Dove Ave	4350	483.33
7	34th St	Gull Ave	Goldcrest Ave	8732	970.22
7	34th St	Goldcrest Ave	Flamingo Ave	9361	1040.11
7	34th St	Flamingo Ave	Falcon Ave	9250	1027.78
7	34th St	Falcon Ave	Eagle Ave	13542	1504.67
7	34th St	Eagle Ave	Dove Ave	5032	559.11
7	Goldcrest Ave	36th Ln	36th St	11832	1314.67
7	Goldcrest Ave	36th St	34th St	15544	1727.11
7	Flamingo Ave	Ware Rd	36th Ln	4814	534.89
7	Flamingo Ave	36th Ln	36th St	12325	1369.44
7	Flamingo Ave	36th St	34th St	15544	1727.11
7	Falcon Ave	36th St	34th St	7540	837.78
7	Falcon Ave	36th St	35th St	7830	870.00
7	Eagle Ave	35th St	34th St	15370	1707.78
7	35th St	Falcon Ave	Dead End	8349	927.67
8	Westway Ave	48th St	47th St	7515	835.00
8	Westway Ave	47th St	46th St	7424	824.89
8	Westway Ave	46th St	45th St	7424	824.89
8	Westway Ave	45th St	44th St	7482	831.33
8	Westway Ave	44th St	Bentsen	4640	515.56
8	La Vista Ave	50th St	49th St	16502.5	1833.61
8	La Vista Ave	49th St	48th St	10696	1188.44
8	Walnut Ave	50th St	49th St	14056	1561.78
8	Walnut Ave	49th St	48th St	10696	1188.44
8	Upas Ave	50th St	49th Ln	8109.5	901.06
8	Upas Ave	49th Ln	49th St	7000	777.78
8	Upas Ave	49th St	48th Ln	8501.5	944.61
8	Upas Ave	48th St	47th St	4368	485.33
8	Upas Ave	47th St	46th St	8120	902.22
8	Upas Ave	46th St	45th St	8120	902.22
8	Upas Ave	45th St	44th St	8558	950.89
8	Sycamore Ave	48th St	47th St	4340	482.22
8	Sycamore Ave	47th St	46th St	8120	902.22

Sheet No.	Street	From (north or west)	To (south or east)	Area (sf)	Area (sy)
8	Sycamore Ave	46th St	45th St	8120	902.22
8	Sycamore Ave	45th St	44th St	8346	927.33
8	Sycamore Ave	Taylor Rd	50th St	23128	2569.78
8	Sycamore Ave	50th St	48th St	13440	1493.33
8	50th St	Sycamore Ave	Dead End	3024	336.00
8	51st St	Vine Ave	Dead End	6724	747.11
8	50th St	La Vista Ave	Walnut Ave	8718.5	968.72
8	50th St	Walnut Ave	Vine Ave	3752	416.89
8	50th St	Vine Ave	Upas Ave	7493.5	832.61
8	49th Ln	Vine Ave	Upas Ave	5768	640.89
8	49th St	Dead End (North of L	La Vista Av	3500	388.89
8	49th St	La Vista Ave	Walnut Ave	7056	784.00
8	49th St	Walnut Ave	Vine Ave	3808	423.11
8	49th St	Vine Ave	Upas Ave	5768	640.89
8	48th Ln	Vine Ave	Upas Ave	7353.5	817.06
8	48th St	Westway Ave	La Vista Av	14438	1604.22
8	48th St	La Vista Ave	Walnut Ave	9324	1036.00
8	48th St	Walnut Ave	Vine Ave	4810	534.44
8	48th St	Vine Ave	Upas Ave	5957	661.89
8	48th St	Upas Ave	Tamarack Ave	13024	1447.11
8	48th St	Tamarack Ave	Sycamore Ave	10656	1184.00
8	48th St	Sycamore Ave	Sycamore Ave	7585	842.78
8	47th St	Westway Ave	Vine Ave	22156	2461.78
8	46th St	Westway Ave	Vine Ave	22156	2461.78
8	45th St	Westway Ave	Vine Ave	22185	2465.00
8	44th St	Westway Ave	Vine Ave	22185	2465.00
8	47th St	Upas Ave	Sycamore Ave	22456	2495.11
8	46th St	Upas Ave	Sycamore Ave	22484	2498.22
8	45th St	Upas Ave	Sycamore Ave	22484	2498.22
8	44th St	Upas Ave	Tamarack Ave	10910	1212.22
8	44th St	Tamarack Ave	Sycamore Ave	13890	1543.33
8	Tamarack Ave	44th St	Bentsen	4032	448.00
				0	0.00
9	I St	Westway Ave	La Vista Ave	17536	1948.44
9	J St	Westway Ave	La Vista Ave	18136.5	2015.17
9	Westway Ave	I St	J St	13139.5	1459.94
				0	0.00
10	32nd Ln	Indian Creek Ave	Hondo Ave	7779	864.33
10	32nd Ln	Fuerte Ave	Frio Ave	8527	947.44
10	32nd Ln	Frio Ave	Sprague Ave	2754	306.00
10	31st Ln	Frio Ave	Dead End	7584	842.67
10	31st St	Indian Creek Ave	Hondo Ave	6399	711.00
10	31st St	Hondo Ave	Guadalupe Ave	6399	711.00
10	31st St	Guadalupe Ave	Fuerte Ave	6426	714.00

Sheet No.	Street	From (north or west)	To (south or east)	Area (sf)	Area (sy)
10	31st St	Fuerte Ave	Frio Ave	6453	717.00
10	31st St	Frio Ave	Sprague Ave	13339	1482.11
10	31st St	Sprague Ave	Denton Creek Ave	12951	1439.00
10	31st St	Denton Creek Ave	Colorado Ave	13716	1524.00
10	31st St	Colorado Ave	Dead End	3861	429.00
10	30th St	Frio Ave	Dead End	14496	1610.67
10	30th St	Dead End	Denton Creek Ave	7341	815.67
10	30th St	Denton Creek Ave	Colorado Ave	12933	1437.00
10	29th Ln	Indian Creek Ave	Hondo Ave	7992	888.00
10	29th Ln	Fuerte Ave	Frio Ave	8452	939.11
10	29th Ln	Frio Ave	Sprague Ave	14904	1656.00
10	29th Ln	Sprague Ave	Denton Creek Ave	4320	480.00
10	29th Ln	Denton Creek Ave	Colorado Ave	14500	1611.11
10	Indain Creek	Dead End	32nd Ln	4914	546.00
10	Indain Creek	32nd Ln	31th St	16686	1854.00
10	Indain Creek	31th St	29th Ln	17847	1983.00
10	Hondo Ave	32nd Ln	31th St	17823	1980.33
10	Hondo Ave	31th St	29th Ln	16632	1848.00
10	Hondo Ave	29th Ln	29th St	5211	579.00
10	Guadalup Ave	Dead End	31th St	21357	2373.00
10	Guadalup Ave	31th St	29th St	21816	2424.00
10	Fuerte Ave	32nd Ln	31th St	18517	2057.44
10	Fuerte Ave	31th St	29th Ln	17470	1941.11
10	Frio Ave	32nd Ln	31st Ln	11016	1224.00
10	Frio Ave	31st Ln	31st St	7587	843.00
10	Frio Ave	31st St	30th St	7425	825.00
10	Frio Ave	30th St	29th Ln	6804	756.00
10	Denton Creek Ave	31st St	30th St	6561	729.00
10	Denton Creek Ave	30th St	29th Ln	6588	732.00
10	Colorado Ave	31st St	30th St	9612	1068.00
10	Colorado Ave	30th St	29th Ln	3106	345.11
Addl	Parking Lot	Northwest Corner of 15th St and Cedar Ave			4278.00

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
ANZALDUAS BRIDGE _____

AGENDA ITEM 2H
DATE SUBMITTED 10/01/13
MEETING DATE 10/14/13

1. Agenda Item: **CHANGE ORDER NO. 1 – 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 change order #1 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
Funding Source: 132-8038-437-91-03 (ZA3812)

Original Contract:	\$ 487,900.00	100.00%
Change Order No 1:	\$ <u>577.00</u>	0.11%
Revised Contract:	\$ 488,477.00	100.11%

6. Alternate Option/Costs _____

7. Routing: NAME/TITLE

	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>R. Rodriguez, PE, General Manager</u> <u>Assistant City Manager</u>	<u>RR</u>	<u>10/2/13</u>	<u>Y</u>
b.) <u>Y. Barrera, PE, CFM, City Engineer</u>	<u>YB</u>	<u>10/2/13</u>	<u>yes</u>
c.) <u>J. Dale, CPA, Director of Finance</u>	<u>JD</u>	<u>10/2/13</u>	<u>yes</u>
d.) <u>S. Zamora, CPM,</u> <u>Director of Purchasing & Contracting</u>	<u>SZ</u>	<u>10-3-13</u>	<u>yes</u>
e.) <u>P. Martinez, CDBG Director</u>	<u>PM</u>	<u>10/4/13</u>	<u>yes</u>

Staff Recommendation: Approve change order #1 in the add amount of \$577.00 for a revised contract amount of \$488,477.00 and a revised contract time of 112 working days

9. Advisory Board: Approved Disapproved None


10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None



MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer 

Date: October 1, 2013

Subject: Change Order No. 1 - Drainage Improvements-Kendlewood Avenue (19th St to 22nd St) -Project No. B-12-MC48-0506

Goal

Consider and approve Change Order No. 1 for the Drainage Improvements-Kendlewood Avenue (19th St to 22nd St).

Explanation

On May 28, 2013 the City Commission awarded OG Construction the above referenced project. The project involves construction of stormwater improvements to include installation of new inlets and storm sewer in the general area of Hackberry Avenue to Kendlewood Avenue and 19th Street to 22nd Street. Change Order No.1 is to add an additional item of sidewalk removal and replacement that was needed to match the existing sidewalk at areas of inlet installation. Two additional ramps were constructed where sidewalk was removed due to pipe installation in order to make the crosswalk at the school ADA compliant. Also, shown in the attached bid tab is the removal of one waterline adjustment that was not needed due to a higher than expected elevation. The change order also includes the addition of 12 working days to the contract for rain days encountered in August and September.

A bid tab is attached for your reference.

Options

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

Recommendation

Change Order No. 1 is recommended in the add amount of \$577.00 and 12 working days for a revised contract amount of \$488,477.00 and 112 working days.

PROJECT NAME: Kendlewood Ave Drainage Improvements**Project No. 10-1034**

Item No	Description	Unit	Unit Price	Original Contract		Change Order #1		Revised Contract	
				Qty	Total	Qty	Total	Qty	Total
1	Remove exist storm sewer structure, all depths, including plugging and/or removal of adjacent storm sewer	EA	\$ 2,500.00	2	\$ 5,000.00		\$ -	2	\$ 5,000.00
2	12" PVC, SDR 26, all depths, complete in place	LF	\$ 79.50	46	\$ 3,657.00	10	\$ 795.00	56	\$ 4,452.00
3	24" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 48.00	601	\$ 28,848.00		\$ -	601	\$ 28,848.00
4	30" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 68.00	242	\$ 16,456.00		\$ -	242	\$ 16,456.00
5	36" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 88.00	281	\$ 24,728.00		\$ -	281	\$ 24,728.00
6	42" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 92.00	992	\$ 91,264.00		\$ -	992	\$ 91,264.00
7	54" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 148.00	496	\$ 73,408.00		\$ -	496	\$ 73,408.00
8	60" RCP, C76, Class III, with "O" ring rubber gasket joints, all depths, complete in place	LF	\$ 198.00	114	\$ 22,572.00		\$ -	114	\$ 22,572.00
9	Type "A" inlet, all depths, complete in place	EA	\$ 3,900.00	11	\$ 42,900.00		\$ -	11	\$ 42,900.00
10	Type "A" inlet with extension, all depths, complete in place	EA	\$ 5,500.00	1	\$ 5,500.00		\$ -	1	\$ 5,500.00
11	Type "F" inlet, all depths, complete in place	EA	\$ 3,900.00	5	\$ 19,500.00		\$ -	5	\$ 19,500.00
12	4-ft reinforced concrete storm sewer manhole, all depths, complete in place	EA	\$ 4,800.00	2	\$ 9,600.00		\$ -	2	\$ 9,600.00
13	4-ft reinforced concrete conflict storm sewer manhole, all depths, complete in place	EA	\$ 5,600.00	1	\$ 5,600.00		\$ -	1	\$ 5,600.00
14	5-ft reinforced concrete storm sewer manhole, all depths, complete in place	EA	\$ 5,200.00	6	\$ 31,200.00		\$ -	6	\$ 31,200.00
15	5-ft reinforced concrete conflict storm sewer manhole, all depths, complete in place	EA	\$ 6,500.00	1	\$ 6,500.00		\$ -	1	\$ 6,500.00
16	Type 'M' Manhole, all depths, complete in place	EA	\$ 4,200.00	5	\$ 21,000.00		\$ -	5	\$ 21,000.00

17	Type 'M' Manhole with conflict, all depths, complete in place	EA	\$ 5,500.00	1	\$ 5,500.00		\$ -	1	\$ 5,500.00
18	Trench safety as per OSHA requirements	LF	\$ 2.50	2,772	\$ 6,930.00		\$ -	2,772	\$ 6,930.00
19	Pavement cut and restore, match existing pavement section (min 2-in HMAC & 8-in base), complete in place	LF	\$ 14.50	2,772	\$ 40,194.00		\$ -	2,772	\$ 40,194.00
20	Remove sidewalk and replace with ADA compliant ramp, complete in place	EA	\$ 750.00	2	\$ 1,500.00	2	\$ 1,500.00	4	\$ 3,000.00
21	Remove pavement and replace with 6" thick concrete valley gutter	SF	\$ 6.50	823	\$ 5,349.50		\$ -	823	\$ 5,349.50
22	6" Monolithic Concrete curb, complete in place	LF	\$ 10.00	72	\$ 720.00		\$ -	72	\$ 720.00
23	Public waterline adjustment, all sizes, including all fittings, bends and appurtenances	EA	\$ 2,250.00	2	\$ 4,500.00	(1)	\$ (2,250.00)	1	\$ 2,250.00
24	Removal and Replacement of public waterline, AWWA C900, PVC DR 18, sizes 4"-12", all depths, including all fittings, bends and appurtenances	LF	\$ 40.00	100	\$ 4,000.00		\$ -	100	\$ 4,000.00
25	Removal and Replacement of sanitary sewer, ASTM D3034, PVC SDR 26, sizes 6"-12", all depths, including all fittings and appurtenances	LF	\$ 25.00	100	\$ 2,500.00		\$ -	100	\$ 2,500.00
26	Traffic control, including implementation and traffic control devices, complete in place	LS	\$ 4,000.00	1	\$ 4,000.00		\$ -	1	\$ 4,000.00
27	Temporary erosion and sediment control, including SWPPP, complete in place	LS	\$ 2,973.50	1	\$ 2,973.50		\$ -	1	\$ 2,973.50
28	Construction staking and surveying	LS	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00
29	Remove and Replace 4" Concrete Sidewalk	SF	\$ 3.50	-	\$ -	152	\$ 532.00	152	\$ 532.00
TOTAL					\$ 487,900.00		\$ 577.00		\$ 488,477.00



Phone #	956-292-0008
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Estimate

Edinburg, TX 78541

Date	Estimate #
9/27/2013	808

Fax #	956-292-0896	E-mail	omar@ogbuild.com
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Name / Address
City of McAllen Attn: Accounts Payable PO Box 220 McAllen, TX 78505-0220

Ship To
Kendlewood Avenue McAllen, Texas 78501

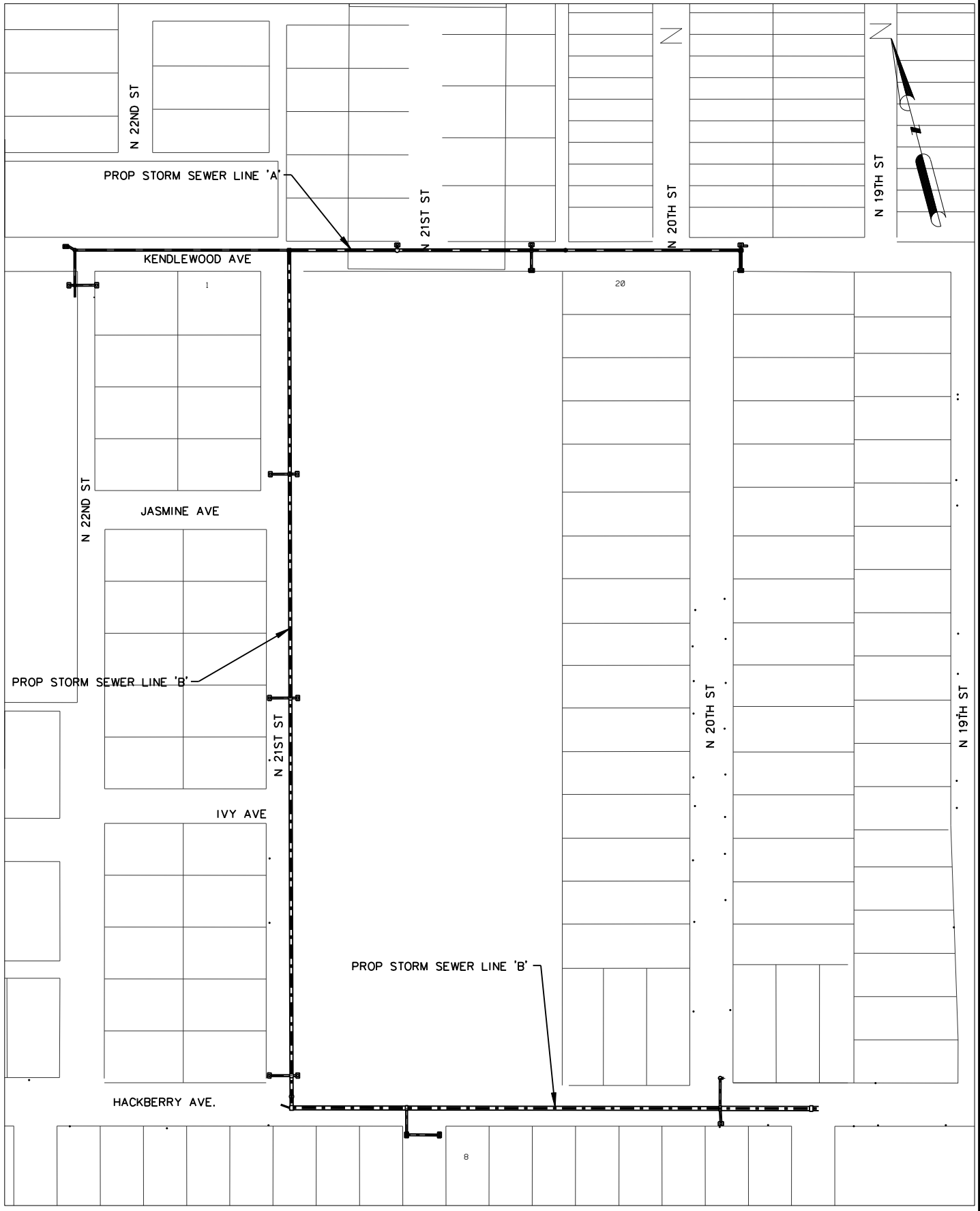
Project	Kendlewood Drainage
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Description	Qty	U / M	Cost	Total
4" Concrete Sidewalk	152	SF	3.50	532.00

Thank you and have a great day!	Total	\$532.00
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5/7/2013

A:\Engineering Files\Projects\2010\10-8034_Kendlewood & 20th CAD\Exhibits\CONCEPTUAL_PLA.dgn



CONCEPTUAL PLAN

SCALE:	HORZ: 150'
	VERT: 150'
DATE:	05/17/13
REVISIONS	
1.	
2.	
3.	
SHEET NO.	1 OF 1

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
ADVISORY BOARD _____

AGENDA ITEM 2i
DATE SUBMITTED 10/02/13
MEETING DATE 10/14/13

1. Agenda Item: **INTERLOCAL AGREEMENT WITH HIDALGO COUNTY, CITY OF PALMHURST & CITY OF ALTON – SHARY ROAD FROM 3 MILE LINE TO SH 107**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Interlocal Agreement with Hidalgo County, City of Palmhurst and City of Alton for development of Shary Road from 3 Mile Line to SH 107

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

5. Budgeted: X Yes No N/A

Funding Source: **300-8708-436.66-36 IR1405 \$229,889**

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Yvette Barrera, P.E.,CFM, City Engineer</u>	<u>YB</u>	<u>10/02/13</u>	<u>YES</u>
b.)	<u>Roel "Roy" Rodriguez, P.E.Asst. City Mgr</u>	<u>RR</u>	<u>10/03/13</u>	<u>YES</u>
c.)	<u>Jerry Dale,CPA, Finance Director</u>	<u>JD</u>	<u>10/03/13</u>	<u>YES</u>
d.)	<u>Brent Branham, Deputy City Manager</u>	<u>BB</u>	<u>10/03/13</u>	<u>YES</u>
e.)	<u>Kevin Pagan, City Attorney</u>	<u>KP</u>	<u>10/03/13</u>	<u>YES</u>

8. Staff Recommendation: Approval of Interlocal Agreement with Hidalgo County, City of Palmhurst and City of Alton for development of Shary Road from 3 Mile Line to SH 107.

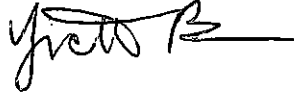
9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: October 2, 2013

Subject: Interlocal Agreement with Hidalgo County, City of Palmhurst and City of Alton – Shary Road from 3 Mile Line to SH 107

GOAL

Consideration and approval of Interlocal Agreement with Hidalgo County, City of Palmhurst and City of Alton for development of Shary Road from 3 Mile Line (FM 1924) to SH 107.

EXPLANATION

The proposed four-party Interlocal Agreement will jointly commence development of Shary Road from 3 Mile Line to SH 107 with Hidalgo County, City of Palmhurst and City of Alton. Under the agreement, Hidalgo County will be the fiduciary agent and will contract their consultant to complete schematic, public involvement meetings and gaining environmental clearance for the project limits. Once environmentally cleared, the project is split into 2 phases with Phase 1 limits from 5 Mile Line (FM 676) to SH 107 and Phase 2 limits from 3 Mile Line (FM 1924) to 5 Mile Line (FM 676). With development increasing in the northern section, the emphasis will be on seeking federal funds for right-of-way acquisition, which would be carried out by the County, and construction, which would be administered by the Texas Department of Transportation (TxDOT). TxDOT will be responsible for the plans, specifications and estimates for Phase 1. Phase 1 & 2 project development, Phase 1 right-of-way acquisition and field survey for design/construction is estimated at a cost of \$1,905,897.00 and will be split the four parties by the amount of frontage within their respective incorporated limits. Hidalgo County's contribution will be 1,477,238.26, McAllen's \$229, 888.08, Palmhurst's \$141,593.75 and Alton's \$57,176.91. Duration of Phase 1 is anticipated at 18 months. Jointly, the three parties will seek federal funding for right-of-way and construction for each phase through the Hidalgo County Metropolitan Planning Organization (HCMPO) and Texas Department of Transportation (TxDOT).

Attached is the proposed Interlocal Agreement and exhibits for your review.

OPTIONS

Approve or reject Interlocal Agreement with City of Mission and Hidalgo County.

RECOMMENDATION

Based on review by this office, staff recommends approval of Interlocal Agreement with Hidalgo County, City of Palmhurst and City of Alton for development of Shary Road from 3 Mile Line (FM 1924) to SH 107.



COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

September 27, 2013

Honorable Jim Darling
City of McAllen
Attention: Mike Perez, City Manager
1300 Houston Avenue
McAllen, Texas 78501

RE: Shary Road (FM 494)
(Limits: from FM 1924 (Mile 3) to SH 107)

Dear Mayor Darling,

As per the attached letter dated September 4, 2013, attached for your further processing and approval is the partially executed Interlocal Agreement signed by the City of Alton for the Shary Road (FM 494) project. This Interlocal Agreement has been reviewed and agreed upon by the city attorneys for the Cities of McAllen, Alton, Palmhurst and Hidalgo County. Please contact my office once the Interlocal Agreement has been signed by the City of McAllen so that we may continue to coordinate with the City of Palmhurst for their execution and subsequently the County of Hidalgo.

Once all of the cities have signed the Interlocal Agreement, the County of Hidalgo will enter into a Donation Agreement with the Texas Department of Transportation for the improvements to this roadway.

Again, I would like to thank you for your continued support. Should you have any questions, please feel free to contact my office at (956) 585-4509.

Sincerely,

The Honorable Joe M. Flores
Hidalgo County Commissioner, Precinct No. 3



COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

September 4, 2013

Joe M. Flores

County Commissioner Pct. No. 3

Honorable Jim Darling

Mayor, City of McAllen

Attn: Mike Perez, City Manager

1300 Houston Ave.

McAllen, Texas 78501

RE: Shary Rd (FM 494) Interlocal Agreement

Limits: from FM 1924 (Mile 3) to SH 107

- Section I: FM 1924 (Mile 3) to FM 676 (Mile 5)
- Section II: FM 676 (Mile 5) to SH 107

Dear Mayor Darling,

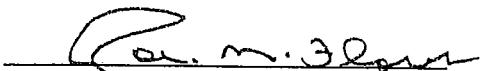
As per our recent discussions and correspondence with Commissioner Scott Crane and Yvette Barrera from your office, dated February 28, 2013 (see attached), I would like to thank you for your willingness to partner in the development of the much needed improvements to Shary Road. In order to accelerate the development of this project we are requesting that the funding for project development be appropriated. As was agreed, the City of McAllen, City of Palmhurst, City of Alton and Hidalgo County will share the financial burden (based on % of project within each entity's limits – see Exhibit A) in order to complete the development of this project in support of TxDOT's construction plans.

As shown on the attached cost breakdown the proposed work for both Sections I and II of this project includes Environmental Assessment, Schematic and Public Involvement. The proposed work for Section I will also include Field Surveys, Right-of-Way Mapping and Right-of-Way Acquisition including compensable utilities. The City of McAllen's portion of this project will be \$229,888.08 of the total estimated amount of \$1,905,897.

Attached for your review, is an Interlocal Agreement between all four parties, which has been reviewed by our County Attorney. This Interlocal Agreement clarifies each entity's financial responsibilities, establishing that Hidalgo County will be responsible for the project development activities as well as contributing \$1,477,238.26 toward those said activities, and the City of McAllen will contribute, on the date provided in the agreement an amount of \$229,888.08 toward that endeavor.

Should you have any questions, please feel free to call me or our transportation engineer, Mr. Jacinto Garza at (956) 565-9813. Thank you and I look forward to working with you in the development of this much needed project.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe M. Flores", written over a horizontal line.

Honorable Joe M. Flores

Commissioner, Hidalgo County Pct. #3

cc: Honorable Ramon Garcia, Judge, Hidalgo County
Scott Crane, City Commissioner, City of McAllen
Mike Perez, City Manager, City of McAllen
Stephen L. Crain, County Attorney, Atlas-Hall & Rodriguez, LLP.
Mario Jorge, P.E., TxDOT, Pharr District Engineer
Pedro Alvarez, P.E., TxDOT, Deputy District Engineer
Jacinto Garza, P.E., L&G Engineering

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MCALLEN, CITY OF PALMHURST, CITY OF ALTON, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO SHARY ROAD (FM 494) FROM FM 1924 (MILE 3) TO SH 107.

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", the CITY OF PALMHURST, TEXAS, hereinafter referred to as "PALMHURST", the CITY OF ALTON, TEXAS, hereinafter referred to as "ALTON", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, MCALLEN, PALMHURST, and ALTON are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, MCALLEN, PALMHURST and ALTON are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY desire to cooperate in making needed transportation improvements to Shary Rd. (FM 494) from FM 1924 (Mile 3) to SH 107;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree that the project will be divided as follows:

- 1. Section I - From SH 107 south to FM 676 (Mile 5)
- 2. Section II - From FM 676 (Mile 5) to FM 1924 (Mile 3);

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree to clear Section I and Section II environmentally and complete the schematic for approval by TxDOT and FHWA;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree to acquire the needed Right-of-Way and adjust the compensable utilities for Section I of this project in support of TxDOT's construction plans (reference Exhibit A);

WHEREAS, the COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the COUNTY desires to complete project development activities for Section I and Section II, which includes the Environmental Assessment, Public Involvement, and Schematic for this project;

WHEREAS, the COUNTY desires to complete Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustments for Section I of this project;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY will cooperatively seek to fund the construction and ROW cost of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the costs for Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, and ROW Acquisition are fixed costs;

WHEREAS, the costs for ROW (land cost) and Compensable Utility Adjustments are based on estimated costs and will not be finalized until the land is purchased and utilities are adjusted;

WHEREAS, the total project development cost is estimated to be \$1,905,897 of which COUNTY will contribute an estimated amount of \$1,477,238.26;

WHEREAS, MCALLEN desires to cooperate by contributing an amount of \$229,888.08 to COUNTY toward the project development activities;

WHEREAS, PALMHURST desires to cooperate by contributing an amount of \$141,593.75 to COUNTY toward the project development activities;

WHEREAS, ALTON desires to cooperate by contributing an amount of \$57,176.91 to COUNTY toward the project development activities;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, MCALLEN, PALMHURST & ALTON agree to support the proposition that COUNTY assume the role as project sponsor to develop the Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustment aspects of the Road project within each respective City's limits.

NOW, THEREFORE, MCALLEN, PALMHURST, ALTON & COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the project development, which includes the Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustment services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relate to said activities.
2. The Road at various points, passes through the jurisdiction of MCALLEN, PALMHURST, and ALTON and forms a connecting link or integral part of the regional transportation system and County roads.
3. The total project development cost will be an estimated \$1,905,897 of which COUNTY will contribute an estimated amount of \$1,477,238.26.
4. MCALLEN agrees to contribute on or before December 1, 2013 an amount of \$229,888.08 to COUNTY toward the project development, payable by MCALLEN to COUNTY on MCALLEN'S execution of this agreement.
5. PALMHURST agrees to contribute on or before December 1, 2013 an amount of \$141,593.75 to COUNTY toward the project development, payable by PALMHURST to COUNTY on PALMHURST's execution of this agreement.
6. ALTON agrees to contribute on or before December 1, 2013 an amount of \$57,176.91 to COUNTY toward the project development, payable by ALTON to COUNTY on ALTON'S execution of this agreement.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
8. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Mission, McAllen and County, and not otherwise.

11. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to Palmhurst: City of Palmhurst
Attention: Ramiro Rodriguez, Mayor
4417 N. Shary Road
Palmhurst, Texas 78573

If to Alton: City of Alton
Attention: Salvador Vela, Mayor
509 S. Alton Blvd.
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

12. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
13. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
14. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment:** This Agreement shall not be assignable.
16. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
18. **Authority to Execute:** The execution and performance of this Agreement by the Mission, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget

period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

- 21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

City Secretary

CITY OF PALMHURST

By: _____
Ramiro Rodriguez, Mayor

ATTEST:

City Secretary

CITY OF ALTON

By: Salvador Vela
Salvador Vela, Mayor

ATTEST:

Baudelia Rojas CM
City Secretary

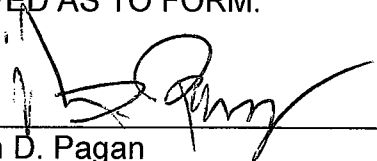


By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk


APPROVED AS TO FORM:

By:  _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

By: _____
Darrell Davis
Palmhurst City Attorney

APPROVED AS TO FORM:

By:  _____
Rick Gonzalez
Alton City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107 (the "Road"), a section which is in part within the city limits of said Cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, City of Palmhurst City of Alton, Texas, and Hidalgo County.

By vote on _____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

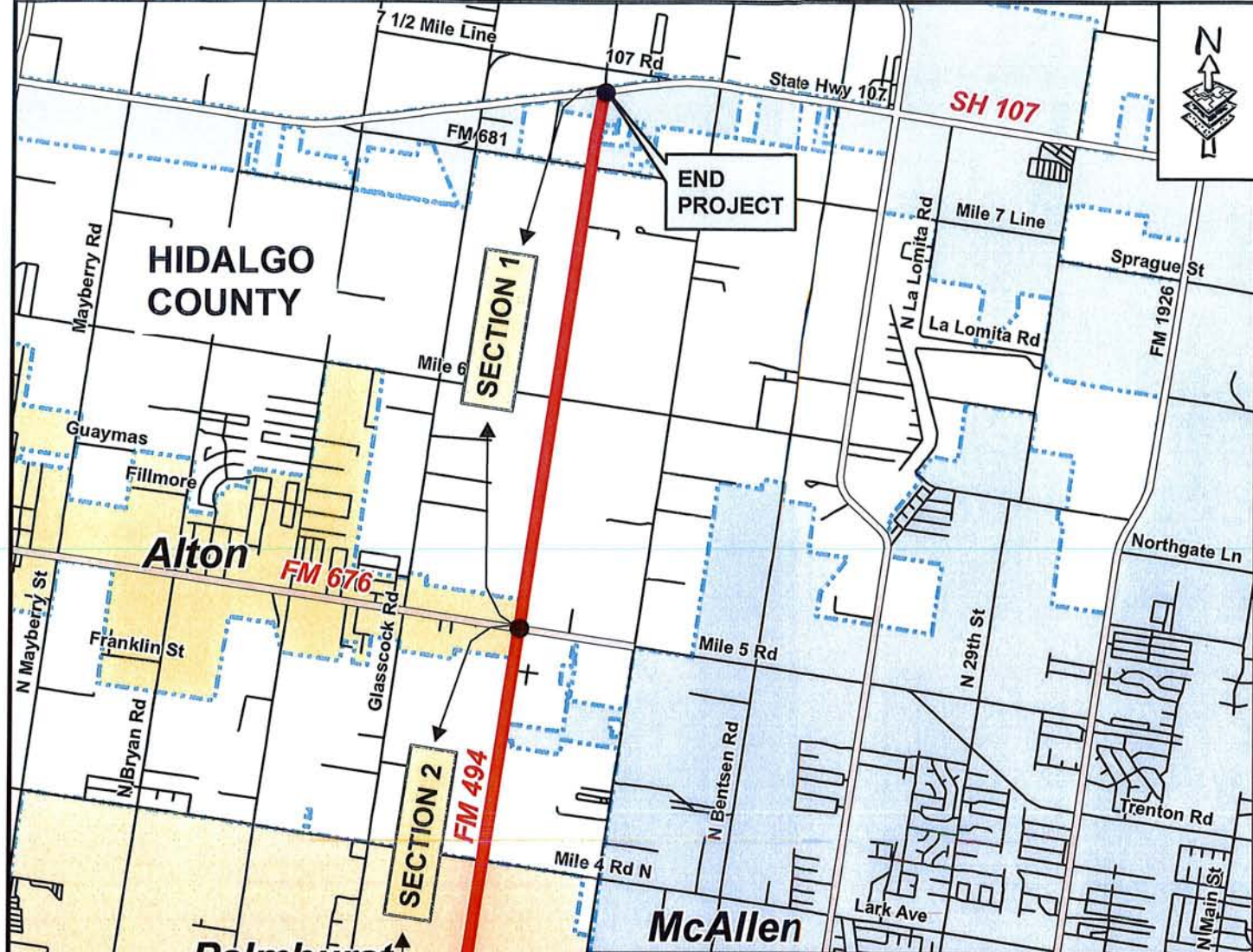
ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



LEGEND		
	STREETS	
	STATE ROADS	
	SHARY ROAD	
	HIDALGO COUNTY	
	PALMHURST CITY LIMITS	
	McALLEN CITY LIMITS	
	ALTON CITY LIMITS	
	MISSION CITY LIMITS	
	LENGTHS	
	SHARY ROAD	APPROX. 4.35 MILES
	HIDALGO COUNTY	APPROX. 2.88 MILES
	PALMHURST CITY LIMITS	APPROX. 1.00 MILE
	McALLEN CITY LIMITS	APPROX. 0.35 MILES
	ALTON CITY LIMITS	APPROX. 0.125 MILES
	MISSION CITY LIMITS	0.0 MILES

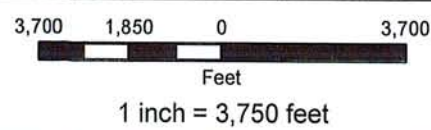


EXHIBIT A

**SHARY ROAD (FM 494)
LOCATION MAP**

**FROM FM 1924 (MILE 3) TO SH 107
APPROX. PROJECT LENGTH 4.35 MILES**



L&G Engineering
 Highway/Civil • Structural/Bridges
 Environmental • Geotechnical
 Construction Material Testing
 Right-of-Way Acquisition Provider Services

2100 W Expressway 83
 Mercedes, TX 78570
 Phone: (956) 565-9813
 Fax: (956) 565-9018
 Toll Free: (888) 565-9813

900 S Stewart Rd., Ste 9
 Mission, TX 78572
 Phone: (956) 585-1909
 Fax: (956) 585-1927
 Toll Free: (866) 585-1909

EXHIBIT "B"

ESTIMATED PRELIMINARY PROJECT COSTS

SHARY ROAD (FM 494) PROJECT

(Limits: from FM 1924 (Mile 3) to SH 107

Mileage Breakdown:

***NOTE: Total Length includes 1/2 of the Roadway in the City of McAllen and Alton.

SECTION I & II (4.35 Miles)			SECTION I ONLY (2.35 Miles)		
*** HIDALGO COUNTY	2.88 Miles	66%	HIDALGO COUNTY	1.968 Miles	83%
CITY OF MCALLEN	0.35 Miles	8%	CITY OF MCALLEN	0.32 Miles	14%
CITY OF PALMHURST	1.0 Miles	23%	CITY OF PALMHURST	0.0 Miles	0%
CITY OF ALTON	.125 Miles	3%	CITY OF ALTON	.062 Miles	3%

ROADWAY PROJECT:	SHARY ROAD (FM 494)					
LIMITS: (SECTION 1).....	from FM 676 (Mile 5) to SH 107					
LIMITS: (SECTION 2).....	from FM 1924 (Mile 3) to fm 676 (Mile 5)					
EXISTING ROADWAY SECTION:	40-ft Rural					
EXISTING ROW WIDTH:	65' to 100' Varies					
PROPOSED ROADWAY SECTION:	4-lane divided urban					
PROPOSED ROW WIDTH: SECTION 1.....	100FT					
ESTIMATED CONSTRUCTION COST ... (SECTION 1).....	\$10,575,000.00					
ESTIMATED CONSTRUCTION COST ... (SECTION 2).....	\$9,000,000.00					
LENGTH FOR 4-LANE ROADWAY ... (SECTION 1).....	2.35 Miles					
LENGTH FOR 4-LANE ROADWAY ... (SECTION 2).....	2 Miles					
ESTIMATED PROJECT COSTS	STATE/MPO	* LPA	* HIDALGO COUNTY	* CITY OF McALLEN	* CITY OF PALMHURST	* CITY OF ALTON
WORK AUTHORIZATION NO. 1 (Entire Length of Section 1 & 2)						
(FROM FM 1924 (MILE 3) TO SH 107)						
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN						
Environmental Assessment with TxDOT	\$	-	\$ 95,000.00			
Public Involvement for the project with stakeholders and 1 Public Meeting	\$	-	\$ 25,000.00			
Archeological and Historical Research	\$	-	\$ 30,000.00			
Engineering Technical Support at Public Mtgs with Layouts etc	\$	-	\$ 24,000.00			
Schematic by L&G	\$	-	\$ 293,625.00			
Hydrological Map for County use to identify outfall	\$	-	\$ 42,000.00			
Estimated Environmental Document Review Charges by TxDOT	\$	-	\$ -			
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) for County Use	\$	-	\$ 21,000.00			
Preliminary Compensable Utilities Identification on Schematic for County Use	\$	-	\$ 18,000.00			
Update Schematic based on comments as provided by TxDOT/County for schematic and EA update w/ FHWA	\$	-	\$ 30,000.00			
Engineering Technical Support at Public Hearing with Layouts etc	\$	-	\$ 12,000.00			
Public Involvement for 1 Public Hearing	\$	-	\$ 25,000.00			
SUB-TOTAL	\$	-	\$ 615,625.00	\$ 406,312.50	\$ 49,250.00	\$ 141,593.75
WORK AUTHORIZATION NO. 2 (FOR SECTION I ONLY)						
(TO BE COMPLETED BY TXDOT) (SURVEYS BY LPA)						
PHASE II - PS&E and CONSTRUCTION OVERSIGHT						
Outfall Identification Preliminary Property Ownership and Hydraulics	TXDOT	\$	-			
PS&E Development (8% Engineering Fee)	TXDOT	\$	-			
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	TXDOT	\$	-			
PS&E Development for OUTFALL(S)	TXDOT	\$	-			
Permitted Utilities Coordination to adjust	TXDOT	\$	-			
ROADWAY CONSTRUCTION COST	\$10,575,000.00	\$	-			
Field Surveys for Design and Construction		\$	112,800.00			
TxDOT Construction Inspection (11%)	\$ 657,966.00	\$	-			
Eng Consultant Construction Management (18 Months)	TXDOT	\$	-			
SUB-TOTAL	\$ 11,232,966.00	\$	112,800.00	\$ 93,624.00	\$ 15,792.00	\$ -
WORK AUTHORIZATION NO. 3 (FOR SECTION I ONLY)						
PHASE III - ROW Acquisition						
Complete ROW Map (Estimated 56 Parcels)		\$	212,800.00			
Right-of-Way Costs - Acq. Services @ (est. 56 Parcels @ \$13,500/Parcel Avg.)		\$	756,000.00			
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)						
(2) Two High Pressure Pipelines and (2) Parallel Irrigation Easements		\$	84,000.00			
Estimated Roadway Right-of-Way Costs (40 ft. for 2.35 Miles @ \$4.5/ sq ft) (80/20) minus EDC 95/5	\$ 2,121,768.00	\$	111,672.00			
COMPENSABLE UTILITY COSTS (Est 2 Pipeline Crossings at \$130,000 ea to lower and encase)	\$ 247,000.00	\$	13,000.00			
SUB-TOTAL	\$ 2,368,768.00	\$	1,177,472.00	\$ 977,301.76	\$ 164,846.08	\$ -
TOTAL	\$ 13,601,734.00	\$ 1,905,897.00	**\$1,477,238.26	**\$229,888.08	**\$141,593.75	**\$57,176.91

* Local Public Agencies (LPA)

** Estimated Cost Based on Percentage of Road

Work Authorization No. 1 (Phase I)	FY 13	\$ 615,625.00	NOT ISSUED
Work Authorization No. 2 (Phase II)	FY 13	\$ 112,800.00	NOT ISSUED
Work Authorization No. 3 (Phase III)	FY 15	\$ 1,052,800.00	NOT ISSUED

LOCAL PUBLIC AGENCY:	SECTION I & II	SECTION I ONLY	TOTAL
Estimated County Cost:	\$ 406,312.50	\$ 1,070,925.76	\$ 1,477,238.26
Estimated City of McAllen Cost:	\$ 49,250.00	\$ 180,638.08	\$ 229,888.08
Estimated City of Palmhurst Cost:	\$ 141,593.75	\$ -	\$ 141,593.75
Estimated City of Alton Cost:	\$ 18,468.75	\$ 38,708.16	\$ 57,176.91
Estimated Total Project LPA Cost:	\$ 615,625.00	\$ 1,290,272.00	\$ 1,905,897.00

COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II: \$ 15,507,631.00 **12%**

ESTIMATED COUNTY OR LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTHORIZATIONS \$ 124,672.00

State Estimated Costs

LPA Estimated Costs

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

2j
 AGENDA ITEM _____
 DATE SUBMITTED 10/01/13
 MEETING DATE 10/14/13

1. Agenda Item: Consideration and Approval of Multiple Use Agreement with Texas Department of Transportation and the City of McAllen regarding construction of a bus shelter and turnout on N. 10th Street, north of Trenton Rd.

2. Party Making Request: Engineering Department

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

Consideration and approval of multiple use agreement with Texas Department of Transportation and the City of McAllen regarding construction of a bus shelter on N. 10th St.

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

5. Budgeted: Yes No X N/A

Funding Source(s):

6. Alternate Option/Costs _____

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>9/30/13</u>	<u>yes</u>
b.) R. Rodriguez, PE, General Manager Assistant City Manager	<u>RR</u>	<u>10/1/13</u>	_____
c.) S. Zamora, CPM, Director of P&C	<u>SZ</u>	<u>9-30-13</u>	<u>Yes</u>

8. Staff Recommendation: Approval of Multiple Use Agreement as presented.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

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 black ink, appearing to read "Yvette R.", positioned to the right of the "From:" field.

Date: October 1, 2013

Subject: Consideration and Approval of Multiple Use Agreement with Texas Department of Transportation and the City of McAllen regarding Construction of a Bus Shelter and Turnout on N. 10th Street.

Goal

Consideration and approval Multiple Use Agreement with Texas Department of Transportation and the City of McAllen regarding Construction of a Bus Shelter and Turnout on N. 10th St.

Explanation

Metro McAllen revised their bus route to include a stop on N. 10th St, just north of Trenton Rd. This stop will serve riders traveling to/from the shopping center located at the northeast corner of 10th Street and Trenton Road. The Multiple Use Agreement with the Texas Department of Transportation (TxDOT) will allow the City of McAllen to construct a bus shelter and turnout in TxDOT right-of-way on N. 10th St at the location shown in the attached exhibit. The cost of construction will be funded at an 80% match from the Federal Transit Administration. The City of McAllen will be responsible for 20% of the total project cost.

Options

1. Approve the Multiple Use Agreement
2. Disapprove the Multiple Use Agreement

Recommendation

Staff recommends approval of the Multiple Use Agreement to Construct a Bus Shelter on N. 10th Street.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTIPLE USE AGREEMENT BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF McALLEN FOR THE INSTALLATION OF A BUS SHELTER AND OTHER RELATED IMPROVEMENTS ON STATE HIGHWAY RIGHT-OF-WAY.

WHEREAS, the Board of Commissioners of the City of McAllen, Texas has approved the Multiple Use Agreement described in Exhibit "A".

WHEREAS, the City of McAllen desires to enhance the transportation services being provided to its citizens by installing a bus shelter and other related improvements at a location along the designated bus route within its corporate city limits; and

WHEREAS, the proposed bus shelter on Highway 336 (N. 10th Street) will be located on state highway right-of-way under the control and operation of the State of Texas, Acting by and Through the Texas Department of Transportation.

WHEREAS, the use of the state highway right-of-way under the control and operation of the State of Texas, Acting by and Through the Texas Department of Transportation, requires the City of McAllen to enter into a Multiple Use Agreement, which said agreement specifies the responsibilities of the City and of the State for the use of state highway right-of-way. A sample copy of a Multiple Use Agreement is attached and labeled as Exhibit "A".

WHEREAS, the City of McAllen acknowledges the need to execute a Multiple Use Agreement with the State of Texas, Acting by and Through the Texas Department of Transportation to install the desired bus shelter and related improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF

COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT:

The City of McAllen shall execute a Multiple Use Agreement with the State of Texas, Acting by and Through the Texas Department of Transportation, to facilitate the installation of a bus shelter and other related improvements in the designated location as shown on Exhibit "B" on state highway right-of-way within its corporate city limits for the operation of the bus shelter.

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

SIGNED this _____ day of _____, 2013.

CITY OF McALLEN

By: _____
Jim Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Gary Henrichson, Assistant City

EXHIBIT "A"



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and THE CITY OF MCALLEN, hereinafter called CITY, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of OCTOBER, 2013, the governing body for the CITY, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the CITY's participation in this agreement with the State; and

WHEREAS, the CITY has requested the State to permit the construction, maintenance and operation of a public BUS SHELTER on the highway right of way, (General description of area) SH 336

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the CITY will enter into agreements with the State for the purpose of determining the respective responsibilities of the CITY and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

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

1. DESIGN AND CONSTRUCTION

CITY _____ will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the CITY. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The CITY shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the CITY's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ CITY _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ CITY _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ CITY _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the _____ CITY _____ shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the _____ CITY _____ to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The _____ CITY _____ shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The _____ CITY _____ shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the _____ CITY _____, its agents, or employees authorized under this agreement. The _____ CITY _____ further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the _____ CITY _____. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The _____ CITY _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the _____ CITY _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The CITY shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The CITY, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the CITY 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, Non-discrimination 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.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The CITY _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ CITY _____ if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)

City of McAllen

Mike R. Perez, City Manager

P.O. Box 220

McAllen, Texas 78505-0220

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

CITY _____ on the _____ day of _____,
2013, and the State on the _____ day of _____, 2013.

STATE OF TEXAS

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

CITY OF MCALLEN
(Name of other party)

By: _____, City Manger
Title

Mike R. Perez
Printed Name

By: _____
Director, Maintenance Division

Date

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

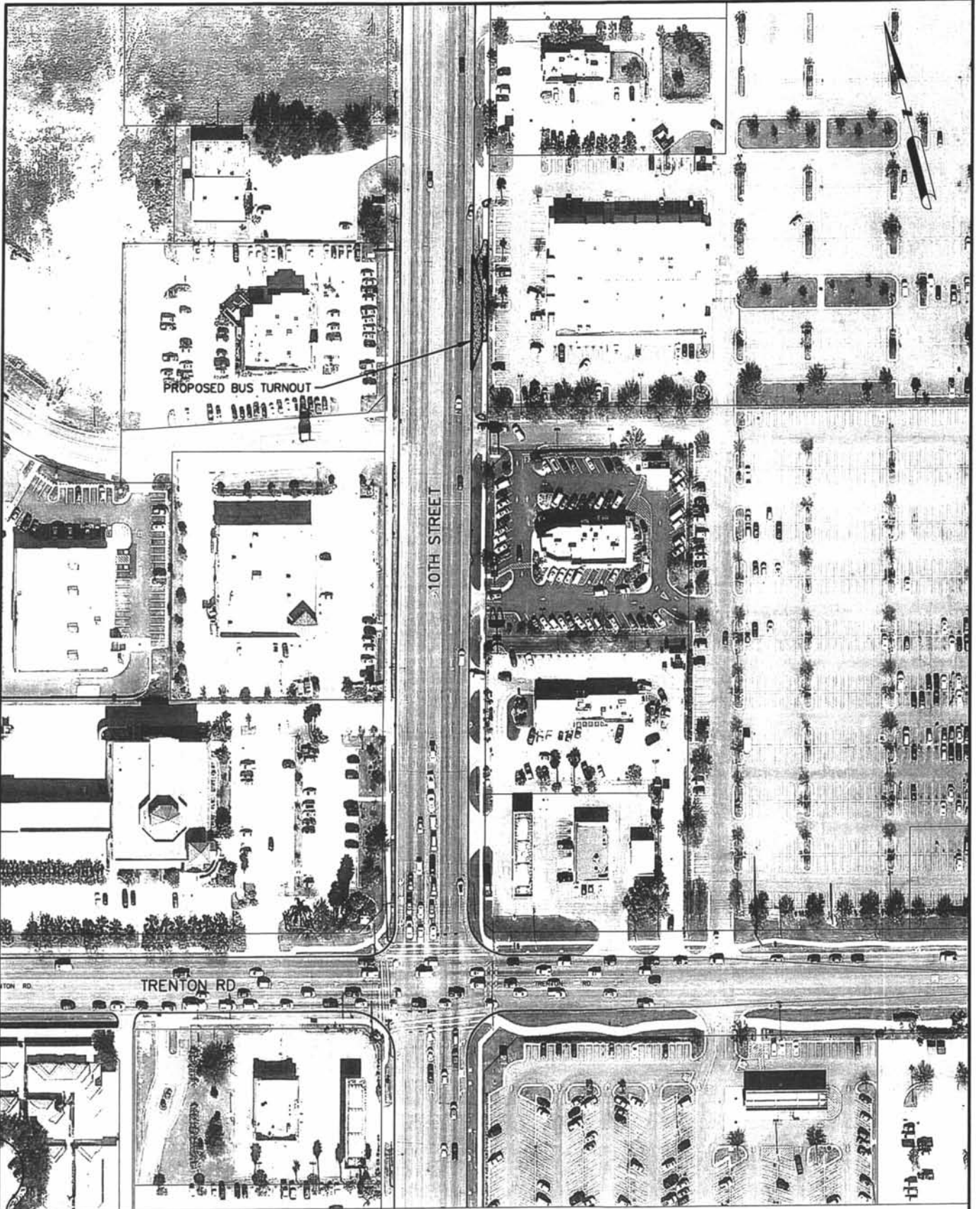
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT "B"



8/29/2013

City of McAllen, Texas - 2013



BUS TURNOUT
10TH AND TRENTON
LOCATION MAP

SCALE:	HORZ: 150'
	VERT:
DATE:	08/29/13
REVISIONS	
1.	
2.	
3.	
SHEET NO.	1 OF 1

CITY OF McAllen
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 2K </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10.8.13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 10.14.13 </u>
OTHER	<u> </u>		

1 **Agenda Item:** Approval to Execute a Memorandum of Understanding with the City of Brownsville for the Metro Connect Project

2 **Party Making Request:** Transit Department

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

The City of McAllen participated in the submission of a joint grant application with the City of Brownsville and the City of South Padre Island. The application was submitted to the Texas Department of Transportation requesting funds to operate a Regional Route System, Metro Connect, that would provide transportation services connecting the two Bus Terminals in Brownsville and McAllen, as well as connecting McAllen to the University of Texas Pan American, and Brownsville to South Padre Island. The project has been funded, and a Memorandum of Understanding is needed to outline the responsibilities of both parties and to create an official partnership. The Transit Department is requesting authorization to execute the Memorandum of Understanding. The total budgeted and approved local match for this project is \$111,496.

4 **Policy Implication:** None

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

Bid Amount:	<u> </u>	Budgeted Amount:	<u> \$111,496 </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>Elizabeth Suarez</u> Transit Director	<u>ES</u>	<u>10.8.13</u>	<u> YES </u>
b) <u>Brent Branham</u>	<u> </u>	<u>10.8.13</u>	<u> YES </u>

8 **Staff Recommendation:** Approval to execute a Memorandum of Understanding with the City of Brownsville for the Metro Connect Project.

9 **Advisory Board:** Approved Disapproved None

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


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

12 **Action Taken:**

CITY OF McALLEN

MEMO

TO: Mike R. Perez, City Manager

FROM: Elizabeth Suarez, Transit Director 

DATE: October 8, 2013

SUBJECT: Approval to Execute a Memorandum of Understanding with the City of Brownsville for the Metro Connect Project

- **Goal** – To expand transportation options by linking our bus transportation hubs in Brownsville and in McAllen, the Harlingen VTC Terminal, along with other major destinations such as The University of Texas Pan American, and the University of Texas at Brownsville.
- **Background** – The City of McAllen Transit Department participated in the submission of a joint grant application with the City of Brownsville and the City of South Padre Island. The application was submitted to the Texas Department of Transportation requesting funds to operate a Regional Route System named Metro Connect that would provide transportation services connecting the two Bus Terminals in Brownsville and McAllen, as well as connecting McAllen to the University of Texas Pan American, and Brownsville to South Padre Island. The project has been funded, and a Memorandum of Understanding is needed to outline the responsibilities of both parties and to create an official partnership. The Transit Department is requesting authorization to execute the Memorandum of Understanding.

City of McAllen's responsibilities are as follows;

- Contribute \$111,496 in local match, as budgeted and approved in the FY 13-14 budget.
 - Conduct oversight of the Operation of revenue service on the Green Line.
 - Designate space at Central Station for Green and Red Line bus queuing and layover.
 - Provide dispatching services for all Metro Connect bus lines (Green, Red and Blue).
 - Host a toll free telephone number dedicated for the Metro Connect.
 - Provide 2 revenue vehicles for service delivery.
 - Provide marketing and promotional support for Metro Connect.
 - Provide revenue management and administration for the Green Line and Red Line service including collecting, counting, depositing and reporting all revenue.
 - Submit monthly reports to Brownsville Metro
- **Options**
 - Option 1 – Execute a Memorandum of Understanding with the City of Brownsville for the Metro Connect Project.
 - Option 2 – Disapprove the execution of the Memorandum of Understanding and back out of the project.
 - **Recommendation** – The Transit Department recommends approval to execute a Memorandum of Understanding with the City of Brownsville for the Metro Connect Project.

Memorandum of Understanding
Between The City of McAllen/ Metro McAllen
and
The City of Brownsville/Brownsville Metro

The following Memorandum of Understanding (“MOU”) sets forth the terms of agreement for cooperation and consultation between the following: the City of McAllen/Metro McAllen herein referred to as (“Metro McAllen”) and the City of Brownsville/Brownsville Metro, herein referred to as (“Brownsville Metro”).

I. Purpose of MOU

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties to disseminate information and make appropriate referrals. The City of Brownsville has received funding from the Texas Department of Transportation to provide transportation services through the Intercity Bus Program for the Metro Connect Services.

Metro Connect establishes three (3) new routes, the Green Line, Red Line, and Blue Line, which will feed directly into the two (2) regional hubs, La Plaza and Central Station. The proposed route will provide limited-stop intercity service from UTPA to McAllen, from McAllen to Brownsville, and from Brownsville to South Padre Island. Connecting regional hubs in the area and a commitment to seamless transportation are the primary driving forces for this project.

II. Duration of MOU

The MOU will commence on **September 1, 2013** with approval by all parties and shall remain in full force and effect until **August 31, 2014** in accordance with the terms set forth herein.

III. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with each party’s statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

IV. Responsibilities of the Parties under the MOU

In consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this MOU shall be as follows:

A. City of Brownsville/Brownsville Metro:

Brownsville Metro will

1. Serve as the fiscal agent for the Metro Connection project.
2. Receive and process reimbursement requests from Metro McAllen for grant subsidies.

3. Work directly with its partners, the City of McAllen, the City of South Padre Island and Valley Transit Company to monitor, manage and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA).
4. Evaluate the success of this project utilizing the performance measures:
 - Fares/ Operating Costs
 - Operating Costs/ Passenger Trip
 - Operating Costs/ Revenue Vehicle Mile
 - Operating Costs/ Revenue Vehicle Hour
 - Operating Costs/ Total Vehicle Hour
 - Revenue Vehicle Hours/ Total Vehicle Hour
 - Revenue Vehicle Miles/ Revenue Vehicle Hour
 - Passenger Trips/ Revenue Vehicle Hour
 - Passenger Trips/ Revenue Vehicle Mile

These performance measures will be obtained by monitoring the collection of fares, passenger trips, hours of services and miles of services.

5. Conduct monthly meetings with the City of McAllen, the City of South Padre Island and Valley Transit Company to ensure the goals and objectives are being met as well as to discuss efficiencies and possible project modifications.
6. Gather community input by interviewing passengers and taking surveys on customer satisfaction, trip origin and destination, customer complaints and personal cost effectiveness (personal vehicles versus public transportation). The information obtained will be used to study the project's value to the community and make any possible modifications if warranted.

B. City of McAllen/Metro McAllen:

Metro McAllen will:

1. Conduct the oversight of the Operation of revenue service to be provided on the Green Line by VTC in accordance with the schedule and route map shown in **Appendix A**.
2. Designate space at Central Station for Green and Red Line bus queuing and layover
3. Provide dispatching services for all Metro Connect bus lines (Green, Red and Blue)
4. Host a toll free telephone number dedicated for the Metro Connect service and handle all incoming calls.
5. Provide 2 revenue vehicles including 1 assigned to the Green Line service and 1 assigned to the Red Line service.
6. Provide marketing and promotion support for the Metro Connect service including managing social networking media and project website.
7. Provide revenue management and administration for the Green Line and Red Line service including collecting, counting, depositing and reporting all revenue.

8. Submit monthly reports to Brownsville Metro using the form shown in **Appendix B**.

C. All Parties shall:

1. Develop and implement an efficient and effective transit system between the Parties;
2. Participate in joint planning, when appropriate;
3. Exchange information and coordinate activities and programs for a more streamlined and efficient program system;
4. Provide cross training, as appropriate, between the staff of the Parties regarding program opportunities, services, policies, and procedures;
5. Promote the development of additional linkages with other appropriate partners, including state, local and community agencies;
6. Maintain the confidentiality of participant information and use participant data only in the administration of the Parties' programs; and
7. Designate a liaison whose functions will include serving as a resource to their agency for implementation of the MOU, providing guidance for the implementation of services under the MOU, coordinating communication and meetings between the Parties to review policy, procedures and other issues related to the MOU, and coordinating interagency training programs.
8. Ensure compliance with all rules and regulations set forth in Grant number 51429F7145, Project number ICB-1401(29)36, and the pertinent Grant Agreement with the Texas Department of Transportation.

V. Allocation of Costs

The parties in this MOU assume full responsibility for their respective costs associated with their performance of the terms of this MOU as set out in the budget shown in **Appendix C**. In no event, except as may be provided in a Supplemental MOU, shall any party be obligated to pay or reimburse any expense incurred by another party under this MOU.

VI. Amendment or Cancellation of MOU

The MOU may be amended at any time in writing and by mutual consent of the parties. The MOU may be cancelled by either party upon thirty (30) days written notice. Where one party believes that there has been a material breach of any provisions herein, notice must be provided in writing which allows the other party ten (10) days to resolve the allegation to the satisfaction of the other party. If the alleged breach remains unresolved at the end of ten (10) days, the MOU may be cancelled immediately upon a second written notice.

Approved:

The undersigned parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until approved by all parties involved.

DUPLICATE ORIGINALS

The City of Brownsville/Brownsville Metro

Signature

Date

Name and Title

The City of McAllen/Metro McAllen

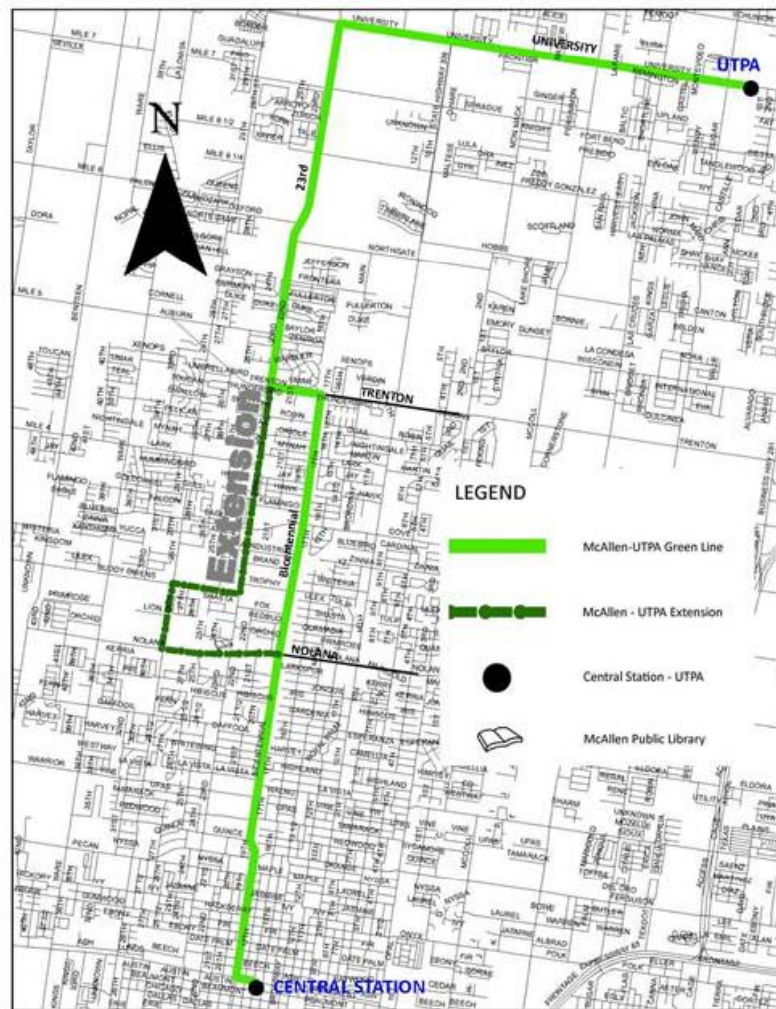
Signature

Date

Name and Title

Appendix A

Blue Line Schedule and Route Map



Central Station to UTPA

Central Station	N Library	UTPA	Central Station
6:10 AM		6:45 AM	7:25 AM
7:30 AM		8:05 AM	8:45 AM
8:50 AM	9:00 AM	9:25 AM	10:10 AM
10:25 AM	10:40 AM	11:05 AM	11:45 AM
11:50 AM	12:00 AM	12:25 AM	1:10 PM
1:25 PM	1:40 AM	2:05 AM	2:45 PM
2:50 PM	3:00 PM	3:25 PM	4:10 PM
4:25 PM	4:40 PM	5:05 PM	5:45 PM
5:50 PM		6:25 PM	7:05 PM
7:10 PM		7:45 PM	8:30 PM

Appendix B

Monthly Report Form

The Monthly Report is under development but will be consistent with the Texas Department of Transportation PTN 128 Reporting Form.

Appendix C

Budget

Public Transportation Budget-Attachment B

Brownsville



Revised 5/2013 GD

Select Fiscal Year---->

FY 2014

Section I: Project Identification

Legend			§5311				§5311 Totals
Totals			Federal	State	Local	TDC	
DropDowns							
Locked Cell							
Data Entry							
Title Cells							
Comments							
Section II: Capital Costs			§5311				§5311 Totals
Description	ALI Code	Quantity & Fuel Type	Federal	State	Local	TDC	
Expand- Bus 35'	11.13.02	ULSD	395,000	395,000		69,706	395,000
Expand- Bus <30'	11.13.04	ULSD	255,000	255,000		45,000	255,000
Marketing	44.27.00		131,504	105,203	26,301		131,504
Preventive Maintenance	11.7A.00		302,031	241,625	60,406		302,031
Purchase of Service	11.71.12						
Preventive Maintenance-5310 C	11.7A.00						
Purchase of Service-5310 Only	11.71.13						
All Other 5310 Capital							
Capital Subtotal			1,083,535	996,828	86,707	114,706	1,083,535

Section III: Planning/ Admin. Costs

	Federal	State	Local	Admin/Pln
Administration Costs -11.79.00	-			
Planning Costs-44.2X.XX	-			
Total Admin/Planning Costs	-			

Section IV: Operating Costs

	Federal	State	Local	Operating
Gross Operating -30.09.00	1,379,015	395,611	395,611	791,222
Farebox Revenue (Cannot be used as Match)	-			
Net Operating	1,379,015	395,611	395,611	791,222

Total Transit Budget	Total	§5311				§5311 Totals
		Federal	State	Local	TDC	
Total Transit Budget	2,462,550	1,392,439	-	482,318	114,706	1,874,757

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u> x </u>	AGENDA ITEM	<u> 2L </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10-8-13 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 10-14-13 </u>
OTHER			

1. Agenda Item: ORDINANCES
2. Party Making Request: KEVIN D. PAGAN, CITY ATTORNEY
3. Nature of Request: (Brief Overview) ATTACHMENT: X YES NO
CONSIDERATION AND ACTION ON ORDINANCE INCREASING AUTHORIZED STRENGTH OF THE McALLEN FIRE DEPARTMENT.

4. Policy Implication: _____

5. Budgeted: YES NO N/A


FUND: _____

Bid Amount: \$ _____	Budgeted Amount: \$ <u>N/A</u>
Under Budget: \$ _____	Over Budget: \$ _____
	Amount Remaining: \$ _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
			<u>YES/NO</u>
a.) Kevin D. Pagan City Attorney		_____	<u>yes</u>
b.) _____	_____	_____	_____

8. Staff recommendation: Adoption.

9. Advisory Board: Approved Disapproved None

10. City Attorney:  Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



CITY OF MCALLEN

City Attorney's Office

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Kevin D. Pagan, City Attorney

DATE: October 7, 2013

SUBJECT: Ordinance Increasing Authorized Strength of Fire Department

Goal: The goal of this item is the adoption by the McAllen City Commission of an ordinance amending Ordinance No. 2012-12 providing for an increase in the number of authorized positions, including an additional Lieutenant/Inspector and an additional Lieutenant/Training.

Options:

1. The City Commission can adopt the attached ordinance providing for an increase in the number of authorized positions from 164 to 166, or
2. The City Commission may choose not to adopt the ordinance providing for an increase in the number of authorized positions.

Recommendation: It is recommended that the City of McAllen Board of Commission amend Ordinance No. 2012-12 and authorize increasing the strength and classifications of the City of McAllen Firefighters from 164 to 166.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MCALLEN NOS. 1990-47, 1990-82, 1995-54, 2002-01, 2003-31, 2003-93, 2004-04, 2004-88, 2005-84, 2006-114, AND 2007-19, 2008-68, 2009-16, 2009-30, 2011-62, 2012-12 AND RELATING TO THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF MCALLEN FIREFIGHTERS; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Board of Commissioners adopted Ordinance No. 2012-12 on February 27, 2013, which Ordinance set the authorized strength and classification of the McAllen Fire Department; and

WHEREAS, Ordinance No. 2012-12 is the most recent City Ordinance relating to authorized strength of the Fire Department and should be amended to provide for one (1) additional Lieutenant/Inspector and one (1) Lieutenant/Training.

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

SECTION I: The number of authorized positions for the classifications of members of the fire department is as set forth in the attached Exhibit "A". The number of positions as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Fire Department may have a lesser number of employees in such classification depending on the ability of the Fire Department to recruit and have qualified applicants. The number of authorized positions may be increased or decreased by the Board of Commissioners from time to time at its sole discretion, subject to any collective bargaining agreement requirements set out in any current collective bargaining agreement.

SECTION II: It is hereby provided that all ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

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

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

CONSIDERED, PASSED and APPROVED this 14th day of October, 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 October, 2013.

CITY OF MCALLEN, TEXAS

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

APPROVED AT TO FORM:

Kevin D. Pagan, City Attorney

EXHIBIT "A" TO ORDINANCE NO. 2013-_____
FIRE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>	<u>HOURS WORKED PER WEEK</u>
Asst. Fire Chief	1	40
Deputy Chief*(Including Fire Marshal)	4	40
Captain (Operations)	6	56
Captain (Administration)	4	40
Lieutenant (Operations)	36	56
Lieutenant/Inspector	6	40
Lieutenant/Training	1	40
Driver	36	56
Fire Fighter	72	56
Total Authorized Strength	<hr/> 166	

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u> x </u>	AGENDA ITEM	<u> 2M </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10-8-13 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 10-14-13 </u>
OTHER			

1. Agenda Item: ORDINANCES

2. Party Making Request: KEVIN D. PAGAN, CITY ATTORNEY

3. Nature of Request: (Brief Overview) ATTACHMENT: X YES NO
CONSIDERATION AND ACTION ON ORDINANCE INCREASING AUTHORIZED STRENGTH OF THE McALLEN POLICE DEPARTMENT.

4. Policy Implication: _____

5. Budgeted: YES NO N/A

FUND:

Bid Amount: \$ Budgeted Amount: \$ N/A

Under Budget: \$ Over Budget: \$

Amount Remaining: \$

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
				<u>YES/NO</u>
a.)	Kevin D. Pagan City Attorney	<u> KDP </u>	<u> 10/8/13 </u>	<u> ✓ </u> yes
b.)	_____	<u> </u>	<u> </u>	<u> </u>

8. Staff recommendation: Adoption.

9. Advisory Board: ✓ Approved Disapproved None

10. City Attorney: ✓ KDP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



McAllen Police Department

INTRA-DEPARTMENTAL COMMUNICATION

TO: MIKE PEREZ, CITY MANAGER

FROM: VICTOR RODRIGUEZ, CHIEF OF POLICE

SUBJECT: AGENDA ITEM -ORDINANCE/INCREASING AUTHORIZED STRENGTH

DATE: 9/24/2013

GOAL: The goal of this item is the Adoption by City of McAllen Board of Commissioners of an ordinance amending Ordinance No. 2009-59 providing for an increase in the number of authorized positions from 279 to 280, providing for a repealer, providing for publication, providing for the severability and ordaining other provisions relating to the subject matter thereof.

BACKGROUND:

On November 7, 1989, the voters of the City of McAllen voted for the adoption of the Municipal Service Chapter of the Texas Local Government Code (*currently Chapter 143*)¹.

Subsequent to this referendum, the City Commission of the City of McAllen adopted Ordinance No. 1990-53 which, in part, established authorized strength and classifications for the McAllen Police Department.

Therefore, all subsequent changes to authorized strength and classifications require that the City of McAllen Board of Commissioners adopt an ordinance amending the currently effective ordinance. Additionally, such ordinance has included pay rates for probationary police officers.

OPTIONS:

1. Adoption by City of McAllen Board of Commissioners of an ordinance amending Ordinance No. 2009-59 providing for an increase in the number of authorized

¹ Source: Sec. 82-126, Code of Ordinances – City of McAllen.

positions from 279 to 280, providing for a repealer, providing for publication, providing for the severability and ordaining other provisions relating to the subject matter thereof.

2. Not adopt ordinance amending Ordinance No. 2009-59 providing for an increase in the number of authorized positions from 279 to 280, providing for a repealer, providing for publication, providing for the severability and ordaining other provisions relating to the subject matter thereof.

RECOMMENDATION:

Adoption by City of McAllen Board of Commissioners of an ordinance amending Ordinance No. 2009-59 providing for an increase in the number of authorized positions from 279 to 280, providing for a repealer, providing for publication, providing for the severability and ordaining other provisions relating to the subject matter thereof.

AN ORDINANCE AMENDING ORDINANCE NO. 2009-59 BY PROVIDING FOR AN INCREASE IN THE NUMBER OF AUTHORIZED POSITIONS FROM 279 TO 280; PROVIDING FOR A REPEALER; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Board of Commissioners adopted its Fiscal Year 2013-2014 budget and increased the authorized strength of the McAllen Police Department by one (1) position.

WHEREAS, Ordinance No. 2009-59 is the most recent City Ordinance relating to authorized strength of the Police Department and should be amended to provide for the additional patrol officers.

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

SECTION I: Ordinance No. 2009-59 is hereby amended with respect to the number of authorized police officer positions. As appears in Exhibit "A", the number of authorized police officers for the McAllen Police Department according to classification is increased by one (1) police officer position, which increase raises the total authorized strength to two hundred eighty (280).

SECTION II: The provisions for the increased positions as set out herein in Exhibit "A" shall be effective upon the completion of training for the additional officers for those slots vacated by attrition as soon as is possible. Otherwise, this Ordinance shall be in full force and effect upon passage in accordance with the law.

SECTION III: Any ordinance in conflict with any of the provisions herein are hereby repealed to the extent of such conflict.

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

SECTION V: 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 VI: The City Secretary is hereby authorized and 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.

CONSIDERED, PASSED and APPROVED this 14th day of October, 2013, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

SIGNED this _____ day of October, 2013.

CITY OF McALLEN, TEXAS

By: _____
James E. Darling, Mayor

By: _____
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Kevin D. Pagan, City Attorney

CIVIL SERVICE

AUTHORIZED POSITIONS AND LONGEVITY PAY FOR POLICE DEPARTMENT

In accordance with **ORDINANCE NO. 2013-_____** and CHAPTER 143 MUNICIPAL CIVIL SERVICE, Subchapter C, Section 143.041:

Authorized Positions

Description		Authorized Positions	Authorized Positions
Classification	Title	2012	2013
Captain	-CSP1	3	3
Lieutenant	- CSP3	11	11
Sergeant	- CSP4	39	39
Police Officer	- CSP5	226	227
<u>Unclassified</u> Probationary Police Officer II ¹	- P402		
<u>Unclassified</u> Probationary Police Officer I	- P401		
		279	280

1 New Police Officers with TCLEOSE certification and 3 years previous law enforcement experience or six months of service as a Police Officer I

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 2N
DATE SUBMITTED 10/07/2013
MEETING DATE 10/14/2013

1. **Agenda Item:** Abandonment Request

2. **Party Making Request:** Kelley Heller-Vela, P.E.

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
Request to abandon a tract of land containing 1.034 acres (45,037.64 sq. ft.)
situated in the County of Hidalgo, Texas being that part or portion of the
Trailblazer Avenue Right-of-Way adjacent to the North line of Lots 158-168, La
Puerta Phase I Subdivision; 14001 North Rooth Road.

4. **Policy Implication:** Subdivision Ordinance

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

Bid Amount: Budgeted Amount:

Under Budget: Over Budget:

Amount Remaining:

If over budget how will it be paid for:

6. **Alternate option/costs:**

7. **Routing:**

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
--	------------	---------	------	-------------

a) <u>Julianne R. Rankin,</u> <u>Planning Director</u>	<u> JRR </u>	<u> 9/4/2012 </u>	<u> Yes </u>
---	------------------	---------------------	------------------

b) <u> </u>	<u> </u>	<u> </u>	<u> </u>
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8. **Staff's Recommendation:** Approval subject to dedication of utility easements to
accommodate all utility lines, as requested, at the school's expense and
recordation of the plat and installation of improvements are complete.

9. **Advisory Board:** X **Approved** **Disapproved** **None**
The Planning & Zoning Commission considered the abandonment request at
their meeting of October 1, 2013 and voted to recommend approval subject to: 1)
Dedication of utility easements to accommodate all utility lines, as requested at
the school's expense; and 2) Recordation of the plat and installation of
improvement; and 3) Abandonment does not take effect until the resubdivision is
recorded and installation of improvements are complete. There were five
members present and voting.

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

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: October 7, 2013

SUBJECT: REQUEST TO ABANDON A TRACT OF LAND CONTAINING 1.034 ACRES (45,037.64 SQ. FT.) SITUATED IN THE COUNTY OF HIDALGO, TEXAS BEING THAT PART OR PORTION OF THE TRAILBLAZER AVENUE RIGHT-OF-WAY ADJACENT TO THE NORTH LINE OF LOTS 158 THRU 168, LA PUERTA PHASE I SUBDIVISION; 14001 NORTH ROUTH 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-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 Kelley Heller-Vela, P.E. on behalf of IDEA Public Schools to abandon the above-referenced portion of Trailblazer Avenue Right-of-Way (ROW), which is located on the west side of Routh Road (N. 29th Street), approximately 430 ft. south of Russell Road (Mile 17 ½ Road). The road ROW was dedicated as part of La Puerta Phase I Subdivision, which was recorded on August 10, 2006. The property is located within the city's Extra-Territorial Jurisdiction (ETJ). Surrounding land uses include three schools, residences and vacant land.

The project engineer has indicated that the basis for the request is that the school is proposing to resubdivide a portion of the subdivision, which includes the school site (Lot "A"), Lots 158-168 and that portion of Trailblazer Avenue into one larger lot to consolidate the school's property. A resubdivision submitted under the name of IDEA Quest Subdivision has received preliminary approval by the Planning and Zoning Commission. Should the abandonment request be approved, the school will propose to utilize the abandoned road ROW as a fenced drive for parents/staff to access the soccer field and for the safety of the students.

The Right-of-Way Department has notified the appropriate city departments and utility companies regarding the request. There are existing storm and sanitary sewer lines located within the road ROW requested for abandonment. The City has recommended approval of the request subject to dedication of new easements to accommodate the existing utilities within the road ROW requested for abandonment.

Such abandonment shall not take effect and ordinance will not be recorded until the following conditions

are met:

1. Dedication of utility easements to accommodate all utility lines, as requested, at the school's expense; and
2. Recordation of the plat and installation of improvement.

OPTIONS:

1. Approve the abandonment request subject to dedication of utility easements to accommodate all utility lines at the school's expense, as well as the abandonment becoming effective at such time the resubdivision is recorded and installation of improvements are complete.
2. Table the item for additional information.
3. Disapprove the abandonment request.

RECOMMENDATION:

The Planning & Zoning Commission considered the abandonment request at their meeting of October 1, 2013 and voted unanimously to recommend approval of the request subject to the following: 1) Dedication of utility easements to accommodate all utility lines, as requested at the school's expense; 2) Recordation of the plat and installation of improvement; and 3) Abandonment does not take effect until the resubdivision is recorded and utility improvements are complete. 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: Request to abandon a tract of land containing 1.034 acres (45,037.64 square feet) situated in the county of Hidalgo, Texas being that part or portion of the Trailblazer Avenue right-of-way adjacent to the north line of Lots 158 thru 168, La Puerta Subdivision
14001 Rooth Road

DATE: September 5, 2013

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

We are recommending approval of the abandonment with the following conditions:

1. Dedication of utility easements to accommodate all utility lines, as requested, at school's expense; and
2. Recordation of plat and installation of improvement.

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

City of McAllen

Planning Department

2012-0007

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

RIGHT-OF-WAY ABANDONMENT APPLICATION

Project Information

Legal Description 1.034 acres being the portion of the Trailblazer Avenue R.O.W adjacent to lots 158-168, La Puerta Subdivision

Subdivision Name Replat of Idea Quest

Street Address 14001 N. Kooth Rd.

Reason for Abandonment Request The school desires to replat lot located on both sides of the street into one larger lot to consolidate their property which would require the abandonment of this portion of Trailblazer Avenue.

Minimum Submittal

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

Owner

Name Idea Public Schools Telephone (956) 377-8000

Address 505 Angelita, Ste 9

City Weslaco State Tx Zip 78596

Applicant

Name Melden & Hunt, Inc. Telephone (956) 381-0981

Address 115 W. McIntyre Street

City Edinburg State Tx Zip 78541

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 Kellyn Hill-Vela Date 06-29-12

Owner

Authorized Agent

REVISED 10/11

RCPT 37, 361



14500

13

AREA TO BE ABANDONED

RUSSELL ROAD

LA PUERTA

LOT A

SUBDIVISION

PHASE 1

N 29TH ST (ROOTHRD)

4

9

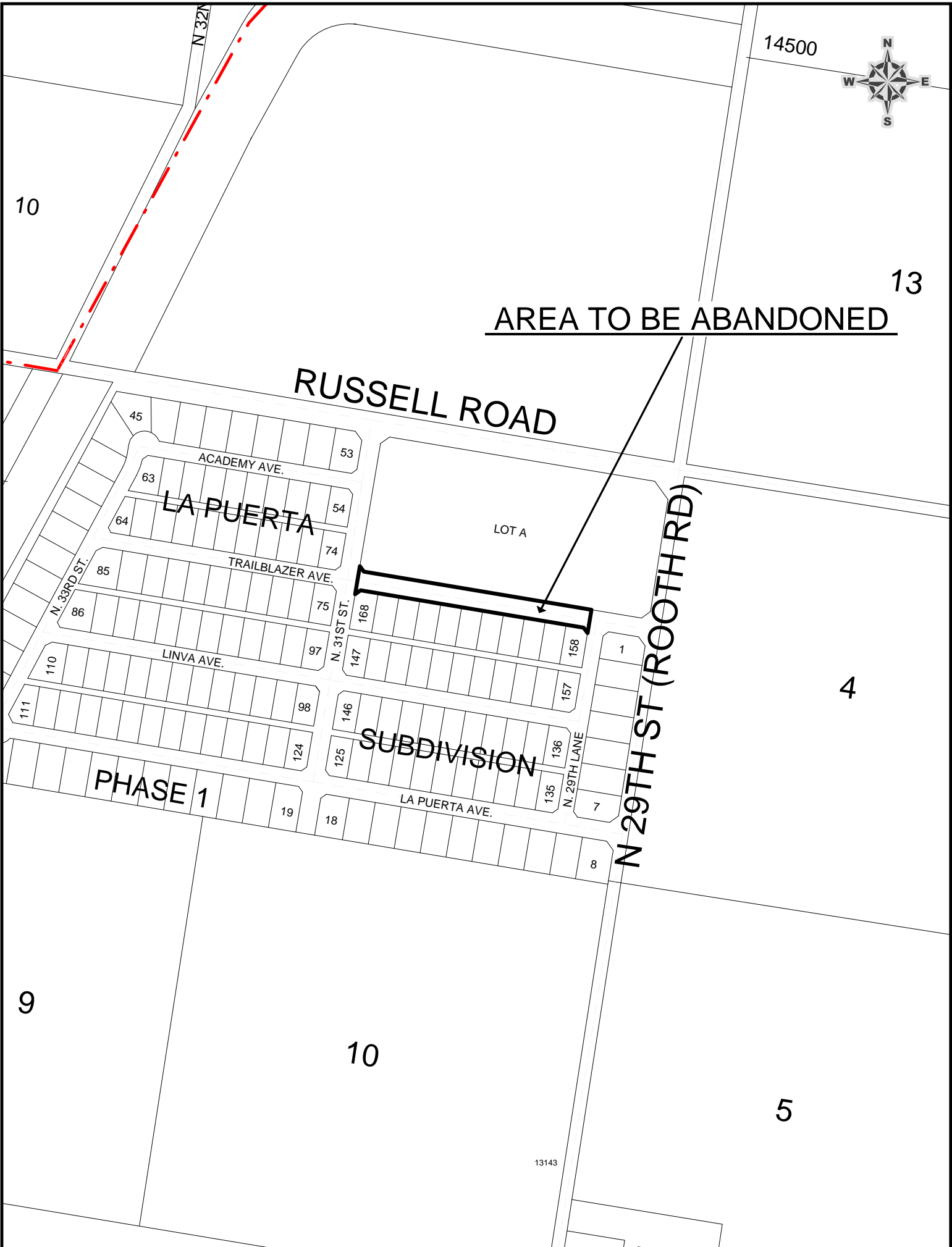
10

5

13143

N 32N

10



MAP OF LA PUERTA SUBDIVISION PHASE I

SCALE: 1" = 100'

200' H.C.I.D. # 1 CANAL R.O.W.

R = 188.00'
L = 233.90'
Δ = 71°17'00"

S 80°21'E 1210.50'

N 80°21'W 1212.08'

S 80°21'E 1210.50'

N 29°44'S 1179.41'

580°20'E 1028.63'

S 08°46'56"W 50.01'

200' H.C.I.D. # 1 CANAL R.O.W.
N 28°22'E 1089.83'
S 28°22'W 1084.6'

200' H.C.I.D. # 1 CANAL R.O.W.
N 88°57'E 1201.52'

AREA REQUESTED FOR ABANDONMENT



Plinio C. Medina



Plinio C. Medina
REGISTERED PROFESSIONAL LAND SURVEYOR
TEL. (512) 641-2914
2912 N. GYM. CT.
WALLLEN, TEXAS 75080 3536-2216 FAX

ALPHAMERICAN ENGINEERING CONSULTANTS
317 E. PARK AVE.
PHARR, TEXAS 78577
TEL. (956) 787-6758
FAX (956) 787-6778

NO.	SHEET	REVISION	DATE	APPROVED

INDEX TO SHEET OF LA PUERTA SUBDIVISION PHASE I	
SHEET 1	LEGAL DESCRIPTION, METERS AND SPANISH CONTRACTS
SHEET 2	LEGAL DESCRIPTION, METERS AND SPANISH CONTRACTS AND ENGINEER'S CERTIFICATION
SHEET 3	CITY APPROVAL, CERTIFIED COUNTY CLERK'S RECORDING, CERTIFIED METERS COUNTY CLERK'S RECORDING, CERTIFICATION OF SUBDIVISION WITH RESPECT TO CITY APPROVAL, METERS AND SPANISH CONTRACTS, APPROVAL NOTICES
SHEET 4	PLAT WITH LOTS, STREETS, AND EASEMENT NOTICES
SHEET 5	PLAT WITH LOTS, STREETS, AND EASEMENT NOTICES AND INDEXING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SEWER MAINS AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF COUPLER FOR GUP SYSTEM PLAT AND NOTIFICATION TO PROPERTY OWNERS OF TOWNSHIP AND DISTRICT
SHEET 6	DETAILED REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT, ENGINEER'S CERTIFICATION, UTILIZATION TABLE, TYPICAL DRAINAGE DESIGN AND DETAILS

LOCATION OF SUBDIVISION WITH RESPECT TO MUNICIPALITY AND COUNTY.

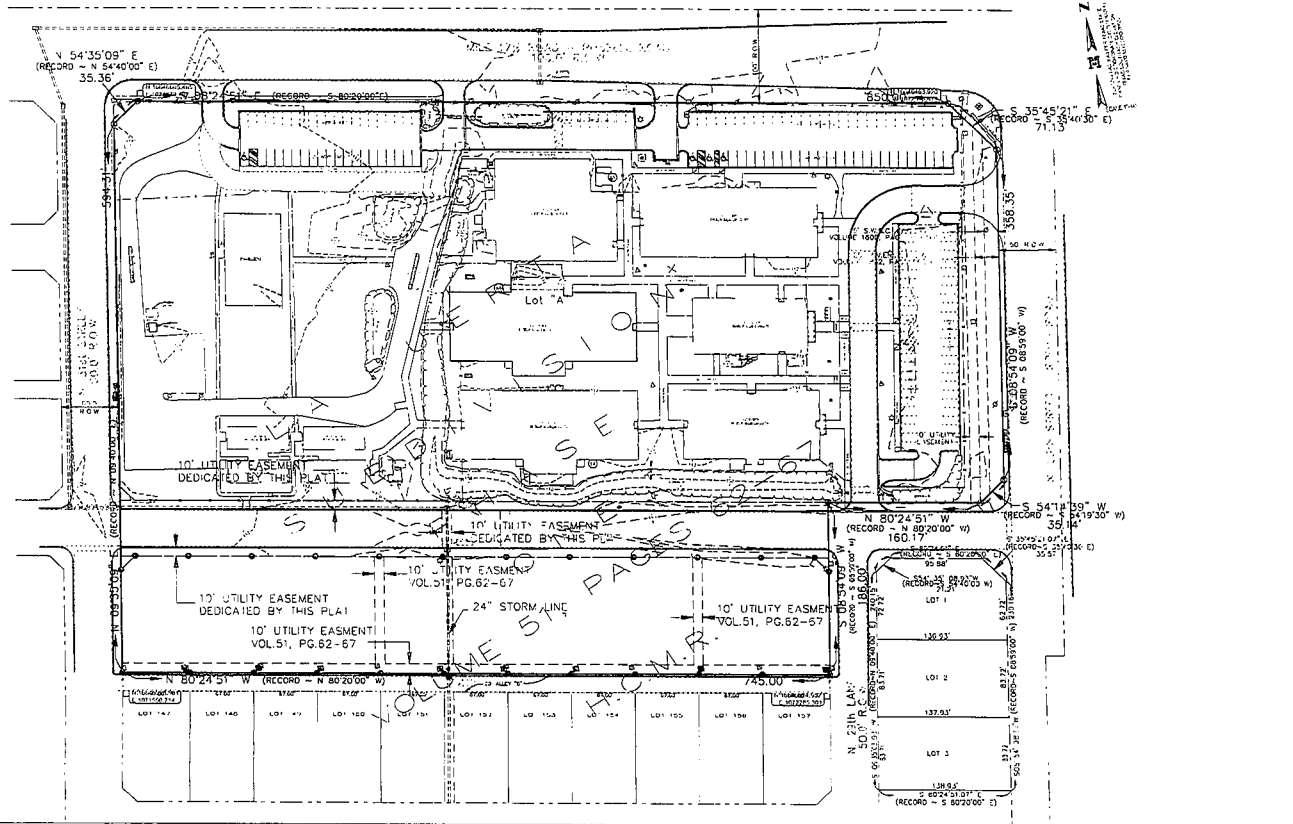
1-A ALBERTA SUBDIVISION PHASE I, IS LOCATED WITHIN HENDERSON COUNTY, TEXAS, IN THE NORTH-WEST CORNER OF THE INTERSECTION OF ROAD 146 AND N. STREETS 37 AND 38.

2- A RECORDING INSTRUMENT NO. 226941, IS A 200' X 100' FROM THE CITY LIMITS AND IS WITHIN THE CITY'S SINGLE EXTRAJURISDICTIONAL JURISDICTION WITHIN ALBERTA COUNTY, TEXAS.

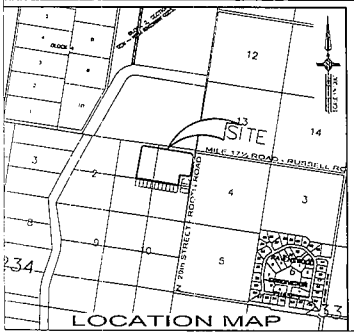
SECTION 23A, TEXAS-MEXICAN BOUNDARY SURVEY VOL. 2026, P. 75, 216.

FILED FOR RECORD IN HENDERSON COUNTY BY EDDY TREVIÑO COUNTY CLERK ON 03/27/2024 AS A RECORDING INSTRUMENT NO. 226941

- LEGEND**
- FOUND NAIL/STAKE
 - FOUND IRON PIPE/PIPE END CAP STAKE/STAKE/STAKE
 - STORM SPHERICAL MARK
 - TYPE "A" INLET
 - TYPE "C" INLET
 - 2 1/2" CHAIN HOLE
 - GULLY/PIPE INLET



TOPOGRAPHY AND DRAINAGE PLAN



M MELDEN & HUNT INC.
 CONSULTING ENGINEERS SURVEYORS
 1125 W. HAWTHORNE ST. #1000
 CHICAGO, IL 60641
 TEL: (312) 281-0284 FAX: (312) 281-0284
 TEL: (312) 281-1829 FAX: (312) 468-8339
 ESTABLISHED 1947 www.meldenandhunt.com

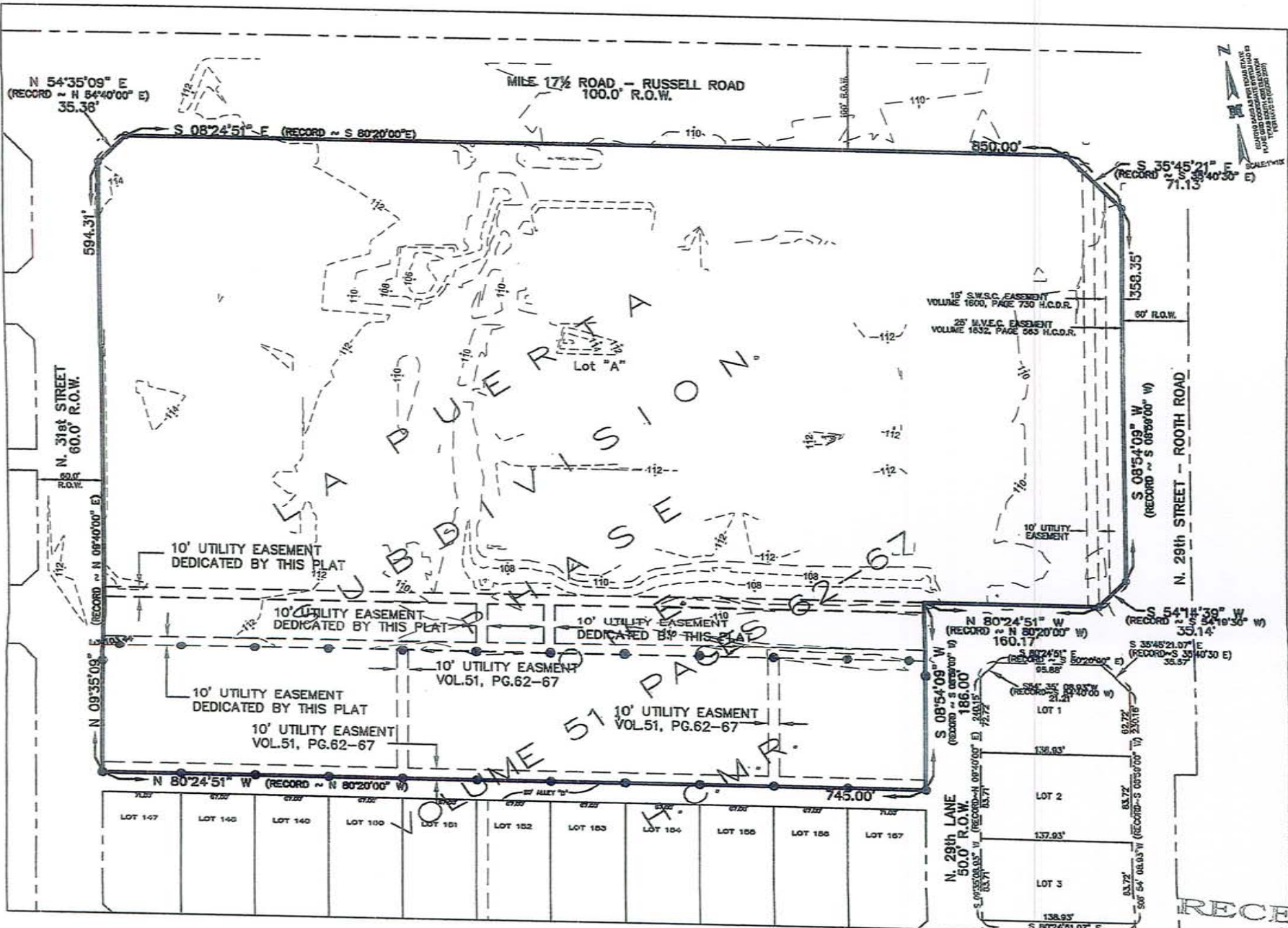
THE CITY OF CHICAGO
 DEPARTMENT OF PUBLIC WORKS
 FIELD ENGINEER IN CHARGE
 HEBALDO GONZALEZ
 WILFRED CIVILIANO, JR.
 HANCOCK COUNTY CLERK

ON _____ AT _____ AL/PLW
 DOCUMENT NUMBER _____
 OF THE MAP RECORDS OF HANCOCK COUNTY, ILLAS.
 BY _____ DEPUTY

SHEET 3
 SHEET INDEX

SHEET 11, HEADING, INDEX, NEARBY MAP AND C&A, PRINCIPAL CONTRACTS, LOCAL DESCRIPTION (METES & BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND REFERENCED SURVEYS, DEDICATION, CERTIFICATION AND ATTESTATION, CITY APPROVAL, CERTIFICATE, COUNTY CLERK'S RECORDS, SURVEYOR'S, ENGINEER'S AND COUNTY CLERK'S RECORDS OF PLAT NUMBER, DESCRIPTION OF LOCALITY OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESCRIBE THE PRESENCE OF THE PROJECT'S DIMENSIONS, METES AND BOUNDS, CERTIFICATION, VERIFICATION, DISTRICT CERTIFICATE OF CORRECTNESS, WHETHER CONDITIONS PRECEDENT TO PLAT SUBDIVISION INCLUDING LOCAL SHEET HIGH AS MAY BE APPLICABLE, WHETHER CONDITIONS, EITHER OF PLAT SUBDIVISION WITH CERTAIN, SHALL PRECEDE.

SHEET 12, WATER DISTRIBUTION AND SANITARY SEWER MAP
 SHEET 13, MAP OF TOPOGRAPHY AND DRAINAGE



IDEA QUEST SUBDIVISION
 (Proposed Resubdivision)

RECEIVED
 JUL 10 2010
 Initial: *[Signature]*



AREA TO BE ABANDONED

RUSSELL ROAD

LA PUERTA

SUBDIVISION

PHASE 1

LOT A

N 29TH ST (ROOTHRD)



10

14500

13

4

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13143

ORDINANCE NO. 2013-

AN ORDINANCE ABANDONING A TRACT OF LAND CONTAINING 1.034 ACRES (45,037.64 SQUARE FEET) SITUATED IN THE COUNTY OF HIDALGO, TEXAS BEING THAT PART OR PORTION OF THE TRAILBLAZER AVENUE RIGHT-OF-WAY ADJACENT TO THE NORTH LINE OF LOTS 158 THRU 168, LA PUERTA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51, PAGES 62-67, HIDALGO COUNTY MAP RECORDS, BUT RETAINING A UTILITY EASEMENT OVER THE TRACT OF LAND BEING ABANDONED; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the subject right of way is no longer used by or useful to the public and the vacating of such right of way will relieve the City from maintenance and expenses relating thereto,

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

SECTION I: The portion of the right of way described in Exhibit "A", attached hereto, save and except any and all property that is improved with utilities or utility lines, is hereby declared to be abandoned by the City of McAllen as being of no use to the public. **Such abandonment shall not take effect and ordinance will not be recorded until the following conditions are met:**

1. **Dedication of utility easements to accommodate all utility lines, as requested, at school's expense; and**
2. **Recordation of plat and installation of improvement.**

SECTION II: Upon the effective date and compliance by owner with all the conditions set out in Section I, above, the City Manager is hereby authorized to record this ordinance in the Official Records of Hidalgo County, Texas, upon the payment by owner to City 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 right of way as their interests are reflected according to law.

SECTION III: 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 IV: This Ordinance shall become effective only upon meeting the above mentioned conditions and signature.

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

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

SECTION VII: This Ordinance shall become effective only upon meeting the above mentioned conditions and signature.

CONSIDERED, PASSED and APPROVED this ____ day of _____, 2013, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code and Chapter 102 of the Texas Local Government Code.

SIGNED this _____ day of _____ 2013.

CITY OF McALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

By: _____
Annette Villarreal, TRMC City Secretary

APPROVED AS TO FORM:

Gary Henrichson, Assistant City Attorney

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 _____, 2013.

Notary Public - State of Texas

June 23, 2012

**METES AND BOUNDS DESCRIPTION
1.034 ACRES OUT OF THE
TRAILBLAZER AVENUE R.O.W.
LA PUERTA SUBDIVISION
HIDALGO COUNTY, TEXAS**

A tract of land containing 1.034 acres [45,037.64 square feet] situated in the County of Hidalgo, Texas, being that part or portion of the Trailblazer Avenue right-of-way adjacent to the North line of Lots 158 thru 168, La Puerta Subdivision according to the plat thereof recorded in Volume 51, Pages 62-67, Hidalgo County Map Records, said 1.034 acres [45,037.64 square feet] also being more particularly described as follows:

BEGINNING at a No. 4 rebar found at the Easternmost Northeast corner of said Lot 158 for the Southeast corner of this tract;

1. THENCE, North 35 degrees, 20 minutes, 00 seconds West, a distance of 21.21 feet to a No. 4 rebar found at the Westernmost Northeast corner of said Lot 158, for an inside corner of this tract;
2. THENCE, North 80 degrees, 20 minutes, 00 seconds West, along the North lines of said Lots 158 thru 168 and the South right-of-way line of Trailblazer Avenue, a distance of 715.00 feet to a No. 4 rebar found at the Easternmost Northwest corner of said Lot 168, for an inside corner of this tract;
3. THENCE, South 54 degrees, 40 minutes, 00 seconds West, a distance of 21.21 feet to a No. 4 rebar found at the Westernmost Northwest corner of said Lot 168, for the Southwest corner of this tract;
4. THENCE, North 09 degrees, 40 minutes, 00 seconds East, along the East right-of-way line of N. 31st Street, a distance of 90.00 feet to the Westernmost Southwest corner of Lot A, La Puerta Subdivision, for the Northwest corner of this tract;
5. THENCE, South 35 degrees, 20 minutes, 00 seconds East, a distance of 21.21 feet to the Easternmost Southwest corner of said Lot A for an inside corner of this tract;
6. THENCE, South 80 degrees, 20 minutes, 00 seconds East, along the South line of said Lot A and the North right-of-way line of Trailblazer Avenue, a distance of 730.00 feet the Northeast corner of this tract;
7. THENCE, South 09 degrees, 40 minutes, 00 seconds West, across the right-of-way of Trailblazer Avenue and along the West right-of-way line of N. 29th Lane, a distance of 75.00 feet the POINT OF BEGINNING, and containing 1.034 acres [45,037.64 square feet] of land, more or less.

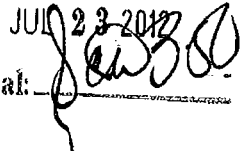
I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/25/2012 UNDER MY DIRECTION AND SUPERVISION.

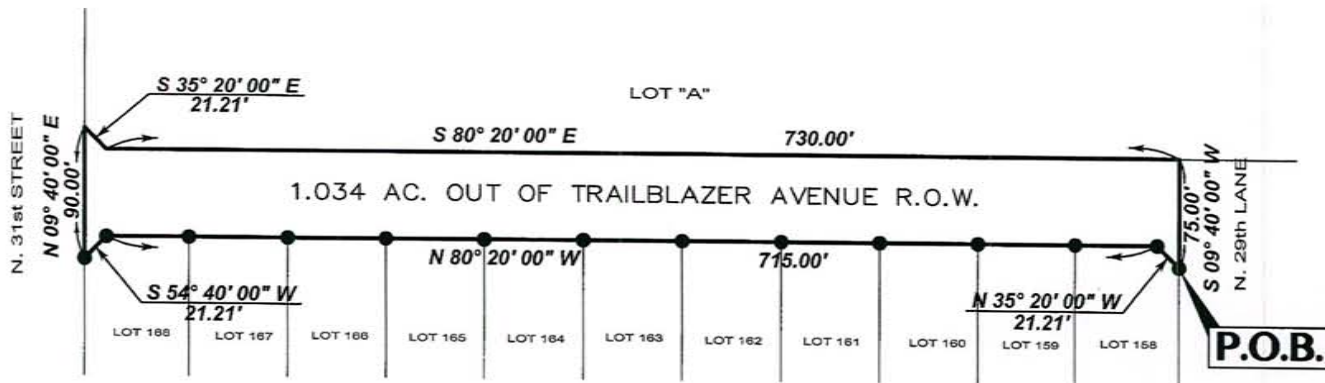

FRED L. KURTH, R.P.L.S. #4750

7-23-12
DATE:



RECEIVED

JUL 23 2012
Initial: 



● FOUND No.4 REBAR

NOTE:
SURVEY IS VALID ONLY IF
PRINT HAS ORIGINAL SEAL
& SIGNATURE OF SURVEYOR.

EXHIBIT "A"

PLAT SHOWING
1.034 ACRES [45037.64 SQUARE FEET]
BEING THE PORTION OF
THE TRAILBLAZER AVENUE R.O.W.
ADJACENT TO LOTS 158 THRU 168
LA PUERTA SUBDIVISION
VOLUME 51, PAGES 62-67 H.C.M.R.
HIDALGO COUNTY, TEXAS

EXHIBIT "A"
Pg. 2 of 2

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 05/25/12 UNDER MY DIRECTION AND SUPERVISION.



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



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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

BOOK T-934, PG. 16-34,37,42-49
UPDATED: 7/23/2012
JOB No. 11044.08
FILE NAME: 11044.08
DRAWN BY: J.C.

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

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RECEIVED
JUL 23 2012

STANDARDIZED RECOMMENDATION FORM

20

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

AGENDA ITEM _____
DATE SUBMITTED 10/7/2013
MEETING DATE 10/14/2013

1 Agenda Item: _____
Resolution to authorize City Manager to complete transaction to acquire a tract of land out of Lot 3, Block 4, A.J. McColl Subdivision, Hidalgo County, Texas

2 Party Making Request: Kevin Pagan, City Attorney

3 Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration to approve resolution to authorize City Manager to complete transaction to acquire a tract of land out of Lot 3, Block 4, A.J. McColl Subdivision, Hidalgo County, Texas - K street

4 Policy Implication: _____

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

6 Alternate option costs: N/A

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Kevin Pagan, City Attorney</u>	_____	_____	<u>YES</u>
b) _____	_____	_____	_____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: Approved Disapproved None

McAllen Right of Way Department

To: Kevin Pagan, City Manager

From: Jeanie Backor, Right of Way Department

Date: **October 7, 2013**

Re: A 0.92 acre tract of land, more or less, out of the west 17.94 acres of Lot 3, Block 4, A.J. McColl Subdivision, Hidalgo County, Texas

GOAL: Authorize City Manager to complete transaction to acquire above referenced property and approve Resolution

EXPLANATION: The Board of Commissioners authorized the City Attorney to attempt to purchase the right of way referenced above on August 26, 2013.

In order to close the transaction, the Board of Commissioners needs to authorize the City Manager and staff to prepare and execute documents. (See Resolution attached)

OPTIONS: Complete transaction at this time, postpone, or decline.

RECOMMENDATIONS: Authorize City Manager and City Attorney to take any and all necessary action to acquire the property by purchase and approve Resolution (see attached).

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, AUTHORIZING THE PURCHASE OF 0.92 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 17.94 ACRES OF LOT 3, BLOCK 4, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN Volume 21, Page 598, DEED RECORDS, HIDALGO COUNTY, TEXAS; FOR THE PROPOSED "K" CENTER STREET EXTENSION PROJECT.

WHEREAS, the Board of Commissioners of the City of McAllen, Texas has approved the Purchase of the above referenced property for a proposed "K" Center Street Extension Project described in Exhibit "A".

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

1. That the City of McAllen City Attorney's office is hereby authorized and directed to proceed with the preparation of the all documents it deemed necessary in relation thereto to consummate this transaction.
2. That the Board of Commissioners of the City of McAllen, hereby officially authorize the City Manager to take any and all action he deems necessary and appropriate including the execution of all documents needed to consummate this transaction.
3. This resolution shall become effective immediately after and from its passage.

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

Government Code.

SIGNED this _____ day of _____ 2013.

CITY OF McALLEN

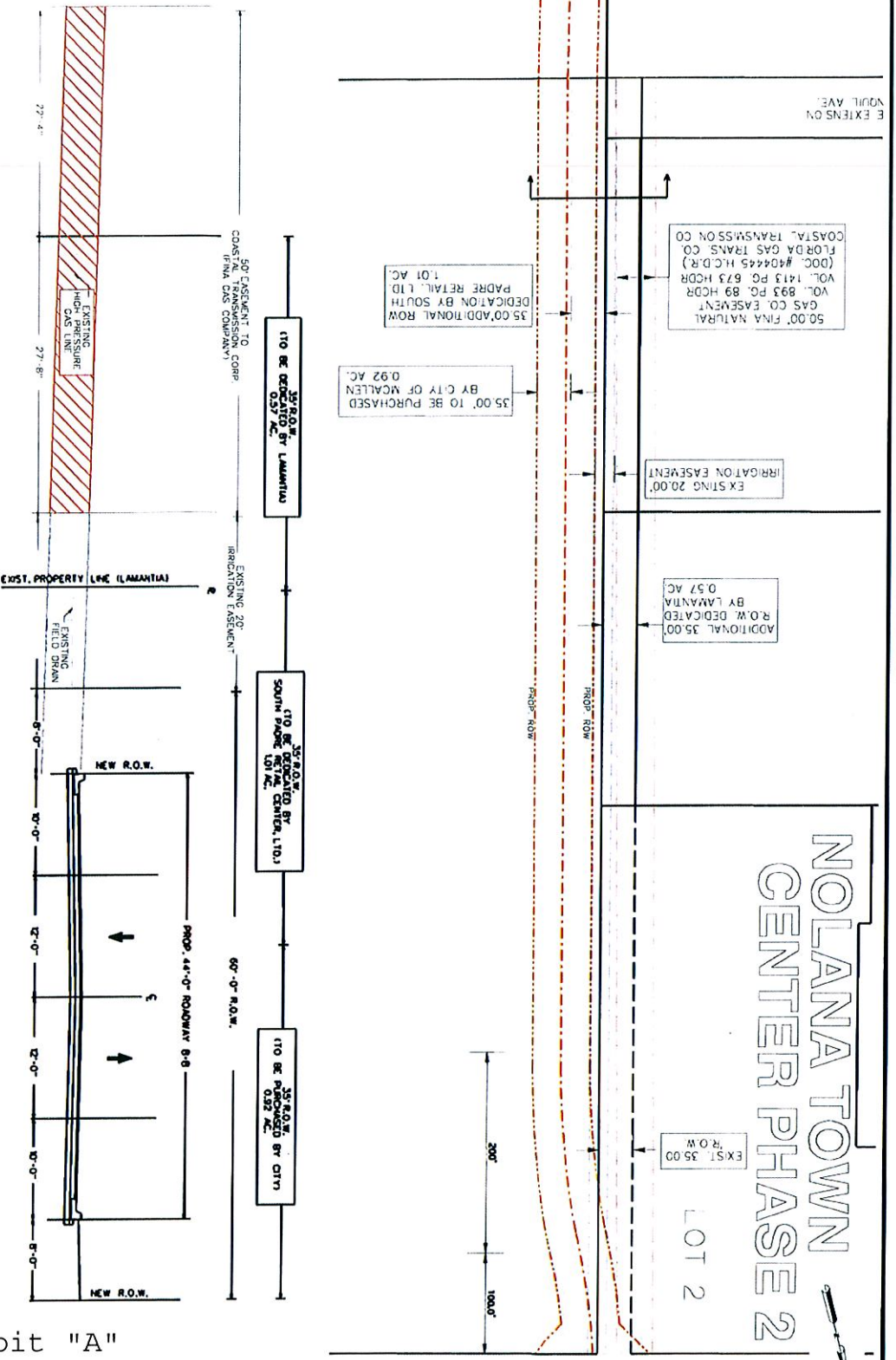
By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Gary Henrichson, Assistant City



**PROPOSED 'K' CENTER STREET
 TYPICAL CROSS SECTION**

**NOLANANA TOWN
 CENTER PHASE 2**

EXIST. 35.00'
 R.O.W.
 LOT 2

Exhibit "A"
 Page 1 of 1



10-xxxx K CENTER STREET EXTENSION NOLANA AVE TO JONQUIL AVE	
TYPICAL SECTIONS	
DATE: 05/09/13	DRAWN BY: JAMES
CHECKED BY: M.A.S.	PROJECT NO: 10-xxxx
DESIGNED BY: JAMES	ENGINEER: K. CENTER

SCALE: 1" = 100'	DATE: 05/09/13
PROJECT NO: 10-xxxx	DRAWN BY: JAMES
SHEET NO: 01	CHECKED BY: M.A.S.
	DESIGNED BY: JAMES
	ENGINEER: K. CENTER

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 2P </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10/08/13 </u>
OTHER	<u> </u>	MEETING DATE	<u> 10/14/13 </u>

1. **Agenda Item:** Variance Request – 1515 Houston Subdivision

2. **Party Making Request:** Blanca Gutierrez

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
 Variance to Right-of-Way Dedication; 1515 Houston Avenue

4. **Policy Implication:** Section 134-105(h) of the Subdivision Ordinance

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>

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> 10/8/2013 </u>	<u> Yes </u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** Approval of a 10 ft. ROW dedication for 60 ft. ROW
 along Houston Avenue.

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

 At the Planning and Zoning Commission meeting on October 1, 2013, the Board
 voted unanimously to recommend approval of the variance allowing for a 10 ft.
 ROW dedication for 60 ft. of ROW along Houston Avenue in lieu of the 80 ft.
 ROW as indicated in the Thoroughfare Plan. There were five members present
 and voting.

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

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: October 8, 2013

SUBJECT: 1515 HOUSTON SUBDIVISION – VARIANCE TO RIGHT-OF-WAY DEDICATION; 1515 HOUSTON AVENUE.

GOAL:

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

BRIEF DESCRIPTION:

1515 Houston Subdivision is a vacant, one-lot resubdivision consisting of 0.32 acres and is located at the southeast corner of S. 16th Street and Houston Avenue and is zoned R-3A (multifamily residential apartments) District. The property owner, Ms. Blanca Gutierrez is requesting a variance from the required right-of-way (ROW) dedication for Houston Avenue. Specifically, the variance is from Section 134-105(h) of the Subdivision Ordinance which states that the ROW for a street shown on the comprehensive plan shall be equal to or greater than that indicated on the plan for streets. The City's Thoroughfare Plan calls for an 80 ft. ROW along Houston Avenue.

As part of the requirements for the resubdivision, a 20 ft. ROW dedication is required for Houston Avenue for 40 ft. from centerline for a future 80 ft. ROW. This would be the first property along this section of Houston Avenue with the ROW requirement for a future 80 ft. ROW since the adoption of the new Thoroughfare Plan, which was approved on December 10, 2007. This section of Houston Avenue has an existing 40 ft. ROW.

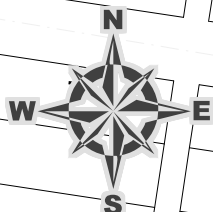
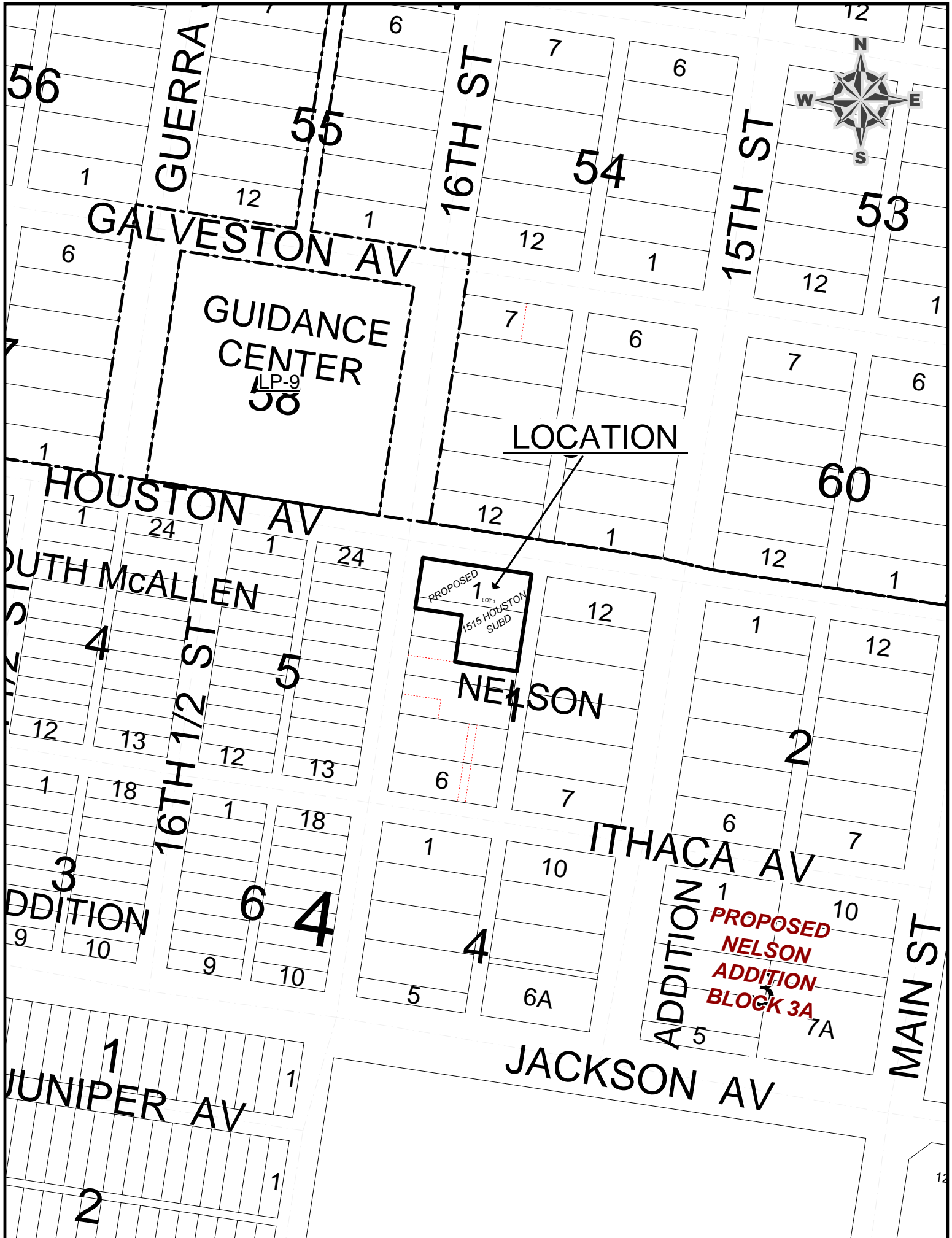
1515 Houston Subdivision was considered in revised preliminary form by the Planning and Zoning Commission at their meeting of October 1, 2013. The resubdivision plat presented at the meeting showed the 40 ft. ROW existing along Houston Avenue and provides for an additional 10 ft. ROW dedication.

OPTIONS:

1. Approve the variance request subject to a 10 ft. ROW dedication for a 60 ft. ROW in lieu of the 80 ft. ROW along Houston Avenue as called for in the Thoroughfare Plan.
2. Table the item for additional information.
3. Disapprove the variance request.

RECOMMENDATION:

The Planning and Zoning Commission considered the variance request at their meeting of October 1, 2013. There was discussion regarding the proposed resubdivision and existing ROW along Houston Avenue. Following discussion of the item, the board voted unanimously to approve the resubdivision in revised preliminary form with a favorable recommendation to the City Commission for approval of the variance request subject to a 10 ft. ROW dedication for 60 ft. of ROW along Houston Avenue in lieu of the 80 ft. ROW as indicated in the Thoroughfare Plan. There were five members present and voting.



GUERRA

GALVESTON AV

16TH ST

15TH ST

HOUSTON AV

1515 HOUSTON SUBD

16TH 1/2 ST

ITHACA AV

JACKSON AV

JUNIPER AV

MAIN ST

GUIDANCE CENTER
LP-9
50

LOCATION

PROPOSED LOT 1

NEILSON

PROPOSED NELSON ADDITION BLOCK 3A

ADDITION

ADDITION

July 25, 2013

City of McAllen
Planning and Zoning Department
1300 Houston Ave.
McAllen, TX 78501

Re: 1515 Houston Subdivision Right-of-Way Dedication along Houston Avenue Variance Request

Dear Sirs,

I, Blanca Gutierrez, President of Madiam, L.P., a Texas Limited Partnership, and property owner of the subdivision to be named "1515 Houston Subdivision", am requesting a variance for the 20 ft. right-of-way dedication requirement along Houston Avenue for the proposed Subdivision.

1515 Houston Subdivision is a proposed 1 lot subdivision more particularly described as follows:

BEING A 0.318 ACRE TRACT OF LAND OUT OF LOTS 1, 2, AND 3, BLOCK 1, NELSON ADDITION TO MCALLEN TEXAS, HIDALGO COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED FROM DAVID A. OLIVAREZ, SR. TO MADIAM, L.P., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOC # 2010-2066364, HIDALGO COUNTY, TEXAS.

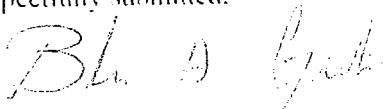
This subdivision is located on the Southeast corner of the intersection of Houston Avenue and S. 16th Street. The Subdivision is zoned as C-3L- Light commercial District. Currently on the property there is an unoccupied existing house that will be demolished.

The proposed use of the subdivision will be for the construction of 8 multi-family apartments as shown on the attached site plan. An application for rezoning was submitted back in June, 2013 and is up for consideration by the Planning and Zoning Commission on August 6, 2013.

The proposed site plan was developed centered on the limitations of the lot dimensions and configuration; and also designed to comply with minimum parking and building requirements from the City of McAllen. The reason why I am requesting this variance is because, as shown on the site plan, the 20' dedication of the right-of-way along Houston Avenue will make it impossible to develop the proposed number of apartments and provide the minimum parking requirements. The proposed site plan complies with all other City of McAllen development and construction requirements.

Your consideration of this request is greatly appreciated.

Respectfully submitted,

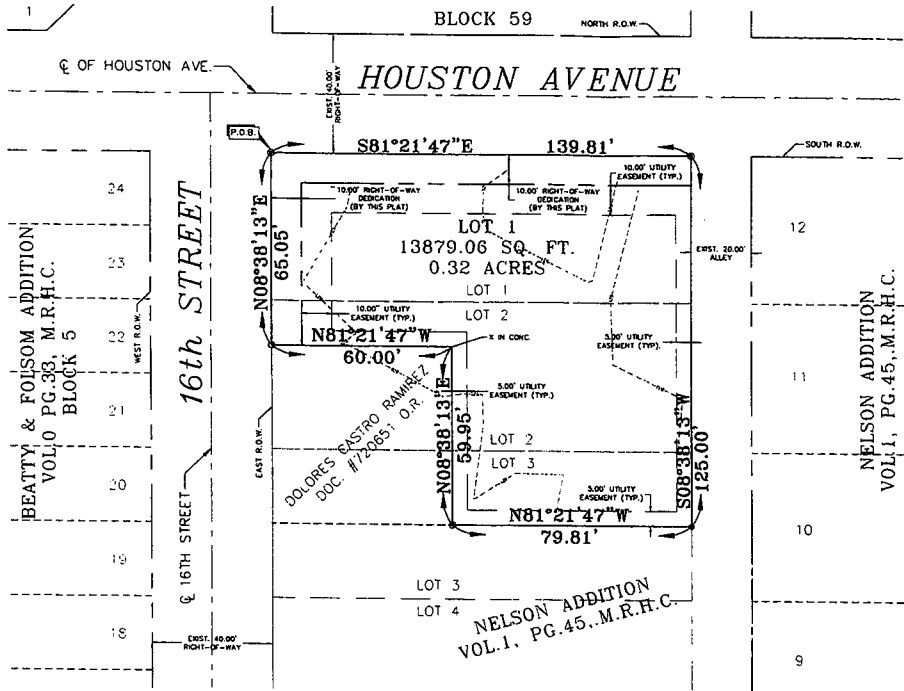


Blanca Gutierrez
2603 E. Mile 3 Rd.
Mission, Tx 78573

RECEIVED

1515 HOUSTON SUBDIVISION

BEING A 0.32 ACRE TRACT OF LAND OUT OF LOTS 1, 2, AND 3, BLOCK 1, NELSON ADDITION TO MCALLEN TEXAS, HIDALGO COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED FROM DAVID A. OLIVAREZ, SR. TO MADIAM, L.P., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOC # 2010-2066364, HIDALGO COUNTY.

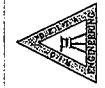


SCALE: 1"=20'
BEARING BASIS
TEXAS STATE PLAIN
COORDINATES
(NAD 83)

LEGEND

- FOUND IRON PIPE
- ⊙ SET #4 REBAR
- PUNCH HOLE IN CONCRETE

RIO DELTA ENGINEERING
FIRM REGISTRATION NO. F-7628
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539
(TEL) 956-360-5162 (FAX) 956-360-5083



DATE: AUGUST 20, 2013
SCALE: 1"=20'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF GILBERT J. GUERRA, P.E. 80136 ON AUGUST, 2013. IT IS NOT TO BE USED FOR CONSTRUCTION, SUDGING OR PRELIM PURPOSES.

REVIEW

PLAT SHEET
1515 HOUSTON SUBDIVISION
MCALLEN, TEXAS

RECEIVED
FILED FOR RECORD IN
HIDALGO COUNTY
BY ARTURO GILJARRDO, JR.
COUNTY CLERK
ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER: _____
BY: _____ DEPUTY

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN AS THE 1515 HOUSTON SUBDIVISION, AN ADDITION TO THE CITY OF MCALLEN, TEXAS, AND TRACTS HEREIN, I (WE) SUBSCRIBED HEREIN DO HEREBY GRANT AN EASEMENT TO SAID CITY AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE, LEASED SAID CITY, THE USE OF 16TH STREET, AND THE ALLEYS ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF MCALLEN, EMPLOYEES OF UTILITIES UNDER FRANCHISE TO SAID CITY AND RESIDENTS OF THE SUBDIVISION AND THEIR GUEST.

STATE OF TEXAS - COUNTY OF HIDALGO
MAYOR'S CERTIFICATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

GITY MAYOR _____ DATE _____

STATE OF TEXAS - COUNTY OF HIDALGO
PLANNING AND ZONING COMMISSION CHAIR CERTIFICATE

I, THE UNDERSIGNED, CHAIR OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING CHAIR _____ DATE _____

STATE OF TEXAS - COUNTY OF HIDALGO
REGISTERED PROFESSIONAL ENGINEER

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

GILBERT J. GUERRA P.E. _____ DATE _____
REG. PROFESSIONAL ENGINEER NO. 90136



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DRAINAGE DISTRICTS DEPARTMENT AND APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY _____ DATE _____

STATE OF TEXAS - COUNTY OF HIDALGO
REGISTERED PROFESSIONAL LAND SURVEYOR

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREIN, AND THAT THERE ARE NO APPARENT OMISSIONS, CONTRADICTIONS, OR IMPROVEMENTS, VISIBLE UTILITY LINES OR RECORDS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEN AND HIDALGO COUNTY, TEXAS.

EDWARD RUMSEY _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729
SURVEY FIRM # 10125000



GENERAL PLAT NOTES:

- MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION SHALL BE 18' ABOVE TOP OF CURB IN FRONT OF THE CENTER-POINT OF THE LOT.
- WHENEVER BUILDING SETBACKS SHALL BE AS FOLLOWS:
HOUSTON AVENUE: 10 FEET OR GREATER FOR EASEMENTS, FRONT - 16TH STREET: 20 FEET OR IN LINE WITH EXIST. STRUCTURE, WHATEVER IS GREATER.
REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE, OR GREATER FOR EASEMENTS.
INTERIOR SIDE: IN ACCORDANCE WITH THE ZONING ORDINANCE, OR GREATER FOR EASEMENTS.
CORNER - HOUSTON AVENUE: 10 FEET OR GREATER FOR EASEMENTS.
GARAGE: 18 FEET EXCEPT WHERE GREATER SET BACK IS REQUIRED; GREATER SET BACK.
- ALL SET BACKS ARE SUBJECT TO INCREASE TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN REVISIONS.
- THE SUBDIVISION IS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480343 0010 C MAP REVISED: NOVEMBER 3, 1982.
- A DRAINAGE DETENTION OF _____ OF OR _____ ACRES FEET IS REQUIRED FOR THIS SUBDIVISION. AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPT. IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS. DETENTION SHALL COMPLY WITH LATEST DRAINAGE PLAN.
- EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- BENCHMARKS: _____
- 8-FOOT OPRAQUE BUFFER REQUIRED FROM ADJACENT MULTI-FAMILY AND COMMERCIAL OR INDUSTRIAL ZONES/USE.
- 8-FOOT MANSORY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USE.
- 10-FOOT WIDE MINIMUM SHOULDER REQUIRED ON HOUSTON AVENUE AND S. 16TH STREET AT THE OF BUILDING PERMIT REQUEST.

METES AND BOUNDS:

BEING A 0.32 ACRE TRACT OF LAND OUT OF LOTS 1, 2, AND 3, BLOCK 1, NELSON ADDITION TO MCALLEN TEXAS, HIDALGO COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED FROM DAVID A. OLIVAREZ, SR. TO MADIAM, L.P., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOC # 2010-2066364, HIDALGO COUNTY, TEXAS, SAID 0.32 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF THE SAID NELSON ADDITION, SAME BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 16TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE S 08°12'47" ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON STREET, SAME BEING THE NORTH LINE OF BLOCK 1, A DISTANCE OF 129.88 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

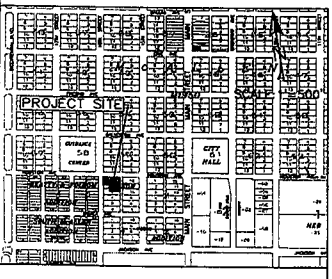
THENCE S 08°12'47" ALONG THE WEST LINE OF A 20 FOOT ALLEY, SAME BEING THE EAST LINE OF LOTS 1, 2, AND 3, BLOCK 1, A DISTANCE OF 125.00 FEET TO A PUNCH HOLE IN CONCRETE FOUND AT A POINT ON THE WEST LINE OF SAID ALLEY;

THENCE N 81°21'47" ACROSS LOT 3, BLOCK 1, A DISTANCE OF 79.81 FEET TO AN IRON ROD SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°12'47" ACROSS LOTS 2, AND 3, BLOCK 1, A DISTANCE OF 59.95 FEET TO AN X IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

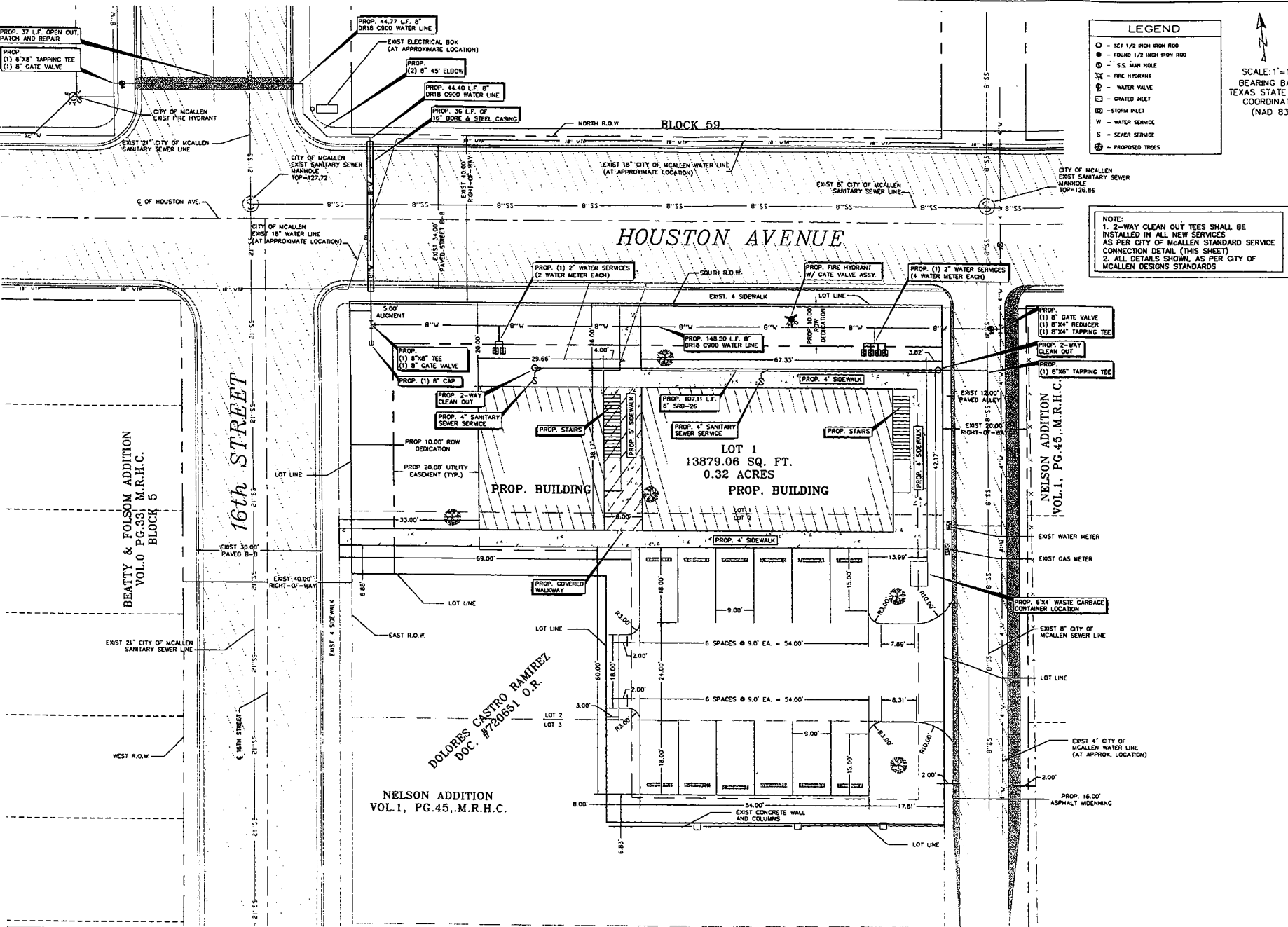
THENCE N 81°21'47" ACROSS LOT 2, A DISTANCE OF 60.00 FEET TO AN IRON ROD FOUND ON THE EASTERLY RIGHT-OF-WAY OF 16TH STREET FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°12'47" ALONG THE EASTERLY RIGHT-OF-WAY OF 16TH STREET, SAME BEING THE WEST LINE OF BLOCK 1, A DISTANCE OF 65.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.32 ACRES OF LAND MORE OR LESS.



PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER: BLANCA A. GUTIERREZ MADIAM, L.P., A TEXAS LIMITED PARTNERSHIP	2803 E. MILE 3 MIDLAND, TX 79703	(936) 415-7631
SURVEYOR: EDWARD RUMSEY	2020 ANDERSON HILL AUSTIN, TX 78756	(512) 249-8199 (512) 331-5217
ENGINEER: GILBERT J. GUERRA	921 S. 10TH AVENUE EDINBURG, TX 78539	(956) 360-5162 (956) 360-5083



LEGEND

- - SET 1/2 INCH IRON ROD
- - FOUND 1/2 INCH IRON ROD
- - S.S. MAN HOLE
- ⊗ - FIRE HYDRANT
- ⊕ - WATER VALVE
- ⊖ - OPERATED INLET
- ⊗ - STORM INLET
- W - WATER SERVICE
- S - SEWER SERVICE
- ⊕ - PROPOSED TREES

SCALE: 1"=10'
 BEARING BASIS
 TEXAS STATE PLAIN
 COORDINATES
 (NAD 83)

NOTE:
 1. 2-WAY CLEAN OUT TEES SHALL BE INSTALLED IN ALL NEW SERVICES AS PER CITY OF McALLEN STANDARD SERVICE CONNECTION DETAIL (THIS SHEET)
 2. ALL DETAILS SHOWN, AS PER CITY OF McALLEN DESIGNS STANDARDS

RIO DELTA ENGINEERING
 FIRM REGISTRATION No. F-7628
 921 S. 10TH AVENUE
 EDINBURG TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083



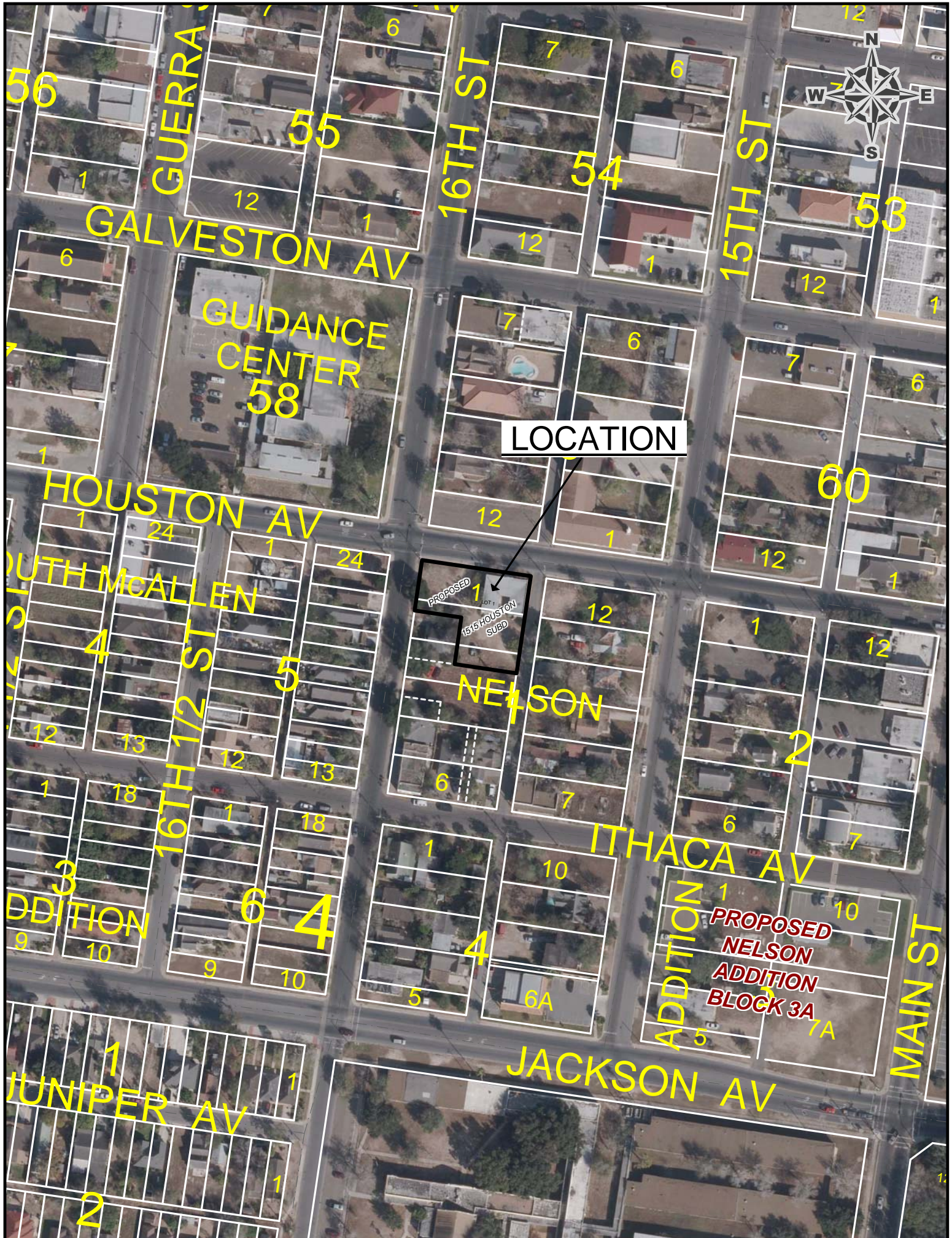
DATE: AUGUST, 2013
 DRAWN BY: EDWARD RUMSEY
 CHECKED BY: CLBERT J. GUERRA, P.E.
 PROJECT: IVAN GARCIA, ET, SIT
 CLIENT: IVAN GARCIA, ET, SIT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CLBERT J. GUERRA, P.E. 8/30/13 ON AUGUST, 2013. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

REVIEW

UTILITY LAYOUT
 5 HOUSTON SUBDIVISION
 McALLEN, TEXAS

RECEIVED
 15
 SEP 03 2013
 Initial SUB 13 014
 1 OF 1



LOCATION

**PROPOSED
1 LOT
1515 HOUSTON
SUBD**

GALVESTON AV

GUERRA ST

16TH ST

15TH ST

HOUSTON AV

SOUTH McALLEN

NELSON

ITHACA AV

**PROPOSED
NELSON
ADDITION
BLOCK 3A**

JACKSON AV

MAIN ST

JUNIPER AV

56, 55, 54, 53, 58, 60, 4, 5, 2, 3, 6, 4, 1, 10, 7A, 6A, 1, 2

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2Q1 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10/7/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 10/14/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Rebecca M. Grimes, Assistant Tax Assessor-Collector

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

Over \$500.00 refund for Edwards Abstract & Title Co

Amount of refund: \$1,809.26

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

	<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a)	<u>Rebecca M. Grimes</u>	<u>rmg</u>	<u>10/07/13</u>
b)	<u> </u>	<u> </u>	<u> </u>

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

TAX OFFICE MEMO

To: Mayor Jim Darling and City Commission

Through: Mike R. Perez, City Manager

From: Rebecca M. Grimes, Assistant Tax Assessor *RMG*

Re: \$500.00 Refunds

Your approval is needed for the following refunds due to adjustments from the HCAD.

Name	Amount Paid	Corrected Levy	Refund	Change Reason
Edwards Abstract & Title Co.	6,004.46	4195.19	1,809.26	Clerical Error
Popp, Gray & Hutcheson, LLP	36,997.88	34,023.68	2,974.20	Agreed Judgment
Cole KO McAllen LLC	94,793.93	81,656.04	13,137.89	Agreed Judgment

Please let me know if you have any questions.

APPLICATION FOR TAX REFUND

C10/10

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

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

Step 1:	Owner's name EDWARDS ABSTRACT AND TITLE CO
Owner's name and address	Present mailing address (number and street) P O BOX 750
	City, town or post office, state, ZIP code EDINBURG TX 78540
	Phone (area code and number)

Step 2:	Legal description (or attach copy of the tax bill or tax receipt): RHINO LOT 1
Describe the property	Address or location of property: _____
	Account number of property: R2437-00-000-0001-00 OR Tax receipt number: GF#765063

Step 3:	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
Give the tax payment information	1. <u>CITY OF MCALLEN</u>	<u>2010</u>	<u>10/29</u> / <u>2010</u>	\$ <u>6,004.46</u>	\$ <u>1,809.26</u>
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): CLERICAL ERROR SEC 25.25				
	01-21-11 ng				

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

Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Tax refund determination	sign here	Date 10/7/13
	sign here <small>Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)</small>	Date

Supp Group: 120

Geo

1/24/2011 11:13AM

Current Property Data as of Supp 10

Supp Code: CS

Supp Action: M

Prop ID	Owner	%	Legal Description	Values			
652096	690800	100.00 R	Geo: R2437-00-000-0001-00 RHINO LOT 1	Effective Acres: 0.0000	Imp HS: 0	Market: 995,774	
			Appraiser: S7	Operator: sportillo	Acres: 0.0000	Imp NHS: 347,960	Prod Loss: 0
			State Codes: F1	Map ID: 41 PG 22	Land NHS: 0	Appraised: 995,774	Cap: 0
			Situs: 5248 N 10TH ST MCALLEN, TX	Mtg Cd:	Land NHS: 647,814	Assessed: 995,774	Late Ag: F
				Ref ID1: 455290	Prod Use: 0		
				Ref ID2: R652096	Prod Mkt: 0		

Change Desc:

THIS IS A NON-CLERICAL ERROR FOR 2010. SECTION 25.25(D) LATE CORRECTION PENALTY

Owner	Prop	Exemption	Entity	Full Pct	State Amt	Assessed	Taxable	Freeze	Tax
COMPASS BANK	690800	100.00	CML	100.00		995,774	995,774		0.00

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values			
652096	690800	100.00 R	Geo: R2437-00-000-0001-00 RHINO LOT 1	Effective Acres: 0.0000	Imp HS: 0	Market: 1,425,221	
			Appraiser: S7	Operator: sportillo	Acres: 0.0000	Imp NHS: 472,553	Prod Loss: 0
			State Codes: F1	Map ID: 41 PG 22	Land NHS: 0	Appraised: 1,425,221	Cap: 0
			Situs: 5248 N 10TH ST MCALLEN, TX	Mtg Cd:	Land NHS: 952,668	Assessed: 1,425,221	Late Ag: F
				Ref ID1: 455290	Prod Use: 0		
				Ref ID2: R652096	Prod Mkt: 0		

Change Desc:

Owner	Prop	Exemption	Entity	Full Pct	State Amt	Assessed	Taxable	Freeze	Tax
COMPASS BANK	690800	100.00	CML	100.00		1,425,221	1,425,221		0.00

Gain or Loss of Value for:

Property: 652096 Geo: R2437-00-000-0001-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	995,774	995,774	0.00	1,425,221	1,425,221	0.00	-429,447	-429,447	0.00

\$4,195.19

\$6,004.46

Adj. 1809.26

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<input checked="" type="checkbox"/>	AGENDA ITEM	<u>2Q2</u>
UTILITY BOARD		DATE SUBMITTED	<u>10/7/2013</u>
PLANNING & ZONING BOARD		MEETING DATE	<u>10/14/2013</u>
OTHER			

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Rebecca M. Grimes, Assistant Tax Assessor-Collector

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

Over \$500.00 refund for Popp, Gray & Hutcheson, LLP

Amount of refund: \$2,974.20

4 Policy Implication: _____

5 Budgeted: Yes No 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>
a) <u>Rebecca M. Grimes</u>	<u>rmg</u>	<u>10/07/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

APPLICATION FOR TAX REFUND

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

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

Step 1:	Owner's name POPP, GRAY & HUTCHESON, LLP
Owner's name and address	Present mailing address (number and street) 1301 S MOPAC SUITE 430
	City, town or post office, state, ZIP code AUSTIN TX 78746
	Phone (area code and number)

Step 2:	Legal description (or attach copy of the tax bill or tax receipt): SAVANNAH PARK LOT 1A
Describe the property	Address or location of property: _____
	Account number of property: S2005-00-000-001A-00 OR Tax receipt number: _____

Step 3:	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
Give the tax payment information	1. <u>CITY OF MCALLEN</u>	<u>2010</u>	<u>1/26</u> / <u>2011</u>	\$ <u>16,586.85</u>	\$ <u>893.42</u>
	2. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/24</u> / <u>2013</u>	\$ <u>20,411.03</u>	\$ <u>2,080.78</u>
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ <u>Total</u>	\$ <u>2,974.20</u>
	Taxpayer's reason for refund (attach supporting documentation): AGREED JUDGMENT C-2860-10-G				
	9/27/13ng				

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

Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Tax refund determination	sign here Authorized officer <i>Rebecca M. Drimes</i>	Date 10/17/13
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)	Date



Designation of Tax Refund

Pursuant to Texas Tax Code Section 42.43, a property owner who prevails in an appeal of an appraisal review board determination of value to district court may designate to whom and/or where a property tax refund is to be sent.

By completing this form, you (Property Owner) provide that the refund resulting from a post appeal judgment will be delivered to the designated individual or firm. The entire form must be completed for the local tax office to process the refund.

TAXING UNIT INFORMATION

Collecting (Taxing Unit) Office Name

CITY OF McALLEN TAX OFFICE

Mailing Address

311 N. 15TH ST.

City, Town or Post Office, State, ZIP Code

McALLEN, TX 78501

PROPERTY OWNER INFORMATION

Property Owner Name and Address:

APPLE SIX HOSPITALITY TEXAS LP
814 E MAIN ST
RICHMOND, VA 23219-3306

Property Description: (Provide legal description or other information from appraisal records sufficient to identify the property or attach a copy of the tax receipt.)

SAVANNAH PARK LOT 1A

Property Account Number or Statement Number:

596931 (2010 & 2012); SEE AGREED FINAL JUDGMENT

Final Judgment Cause Number: (Please provide entire number.)

C-2860-10-G

ASSIGNMENT OF RIGHT TO A REFUND

I am the property owner or a duly authorized representative of the property owner entitled to a refund of ad valorem taxes arising from an appeal under Texas Tax Code Chapter 42. By executing this Assignment of Right to a Refund, the property owner assigns all rights and interest for the tax refund to be delivered to the designated individual or firm.

I, James E. Popp, hereby designate the refund on the above named property be sent to the following:

Please check appropriate box (check only one box)

- Property Owner - If using different address than above information, please provide in the space below:
- Business office of attorney of record in the appeal located at the following mailing address:
- Another individual and address as designated in the following information:

Name POPP HUTCHESON PLLC

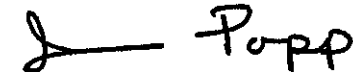
Address 1301 S. MoPac Expressway, Suite 430

City Austin

State TX

ZIP 78746

SIGN THE APPLICATION



Property Owner or Duly Authorized Representative

09/27/13

Date

LAW OFFICE OF RICHARD S. TALBERT

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578

COPY RECEIVED
SEP 27 2013
rstlaw@bizrgv.rr.com

Fax (956) 968-0698

September 18, 2013

CHIEF APPRAISAL OFFICE
RECEIVED
SEP 23 2013
REAL ESTATE DEPARTMENT

Mr. Rolando Garza
Hidalgo County Appraisal District
P. O. Box 208
Edinburg, TX 78540-0208

Re: *Apple Six Hospitality Texas, LP. v. Hidalgo County Appraisal District*, Cause No. C-2860-10-G in the 370th District Court of Hidalgo County, Texas

Dear Mr. Garza:

Enclosed herein please find the *Agreed Judgment* for the 2010 and 2012 tax years on the account number set forth therein which was signed by the Court on September 18, 2013. HCAD may now proceed to make the changes to the 2010 and 2012 appraisal rolls [note: no change on 2011 appraisal roll] in accordance with the *Agreed Judgment* and notify the tax entities of the changes. In your notification to the tax entities of the changes, please specifically advise the taxing entities that the provision regarding waiver of interest on any refund only applies in the event the refund is processed and made within 90 days of the date of entry of the *Agreed Judgment*. In this case, that means any refund must be completed on or before December 17, 2013, in order to avoid payment of interest thereon.

Since this finalizes all pending matters relating to this litigation, I will be closing my file on this case and will take no further action unless further notified by you. Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

RICHARD S. TALBERT

RST/rt

Enclosures (as stated)

pc: Mr. Gregory M. Hart
Popp, Gray & Hutcheson, LLP
1301 S. Mopac, Suite 430
Austin, TX 78746
(w/enclosures)

Original To: File
Copy To:
C/A Prop. Acqs. _____
Ass. C/A Pers. Prop. _____
Elk/sg. _____ Data Pro. _____
Exmpts. _____ GIS/Map. _____
Real Est. Exec. Sec. _____
Market _____ Other Done
9/20/2013

HIDALGO COUNTY APPRAISAL DISTRICT



www.hidalgoad.org

ADMINISTRATION

Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Real Estate Fax: (956) 289-2121

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
David Hernandez	Secretary
Pete Garcia	Member
Amador Requenez	Member
Pablo "Paul" Villarreal, Jr.	Member

September 23, 2013

McAllen City Tax Office
Attn: Martha Guel
P O Box 220
McAllen TX 78505

*done
9/27/13*

RE: S2005-00-000-001A-00 596931
Savannah Park Lot 1A

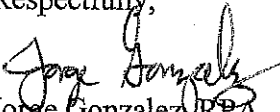
Dear Ms. Guel:

I have enclosed, for your review, a copy of the agreed judgment for Apple Six Hospitality Texas, LP., vs Hidalgo County Appraisal District for the above referenced account(s). As stated in the agreement, the value(s) for the real estate account(s) will be corrected for the 2010 and 2012 tax year(s) [note: no change for 2011 tax year]. The Hidalgo County Appraisal District will include the corrections in the next supplement, which will be delivered to your office on or about September 30, 2013.

I would like to bring to your attention a stipulation in the agreement that calls for a waiver of interest on any refund only if the refund is processed and made within 90 days of the date of entry. In this case any refund must be completed before December 17, 2013.

Should you have any questions, do not hesitate to contact me.

Respectfully,


Jorge Gonzalez, RPA
Real Estate Supervisor

Enclosures

Cc : Litigation File

APPLE SIX HOSPITALITY TEXAS, LP,
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

vs.

370TH JUDICIAL DISTRICT

HIDALGO COUNTY APPRAISAL
DISTRICT,

Defendant

HIDALGO COUNTY, TEXAS

AGREED JUDGMENT

CAME ON TO BE HEARD APPLE SIX HOSPITALITY TEXAS, LP, Plaintiff herein, and HIDALGO COUNTY APPRAISAL DISTRICT, Defendant herein, appearing by and through their respective attorneys of record, and announced to the Court that the parties herein desire to resolve and settle the matters in controversy, and avoid the trouble, expense and uncertainty of litigation, and have reached an agreement to that effect. Having heard these announcements and reviewed the evidence and arguments of counsel, the Court is of the opinion that such terms and conditions are well taken and should form the basis of judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following stipulations are agreed by the parties and entered by the Court as its judgment.

1. The undersigned parties agree and stipulate that bona fide disputes and controversies exist between the parties concerning the market or appraised value of the subject property. These stipulations are entered into by the parties solely for the purpose of compromising and settling their various claims, each as to the other. No other use of this *Agreed Judgment* may be made by the parties hereto as concerns the claim of either party as to the other, whether having arisen in the past, now pending, or to arise in the future, including, without limitation, subsequent disputes as to the market or appraised value of the subject property within Defendant's appraisal jurisdiction in any subsequent years. In addition, the parties agree that the provisions of Section 23.01(e) of the Texas Property Tax Code are waived by Plaintiff and shall not be applicable to the accounts the subject of this litigation for

any tax year subsequent to the years set forth below. Further, the existence, terms, and contents of this *Agreed Judgment* shall not be admissible in any judicial or administrative proceeding as against either party except as may be necessary to enforce the terms and conditions of said judgment, either party as to the other.

2. Pursuant to Section 42.41 of the Texas Property Tax Code, Defendant shall revise the 2010 and 2012 appraisal rolls where applicable to reflect the following as the appraised value for the following account numbers:

Acct. No. S2005-00-000-001A-00 / PID No. 596931


Tax Year	Land Value	Improvement Value	Total Value
2010	\$1,280,199.00	\$2,444,801.00	\$3,725,000.00
2012	\$1,280,199.00	\$2,969,801.00	\$4,250,000.00

3. The parties acknowledge that Section 42.43, Texas Property Tax Code, provides for payment of interest on any refund made as a result of a final determination of an appeal which decreases a property owner's tax liability. Plaintiff hereby waives any such applicable right to receive interest on any refund generated as a result of this *Agreed Judgment* provided any such refund is paid within 90 days from date hereof.

4. The undersigned parties shall, as soon as possible following the entry of this *Agreed Judgment*, do, or cause their attorneys to do, whatever is reasonably necessary to effect this *Agreed Judgment*, including compliance with the provisions of Sections 42.41 through 42.43 of the Texas Property Tax Code, subject however, to the provisions of paragraph 3 above.

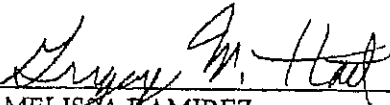
5. All costs and attorney fees are to be borne by the party incurring same.

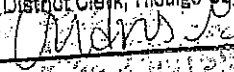
6. All other relief not specifically granted herein is denied.

JUDGE PRESIDING 

APPROVED:

POPP HUTCHESON, PLLC


By: 
MELISSA RAMIREZ
State Bar No. 24027645
DAVID HUGIN
State Bar No. 00787736
GREGORY HART
State Bar No. 24036734

DATE: 9/18/13
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By:  Deputy #14

1301 S. Mo Pac Expwy., Suite 430
Austin, TX 78746
(512) 473-2661
(512) 479-8013 (Fax)

ATTORNEYS FOR PLAINTIFF

LAW OFFICE OF RICHARD S. TALBERT

By: 
RICHARD S. TALBERT
State Bar No. 19616500

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

ATTORNEY FOR DEFENDANT

FILED

AT 10.37 O'CLOCK A M

SEP 18 2013

LAURA HINOJOSA, CLERK
District Courts, Hidalgo County

By *Andrew Jones* Deputy#14

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2Q3 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 10/7/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 10/14/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Rebecca M. Grimes, Assistant Tax Assessor-Collector

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

Over \$500.00 refund for Cole KO McAllen TX LLC

Amount of refund: \$13,137.89

4 Policy Implication: _____

5 Budgeted: Yes No 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>
a) <u>Rebecca M. Grimes</u>	<u>rmg</u>	<u>10/07/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

APPLICATION FOR TAX REFUND

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

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

Step 1:	Owner's name COLE KO MCALLEN TX LLC C/O KOHL'S DEPT STORES
Owner's name and address	Present mailing address (number and street) P O BOX 2148
	City, town or post office, state, ZIP code MILWAUKEE WI 53201
	Phone (area code and number)

Step 2:	Legal description (or attach copy of the tax bill or tax receipt): TRENTON SHOPPING CENTER PH 2C LOT 1
Describe the property	Address or location of property: _____
	Account number of property: T6835-2C-000-0001-00 OR Tax receipt number: _____

Step 3:	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
Give the tax payment information	1. <u>CITY OF MCALLEN</u>	<u>2010</u>	<u>1/20</u> / <u>2011</u>	\$ <u>31,426.27</u>	\$ <u>4,631.59</u>
	2. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>1/24</u> / <u>2012</u>	\$ <u>31,782.07</u>	\$ <u>4,351.39</u>
	3. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/21</u> / <u>2013</u>	\$ <u>31,585.59</u>	\$ <u>4,154.91</u>
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ <u>Total</u>	\$ <u>13,137.89</u>
	Taxpayer's reason for refund (attach supporting documentation): AGREED JUDGEMENT C-2657-09-B				
	07-10-13				

Step 4:	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
Sign the form	sign here Signature	Date of application for tax refund 9/20/13
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Tax refund determination	sign here Authorized officer	Date 10/7/13
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)	Date

7/17/13 McElreath

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Real Estate Fax: (956) 289-2121



www.hidalgoad.org

BOARD OF DIRECTORS

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Pablo "Paul" Villarreal, Jr.	Member

June 25, 2013

McAllen City Tax Office
Attn: Martha Guel
P O Box 220
McAllen TX 78505

RE: Please refer to the attached document for list of accounts.

Dear Ms. Guel:

I have enclosed, for your review, a copy of the agreed judgement for Kohl's Illinois, Inc. (Kohl's McAllen Store #3796 and Kohl's Mission Store #1171) vs Hidalgo County Appraisal District for the above referenced account(s). As stated in the agreement, the value(s) for the real estate account(s) will be corrected for the 2009, 2010, 2011 and 2012 tax year(s). The Hidalgo County Appraisal District will include the corrections in the next supplement, which will be delivered to your office on or about August 27, 2013.

I would like to bring to your attention a stipulation in the agreement that calls for a waiver of interest on any refund only if the refund is processed and made within 90 days of the date of entry. In this case any refund must be completed before September 8, 2013.

Should you have any questions, do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Jorge Gonzalez".

Jorge Gonzalez, RPA
Real Estate Supervisor

Enclosures

cc: Litigation File

REAL ESTATE PROPERTY ACCOUNTS
 AGREED JUDGEMENT
 CAUSE NO C-2657-09-B
 2009, 2010, 2011 & 2012

Legal Description	REAL ESTATE ID #	QUICK REF ID #
TRENTON CROSSING SHOPPING CENTER PH 2B N443.65' & N.74 AC IRR TR FOR RETENTION POND BEING- E154.06'-S250.85'-LOT1	T6835-2B-000-0001-00	721219
TRENTON CROSSING SHOPPING CENTER PH 2C LOT 1	T6835-2C-000-0001-00	20406195

judicial or administrative proceeding as against either party except as may be necessary to enforce the terms and conditions of said judgment, either party as to the other.

2. Pursuant to Section 42.41 of the Texas Property Tax Code, Defendant shall revise the 2009, 2010, 2011 and 2012 appraisal rolls where applicable to reflect the following as the appraised value for the following account numbers:

Acct. No. T6835-2B-000-0001-00 / PID No. R721219

* Refund for 2009
North Trenton LTD

Tax Year	Land Value	Improvement Value	Total Value
2009	\$3,229,890.00	\$3,130,110.00	\$6,360,000.00

Acct. No. T6835-2C-000-0001-00 / PID No. 20406195

Tax Year	Land Value	Improvement Value	Total Value
2010	\$2,998,276.00	\$3,361,724.00	\$6,360,000.00
2011	\$2,998,276.00	\$3,361,724.00	\$6,360,000.00
2012	\$2,998,276.00	\$3,361,724.00	\$6,360,000.00

Acct. No. S3003-00-000-005A-00 / PID No. 722796

Tax Year	Land Value	Improvement Value	Total Value
2009	\$2,845,563.00	\$3,804,437.00	\$6,650,000.00
2010	\$3,658,581.00	\$2,991,419.00	\$6,650,000.00
2011	\$3,658,581.00	\$2,991,419.00	\$6,650,000.00
2012	\$3,377,835.00	\$3,272,165.00	\$6,650,000.00

City of Midland


3. The parties acknowledge that Section 42.43, Texas Property Tax Code, provides for payment of interest on any refund made as a result of a final determination of an appeal which decreases a property owner's tax liability. Plaintiff hereby waives any such applicable right to receive interest on any refund generated as a result of this *Agreed Judgment* provided any such refund is paid within 90 days from date hereof.

4. The undersigned parties shall, as soon as possible following the entry of this *Agreed Judgment*, do, or cause their attorneys to do, whatever is reasonably necessary to effect this *Agreed Judgment*, including compliance with the provisions of Sections 42.41 through 42.43 of the Texas Property Tax Code, subject however, to the provisions of paragraphs 1 and 3 above.

- 5. All costs and attorney fees are to be borne by the party incurring same.
- 6. All other relief not specifically granted herein is denied.

SIGNED and entered on this the 4 day of June, 2013.


JUDGE PRESIDING

DATE: 6/10/13
I, the undersigned, do hereby certify that a true and correct copy of this instrument has been filed with the public records of the County of Hidalgo, Texas.
By:  Deputy 42
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas

APPROVED:

GEARY, PORTER & DONOVAN, P.C.

By: 
CAROLYN J. CHINN
State Bar No. 24059570 24013388

One Bent Tree Tower
16475 Dallas Parkway, Suite 400
Addison, TX 75001-6837
(972) 931-9901
(972) 931-9208 (Fax)

ATTORNEYS FOR PLAINTIFF

STANDARDIZED RECOMMENDATION FORM

3A

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 10/07/13
MEETING DATE 10/14/13

1. Agenda Item: Award of contract for the Public Safety Building Additions and Renovations Project #09-13-C37-296

2. Party Making Request: Engineering Department

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

Consideration and approval of award of contract to the lowest, responsive, responsible bidder, Highmark Construction Company, LLC, in the amount of \$3,550,000.00 which includes base bid plus Alternates 1 and 2. Construction activities are scheduled to be completed within three hundred forty (340) calendar days.

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

5. Budgeted: Yes No X N/A

154-8603-426-66-10 Project ID#BB1306 \$3,160,000 ✓
690-6160-475-65-25 \$ 550,000 (Budget Amendment)

6. Alternate Option/Costs The City Commission may elect to reject bids and re-advertise the project.

Low Bid: \$3,550,000

Budgeted: \$3,160,000 ✓

Over Budget By: \$ 390,000

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	<u>Yvette Barrera, PE, CFM, City Engineer</u>	<u>YB</u>	<u>10/7/13</u>	<u>YES</u>
b)	<u>Sandra Zamora, CPM, Dir. of Purchasing</u>	<u>SZ</u>	<u>10-7-13</u>	<u>Yes</u>
c)	<u>J.W. Dale, Director of Finance</u>	<u>JWD</u>	<u>10/8/13</u>	<u>yes</u>
d)	<u>Roy Rodriguez, PE, General Manager</u> <u>Assistant City Manager</u>	<u>R</u>	<u> </u>	<u> </u>
e)	<u>Victor Rodriguez, Chief of Police</u>	<u>V</u>	<u>10-7-13</u>	<u>yes</u>

8. Staff Recommendation: Staff recommends award of contract to Highmark Construction Company LLC, in the amount of \$3,550,000.00.


9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None



ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager
From: Yvette Barrera, P.E., CFM, City Engineer 
Date: October 7, 2013
Subject: **Award of Contract – McAllen Public Safety Building Additions and Renovations - Project # 09-13-C37-296**

Goal

Award of contract for McAllen Public Safety Building and Additions and Renovations.

Brief Explanation

On September 26, 2013 the Purchasing and Contracting Department received two (2) bid proposals for the above referenced project as shown on the attached spreadsheet.

The project consists of 15,823 square feet of new construction and 13,573 square feet of renovated space. Bids ranged from \$ 3,550,000 to \$ 4,435,674 for the base bid and alternates 1 and 2. The low bidder proposes to be complete within 340 calendar days. A copy of the bid tabulation is attached for your review and consideration.

Alternate includes re-roofing of existing building to replace the hail damaged roof. Funds for this portion of the project will be from a different account than the remaining contract.

Options:

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

Recommendation – City staff and Milnet Architectural Consultants recommend award of contract to the lowest responsive, responsible bidder, **Highmark Construction Company, LLC. of McAllen, Texas**, for the base bid plus Alternate Bid Item 1 and Alternate Bid Item 2 for a total contract amount of **\$3,550,000.00** allowing three hundred forty (340) calendar days to complete the work.

BID OPENING: SEPTEMBER 26, 2013 @ 3:00 P.M.
LOCATION: CONFERENCE ROOM
PROJECT NO. 09-13-C37-296; PUBLIC SAFETY BUILDING ADDITIONS & RENOVATIONS

NO.	INTERNAL REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	HIGHMARK CONSTRUCTION COMPANY, LLC. ★ MCALLEN, TEXAS	JOURNEYMAN CONSTRUCTION, INC. MCALLEN, TEXAS
1	909-24	BASE	BASE BID as per plans, specifications and summary (This construction project	LS	1	★ \$2,850,000.00	\$3,801,674.00
2	910-66	BASE	ALTERNATE BID ITEM NO. 1 - Roofing envelope repairs/replacement over entire existing facility as described in drawing and text upon Sheet A5.9 and referenced detail sheets.	LS	1	★ \$550,000.00	\$576,800.00
3	910-67	BASE	ALTERNATE BID ITEM NO. 2 - The addition of a new access control system to all new and renovated areas. Refer to specification section 16726 and Sheet T2.1 for the new Matrix (Frontier) System.	LS	1	★ \$150,000.00	\$57,200.00
4	910-67	BASE	ALTERNATE BID ITEM NO. 3 - The expansion of the current access control system (Northern "N1000") to all new and renovated areas. Refer to Sheet T2.1 for further information.	LS	1	\$100,000.00	\$36,600.00
RECOMMENDATION GRAND TOTAL FOR BASE BID, ALTERNATE 1, 2						★ \$3,550,000.00	\$4,435,674.00
GRAND TOTAL FOR BASE BID, ALTERNATE 1, 2, & 3:						\$3,650,000.00	\$4,472,274.00
NO. OF DAYS TO COMPLETE CONTRACT (CONVERTED TO CALENDAR DAYS):						340 CALENDAR DAYS	300 CALENDAR DAYS
BID BOND:						BB	BB
ADDENDUM NO. 1:						ACKNOWLEDGED	ACKNOWLEDGED
HARDCOPY OF BID SUBMITTED:						SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTED:						SUBMITTED	SUBMITTED

P&C VERIFIED DEBARMENT AND THAT BID BONDS ARE LISTED ON DEPARTMENT OF TREASURY..10/1/13/EC

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

3B

CITY COMMISSION x
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 10-07-13
MEETING DATE 10-14-13

1. Agenda Item: Authorization for the City of McAllen to enter into a twenty (20) year lease agreement with Trinity United Methodist Church for use of parking lot and related improvements for the Bicentennial Trail.

2. Party Making Request: Parks and Recreation Department

3. Nature of Request: (Brief Overview) Attachments: x Yes No
The Bicentennial Trail does not have parking at Trenton and Bicentennial. Trinity United Methodist Church offered to enter into a lease agreement with the City for the use of the west parking lot of the church for trail users. The City will pave the parking lot and provide for a water fountain, landscaping, and shade structure (pavilion) along Bicentennial.

4. Policy Implication: Local Government Code

5. Budgeted Information: x Yes No N/A *Need Budget Amendment*
Budgeted Amount: -0-
Budget Consideration: Paving Parking Lot \$22,943.59
Pavilion, Fountain, & Landscaping \$90,580.00
Funding: CIP Total: \$113,523.59

6. Alternate option/costs: To not enter into the lease agreement or to provide the improvements in stages.

7. Routing:	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	S.Gavlik, Pk.&Rec. Dir.	sg	10-7-13	Yes
b)	J.Dale, Finance Dir.	<i>sd</i>	10-8-13	Yes
c)	Yvette Barrera, Eng.	<i>YB</i>	10-7-13	yes
d)	Sandra Zamora, Pur. Dir.	<i>SZ</i>	10-7-13	Yes
e)	Brent Branham, DCM			

Subject to Budget Amendment

8. Staff Recommendation: Staff recommends approval of the twenty (20) year lease with Trinity United Methodist Church and the funding for the improvements to the site. (If approved staff would proceed in soliciting formal bids for the improvements.)

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None

12. Action Taken: _____

3304

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

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR

Subject: TWENTY (20) YEAR LEASE AGREEMENT WITH TRINITY UNITED METHODIST CHURCH FOR THE USE OF PARKING LOT AND RELATED IMPROVEMENTS.

Date: OCTOBER 7, 2013

COMMENT**GOAL:**

To provide access to the Bicentennial Trail for those individuals who want to drive to the hike and bike trail.

DISCUSSION:

The City has built a hike and bike trail along Bicentennial Street. At this time there are no parking nodes for citizens to park and use the trail system. Trinity United Methodist Church is located at the corner of Bicentennial and Trenton. The west church parking lot is adjacent to Bicentennial Street. There is sufficient room between the parking lot and the street to provide landscaping, a water fountain, and a shade structure (pavilion) matching those on the trail system.

The twenty (20) year lease agreement would provide citizens access to the Bicentennial Hike and Bike Trail as there is a light and cross walk at the Trenton intersection. The City would not have to purchase additional land and build a parking lot node for the trail system.

The twenty (20) year lease would not require the City to pay the church a lease stipend. However, in exchange for the lease, the City would repave the west parking lot of the church as well as assume the construction of a shade structure (pavilion) between the parking lot and Bicentennial Street. A water fountain and landscaping for the leased property would also be provided. The total approximate cost for these improvements is \$113,235.59. If approved staff would proceed in soliciting formal bids for the improvements.

RECOMMENDATION:

Staff recommends approval of the twenty (20) year lease with Trinity United Methodist Church and the related expenditures of approximately \$113,523.59.

THE STATE OF TEXAS
COUNTY OF HIDALGO

PARKING LEASE AGREEMENT

THIS LEASE is made and entered into by and between **BOARD OF TRUSTEES OF THE TRINITY UNITED METHODIST CHURCH OF MCALLEN, TEXAS** referred to in this Lease as Lessor, and **CITY OF McALLEN**, referred to in this Lease as Lessee. **RECITALS**

WHEREAS the Lessor owns certain real estate and the permanent improvements located thereon more specifically described on **Exhibit "A"** attached hereto and incorporated herein (the "Property"), (street address being **1801 Trenton Road, McAllen, Texas**), and

WHEREAS Lessee desires to install and maintain canopies, benches and water fountains, for the benefit of the Citizens of the City of McAllen, along the Bicentennial Hike and Bike Trails on the east side of Lessor's property, as shown in shaded area on Exhibit "B", attached hereto and incorporated herein (the "Rest Area"); and

WHEREAS the Lessee requires a parking facility to service this area of the Bicentennial Hike and Bike Trails; and

WHEREAS the Lessor is interested in leasing a portion of its parking lot more specifically described on Exhibit "C" attached hereto and incorporated herein (the "Leased Premises") to Lessee.

LEASE

THEREFORE in Consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR the Leased Premises.

1. For and in consideration of Lessee repaving the Leased Premises, Lessor does hereby lease the Leased Premises more specifically described on Exhibit "C" to be used for the purpose of off-street parking by the Citizen of McAllen in connection with the use of the Bicentennial Hike and Bike trails, as well as church related parking.

The term of this Lease shall be for TWENTY (20) YEARS ("Initial Lease Term") commencing on _____, 2013 ("Commencement Date") and ending on _____, 2033 ("Termination Date") unless sooner terminated in accordance with Paragraph _____, or unless renewed or extended in accordance with Paragraph 3, hereof. Termination of this Lease is authorized by either party with 30 days written notice, after the expiration of 10 years. After 10 years, as set forth below, Lessor has no obligation to repay any improvement costs.

2. If Lessee desires to renew and extend the term of this Lease for an additional renewal period, Lessee must give Lessor written notice of such renewal at least Six (6) Months prior to the termination of the Initial Lease Term. The terms of such a renewal will be based upon the condition of the premises existing at the time. Both parties must agree in writing to all terms of the renewed lease. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 2, unless sooner terminated in accordance with Paragraph 5, or renewed or extended in accordance with this Paragraph 3; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.
3. If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Paragraph 4 shall not be construed as Lessor's consent for Lessee to hold over.
4. After the expiration of 10 years, Lessee or the Lessor may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the other party thirty (30) days written notice and any obligation of Lessor to repay any portion of improvements by Lessee will have been met by. Upon notice of termination, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

5. In the event Lease is terminated by Lessor prior to expiration date of lease, the cost of repaving Leased Premises, as shown on Exhibit "D", shall be prorated by the time leased by Lessee and depreciation value and prorated amount shall be returned to Lessee.
6. Lessee agrees to pay for all charges of electricity, water or other utilities and commodities if used on the Leased Premises. Water for landscaped area will be provided and paid by Lessee.
7. Both parties agree to work together to keep the Leased Premises clean and free of trash, and Lessee agrees to repair potholes and/or other defects in the pavement, maintain the pavement markings, and remove trash and debris properly placed in bins at its expense.
8. Lessee will allow ingress and egress for the benefit of present, future and lawful occupants of Property.
9. If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that:

Upon Lessee's notice to Lessor of any failure to perform or observe any provision of this Lease, if Lessor neglects to commence and diligently proceed to remedy such failure within Thirty (30) Days following written notice from Lessee, and cure the default within a reasonable time, then Lessee may terminate the Lease by notifying the Lessor that the Lease is terminated. Upon such termination the Lessee shall surrender possession of the Premises as of the date specified on the termination notice.
10. All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

11. A waiver by either Lessor or Lessee of a breach of this Lease by the other party shall not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.
12. All notices required or permitted under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper property, at the following addresses:

Lessor:

**BOARD OF TRUSTEES OF THE
TRINITY UNITED METHODIST
CHURCH OF MCALLEN, TEXAS
1801 Trenton Rd.
McAllen, Texas 78504-2531**

Lessee:

**City of McAllen
Mike R. Perez, City Manager
P.O. Box 220
McAllen, Texas 78505-0220**

with a copy to:


**Kevin D. Pagan, City Attorney
City of McAllen
P.O. Box 220
McAllen, Texas 78505-0220**

13. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.
14. This agreement shall be binding upon and inure to the benefit of the parties to the Lease and their respective heirs, executors, administrator, legal representatives, successors and assigns when permitted by this agreement.
15. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas, where venue shall lie.
16. In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

17. This agreement constitutes the sole and only agreement of the parties to the agreement with regard to the Property, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.
18. No amendment, modification or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.
19. The parties desire to resolve disputes without litigation. Before any dispute between the Lessor and Lessee related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the mediation costs equally.
20. Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strike lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

LESSOR:

BOARD OF TRUSTEES OF THE TRINITY
UNITED METHODIST CHURCH OF
MCALLEN, TEXAS

By: 
Name: DILLARD E. DEAN
Title: CO-CHAIR, TRUSTEES

LESSEE:
City of McAllen

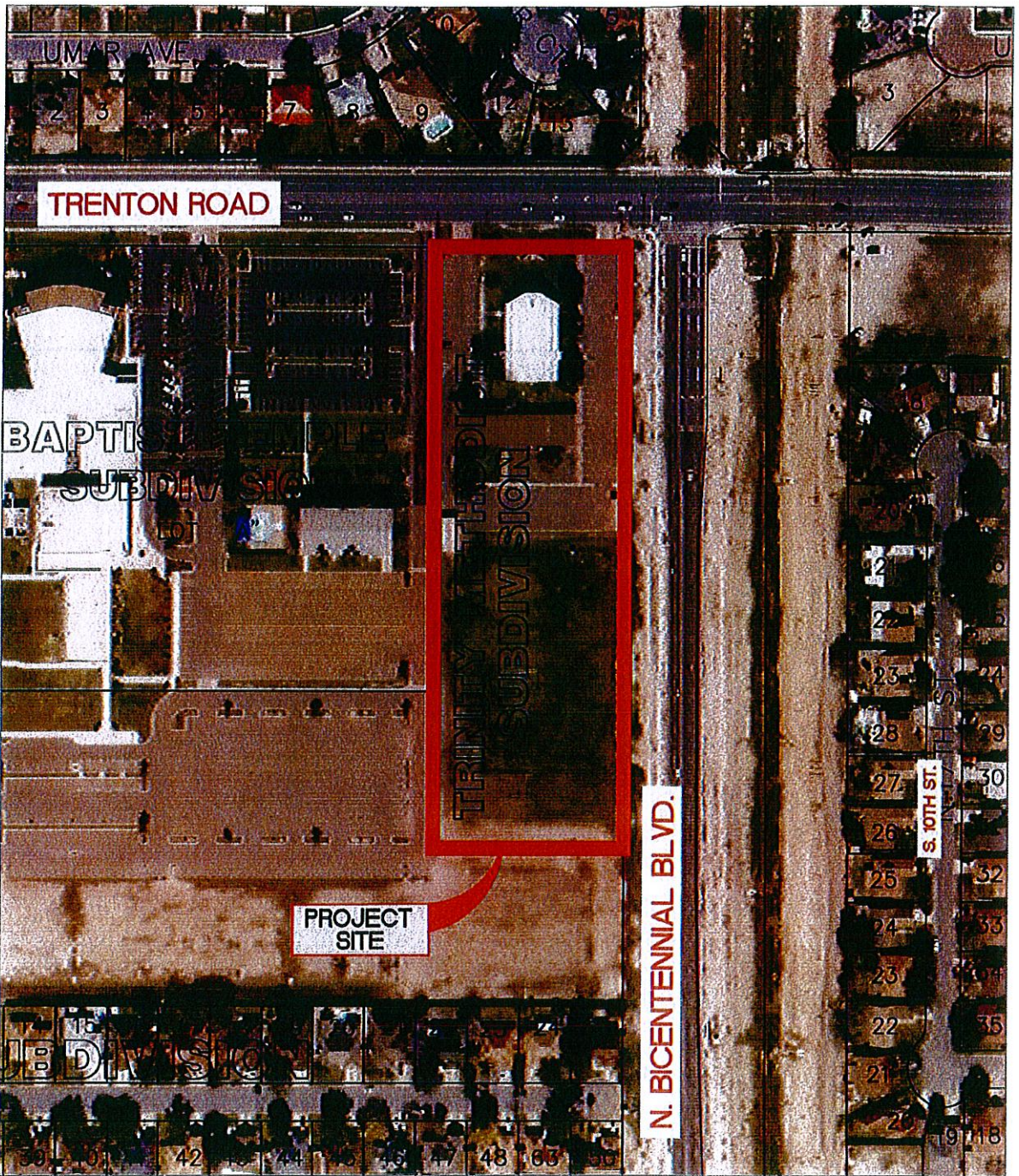
By: _____
James E. Darling, Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

By: _____
Gary Henrichson, Assistant City Attorney

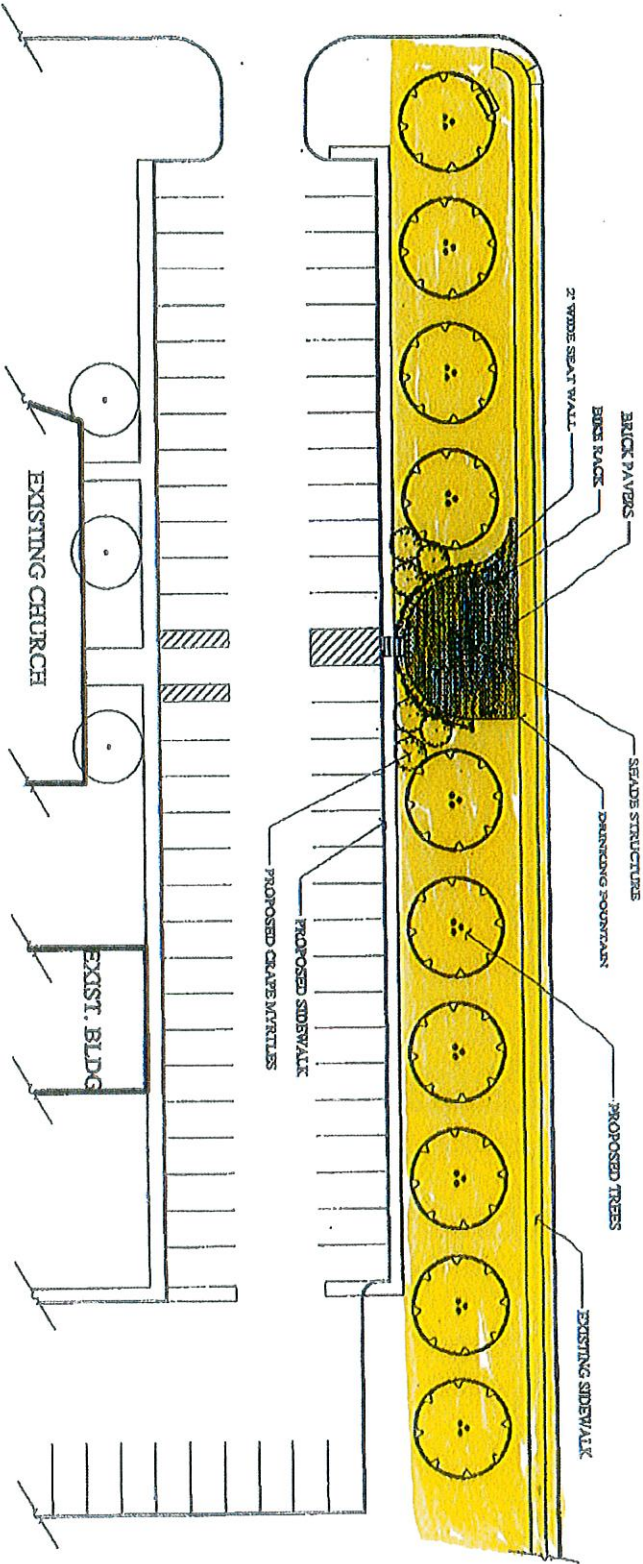


SCALE: 1" = 200'

"THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES. "

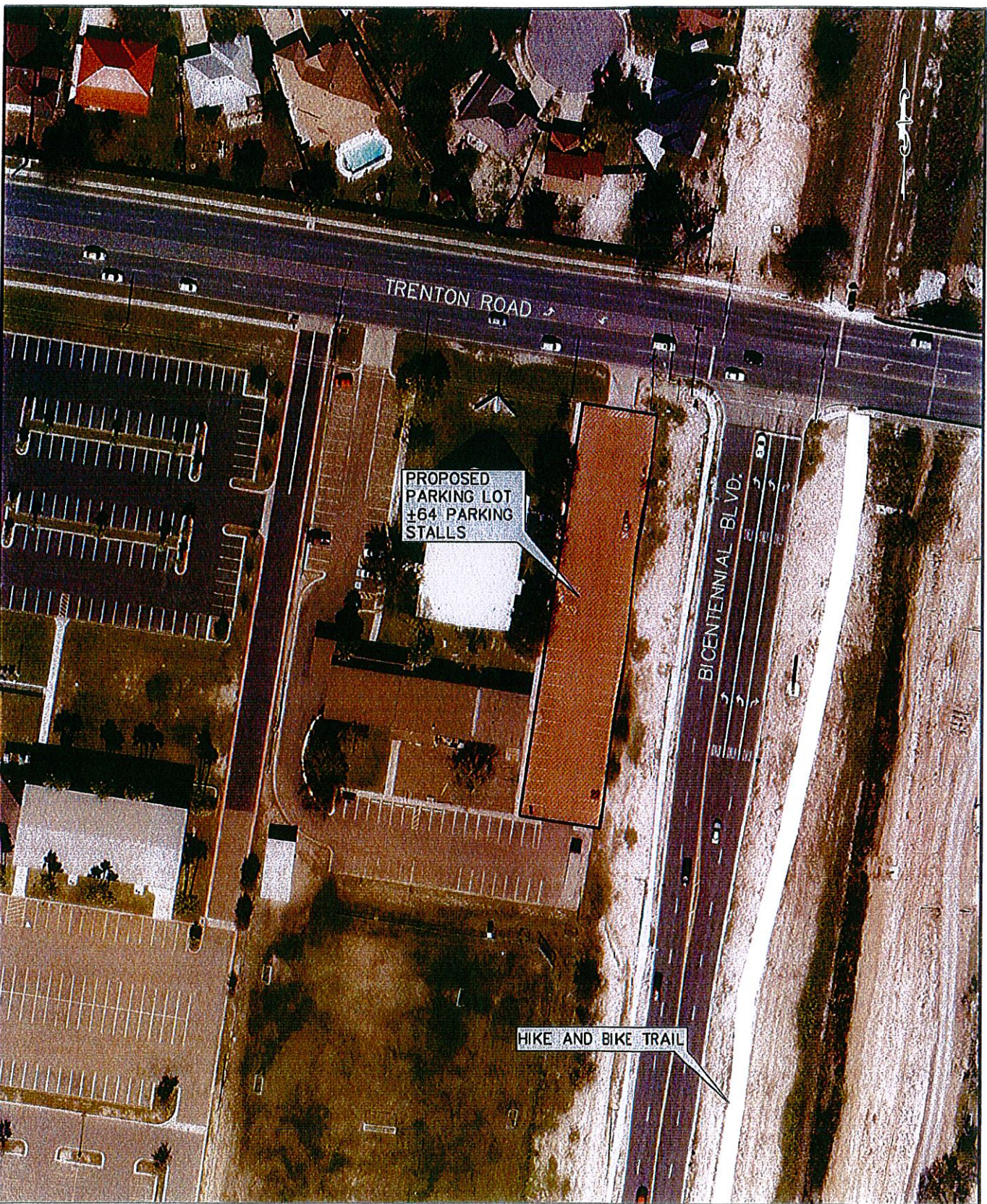
TRENTON RD.

BICENTENNIAL BLVD.



SCALE 1"=30'

EXHIBIT "B"



"THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES."

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT NAME: Repave Parking Lot @ Trinity Methodist Church
 Bicentennial Blvd and Trenton Rd

LABOR COST

Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost
101	Recycling: Section 2616-1.01A-c-1 in Depth	SY	2,058	\$ 2.65	\$ 5,453.11
102	Recycling Agent	GAL	154	\$ 3.60	\$ 555.60
103	Curb Milling	LF	0	\$ 2.00	\$ -
104	Lane Milling; 12 ft Width	LF	1,550	\$ 2.50	\$ 3,875.00
105	Adjust Manholes to Grade	EA	0	\$ 250.00	\$ -
106	Adjust Water Valves & Monitor Wells to Grade	EA	0	\$ 150.00	\$ -
107	Striping	LS	1	\$4,000.00	\$ 4,000.00
					\$ 13,883.71

MATERIAL COST

Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost
201	Hot Mix Asphaltic Concrete, Lime Stone Aggregate, Delivered	TON	123	\$ 70.00	\$ 8,610.00
TOTAL MATERIAL COSTS					\$ 8,610.00

INDIRECT CONSTRUCTION COSTS

901	GEOTECHNICAL ENGINEERING	LS	1.00	2.00%	\$ 449.87
SUBTOTAL, INDIRECT CONSTRUCTION COSTS					\$ 449.87
PROJECT TOTAL					\$ 22,943.59

Church Parking Seating Area
City of McAllen Parks and Recreation Department
Total Project Cost Estimate
9/25/2013

	Item	Quantity	Unit	Cost	Total	Alternates
1	Demolition/Earthwork					
	Removal of Slabs, Pool & Garage	1	LS	\$ -	\$ -	
	Demolition/Earthwork Subtotal				\$ -	
2	Utilities					
	Water Supply and Fire Hydrant	1	LS	\$ 4,000	\$ 4,000	
	Utilities Subtotal				\$ 4,000	
3	Parking Nodes					
	Asphalt Paving, Curb, Base, Lime		LS			
	Parking Nodes Subtotal				\$ -	
4	Irrigation					
	Irrigation materials and install	1	LS	\$ 15,000	\$ 15,000	
	Irrigation Subtotal				\$ 15,000	
5	Plant Material and Landscaping					
	Shade Trees	10	EA	\$ 600	\$ 6,000	
	Additional Plant Material	1	LS	\$ 1,500	\$ 1,500	
	Mulch at 4" depth (3 CF Bag - \$3520)					
	Screened Topsoil for Planting Mix					
	Bed Edging		LF			
	Maintenance		Months			
	Fine grade for Beds and Turf	1866	SY	\$ 1.00	\$ 1,866	
	Hydroseed/mulch	16800	SF	\$ 0.10	\$ 1,680	
	Plant Material and Land. Subtotal				\$ 11,046	
6	Paving					
	H/C Ramp	1	EA	\$ 750	\$ 750	
	Concrete Sidewalk		SF	\$ 4		
	Speciality Paving	1400	SF	\$ 7	\$ 9,800	
	Paving Subtotal				\$ 9,800	
7	Site Furniture					
	Picnic Tables		EA			
	Drinking Fountain	1	EA	\$ 3,500	\$ 3,500	
	Bike Racks	1	EA	\$ 350	\$ 350	
	Shade Structure	1	EA	\$ 35,000	\$ 35,000	
	Trash Receptacles	1	EA	\$ 800	\$ 800	
	Seat Wall	80	LF	\$ 95	\$ 7,600	
	Site Furniture Subtotal				\$ 47,250	
8	Buildings					
	Restroom		LS			
	Buildings Subtotal					
9	Miscellaneous					
	Project signage		LS			
	Miscellaneous Subtotal				\$ -	
	Subtotal				\$ 87,096	
	2% Finish Contingency	1	LS	\$ 1,742	\$ 1,742	\$ -
	2% Materials Testing	1	LS	\$ 1,742	\$ 1,742	\$ -
	Subtotal				\$ 3,484	\$ -
	Total				\$ 90,580	\$ -

STANDARDIZED RECOMMENDATION FORM

30(1)
10-02-13
10-14-13

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

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1 Agenda Item: BIDS & CONTRACTS - Consider approval of the Agreement between the Development Corporation of McAllen, Inc. and South Texas College.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
The Development Corporation of McAllen, Inc. recommended that STC be funded for \$480,000.

4 Policy Implication: _____

5 Budgeted: X Yes No N/A

Bid Amount: _____ Budgeted Amount: \$480,000
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: Approve contract

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: MP Approved Disapproved None

PART I - BASIC AGREEMENT

THIS AGREEMENT, entered into on this 14th day of October 2013, by and between the Development Corporation of McAllen, Inc., a Corporation (hereinafter referred to as "Corporation"), on behalf of the City of McAllen located in Hidalgo County, Texas, (hereinafter referred to as "City") and South Texas College, (hereinafter referred to as "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, Corporation is interested in assisting Contractor in providing the community of McAllen with such projects as desirable by Corporation relating to the promotion of new and expanded business enterprises. All as such projects and programs are defined and incorporated herein for all purposes; and

WHEREAS, Corporation has available certain funds that may be spent by Corporation for the costs of projects and programs for operation and maintenance expenses provided by Contractor as part of their authorized purposes; and

WHEREAS, Corporation desires to provide a contribution to the projects of Contractor to benefit the citizens of the City of McAllen, Texas; and

WHEREAS, Corporation has determined that an undertrained and underdeveloped work force is a deterrent to the promotion of new or expanded business enterprises in the City of McAllen, and that the programs of Contractor include the acquisition costs of equipment and improvements, facilities and corresponding operations and maintenance thereof with the end result of training and development of a competent work force which will benefit new or expanded business enterprises.

NOW THEREFORE, the parties hereto agree as follows:

SECTION I STATEMENT OF WORK

Contractor agrees to utilize the contribution of funds to provide for the purchase and expenditure for equipment, facilities, programs and corresponding operational and maintenance costs relating to job training and development, all as such programs are described in Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as "Services"). In providing the Services hereunder and carrying out the terms hereof, Contractor shall be acting as an independent contractor. In consideration of Contractor's of such Services in the quantity and quality it has represented to Corporation, Corporation shall make payments to Contractor as provided in-Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to make expenditures in accordance with the Detailed Budget of all expenditures (Exhibit "B") for the duration hereof. Contractor will maintain all records of operations and expenditures for the period of this Agreement that establishes that the funds furnished by Corporation are being used exclusively for the purpose as detailed herein. A report of operations and expenditures will be submitted on a quarterly basis to Corporation. Contractor acknowledges and agrees that the expenditure of funds received from Corporation is subject to being audited, and Contractor shall fully and expeditiously cooperate with any such audit. The approval of the budget by Corporation creates a fiduciary duty in Contractor with respect to all funds provided by Corporation hereunder.

SECTION III. OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person, on the ground of race, color, religion, sex, national origin or disability, from participation in any of the program activities receiving Corporation financial assistance, nor on any such grounds deny the benefits of such programs, or otherwise subject any person to discrimination

Contractor will provide or continue to provide a drug-free workplace as required by the Drug-Free Workplace Act.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or Contractor violates any of the terms, conditions or stipulations hereof, then Contractor shall have thirty (30) days after the date of notice, in writing, from Corporation to cure or correct such defect or failure. Failure to so cure or correct is a breach of this Agreement. The Corporation may terminate this Agreement in the event of any such breach and contractor shall reimburse to Corporation all funds received from Corporation. Corporation may withhold any payments to Contractor until such time as the exact amount of damages due the Corporation from such breaching Contractor is determined. The failure of Corporation to exercise any right shall in no way constitute a waiver by Corporation of such right, and Corporation may demand payment or seek any other relief in law or in equity.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should, for any reason, it substantially discontinue the Services as provided for herein, or breach this Agreement, then it shall immediately remit to Corporation all unexpended monies received from Corporation, and corporation shall be entitled to possession and title to any equipment and facilities purchased with Corporation funds. Otherwise, all equipment and facilities purchased with funds of Corporation shall be held and used for the useful life thereof exclusively for the Services set out in Exhibit "A".

Contractor shall give thirty (30) days written notice to Corporation prior to the proposed selling, granting or disposal of any such equipment or facilities before the expiration of its useful life. In the event of any such proposed sale, grant or disposal, Corporation is hereby appointed as Contractor's agent for the purpose of collection of such funds or disposition of such property, and any such property, proceeds and

unexpended or returned funds still remaining will be appropriated by Corporation to eligible activities in keeping with the Corporation's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Agreement shall be for a period beginning October 1, 2013 and ending September 30, 2014. Contractor shall forfeit to Corporation all unspent and/or non-requested funds.

SECTION VII. PAYMENTS TO CONTRACTOR

Corporation hereby agrees to pay Contractor an amount not to exceed FOUR HUNDRED EIGHTY THOUSAND AND 00/100THS DOLLARS (\$480,000.00) payable upon invoice for all capital project expenditures and to the extent possible depending on expenditures, which shall be involved, payable monthly proratable upon invoice for all operational and maintenance items and other program expenses; to be submitted and approved pursuant to Section II hereinabove, and in keeping with the record of expenditures.

SECTION VIII. AUDIT

Contractor agrees to furnish Corporation, upon request, with audits as applicable, certified by a certified public accountant covering the Agreement year or any lesser requested period, with receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with Corporation or its agents or representatives, relating to any inquiries by Corporation as to the provisions of any such audit. Corporation may conduct service and/or expenditure audits during the term and for one year after the expiration date hereof. Contractor agrees to furnish any records requested by or for Corporation and to otherwise cooperate with Corporation or its agents or representatives in relation to any inquiries made pursuant to this section.

**SECTION IX.
DEFAULT**

Any signatory party to this Agreement, who because of the other party's breach hereof institutes any legal proceedings in relationship to this Agreement, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court, and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X.
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County, Texas. This Agreement shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Agreement by specific performance in a court of competent jurisdiction.

**SECTION XI.
NOTICES**

Reports and Notices shall be made by Contractor to City's representative:

CITY OF McALLEN

Name:	Attn: Mike R. Perez
Title:	Office of the City Manager
Address:	P.O. Box 220
City, State, Zip:	McAllen, TX 78505-0220
Phone:	(956) 681-1001
Fax:	(956) 681-1010

CONTRACTOR

Name: Dr. Shirley Reed
Title: President
Address: P.O. Box 9701
City, State, Zip: McAllen, TX 78501
Phone: (956) 618-8366
Fax: (956) 618-8368

SECTION XII. ENUMERATION OF AGREEMENT DOCUMENTS

This Agreement shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Agreement unless otherwise provided for herein. This Agreement contains the entire agreement of the parties and cannot be changed except by express written agreement. The Agreement documents so enumerated are:

- (1) Statement of Work (Exhibit "A")
- (2) Detailed Budget (Exhibit "B")

SECTION XIII. COVENANTS TO SURVIVE

All covenants, agreements, warranties and representations made herein by Contractor are material inducement to the Corporation to enter into this Agreement, shall survive the termination of this Agreement, and shall be binding and inure to the benefit of Corporation and its successors and assigns, whether or not so expressed. All of the rights, interests and remedies of Corporation and obligations of Contractor shall survive the termination of this Agreement.

IN WITNESS THEREOF, Corporation and Contractor have executed multiple originals of this Agreement as of the date first above written.

DEVELOPMENT CORPORATION
OF McALLEN, INC.

By: _____
Veronica V. Whitacre
President

SOUTH TEXAS COLLEGE

By: _____
Dr. Shirley Reed
President

Approved as to form:

Isaac Tawil, Assistant City Attorney
Development Corporation of McAllen, Inc.

Project approved by City Commission minute order of October 14, 2013.

City of McAllen

By: _____
James E. Darling, Mayor

**STC – The City of McAllen NAAMREI Partnership Initiative
Statement of Work**

NAAMREI MATCHING FUNDS: LOCAL ECONOMIC DEVELOPMENT STIMULUS TRAINING INCENTIVES

STC will utilize these funds for Local Economic Development Stimulus Training Incentives: This strategy shall provide for the following services and benchmarks:

- **Use City funds to match proposed Texas Workforce Commission Skills Development Fund, U.S. Department of Labor, foundation and local grant projects to support STC's Institute for Advanced Manufacturing corporate training programs.**
- **Assist MEDC as part of a training incentives package in developing local jobs for new and expanding companies.**
- **STC shall leverage \$480,000.00 to provide training for 650 jobs (new and incumbent workers) in support of job creation and retention activities under this initiative.**
- **STC will maintain the NAAMREI Corporate Headquarters in McAllen, Texas. NAAMREI will provide technical support in the development and implementation of the Research and Education Park Master Plan which is located in McAllen, Texas and support MEDC's job creation and retention activities.**

**STC – The City of McAllen NAAMREI Partnership Initiative
Detailed Budget**

BUDGET ITEMS	AMOUNT
Direct Job Training Services	\$ 386,363.00
<ul style="list-style-type: none"> • <i>Personnel and Fringe Benefits for Trainers and Support Staff</i> • <i>Customized Training</i> • <i>Instructional materials, books and supplies</i> • <i>Travel to support job creation activities</i> • <i>Training Internships</i> • <i>Membership Dues</i> • <i>NAAMREI Operating Expenses</i> • <i>Other training support related activities</i> 	
Equipment for Capacity Building	\$ 50,000.00
Indirect Costs-10% <i>Facility, maintenance, administrative support, audit expenses and reporting</i>	\$ 43,637.00
TOTAL	\$480,000.00

Note: Funds may be transferred within budget line items.

STANDARDIZED RECOMMENDATION FORM

30 (2)
10-03-13
10-14-13

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1 Agenda Item: BIDS & CONTRACTS - Consider approval of the Agreement between the Development Corporation of McAllen, Inc. and Accion Texas Inc.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
The Development Corporation of McAllen, Inc. recommended that Accion Texas, Inc. be funded for \$250,000.

4 Policy Implication: _____

5 Budgeted: X Yes No N/A

Bid Amount: _____ Budgeted Amount: \$250,000
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

NAME/TITLE INITIALS DATE CONCURRENCE
YES/NO

a) _____

b) _____

8 Staff Recommendation: Approve contract

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: Approved Disapproved None

**SMALL BUSINESS INCENTIVES AGREEMENT BETWEEN THE DEVELOPMENT CORPORATION OF
McALLEN, INC. AND ACCION TEXAS INC. FOR AN INTEREST BUY DOWN PROGRAM FOR SMALL
BUSINESS**

This Small Businesses Incentives Agreement for an Interest Buy Down Program for Small Businesses ("Agreement") is entered into between Development Corporation of McAllen, Inc., a Corporation (hereinafter referred to as "Corporation"), on behalf of the City of McAllen located in Hidalgo County, Texas, (hereinafter referred to as "City"), and Accion Texas Inc., a Texas nonprofit corporation ("Accion Texas")

WHEREAS, the Texas Legislature in Section 4A of Article 5190.6, Vernon's Texas Revised Civil Statutes (Development Corporation Act of 1979), now codified as Subtitle C1, Title 12, Texas Local Government Code, Section 504.002 et seq, ("the Act"), empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, Accion Texas Inc. is a Texas nonprofit corporation whose principal mission is to provide loans to small business owners lacking access to commercial credit;

WHEREAS, Accion Texas Inc. anticipates, over the next twelve months, providing interest buy down to 0% for loans ranging from \$500 to \$250,000.

WHEREAS, The City of McAllen has determined that it is in the best interests of the citizens of The City of McAllen that business development funds be provided to Accion Texas, through this contract to be used by Accion Texas to buy down the interest on commercial loans to 0% interest for small businesses which will result in the creation of new full-time permanent jobs in the City.

WHEREAS, Corporation has available certain funds that may be spent by Corporation for the costs of projects and programs provided by Contractor as part of Corporation's authorized purposes.

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this agreement, Corporation and Accion Texas, Inc. agree as follows:

1. Effective Date. The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement.
2. Term. The term of this agreement is for one year from October 1, 2013 through September 30, 2014. This agreement may be extended at the option of Corporation for up to two additional one year terms, contingent upon annual appropriation of funds and approval of the City Council.
3. Accion Texas Inc. anticipates that it will have **\$360,000.00** available on an annual basis to be lent to qualifying small businesses in The City of McAllen.
4. Businesses assisted must be located in or locating within The City of McAllen.
5. Loan Amounts shall be within the range of \$500 to \$250,000.
6. Accion Texas Inc. shall provide Corporation with quarterly reports to identify the loans made, name and address of business receiving the loan and jobs created.
7. Accion Texas Inc. will provide funds for loan capital to implement and sustain the program.
8. Interest Buy-Down Program.

- a) The (local government entity) agrees to pay Accion Texas Inc. a grant of \$50,000 upon execution of this agreement for marketing outreach and staff expenses dedicated to the Interest Buy Down Program and up to \$250,000 for the Interest Buy-Down Program as follows:
- i. Accion Texas Inc. must first receive a request for a loan from an existing or start-up small business that has the ability to produce jobs in the future and is located in the City of McAllen or will be locating in the City of McAllen ("Business").
 - ii. Accion Texas Inc. shall review the requests for a loan from the Business following existing lending and Underwriting Policies and guidelines. **See Attachment A.**
 - iii. Corporation authorizes an interest buy down for a 0% interest rate to finance the total loan amount. Payment by Corporation shall be the difference between the interest paid on a loan amortized at the rate dictated by the underwriting criteria and the rate of 0%. All invoices will be submitted with supporting amortization tables on each loan.
 - iv. The total interest buy down will be invoiced at the time of the closing of the loan, provided however, the total aggregate to be paid by the Corporation under this agreement shall not exceed \$250,000.00.
 - v. The total funds available on an annual basis under the Interest Buy down Program under this agreement are \$250,000.00.
 - vi. The interest buy down proceeds received by Accion are to assist Accion in covering its loan risk and the cost of initiating and servicing the loan as well as the expected interest revenue on the loan.
- b) The loans assisted with the program must be within the range of \$500 to \$250,000.
- c) Businesses assisted through this program must meet one of the following two requirements:
- i. Being a start-up small business.
 - ii. An existing small business that needs assistance to expand or grow.
- d) Any business assisted under the provisions of paragraphs i or ii of this subsection, must be:
- A. Located in or locating in The City of McAllen.
 - B. Current on payment of all sales taxes.
 - C. Current on payment of all ad valorem taxes in the City of McAllen.
- e) The following projects are ineligible for this program:
- i. Businesses located outside the City of McAllen.
 - ii. Home-based businesses located outside the McAllen City limits.

- f) Accion Texas Inc. shall provide Corporation with quarterly reports to identify the loans made, name and address of the business receiving the loan and jobs created under the Interest Buy-Down Program.
- g) Accion Texas Inc. will follow its existing loan underwriting criteria and payment terms and conditions for its loan program and provide a summary to Corporation.

9. Warranties. Accion Texas Inc. warrants and presents to Corporation the following

- a) Accion Texas Inc. is corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, has all corporate power and authority to carry on its business as presently conducted in the City of McAllen.
- b) Accion Texas Inc. has the authority to enter into and perform, and will perform, the terms of this Agreement.
- c) Accion Texas Inc. has timely filed and will timely file all local, State and Federal tax reports and returns required by laws to be filed and all Texas, assessments, fees, and other governmental charges, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.
- d) Accion Texas has received a copy of the Act and acknowledges that the funds granted in this agreement must be utilized solely for purposes authorized under State law and by the terms of this Agreement.
- e) If an audit determines that the funds were not used for authorized purposes, Accion Texas Inc. agrees to reimburse Corporation for the sums of money spent for purposes not authorized by law within 30 days written notice requesting reimbursement.
- f) The parties executing this Agreement on behalf of Accion Texas Inc. are duly authorized to execute this agreement on behalf of Accion Texas Inc.

10. Compliance with Laws. Accion Texas Inc. shall observe and obey all applicable laws, ordinances, regulations and rules of the Federal, State, county and city governments.

11. Non-Discrimination. Accion Texas Inc. covenants and agrees that Accion Texas Inc. will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Facility, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

12. Force Majeure. If Corporation or Accion Texas Inc. are prevented, wholly or in part, from fulfilling its obligations under this Agreement by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, other causes of force majeure, or by reason of circumstances beyond its control, then the obligations of Corporation or Accion Texas Inc. are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

13. Assignment. Accion Texas Inc. may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of Corporation. Any attempted assignment without approval is void, and constitutes a breach of this Agreement.

14. Indemnity. Accion Texas Inc. covenants to fully indemnify, save, and hold harmless Corporation, their respective officers, employees, and agents ("indemnitees") against all liability, damage, loss, claims demands, and actions of any kind on account of personal injuries, (including and without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Accion Texas Inc. activities conducted under or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the indemnitees. Accion Texas Inc. must, at its own expense, investigate all those claims, or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Accion Texas Inc. activities conducted under or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the indemnitees. Accion Texas Inc. must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands, will counsel satisfactory to indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss or claims, demands or actions.

15. Events of Default. The following events constitute a default of this Agreement:

- a) Failure of Accion Texas Inc. to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
- b) Corporation determines that any representation or warranty on behalf of Accion Texas Inc. contained in this Agreement or in any financial statement, certificate report, or opinion submitted to Corporation in connection with this Agreement was incorrect or misleading in any material respect when made.
- c) Any judgment is assessed against Accion Texas Inc. or any attachment or other levy against the property of Accion Texas Inc. with respect to a claim remains unpaid, undischarged, or not dismissed for a period of 30 days.
- d) Accion Texas Inc. makes an assignment of this agreement for the benefit of creditors.
- e) Accion Texas Inc. files a petition in bankruptcy, or is adjudicated insolvent or bankrupt.
- f) If taxes owed by Accion Texas Inc. become delinquent, and Accion Texas Inc. fails to timely and properly follow the legal procedures for protest or contest.
- g) Accion Texas Inc. changes the general character of business as conducted on the date this Agreement is approved by Corporation.
- h) Failure of Corporation to pay invoices submitted by Accion Texas Inc. within 20 days of submission.

16. Notice of Default. Should City of McAllen or Accion Texas Inc. determine that the other party is in default according to the terms of this Agreement, Corporation or Accion Texas Inc. shall notify the other party in writing of the event of default and provide 60 days from the date of the notice ("Cure Period") to cure the event of default.

17. Results of Uncured Default. After exhausting good faith attempts to address any default during the cure period, and taking into account any extenuating circumstances that might

have occurred through no fault of Accion Texas Inc., as determined by Corporation,, the following actions must be taken for any default that remains uncured after the Cure Period:

- a) Accion Texas Inc. shall immediately repay all funds paid by Corporation under this Agreement.
- b) Accion Texas Inc. shall pay Corporation reasonable attorney fees and costs of court to collect amounts due to Corporation).
- c) Corporation shall have no further obligations to Accion Texas Inc. under this Agreement.
- d) Corporation may not be held liable for any consequential damages.
- e) Corporation may pursue all remedies available under law.

18. No Waiver.

- a) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
- b) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement.
- c) Any waiver or indulgence of Accion Texas Inc.'s default may not be considered an estoppel against Corporation.
- d) It is expressly understood that if at any time Accion Texas Inc. is in default in any of its conditions or covenants of this Agreement, the failure on the part of Corporation to promptly avail itself of the rights and remedies that Corporation may have, will not be considered a waiver on the part of Corporation, but Corporation may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

19. Accion Texas Inc. specifically agrees that Corporation shall only be liable to Accion Texas Inc. for the actual amount of the money to be conveyed to Accion Texas Inc. and shall not be liable to Accion Texas Inc. for any actual or consequential damages, direct or indirect interest, attorney fees, or cost of court for any act of default by Corporation under the terms of this agreement. Payment by Corporation is strictly limited to those funds so allocated, budgeted, and collected solely during the term of this agreement. Corporation shall use its best efforts to anticipate economic conditions and to budget accordingly and must notify Accion Texas in writing if the estimated amount of funds is not available.

20. Notices:

- a) Any required written notices shall be sent, certified mail, postage prepaid, addressed as follows:

Accion Texas Inc.
Attn: Janie Barrera
2014 S. Hackberry Street
San Antonio, Texas, 78210

City of McAllen, Texas:

Mike R. Perez, City Manager
1300 Houston
McAllen, Texas 78501

- b) A copy of all notices and correspondence shall be sent to the City at the following address:

Mike R. Perez, City Manager
1300 Houston
McAllen, Texas 78501

- c) Notice is effective upon deposit in the United States mail in the manner provided above.

21. **Amendments or Modifications.** No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

22. **Relationship of Parties.** In performing this Agreement, both Corporation and Accion Texas Inc. will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

23. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

24. **Severability.**

- a) If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose.

- b) To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this agreement automatically.

25. **Venue.** Venue for any legal action related to this Agreement is in **Hidalgo County, Texas.**

26. **Sole Agreement.** This Agreement constitutes the sole agreement between Corporation, and Accion Texas Inc. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

27. Survival of terms of agreement and obligations of parties. The terms of this agreement and the obligation of the parties relating to the Interest Buy Down Program shall survive the termination of this agreement.

City of McAllen

Signature: _____

Print Name: _____

Title: City Manager

Date: _____

Accion Texas Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

Isaac J. Tawil,
Assistant City Attorney
Development Corporation of McAllen, Inc.

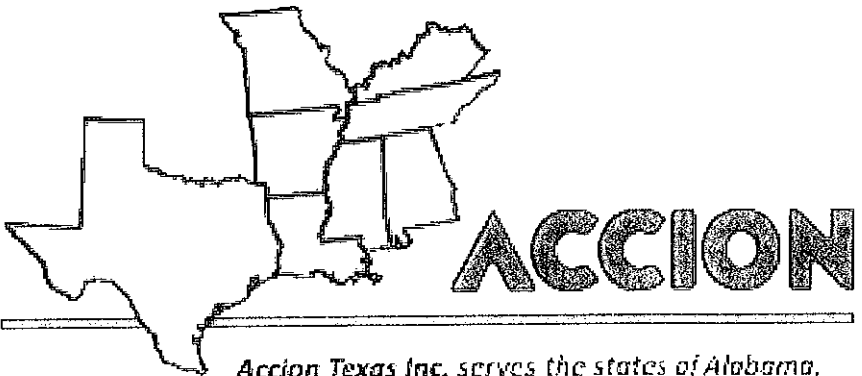
Approved By McAllen City Commission on October 14, 2013.

City of McAllen

By: _____
James E. Darling, Mayor

Accion Texas Inc Lending Policy Summary

Date



*Accion Texas Inc. serves the states of Alabama,
Arkansas, Kentucky, Louisiana, Mississippi,
Missouri, Tennessee and Texas*

ACCION Texas Inc (ATI)

Lending Policies

- Borrowers, Co borrowers and Cosigners must be at least 21 years of age.
- Applicant must be a US citizen, have a permanent resident visa, or be in the process to obtain his permanent resident card (also known as green card), and have a Social Security card issued by the Social Security Administration*. If the individual does not have a social security number issued by the Social Security Administration or by the INS, ACCION Texas would not be able to help them. ACCION Texas cannot substitute a sales tax ID number as a S.S. #.
 - a. The only exception to this rule is the applicants of the immigrant loans.
- *Individuals who are in the process of obtaining a green card will have an INS issued Social Security Number, which will allow them to work. These individuals will also need a co-signer that is a legal permanent resident; this person must be a Texas resident.
- All applicants must live and have the business in area serviced by ACCION Texas Inc.
- The business activity must be legal but not necessarily licensed or registered. Licenses would be required for professional businesses such as doctors, lawyers, etc.
- The loan must be for investment in the business, for working capital purposes, leasehold improvements or for the purchase of fixed assets.
- Collateral must be located and/or titled in the state loan is issued. Mobile homes can be used as collateral only if we are also using the property that it is situated on.
- Customer must have limited or no access to conventional forms of bank business credit.
- Debt consolidation-- ATI will not disburse a loan for the sole purpose of consolidating a customer's outstanding debt. ATI will help an individual with a portion of the loan (not more than 40%) to pay off expenses that were acquired due to the purchase of fixed assets, start-up expenses the customer put on their credit card, or a repair bill. ATI will not consider paying off a credit card that was used for ongoing expense such as inventory, supplies or operating expenses. This trend would indicate more of a capacity issue rather than a one-time expense. The client needs to present the actual credit card statement for verification.
- No staff members or immediate family of ACCION Texas staff or the Board of Directors may be eligible for a loan from ACCION Texas.
- A copy of a valid ID must be acquired and a copy made before a credit report can be pulled on any person, there are no exceptions to this rule.
 - a. At exception of applications submitted online.
- The owner of a sole proprietorship has to be on the note. No exceptions.
- Partnerships- all partners must be on the note.

- Corporations: everyone that owns 20% and over must be on the note.

Information and Loan Guidelines

- ACCION Texas loans are fixed rate loans.
- Loan size varies from \$500-\$250,000
- Loan term varies depending on a number of factors including loan amount, type of loan, collateral, applicant capacity to pay, etc. Maximum term of 120 months.
- All applicants must fill out an ACCION Texas loan application (either paper or online). There is no charge associated with the application process
- ACCION Texas makes loans for any legitimate business related expense to include working capital
- ACCION Texas lends to startups. Our definition of startup is 6 months or less in business. Startups must have an alternate source of income.
- Criterion for loans includes a positive cash flow, payment history, and available collateral to secure the loan.
- ACCION Texas runs credit reports on all applicants through Trans Union. We also report payment history on our loans to credit bureaus.
- Interest rates and closing fees are risk based. The higher the risk, the higher the interest rate and closing fees.
- Loans and Lines of Credit are collateralized. Well run businesses with solid financials may qualify for reduced collateral.
- Lines of credit are generally available to existing businesses where the principal owner has a FICO score of 600 or above.
- ACCION Texas requires documentation to approve and close a loan. Typical documents are pay stubs, W-2, bank statements, financials, etc. Depending on the type of business, other documents may be required.
- Prospective clients cannot have open judgments or liens against them.

- If you have previously filed either Chapter 7 or 13 bankruptcy, we need to know the dismissal or discharge date.
- ACCION Texas accepts co-borrowers or co-signors to help strengthen a loan application

Rates and Fees

General guidelines

Tier Lending Model

Tier	FICO Score	Interest Rate	Commitment Fee	Maximum Loan Amount	Max Term
5	<500	18.00%	9%	\$ 4,000.00	24
4	500+	18.00%	7%	\$ 8,000.00	36
3	550+	17.00%	6%	\$ 12,000.00	42
2	600+	13.50%	5%	\$ 20,000.00	48
1	630+	12.50%	5%	\$ 35,000.00	60
1A	650+	10.5%	4%	\$ 50,000.00	72
Small Business Loan		7%-9%	2%-3%	\$50,000- %250,000	120

The interest and fees listed in the lending model are the general guidelines, and can vary when co-borrowers and co-signers are involved. Accion Texas also has various programs and funds with interest rates starting at 1% in the Brownsville area.

Fund	Interest Rate
SBA -	8.5% to 12.5%
USDA	Max 14.5% rate.
Annie Casey	Max 14.5%,
Corpus Christi 5.5 Buy - Down Program	5.5%,
ATL EDA Revolving Loan Fund	7.00%
NAD Bank Buy Down Program	2.00%
MCDI Buy Down Program	1.00%
USAA Heroes Loan Program	5.00%
UTPA Buy Down Program	5.50%
Dallas Women Foundation Loan Program	5.00%

Underwriting Guidelines

Summary of ACCION Loans \$500 to 250,000

ACCION Texas uses a risk based tier system to evaluate the loan applications. There are 6 Tiers that range from our highest risk applicants (Tier 5) to our lowest risk (Tier 1A). The higher the risk, the higher the interest rate, fees and the lower the loan amount. Conversely, the lower the risk the higher the loan amount considered along with lower interest rates and closing fees. All loan file contents are electronically attached and included in our proprietary loan management system that

has been funded and developed by ATI. Promissory note, security agreement, and check to the client are the only paper documents involved.

The underwriting of loan applications is performed in 2 phases:

Preliminary/Auto Review: this is a preliminary review of the application. The application is reviewed by a scoring engine that assesses the risk of default of each applicant based on credit, personal and business information. The engine uses both statistical and mathematical models to generate a recommendation regarding whether an application should move forward and if so, the Tier and maximum loan amount the customer qualifies for. The preliminary review considers information in the application, financials/capacity and information from their credit report.

The auto review provides three possible results based on information in the application that will determine if the application will move to phase II of the loan process and the conditions. The applications that receive an automatic denial can be appealed by the loan Officer. At this point underwriting will review and will determine if we can consider a loan amount and the conditions.

Final Review: An underwriter reviews application along with supporting documents collected by loan officer to make an assessment of the request and make a final decision or recommendation. The final review makes an assessment based on the credit history and trends, capacity, collateral, commitment, relevant experience of the applicants, and character assessment provided by loan officer.

Underwriters must follow ACCION Texas general guidelines in regards to the following:

Credit

ACCION Texas uses two credit scores in the analysis of the credit Fico score, 98 and Propensity for Bankruptcy index. ACCION Texas considers loans for individuals with credit scores as low as less than 500 as long as there is no negative information within last 6 months.

The scores alone do not determine the credit tier of an applicant; there is an evaluation of the length of the credit history, write offs, collections, slow pay, bankruptcy, repossessions, foreclosure, child support, civil judgments and federal tax liens, and revolving credit available.

Capacity requirements

Small Loans up to \$12,000 should show minimum 1.25 DSC using a straight cash flow calculation. Larger loans should have global cash flow of minimum 1.25 DSC ratios based on historical financials and including a 50% debt/income ratio in the personal side.

Start up businesses are required to have capacity to cover new loan payment plus any other fixed expenses (rent, mortgage, leases, etc).

Collateral Requirements

ACCION Texas requires for loans to be secured 80% to 100%. Loans can be secured with vehicles, jewelry, real estate, business equipment, and inventory, contracts, and accounts receivable, certificate of deposits, stocks, or ATLAP enrollment.

Start Up Business additional requirements

Applicants need to have relevant experience in the business and have a personal investment of minimum 10% to 20% of the total start up project cost.

Underwriting guidelines for loans above \$50,000-\$100,00 Processed as a microloan

- Applicants need to have a credit Tier 1-1A to qualify for a loan of this size.
- Existing businesses must show capacity to cover loan payment 1.10-1.25 times with historical cash flow. Projected cash flow may be acceptable if the improvement in the cash flow is a direct result of the use of the loan proceeds.
- Start Up businesses must have an alternate source of income, provide proof of relevant experience, and provide financial projections along with assumptions.
- Require equity of 10% for existing businesses (over 2 years of operations) and 15% for start up businesses (any business with less than 2 years of operations).
- Purpose of the loan is limited to capital expenditures such as heavy machinery, equipment, and real estate. Working capital loans may be approved only if the loan is secured with real estate or collateral that has lasting residual value e.g. (precious metals, certificate of deposit).
- Collateral- loan needs to be secured with real estate, heavy machinery and equipment with used life of 10 years, or items with residual value e.g. precious metals and certificate of deposit.

Underwriting team will perform a detail financial analysis for loans of this size.

From an organization standpoint, the underwriters and lending team are separated. The lending team works for the VP Lending and CLO while the Underwriters work for the CAO. The loan officers generate loans and the underwriters evaluate the loan using our established underwriting guidelines. This is part of an essential internal quality control process to have a loan portfolio that is consistent regardless of loan officer, location or loan size.

Small Business Loan Program Small Business Loan Program

(ATI Large Loan)

Qualified applications will be considered in all ACCION Texas service area when processed by Large Loan Division

Description: this new loan product has been designed to help the business owners who want to purchase commercial real estate for business operations, heavy machinery equipment, or need working capital due to expansion or business growth; however business has challenges obtaining 100% financing from a traditional lender. This loan program it is designed to help applicant to obtain the financing needed while avoiding excessive costs and obtaining financing at all.

This program can work on two ways:

ATL financing alone up to \$250,000 or in tandem with third party lender a bank or non bank lender to finance 50% of the project, ACCION Texas will finance up to 40% of the total project cost and applicant will invest minimum 10%.

Loan Amount: From \$50,000 to \$250,000.

Fees:

- Fixed 7.00-9.0% Regular Interest rate
- The Lower interest rate of 7.0-7.25% to be considered only if special funds/program available.
- Commitment fee 2.5% to 3%.
- If loan is issued in the form of a Line of credit, the LOC fees will apply.

Term:

- Working Capital from 36 to 60 months maximum.
- If loan is issued in the form of a line of credit, the LOC terms (from 1-3 years) will apply.

- Heavy Machinery & Equipment From 48 to 120 months (depending of the depreciation life of the assets)
- Real Estate 10 year, may consider a 15- 20 year amortization schedule with a potential 5-10 year call in an exceptional basis.
- Terms are based upon life of assets being financed.

Qualified Purpose of the Loan:

- Purchase Commercial Real Estate with a projected immediate owner's occupancy (recommending minimum 60 %.)
- Purchase Land and finance construction of new building (commercial or industrial facility) with the purpose of immediate occupancy (recommending minimum 60 %.)
- Construction of new building with the purpose of immediate occupancy (recommending minimum 60 %.)
- Machinery and equipment with a useful life of 10 years.
- Working capital including leasehold improvements and other soft costs associated with the project could be included in the loan.
- Working Capital to cover ongoing operating expenses due to recent expansion or business growth, or due to extraordinary projects.
- Commercial Vehicles
- Inventory financing for unexpected orders (short term loan).
- Refinance of Real Estate, Heavy Machinery and Equipment, and commercial Vehicles with notes less favorable for the applicant like a balloon payment, higher interest rates, and terms not matching the life of the assets being financed.

Ineligible purpose of the loan:

Financing of current assets (inventory, Accounts Receivable, etc) when there is no expansion or growth, debt Consolidation (other than refinance described above), acquisition of commercial property with the purpose of leasing.

Qualifying Businesses:

- For profit operating company
- Non Profit Operating Company (Must meet requirements according to ATL Policy for non profits)
- Must be a legal business
- The assets/project financed must be located in the ACCION Texas service area .
- Existing business with at least 3 years of completed tax returns.
- Start up businesses with at least two years of operations may be considered if applicant has years of strong relevant experience and strong equity on the business.

- Start up businesses with at least one year of operations may be considered if applicant has years of strong relevant experience, alternate source of income, minimum equity of 20%, can produce minimum one year of business tax return or formal financials, and has strong collateral.
- Business must meet an economic development goal and/or
- Meet one of the Underserved markets

Economic Development goals and underserved markets:

- Create or retain jobs
- Meet one of the underserved market conditions.

Businesses must meet one of the following underserved market requirements:

- Business is physically located in a Low-to Moderate Income (LMI) Communities
- Business is located in Empowerment Zones and Enterprise Communities
- Business is located in a HUB Zone
- Veteran-owned business: Business must be owned and controlled 51% or more by veteran, active duty military participating in the military's Transition Assistance Program (TAP), reservist or national guard member or a spouse of any of these groups, a widowed spouse of a service member who died while in service, or a widowed spouse of a veteran who died of a service-connected disability.
- Business where more than 50% of their full time workforce is low-income or resides in LMI census tracts.
- Business for no more than two years in operations.
- Minority owned business
- Women owned business.

Qualified Industries:

All industries are acceptable with exceptions of adult entertainment. The risk of the different industries will be analyzed in a case by case basis.

Borrower's Injection required for asset financing:

- 10% required for all existing businesses (over 3 years of operations)
- 15% required for start up businesses (less than 3 years of operations)
- 20% required for all started ups (less than 2 years of operations)

In some cases applicant will be borrowing some of the injection required however for businesses with less than 3 years of operations we will need to see minimum 10% of Cash injection to the project and allow them to find outside financing for the other 5%.

Credit Requirements:

- Applicant must be scored minimum as a Tier 2, 1, or 1a according to ATI credit policy.
- Minimum fico score of 600. Applicant must show good payment history in mortgage accounts.
- No negative information within last year- including history of slow pays-.
- No open collections.
- No unpaid write offs within last 5 years.
- No history of repossessions.
- No History of foreclosures.
- No Slow pay in child support.
- No history of Bankruptcy Chapter 7. May consider after five years in an exception basis.
- History of Bankruptcy Chapter 13 may be acceptable if discharged over 5 years ago.
- No open civil judgments are acceptable.
- No open federal or state tax liens.
- Applicants cannot be on any kind of debt management program.
- No slow pay in child support.

Capacity Requirements:

Existing businesses must show capacity to cover both ATI and other lender's payment with historical cash flow. Projected cash flow may be acceptable if the improvement in the cash flow is a direct result of buying the property. For example: existing rent payment and cost associated with maintaining current location is higher than the new loan payments.

A positive or steady trend in the revenue and profits will be required.

Businesses with less than 3 years of tax returns will be looked at more closely and an alternate source of income may be required and/or a plan to cover personal and business debt if the business does not succeed.

If, tandem loan, the financial analysis performed by bank/lender must include the payment for both loans. Requiring minimum 1.25 debt service coverage. We may consider a DCR is between 1.10-1.25 but we will require stronger collateral for our loan portion of the project.

Cash flow issues will not be an acceptable reason for ACCION Texas to consider a loan under this program.

Collateral Requirements:

- ACCION Texas will take first lien position on property and assets financed and

- ACCION Texas may take second lien position on property/assets financed in tandem a third party lender with the condition that there is a Loan to Value(LTV) of minimum 90%:
 - Second lien on Real Estate
 - Second lien on heavy machinery equipment to be purchased with loan proceeds.
- If we have a second lien on real estate we will also work with bank/lender to allow us to keep first lien on all other business assets.
- Equipment and Fixtures
- All other acceptable assets according to ATL collateral policy may be added to strengthen the loan; especially when there is no real estate involved or there is no option to have the first lien on all other business assets.
- A Formal appraisal will be required for all projects involving real estate. It could be the same appraisal ordered by the third party lender
- A title policy will be required in all real estate projects.

Environmental compliance

- If an environmental analysis is available we will need to review; otherwise an Environmental questionnaire would suffice for loans financed only by ATI.
- If tandem loan, ATI will use Environmental Analysis obtained by the Bank/Lender
- If third party lender did not require an environmental analysis for the project then ATI needs to obtain an Environmental questionnaire.

Insurance Requirements

- Life insurance will be required showing ATI as loss payee with minimum coverage of the total loan amount.
- Property Insurance required for all real estate projects showing ATI as loss payee.
- Business Property (Content) Insurance required showing ATI as loss payee.
- Vehicle Insurance showing ATI as loss payee.

Loan Application Process

- Follow ATL application process.
- RDL based on loan size according to ATL guidelines.
- Loans up to \$100,000 will be approved internally.
- Loans over \$100,000 need to be reviewed by Underwriting, if Underwriting recommends approval of the loan then the loans needs to be submitted to an external loan committee for final approval.
- If there is real estate involved the loan closing will be executed at a title company.

Portfolio Quality

Philosophy

The Asset Protection Section is responsible for insuring the prompt repayment of Accion loans, minimizing loan losses through means of client contact, 3rd party collection agencies and/or foreclosure and to provide assistance to its clients who are having difficulty meeting their respective loan obligations.

Due to the necessity for Accion to safeguard its capital for the benefit of future borrowers, Asset Protection will take all necessary actions to promote repayment of all capital lent. Collection activity and/or pursuit will increase in frequency and persistency of contact and collection related actions will intensify in severity as accounts become further delinquent.

Asset Protection Department

The Asset Protection department is responsible for ensuring the prompt repayment of ATI loans, minimizing loan losses through means of client contact, 3rd party collection agencies, civil judgments, foreclosure and repossession of collateral pledged.

Due to the necessity for ACCION Texas to safeguard its capital for the benefit of future borrowers, Asset Protection will take all necessary actions to promote repayment of all capital lent.

Asset Protection staff is authorized to contact client with delinquent accounts using written, electronic and /or verbal means of communication in compliance with the Fair Debt Collection Practice Act.

Asset Protection staff also comply with laws as they pertain to the Privacy Act, Bankruptcy and the Fair Credit Reporting Act.

Delinquency reports are generated and assigned specifically to Asset Protection staff. Delinquency reports are used in conjunction with the client's file and portfolio management software.

Action steps:

5day past due – call to client is initiated to identify reason for nonpayment. Letter is also generated and mailed.

10day past due – visit is required by Loan Officer and / or Asset Protection officer. Letter is also generated and mailed. Front line contact by the lending staff solidifies the ongoing relationship with the client. Reason for delay in payment can be identified and forward to Asset Protection in identifying strategy to resolve delinquency.

15day past due – Official Attorney Demand Letter is mailed, visit and calls continue.

15-20day past due – Intent to repossess collateral is mailed.

In an effort to accommodate our client's needs, benefits are available to maintain account within company standards.

- Due date changes, Extensions, Flex program, Restructure, Settlements – Granted under specific criteria, approved by Director Asset Protection or designated person within the department.

Charge off loans

Loans which reach an aging of over 180day past due are deemed uncollectable. A list of c/o loans will be forwarded to CAO by the 5th day of each month. Charged off loans are then placed with an outside agency for 3rd party placement and continued collection efforts. A loan can be placed with 3rd party placement prior to charge off. Director of Asset Protection has authority to place account prior to c/o status with a 3rd party collection agency.

Repossession and Redemption

Repossession of collateral is considered a last resort. After written notice and grace period has expired, a file will be issued for recovery. Time is allowed for the borrower to redeem the collateral. In the event it is not redeemed, property will be set for auction through 3rd party liquidation agency.

Credit Bureau Reporting

ACCION Texas is member of only one of three credit bureaus. Our system captures all loan activity, generates it and export report electronically to Trans Union as prompted by Director of Asset Protection. Credit reporting disputes and credit verifications are also addressed by this department.

Verifications of Account / Credit Inquiries

Merchants requesting information on our clients will first show proof that our client has authorized his creditors to share their credit history with a 3rd party. Upon receiving authorization in writing, this department will proceed with providing the information to the 3rd party.

Portfolio Quality Monitoring

The portfolio is monitor by Loan officers (their specific market), technical assistance providers are involved in monitoring large or high risk loans, Asset protection department staff are involved in monitoring delinquent account. Director of Asset protection and Chief Administrative Officer review portfolio quality and determined the delinquency, extensions, write off, and restructure rates to identify any issues and be proactive.

There is a Portfolio Quality Committee from the Board of directors that reviews this performance quarterly.

STANDARDIZED RECOMMENDATION FORM

30 (3)

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

10-01-13
10-14-13

1 Agenda Item: BIDS & CONTRACTS - Consider approval of the Agreement between the Development Corporation of McAllen, Inc. and Valley Initiative for Development and Advancement, Inc. (VIDA)

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
The Development Corporation of McAllen, Inc. recommended that VIDA be funded for \$902,000.

4 Policy Implication: _____

5 Budgeted: X Yes No N/A

Bid Amount: _____ Budgeted Amount: \$902,000
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: Approve contract

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: Approved Disapproved None

THE STATE OF TEXAS
COUNTY OF HIDALGO

DEVELOPMENT CORPORATION OF McALLEN, INC.

THIS AGREEMENT, entered into on this 14th day of October 2013, by and between the Development Corporation of McAllen, Inc., a Corporation (hereinafter referred to as "Corporation"), on behalf of the City of McAllen located in Hidalgo County, Texas, (hereinafter referred to as "City") and Valley Initiative for Development and Advancement, Inc., (hereinafter referred to as "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, Corporation is interested in assisting Contractor in providing the community of McAllen with such projects as desirable by Corporation relating to the promotion of new and expanded business enterprises. All such projects and programs are defined and incorporated herein for all purposes; and

WHEREAS, Corporation has available certain funds that may be spent by Corporation for the costs of projects and programs for operation and maintenance expenses provided by Contractor as part of Corporation's authorized purposes; and

WHEREAS, Corporation desires to provide a contribution to the projects of Contractor to benefit the citizens of the City of McAllen, Texas; and

WHEREAS, Corporation has determined that an undertrained and underdeveloped work force is a deterrent to the promotion of new or expanded business enterprises in the City of McAllen, and that the programs of Contractor include the acquisition costs of equipment and improvements, facilities and corresponding operations and maintenance thereof with the end result of training and development of a competent work force which will benefit new or expanded business enterprises.

NOW, THEREFORE, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide for the purchase

and expenditure for equipment, facilities, programs and corresponding operational and maintenance costs relating to job training and development, all as such programs are described in Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as "Services"). In providing the Services hereunder and carrying out the terms hereof, Contractor shall be acting as an independent contractor. In consideration of Contractor's provision of such Services in the quantity and quality it has represented to Corporation, Corporation shall make payments to Contractor as provided in Section VII.

SECTION II BUDGET, RECORDS AND REPORTS

Contractor agrees to make expenditures in accordance with the Detailed Budget of all expenditures (Exhibit "B") for the duration hereof. Contractor will maintain all records of operations and expenditures for the period of this Agreement that establishes that the funds furnished by Corporation are being used exclusively for the purpose as detailed herein. A report of operations and expenditures will be submitted on a quarterly basis to Corporation. Contractor acknowledges and agrees that the expenditure of funds received from Corporation is subject to being audited, and Contractor shall fully and expeditiously cooperate with any such audit. The approval of the budget by Corporation creates a fiduciary duty in Contractor with respect to all funds provided by Corporation hereunder.

SECTION III. OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person, on the ground of race, color, religion, sex, national origin or disability, from participation in any of the program activities receiving Corporation financial assistance, nor on any such grounds deny the benefits of such programs, or otherwise subject any person to discrimination.

Contractor will provide or continue to provide a drug-free workplace as required by the Drug-Free Workplace Act.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or Contractor violates any of the terms, conditions or stipulations hereof, then Contractor shall have thirty (30) days after the date of notice, in writing, from Corporation to cure or correct such defect or failure. Failure to so cure or correct is a breach of this Agreement. The Corporation may terminate this Agreement in the event of any such breach and contractor shall reimburse to Corporation all funds received from Corporation. Corporation may withhold any payments to Contractor until such time as the exact amount of damages due the Corporation from such breaching Contractor is determined. The failure of Corporation to exercise any right shall in no way constitute a waiver by Corporation of such right, and Corporation may demand payment or seek any other relief in law or in equity.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should, for any reason, it substantially discontinue the Services as provided for herein, or breach this Agreement, then it shall immediately remit to Corporation all unexpended monies received from Corporation, and corporation shall be entitled to possession and title to any equipment and facilities purchased with Corporation funds. Otherwise, all equipment and facilities purchased with funds of Corporation shall be held and used for the useful life thereof exclusively for the Services set out in Exhibit "A".

Contractor shall give thirty (30) days written notice to Corporation prior to the proposed selling, granting or disposal of any such equipment or facilities before the expiration of its useful life. In the event of any such proposed sale, grant or disposal, Corporation is hereby appointed as Contractor's agent for the purpose of collection of such funds or disposition of such property, and any such property, proceeds and unexpended or returned funds still remaining will be appropriated by Corporation to eligible activities in keeping with the Corporation's budgetary process.

**SECTION VI.
TIME OF PERFORMANCE**

Time of performance for this Agreement shall be for a period beginning October 1, 2013 and ending September 30, 2014. Contractor shall forfeit to Corporation all unspent and/or non-requested funds.

**SECTION VII.
PAYMENTS TO CONTRACTOR**

Corporation hereby agrees to pay Contractor an amount not to exceed NINE HUNDRED TWO THOUSAND DOLLARS (\$902,000.00) payable in eleven monthly installments of Seventy Five Thousand, One Hundred Sixty Six Dollars and 67/100 cents and final payment of Seventy Five Thousand, One Hundred Sixty Six Dollars and 63/100 cents, and in accordance with the Statement of Work (Exhibit "A"), Detailed Budget (Exhibit "B") and in keeping with the record of expenditures. All necessary documentation such as canceled checks, paid bills and time and attendance records should be submitted with any request for payment. Corporation may request additional documentation of expenditures from Contractor, as deemed necessary.

**SECTION VIII.
AUDIT**

Contractor agrees to furnish Corporation, upon request, with audits as applicable, certified by a certified public accountant covering the Agreement year or any lesser requested period, with receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with Corporation or its agents or representatives, relating to any inquiries by Corporation as to the provisions of any such audit. Corporation may conduct service and/or expenditure audits during the term and for one year after the expiration date hereof. Contractor agrees to furnish any records requested by or for Corporation and to otherwise cooperate with Corporation or its agents or representatives in relation to any inquiries

made pursuant to this section.

SECTION IX. DEFAULT

Any signatory party to this Agreement, who because of the other party's breach hereof institutes any legal proceedings in relationship to this Agreement, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court, and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X. VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County, Texas. This Agreement shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Agreement by specific performance in a court of competent jurisdiction.

SECTION XI. NOTICES

Reports and Notices shall be made by Contractor to City's representative:

CITY OF McALLEN

Name:	Attn: Mike R. Perez
Title:	Office of the City Manager
Address:	P.O. Box 220
City, State, Zip:	McAllen, TX 78505-0220
Phone:	(956) 681-1001
Fax:	(956) 681-1010

CONTRACTOR

Name: Attn: Mayra C. Garcia
Title: Executive Director
Address: 1715 E. Pike Blvd.
City, State, Zip: Weslaco, Texas 78596
Phone: (956) 447-0600
Fax: (956) 447-0400

SECTION XII. ENUMERATION OF AGREEMENT DOCUMENTS

This Agreement shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Agreement unless otherwise provided for herein. This Agreement contains the entire agreement of the parties and cannot be changed except by express written agreement. The Agreement documents so enumerated are:

- (1) Statement of Work (Exhibit "A")
- (2) Detailed Budget (Exhibit "B")

SECTION XIII. COVENANTS TO SURVIVE

All covenants, agreements, warranties and representations made herein by Contractor are material inducement to the Corporation to enter into this Agreement, shall survive the termination of this Agreement, and shall be binding and inure to the benefit of Corporation and its successors and assigns, whether or not so expressed. All of the rights, interests and remedies of Corporation and obligations of Contractor shall survive the termination of this Agreement.

IN WITNESS THEREOF, Corporation and Contractor have executed multiple

originals of this Agreement as of the date first above written.

DEVELOPMENT CORPORATION OF McALLEN, INC.

By: _____
Veronica C. Whitacre
President

VALLEY INITIATIVE FOR DEVELOPMENT
AND ADVANCEMENT, INC.

By: _____
Mayra C. Garcia
Executive Director

Approved as to form:

Isaac Tawil, Assistant City Attorney
Development Corporation of McAllen, Inc.

Project approved by City Commission minute order of October 14, 2013.

City of McAllen

By: _____
James E. Darling, Mayor

II. STATEMENT OF WORK:

In the space below, explain how the Development Corporation of McAllen, Inc. funds will be expended. Provide a brief summary of anticipated projects, services, and outcomes.

Collaborative partnerships have had historical success in preparing college students by addressing the existing needs in the area. The proposed McAllen Self-Sufficient Project 17 is a collaborative effort that provides for the maximum success of students and workers in the education and training pipeline. VIDA, along with its partners South Texas College, and the University of Texas Pan American proposes this job training initiative as a collaborative effort in response to the area's need for high-skilled, high-wage positions. This effort will provide for the maximum success of 149 students and workers in the education and training pipeline. VIDA will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be a solid investment in the transformation of our community's workforce. Since our inception, VIDA's mission has been...to address employers' needs for a skilled workforce. VIDA's program of work is directly tied to the demand occupation opportunities of our community.

Because of the commitment and support of communities such as McAllen to improve the lives of its low income residents through education and training. VIDA was selected as one of only nine programs throughout the nation to be included in the U.S. Department of Health and Human Services Innovative Strategies for Increasing Self-Sufficiency (ISIS) evaluation. Our well-designed program model was the first ISIS partner to begin the random assignment phase of ISIS. The ISIS evaluation will explore the extent to which career pathways programs such as VIDA's, are able to improve the economic self-sufficiency of low-income families. The ISIS evaluation will use a random assignment design to test program impacts and effectiveness. The expectation is that the findings will help direct additional federal funds for adult education and training.

As part of VIDA's services, VIDA will maintain an aggressive Outreach Program that will utilize its traditional community-based participant recruitment methods but will also augment through Public Service Announcements (PSA's) on radio, television and print when possible. An organized and consistent effort will be developed to work with the high schools to inform the students about VIDA opportunities in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability

of immediate assistance to initiate their training in these sectors. VIDA will work with the various public assistance organizations and collaborate closely with the workforce board to provide each with the specifics of the Sector Strategy Workforce Development Initiative so they too can serve to disseminate the information when applicable. This community awareness effort serves to meet a multitude of objectives: (1) Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage; (2) Educate the community at large about the aggressive and focused efforts that the City of McAllen, the McAllen Economic Development (MEDC) and the vast workforce development partners have in place to meet the job demands and grow the economic base; (3) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

VIDA

Sector Strategy Initiative for Work Force Development

City of McAllen Detailed Program Budget

October 1, 2013 – September 30, 2014

BUDGET ITEMS	10/01/13 - 09/30/14 Projected Expenditures
<p align="center">DIRECT TRAINING PROGRAM MANAGEMENT SERVICES</p> <p>TRANSITION/ EMPLOYMENT TRAINING AND PLACEMENT SERVICES</p> <ul style="list-style-type: none"> • Community Outreach , Assessment, and Aptitude Testing • Case Management • Career Counseling • Transition Services During Training (counseling, mentoring and tutorial) • College Preparation Workshops • Orientation Classes • Job Preparation Classes • Job Placement Assistance • Monitoring, Oversight, Reporting and Follow –up • Computer Lab for Testing, Research, Resume Editing • Direct Program Management Staffing Costs (Counselors) • Program Operating Expenses (Printing, Supplies, Telephone and Indirect Costs) <p>Direct Program Management Costs for: PSOT-STC in Allied Health; Manufacturing; Business; Technology; Education; Social Services; Specialized Trades. College Certificates, Associates Degree, Bachelors Degree (limited Restrictions Apply), Marketable Skills Certificates and Pre-PSOT: College Prep Academy.</p> <p align="right">SUB-TOTAL</p>	<p align="right">\$198,440</p>
<p align="center">JOB TRAINING AND SUPPORT SERVICES</p> <p align="center"><u>164 Participants/Students</u> <u>New Applicants; Roll-Over/Continuing Program/Graduates</u></p> <p><u>Training</u> : Tuition & Fees, Books, Testing fees, Mandatory curriculum based equipment (such as uniforms or tools)</p> <p><u>TIER I - Pre-PSOT – STUDENT PREPAREDNESS PROGRAMS AND ASSISTANCE FUNDS</u> College Prep Programs: THEA (Texas Higher Education Assessment), ACCUPLACER Life Skills, Study Skills, Skill Standards Prep Courses, GED (program specific entry exams)</p> <p><u>TIER II - PSOT - JOB TRAINING ASSISTANCE FUNDS</u> STC, UTPA, TSTC, UTB or other accredited institutions in higher education for certification and associates programs in the programs of study herein referenced,</p> <p><u>TIER III – Customized Training</u></p> <p><u>Support Services:</u> Child Care, Transportation, Uniforms and/or Interview Attire, Tools, Emergency Living Expenses, Other for participant in a demand occupation program of study in any credited institution of higher learning.</p>	<p align="right">422,136</p> <p align="right">164,164</p>
<p align="right">SUB-TOTAL</p>	<p align="right">\$586,300</p>
<p>VIDA Administrative Costs</p>	<p align="right">\$117,260</p>
<p align="right">TOTAL PROGRAM BUDGET</p>	<p align="right">\$902,000</p>

STANDARDIZED RECOMMENDATION FORM

3C(4)
09-30-13
10-14-13

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1 Agenda Item: BIDS & CONTRACTS - Consider Agreement between the Development Corporation of McAllen, Inc. and the Community Health Management Corporation, Inc.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
The Community Health Management Corporation, Inc. dba El Milagro Clinic was funded \$120,000. This agreement will commence on October 1, 2013 and end September 30, 2014.

4 Policy Implication: _____

5 Budgeted: X Yes No N/A

Bid Amount: _____ Budgeted Amount: \$120,000
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: Approve contract

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: Approved Disapproved None

THE STATE OF TEXAS

DEVELOPMENT CORPORATION OF McALLEN, INC.

COUNTY OF HIDALGO

CITY OF MCALLEN

THIS AGREEMENT, entered into on this 14th day of October 2013, by and between the Development Corporation of McAllen, Inc., a Corporation (hereinafter referred to as "Corporation"), on behalf of the City of McAllen located in Hidalgo County, Texas, (hereinafter referred to as "City") and Community Health Management Corporation, Inc., a non-profit corporation (hereinafter referred to as "Contractor").

WHEREAS, Corporation interested in assisting Contractor in providing the community of McAllen with such services as defined below; and

WHEREAS, Corporation has available certain funds that may be spent by Corporation for the costs of projects and programs for operation and maintenance expenses provided by Contractor as part of their authorized purposes; and

WHEREAS, Corporation desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, Corporation and Contractor, by this Agreement, are providing for contributions for services with the obligation and commitment by the Contractor to provide such services for the duration of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I STATEMENT OF WORK

Contractor agrees to utilize the contribution of funds to provide the services as set out in the Statement of Work (Exhibit "A") and incorporated herein for all purposes for the duration of the term hereof and under the conditions hereof. In providing the Services hereunder and carrying out the terms hereof, Contractor shall be acting as an independent contractor. In consideration of Contractor's provision of such Services in the quantity and quality it has represented to Corporation, Corporation shall make payments to Contractor as provided in Section VII.

SECTION II BUDGET, RECORDS AND REPORTS

Contractor agrees to make expenditures in accordance with the Detailed Budget of all expenditures (Exhibit "B") for the duration hereof. Contractor will maintain all records of operations and expenditures for the period of this Agreement that establishes that the funds furnished by Corporation are being used exclusively for the purpose as detailed herein. A report of operations and expenditures will be submitted on a quarterly basis to Corporation. Contractor acknowledges and agrees that the expenditure of funds received from Corporation is subject to being audited, and Contractor shall fully and expeditiously cooperate with any such audit. The approval of the budget by Corporation creates a fiduciary duty in Contractor with respect to all funds provided by Corporation hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person, on the ground of race, color, religion, sex, national origin or disability, from participation in any of the program activities receiving Corporation financial assistance, nor on any such grounds deny the benefits of such programs, or otherwise subject any person to discrimination.

Contractor will provide or continue to provide a drug-free workplace as required by the Drug-Free Workplace Act.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or Contractor violates any of the terms, conditions or stipulations hereof, then Contractor shall have thirty (30) days after the date of notice, in writing, from Corporation to cure or correct such defect or failure. Failure to so cure or correct is a breach of this Agreement. The Corporation may terminate this Agreement in the event of any such breach and contractor shall reimburse to Corporation all funds received from Corporation. Corporation may withhold any payments to Contractor until such time as the exact amount of damages due the Corporation from such breaching

Contractor is determined. The failure of Corporation to exercise any right shall in no way constitute a waiver by Corporation of such right, and Corporation may demand payment or seek any other relief in law or in equity.

SECTION V REVERSION OF ASSETS

Contractor agrees that should, for any reason, it substantially discontinue the Services as provided for herein, or breach this Agreement, then it shall immediately remit to Corporation all unexpended monies received from Corporation, and corporation shall be entitled to possession and title to any equipment and facilities purchased with Corporation funds. Otherwise, all equipment and facilities purchased with funds of Corporation shall be held and used for the useful life thereof exclusively for the Services set out in Exhibit "A". Contractor shall give thirty (30) days written notice to Corporation prior to the proposed selling, granting or disposal of any such equipment or facilities before the expiration of its useful life. In the event of any such proposed sale, grant or disposal, Corporation is hereby appointed as Contractor's agent for the purpose of collection of such funds or disposition of such property, and any such property, proceeds and unexpended or returned funds still remaining will be appropriated by Corporation to eligible activities in keeping with the Corporation's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time performance for this Agreement shall be for a period beginning October 1, 2013, and ending September 30, 2014. Contractor shall forfeit to Corporation all unspent and/or non-requested funds.

SECTION VII PAYMENTS TO CONTRACTOR

Corporation hereby agrees to pay contractor an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100THS (\$120,000.00) payable as follows: (1) Twelve (12) monthly installments of Ten Thousand Dollars and 00/100

cents (\$10,000.00) for a total of One Hundred Twenty Thousand Dollars (\$120,000.00) for operational expenses and professional services, all in accordance with the Statement Of Work (Exhibit "A"), Detailed Budget (Exhibit "B") and in keeping with the record of expenditures. All necessary documentation such as canceled checks, paid bills and time and attendance records should be submitted with any request for payment. Corporation may request additional documentation of expenditures from Contractor, as deemed necessary.

SECTION VIII AUDIT

Contractor agrees to furnish Corporation, upon request, with audits as applicable, certified by a certified public accountant covering the Agreement year or any lesser requested period, with detailed receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with Corporation or its agents or representatives, relating to any inquiries by Corporation as to the provisions of any such audit. Corporation may conduct service and/or expenditure audits during the term and for one year after the expiration date hereof. Contractor agrees to furnish any records requested by or for Corporation and to otherwise cooperate with Corporation or its agents or representatives in relation to any inquiries made pursuant to this section.

SECTION IX DEFAULT

A signatory party to this Agreement, because of the other party's breach hereof, may be required to institute legal proceedings against the breaching party. Whichever party shall prevail in any such legal proceedings shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives, in substantial form or amount, the relief sought by such party as set out in the final petition before the court; and, as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County, Texas. This Agreement shall be governed, interpreted, and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Agreement by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES**

Reports and Notices shall be made by Contractor to City's representative:

CITY OF McALLEN

Name: Attn: Mike R. Perez
Title: Office of the City Manager
Address: P.O. Box 220
City, State, Zip: McAllen, TX 78505-0220
Phone: (956) 681-1001
Fax: (956) 681-1010

CONTRACTOR

Name: Hari Namboodiri
Title: Chairman, Board of Directors
Address: 901 E. Vermont
City, State, Zip: McAllen, TX 78503
Phone: (956) 664-9416
Fax: (956) 661-0367

**SECTION XII
ENUMERATION OF CONTRACT DOCUMENTS**

This Agreement shall be performed in accordance with, and subject to, the provisions of all documents enumerated herein or which may be attached hereto by written mutual consent of the contracting parties at any future date, and are hereby made a part of this Agreement unless otherwise provided for. This Agreement contains the entire agreement of the parties and cannot be changed except by express written

agreement. The Agreement documents so enumerated is:

- (1) Statement of Work (Exhibit "A")
- (2) Detailed Budget (Exhibit "B")

IN WITNESS THEREOF, Corporation and Contractor have executed two (2) conformed copies of this Contract as of the date first above written.

DEVELOPMENT CORPORATION
OF McALLEN, INC.

By: _____
Veronica V. Whitacre
President

COMMUNITY HEALTH
MANAGEMENT CORPORATION, INC.

By: _____
Hari Namboodiri
Chairman, Board of Directors

Approved as to form:

Isaac Tawil, Assistant City Attorney
Development Corporation of McAllen, Inc.

Project approved by City Commission minute order of October 14, 2013.

City of McAllen

By: _____
James E. Darling, Mayor

STATEMENT OF WORK

EXHIBIT A

Services

Development Corporation of McAllen, Inc. will provide funding to the clinic for professional services and operational expenses incurred as a result of providing primary medical care services.

Beneficiaries

The project will serve approximately 1,200 McAllen residents.

Location

This project will be coordinated through the Community Health Management Corporation, Inc. - El Milagro Clinic office located at 901 E. Vermont, McAllen, TX 78503.

**GRANT BUDGET
EXHIBIT B**

Type of Expenditures	Amount
Operational Expenditures & Professional Services	\$120,000
TOTAL	\$120,000

STANDARDIZED RECOMMENDATION FORM

30 (5)

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

10-07-13
10-14-13

1 Agenda Item: BIDS & CONTRACTS - Consider Agreement between the Development Corporation of McAllen, Inc. and Affordable Homes of South Texas, Inc.

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
Affordable Homes of South Texas, Inc. through the Development Corporation of McAllen, Inc. will be funded \$100,000 for the "Program Imagine Tomorrow" program.

4 Policy Implication: _____

5 Budgeted: X Yes No N/A

Bid Amount: _____ Budgeted Amount: \$100,000
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:
NAME/TITLE

INITIALS

DATE

CONCURRENCE
YES/NO

a) _____

b) _____

8 Staff Recommendation: Approve contract

9 Advisory Board: Approved Disapproved None

10 City Attorney: KDP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None



City of McAllen

Environmental & Health Code Compliance
Memorandum

TO: Mayor Jim Darling & City Commission

THROUGH: Wendy Smith, Assistant City Manager
Josh Ramirez, Director of Environmental & Health Code Compliance

FROM: Cesar N. Rodriguez, Code Enforcement Analyst

SUBJECT: Approval of Affordable Homes of South Texas, Inc., Agency Contract

DATE: October 7, 2013

On September 9, 2013, during a City Commission Workshop, the City Commission approved the concept for Project Imagine Tomorrow. Project Imagine Tomorrow aims to rehabilitate houses in the City of McAllen with the intended goal of encouraging homeowners to repair their houses found in various stages of dilapidation. One of the aspects of Project Imagine Tomorrow includes the contracting of Affordable Homes of South Texas Inc., (AHSTI) for the purposes of providing a counselor that would help property owners in obtaining grants, loans, or even non-profit assistance in the rehabilitation of their houses. This counselor will create a matrix of the resources available to the homeowner. The homeowner will be advised as to what resources are appropriate given their particular set of circumstances.

On September 16, 2013, the Development Corporation of McAllen approved the funding of the administrative costs associated with the hiring of a counselor, hiring a supporting clerical assistant, buying supplies, and housing this staff with a budget of no more than \$100,000.00. Note that AHSTI has agreed to cover the administrative costs associated with this new role exceeding the budget of \$100,000.00.

The contract between the AHSTI and the Development Corporation of McAllen is attached for the review and approval of the City Commission.

attachments

PART 1 – BASIC AGREEMENT

THIS AGREEMENT, entered into on this 14th day of October, 2013, by and between the DEVELOPMENT CORPORATION OF MCALLEN, a Article 5190.6 V.T.C.S. Section 4(b), Corporation of Hidalgo County, Texas (hereinafter called “Corporation”) and AFFORDABLE HOMES OF SOUTH TEXAS, INC., of Hidalgo County, Texas (hereinafter called “Contractor”).

WITNESSETH THAT:

WHEREAS, Corporation is interested in assisting Contractor in providing the community of McAllen with such services as desirable by Corporation all as such services are defined and incorporated herein for all purposes; and

WHEREAS, Corporation has available certain funds which may be spent by Corporation for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, Corporation desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, Corporation and Contractor by this Agreement, are providing for the contributions by Corporation to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Agreement.

Now therefore, the parties hereto agree as follows:

**SECTION I.
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide Services (See Exhibit "A") for the duration of the term hereof and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Agreement subject to the specific terms of this Agreement. In consideration of the continued provision of such Services in the quantity as represented by Contractor to Corporation, Corporation shall make payments to Contractor as provided in Section VII.

**SECTION II.
RECORDS AND REPORTS**

Contractor agrees to furnish Corporation, for Corporation approval, a detailed budget of all expenditures for the duration hereof. Contractor will maintain all records of operations for the period of this Contract that establishes that the funds furnished by Corporation used exclusively for the purpose as detailed herein. A report of expenditures will be submitted on a quarterly basis to Corporation. Contractor acknowledges and agrees that records (as that term is defined under the Texas Open Records Act) generated by the expenditures of funds received from the Corporation hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by Corporation creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

**SECTION III.
OTHER PROGRAM REQUIREMENTS**

Contractor will not exclude any person from participation in, be denied the benefits of, or be subjected to discrimination under any of the program's activities

receiving Corporation financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from Corporation to cure or correct such defect or failure unless Corporation requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The Corporation may terminate this contract and seek reimbursement of all funds from the Corporation to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the Corporation for damages sustained by the Corporation by virtue of any breach of this contract by Contractor and the Corporation may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the Corporation from Contractor is determined. The failure of the Corporation to exercise any right shall in no way constitute a waiver by the corporation or City of McAllen to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds for the Corporation upon receipt after the discontinuance of such program. Upon such event, the Corporation is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds

still remaining will be appropriated to eligible Corporation activities in keeping with the Corporation's budgetary process.

**SECTION VI.
TIME OF PERFORMANCE**

Time of performance for this Agreement shall be for a period ending September 30, 2014.

**SECTION VII.
PAYMENTS TO CONTRACTOR**

Corporation hereby agrees to pay Contractor an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND 00/100THS (\$100,000.00) payable according to the Budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures.

**SECTION VIII.
AUDIT**

Contractor agrees upon request to furnish Corporation with an audit covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with Corporation relating to any inquiries by Corporation as to provisions of such audit. Corporation may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by Corporation and to otherwise cooperate with Corporation in relation to any inquiries made by Corporation in the Corporation audit hereunder.

**SECTION IX.
DEFAULT**

Any signatory party to this Agreement, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this

Agreement, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X. VENUE AND REMEDIES

Venue in any suits, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County, Texas. This Agreement shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Agreement by specific performance in a court of competent jurisdiction.

SECTION XI. ATTACHED CONTRACT DOCUMENTS

This Agreement shall be in accordance with and subject to the provisions of all documents attached hereto by mutual consent of the contracting parties, and are hereby made a part of this Agreement unless otherwise provided for. This Agreement contains the entire agreement of the parties and cannot be changed except by express written agreement. The Agreement document are:

- (1) Statement of Work (Exhibit "A")
- (2) Budget Breakdown (Exhibit "B")

IN WITNESS THEREOF, Corporation and Contractor have executed two (2) conformed copies of Contract as of the date first above written.

Development Corporation of McAllen

By _____
Veronica Whitacre, President

ATTEST:

Annette Villarreal, City Secretary

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

By: _____
Printed Name: Robert A. Calvillo
Title: Executive Director

Approved as to form:

Kevin D. Pagan, City Attorney

EXHIBIT "A"

STATEMENT OF WORK

Development Corporation of McAllen and Affordable Homes of South Texas, Inc. ("project sponsor") herein define this Affordable Housing Program Statement of Work that sets forth the respective duties and obligations with regard to the Imagine Tomorrow Program ("ITP").

(1) The project sponsor shall be bound by the terms and conditions herein, including features as follows:

Project Sponsor:	Affordable Homes of South Texas, Inc.
Amount of ITP Grant:	\$100,000
Targeting:	Revitalization of vacant, substandard and deteriorating housing and properties located in McAllen.

(2) **Project sponsor agrees that no modifications will be made to the project's specifications, as set forth herein, without the prior written approval of the Corporation.**

(3) The purpose of the grant is to provide: a clearing house and improvement coordination for low income homeowners or residents looking for assistance in rehabilitation, refinancing or cleaning up their homes in conjunction with the City of McAllen project targeting housing revitalization.

(4) The project sponsor agrees to use the grant to provide manpower, clerical support, equipment and office space, to create a point of contact for persons seeking to revitalize targeted housing in McAllen. The project sponsor will see that families are interviewed, information gathered, and needs are determined. The project sponsor will

assist in connecting interested persons with loans and grants by private, public, non-profit, and for profit entities, with the goal to rehabilitate, remodel, renovate, clean up, refinance and improve targeted residential locations in McAllen. Unused grant funds if any may be used by the project sponsor in its ongoing Neighborhood Revitalization Program previously funded by the corporation.

(5) During the period of the Imagine Tomorrow Program, the project sponsor must report periodically on activities and results of the clearing house operation. Within one year of the disbursement of the grant, the project sponsor must review the project and certify to the Corporation that (i) the grant has been used according to the commitments made in the contract between project sponsor and Corporation.

(6) **The project sponsor agrees to promptly report to the Corporation any material changes in the financial structure of the project, including but not limited to, any new sources of funds, failure to receive other project-related funds and compensated tax credit utilization or any other material changes in the project's scope and terms. The Corporation retains the right to reevaluate the need for the grant in light of any such material changes and may make such modifications thereto, including the amount of the grant, as it deems appropriate in its sole discretion.**

Project Sponsor

Affordable Homes of South Texas, Inc.

Dated:

By: _____

Name: Robert A. Calvillo

Title: Executive Director

Development Corporation of McAllen

Dated:

By: _____

Name: Veronica Whitacre

Title: President

EXHIBIT "B"

Project Imagine Tomorrow AHSTI anticipated administrative costs

salaries and benefits @ 15%

Counselor	\$ 44,000.00	\$ 6,600.00	\$ 50,600.00
Clerical	\$ 20,800.00	\$ 3,120.00	\$ 23,920.00
sub-total			\$ 74,520.00

other expenses

monthly rental	\$ 850.00		\$ 10,200.00
utilities and OH	\$ 600.00		\$ 7,200.00
equipment (copier, computer, phones...)			\$ 7,500.00
TOTAL			\$ 99,420.00

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
 UTILITY BOARD _____
 PLANNING & ZONING BOARD _____

AGENDA ITEM 30-1-15
 DATE SUBMITTED 10-08-13
 MEETING DATE 10-14-13

1. Agenda Item: Bids & Contracts – Consider approval of FY 2013-2014 Outside Agency Contracts and Awards.
2. Party Making Request: Carla M. Rodriguez, Grant Administration Director *CMR*
3. Nature of Request: (Brief Overview) Attachments: X Yes No

The City of McAllen financially supports various agencies providing programs and services to the citizens of McAllen; services include transportation and meals to Senior citizens; programs that serve youth development needs; and other services that enhance the City's cultural, recreational, and economic development initiatives.

Fiscal Year 2013-2014 Outside Agency	Contract Amount
Amigos Del Valle	\$52,059
Border Trade Alliance	\$15,000
Boys & Girls Club of McAllen	\$750,000
International Museum of Art & Science	\$751,000
Keep McAllen Beautiful	\$24,000
McAllen Chamber of Commerce	\$644,200
McAllen Economic Development Corporation	\$1,383,195
McAllen Heritage Center, Inc.	\$45,000
McAllen Town Band	\$14,400
Museum of South Texas History	\$41,400
South Texas Symphony Association	\$101,800
Valley Proud Environmental Council	\$5,000
Centro Cultural	\$12,000
Pharr Literacy Center	\$20,000
Women Together Foundation Inc.	\$25,000
Total	\$3,884,054

4. Policy Implication: None
5. Budgeted: X Yes No N/A
6. Alternate Option/Costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) Brent Branham, Deputy CM	<u> BB </u>	<u> 10/08/13 </u>	<u> YES </u>

8. Staff Recommendation: Approve FY 2013-2014 Outside Agency Contracts and Awards.
9. Advisory Board: *MB* Approved Disapproved None
10. City Attorney: *MB* Approved Disapproved None
11. City Manager's Recommendation: *MP* Approved Disapproved None



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Grant Administration Director *CMR*
Date: October 8, 2013
Subject: FY 2013-2014 Outside Agency Contracts and Awards

GOAL: Consider approval of FY 2013-2014 Outside Agency Contracts and Awards.

BRIEF EXPLANATION OF THE ITEM: The City of McAllen financially supports various agencies providing programs and services to the citizens of McAllen; services include transportation and meals to Senior citizens; programs that serve youth development needs; and other services that enhance the City's cultural, recreational, and economic development initiatives.

Fiscal Year 2013-2014 Outside Agency	Contract Amount
Amigos Del Valle	\$52,059
Border Trade Alliance	\$15,000
Boys & Girls Club of McAllen	\$750,000
International Museum of Art & Science	\$751,000
Keep McAllen Beautiful	\$24,000
McAllen Chamber of Commerce	\$644,200
McAllen Economic Development Corporation	\$1,383,195
McAllen Heritage Center, Inc.	\$45,000
McAllen Town Band	\$14,400
Museum of South Texas History	\$41,400
South Texas Symphony Association	\$101,800
Valley Proud Environmental Council	\$5,000
Centro Cultural	\$12,000
Pharr Literacy Center	\$20,000
Women Together Foundation Inc.	\$25,000
Total	\$3,884,054

OPTIONS:

Option 1 – Approve FY 2013-2014 Outside Agency Contracts and Awards to support partners in sustaining programs and services benefiting citizens in McAllen and surrounding communities.

Option 2 – Do not approve FY 2013-2014 Outside Agency Contracts and Awards which may reduce programs and services to citizens of McAllen and surrounding communities.

RECOMMENDATION: Staff recommends approval of FY 2013-2014 Outside Agency Contracts and Awards.

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Amigos del Valle**, (hereinafter called "Contractor").

W I T N E S S E I H T H A I :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

**SECTION V
REVERSION OF ASSETS**

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

**SECTION VI
TIME OF PERFORMANCE**

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

**SECTION VII
PAYMENTS TO CONTRACTOR**

City hereby agrees to pay Contractor an amount not to exceed **\$52,059** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Amigos del Valle 1116 N. Conway Mission, Texas 78572 Jose E. Garza

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Amigos del Valle

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Border Trade Alliance**, (hereinafter called "Contractor").

W I T N E S S E T H I H A T:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

**SECTION II
RECORDS AND REPORTS**

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

**SECTION III
OTHER PROGRAM REQUIREMENTS**

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

**SECTION IV
SUSPENSION AND TERMINATION**

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

**SECTION V
REVERSION OF ASSETS**

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

**SECTION VI
TIME OF PERFORMANCE**

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

**SECTION VII
PAYMENTS TO CONTRACTOR**

City hereby agrees to pay Contractor an amount not to exceed **\$15,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Border Trade Alliance 6363 De Zavala Rd. Ste 103 San Antonio, Texas 78249 Garrick Taylor

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Border Trade Alliance

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF MCALLEN AGENCY CONTRACT

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Boys & Girls Club of McAllen, Inc.**, (hereinafter called "Contractor").

WITNESSETH THAT:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$750,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

SECTION VIII AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Boys & Girls Club of McAllen, Inc. 2620 W. Galveston McAllen, Texas 78501 Daisy Hinojosa

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Boys & Girls Club of McAllen, Inc.

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **International Museum of Art & Science**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$751,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

SECTION VIII AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	International Museum of Art & Science 1900 Nolana Avenue McAllen, Texas 78504 Ito Deutsch

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

International Museum of Art &
Science

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Keep McAllen Beautiful**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

**SECTION V
REVERSION OF ASSETS**

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

**SECTION VI
TIME OF PERFORMANCE**

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

**SECTION VII
PAYMENTS TO CONTRACTOR**

City hereby agrees to pay Contractor an amount not to exceed **\$24,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Keep McAllen Beautiful P.O. Box 220 McAllen, Texas 78505 Scott McKeon

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Keep McAllen Beautiful

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **McAllen Chamber of Commerce**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$644,200** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	McAllen Chamber of Commerce P.O. Box 790 McAllen, Texas 78505 Steve Ahlenius

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

McAllen Chamber of Commerce

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **McAllen Economic Development Corporation**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$1,383,195** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

SECTION VIII AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	McAllen Economic Development Corporation 6401 S. 33rd Street McAllen, Texas 78503 Keith Patridge

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

McAllen Economic Development Corporation

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **McAllen Heritage Center, Inc.**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$45,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

SECTION VIII AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	McAllen Heritage Center, Inc. 301 S. Main McAllen, Texas 78502 Elva Cerda

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

McAllen Heritage Center, Inc.

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **McAllen Town Band**, (hereinafter called "Contractor").

W I T N E S S E T H I H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$14,400** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	McAllen Town Band PO Box 720812 McAllen, Texas 78504 Oscar Medina

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

McAllen Town Band

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS

CITY OF MCALLEN AGENCY CONTRACT

COUNTY OF HIDALGO

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Museum of South Texas History**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek

reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$41,400** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Museum of South Texas History 200 N. Closner Blvd. Edinburg, Texas 78541 Shan Rankin

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Museum of South Texas History

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **South Texas Symphony Association**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$101,800** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

- Valley Symphony Orchestra \$75,000;
- RGV International Music Festival \$10,600;
- South Texas Youth Symphony \$7,200; and
- STSA Chamber \$9,000.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	South Texas Symphony Association P.O. Box 2832 McAllen, Texas 78502 Suzi McDonald

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

South Texas Symphony Association

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Valley Proud Environmental Council**, (hereinafter called "Contractor").

W I T N E S S E T H I H A T:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$5,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Valley Proud Environmental Council 513 East Jackson Street, Suite 304 Harlingen, Texas 78550 Susan Hoehne

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Valley Proud Environmental Council

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF MCALLEN AGENCY CONTRACT

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **El Centro Cultural Mexicano en el Valle de Texas**, (hereinafter called "Contractor").

WITNESSETH THAT:

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

SECTION I
STATEMENT OF WORK

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

**SECTION II
RECORDS AND REPORTS**

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

**SECTION III
OTHER PROGRAM REQUIREMENTS**

Contractor will not exclude any person from participation in, denied the benefits of, or subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

**SECTION IV
SUSPENSION AND TERMINATION**

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulations of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds after such period. Contractor shall not be relieved of the

liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$12,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

**SECTION IX
DEFAULT**

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

**SECTION X
VENUE AND REMEDIES**

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

**SECTION XI
NOTICES AND ADDRESS**

All notices provided to be given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	El Centro Cultural Mexicano en el Valle de Texas P.O. Box 640 McAllen, Texas 78501 Diana Cantu

**SECTION XII
PARTIES BOUND**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

**SECTION XIII
LEGAL CONSTRUCTION**

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

**SECTION XIV
AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

**SECTION XV
WAIVER OF DEFAULT**

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

**SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS**

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by expressed written agreement. The Contract document so enumerated as indicated in FY 2013-2014 Budget Request Application is:

- (1) Statement of Work
- (2) Budget Detail

IN WITNESS THEREOF, City and Contractor have executed one (1) conformed copies of this Contract effective as of the date first above written.

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

El Centro Cultural Mexicano en el
Valle de Texas

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

THE STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF MCALLEN AGENCY CONTRACT

BASIC CONTRACT

THIS CONTRACT, entered into on this 1st day of October 2013, by and between the **CITY OF McALLEN**, a Municipal Corporation of Hidalgo County, Texas, (hereinafter called "City") and **Pharr Literacy Project and Cultural Arts Center**, (hereinafter called "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, City is interested in assisting Contractor in providing the community of McAllen with such services as desirable by City all as such services are defined and incorporated herein for all purposes; and

WHEREAS, City has available funds which may be spent by City for the provision of services and which services are provided by Contractor as part of its non-profit corporation purposes; and

WHEREAS, City desires to provide a contribution to Contractor to render such services in the City of McAllen, Texas; and

WHEREAS, City and Contractor by this Contract, are providing for the contributions by City to Contractor for such services with the obligation and commitment by Contractor to provide the Services for the duration of this Contract.

Now therefore, the parties hereto agree as follows:

**SECTION I
STATEMENT OF WORK**

Contractor agrees to utilize the contribution of funds to provide the Services, as specified in proposal, for the duration of the term and under the conditions hereof. Contractor, in providing the Services hereunder, shall be acting as an independent contractor in carrying out this Contract subject to the specific terms of this Contract. In consideration of the continued provision of such Services in the quantity and quality as represented by Contractor to City, City shall make payments to Contractor as provided in Section VII.

SECTION II RECORDS AND REPORTS

Contractor agrees to furnish City a semi-annual and annual report to include a detailed description of all activities and expenditures for the duration of the periods October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014. Reports will be delivered to the City of McAllen, Grant Administration Office, no later than the tenth (10th) business day following the end of the reporting period. The Contractor will be responsible for submitting the report via U.S. mail, facsimile, electronic mail or hand delivery. The Contractor shall maintain all records of operations for the period of this Contract that establishes the funds furnished by City are used exclusively for their intended purpose as stated in the budget request. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) generated by the expenditure of funds received from the City hereunder are subject to public disclosure in accordance with procedures to be developed by Contractor. The approval of the budget by City creates a fiduciary duty in Contractor with respect to all funds provided by City hereunder.

SECTION III OTHER PROGRAM REQUIREMENTS

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SECTION IV SUSPENSION AND TERMINATION

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liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION V REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

SECTION VI TIME OF PERFORMANCE

Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$20,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

**SECTION VIII
AUDIT**

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service, programmatic and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

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**SECTION X
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CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Pharr Literacy Project and Cultural Arts Center 203 W. Newcombe Ave. Pharr, Texas 78577 Rocio Mata

**SECTION XII
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This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

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James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Pharr Literacy Project and Cultural Arts Center

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

BASIC CONTRACT

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reimbursement of all funds after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriate to eligible City activities in keeping with the City's budgetary process.

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Time of performance for this Contract shall be for a period of twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

SECTION VII PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor an amount not to exceed **\$25,000** payable according to the budget for services in accordance with STATEMENT OF WORK and in keeping with the record of expenditures. Contractor agrees to submit all invoices to the City of McAllen, Grant Administration Office, for processing.

SECTION VIII AUDIT

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CITY	CONTRACTOR
City of McAllen 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78501 Attn: Grant Administration	Women Together Foundation, Inc. 511 N. Cynthia McAllen, Texas 78501 Estella De Anda

**SECTION XII
PARTIES BOUND**

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**SECTION XIII
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- (2) Budget Detail

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CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Women Together Foundation, Inc.

By: _____
Authorized Official

Approved as to form:

Kevin D. Pagan, City Attorney

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

3E

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM
DATE SUBMITTED 10-03-2013
MEETING DATE 10-14-2013

1. Agenda Item: Award of Contract-Refurbish One (1) 1992 Oshkosh TA-1500 ARFF Vehicle (Aircraft Rescue Fire Fighting) Project # 05-13-P36-12
2. Parties Making Requests: Fire Department
3. Nature of Request: (Brief Overview) Attachments: X Yes No

Staff requests authorization to award a purchase contract to the low bidder FireTrucks Unlimited, LLC, from Henderson, Nevada, in the amount of \$185,980. (Bid tabulation is attached). (This 21 year old unit shall be refurbished through an Airport Improvement Project (AIP) Grant funding \$100,000 and a Budget Amendment in the amount of \$85,980, of which \$50,000 is being rolled over from last year. There are no plans to purchase a new unit for at least another five (5) years.

4. Policy Implication:

5. Budgeted: Yes X No N/A

	Estimate	\$185,980
554-8708-446-6614-CA4401	Airport Improvement Project 44	\$100,000
	Budget Amendment	\$ 85,980

** \$50,000 rolled over from last year's budget 678-6382-426-66-14-EC1311

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u> <u>YES/NO</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	Phil Brown Aviation Director	<i>[Signature]</i>	10.7.13	Yes
b)	Jerry W. Dale Finance Director	<i>[Signature]</i>	_____	_____
c)	Rafael Balderas Fire Chief	<i>[Signature]</i>	10/7/13	yes
d)	Sandra Zamora, CPM Purchasing Director	<i>[Signature]</i>	10-7-13	yes

8. Staff Recommendation: Staff recommends awarding the bid to the low bidder FireTrucks Unlimited, LLC.

9. Advisory Board: Approved Disapproved None

10. City Attorney: H Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None

12. PUB's Recommendation: MN Approved Disapproved None

13. Action Taken: _____



MEMORANDUM

TO: Mike Perez, City Manager

FROM: Rafael Balderas, Fire Chief *RB*

DATE: September 12, 2013

RE: Project No. 05-13-P36-12 Refurbish 1992 OSHKOSH

GOAL:

Staff requests authorization to award a purchase contract to the low bidder FireTrucks Unlimited, LLC, from Henderson, Nevada, in the amount of \$185,980. (Bid tabulation attached)

BRIEF EXPLANATION:

This unit is a 1992 Oshkosh ARFF unit and is one of three units utilized in order to continuously meet FAA Airport Index "C." Wear and tear of this (21) year old unit has made it necessary to refurbish it through an Airport Improvement Project (AIP) grant in the amount of \$100,000, a budgeted amount of \$50,000, and a budget amendment of \$35,980. There are no plans to purchase a new unit \$750,000 for at least another five (5) years.

OPTIONS:

- 1) The City Commission may choose to award the bid as recommended in GOAL area.
- 2) The City Commission may choose not award the bid and direct staff as to course of action to follow.

RECOMMENDATION:

Staff recommends award as depicted in GOAL area.

BID OPENING: May 21, 2013 at 4:00 P.M.
LOCATION: Conference Room (2nd floor) McAllen City Hall
PROJECT NO.: 05-13-P36-12 Refurbish of One (1) 1992 Oshkosh TA 1500 ARFF (Airport Rescue Fire Truck) Vehicle

ITEM NO.	INTERNAL REF. NO.	TYPE	DESCRIPTION	UOM	QTY	FIRETRUCKS UNLIMITED LLC, ★ HENDERSON, NV	CIDENS MARTIN REDOAK, TX	CRASH RESCUE DALLAS, TX
1	072-30	BASE	REFURBISHMENT OF ONE (1) 1992 OSHKOSH TA 1500 ARFF VEHICLE. COST TO INCLUDE TRANSPORTATION FROM CITY OF MCALLEN TO REMANUFACTURERS FACILITY. AMOUNT BID TO INCLUDE INSURANCE COSTS AS APPLICABLE. AMOUNT BID TO INCLUDE COST FOR TRAINING OF FIRE DEPARTMENT PERSONNEL, TRAINING TO BE CONDUCTED AFTER FINAL INSPECTION AT VENDOR'S FACILITY. AMOUNT BID TO INCLUDE VENDOR PROVIDING A LOANER COMPARABLE TO AN OSHKOSH T-1500 TO BE AT CUSTOMER'S SITE DURING REFURBISHMENT OF CITY OF MCALLEN UNIT.	LS	1	\$167,980.00	\$219,650.01	\$265,000.00
1	072-30	ADD	IF THERE IS A COST ASSOCIATED WITH PROVIDING THE CITY OF MCALLEN WITH A LOANER UNIT, INDICATE MONTHLY COST THE CITY WILL BE RESPONSIBLE FOR	MOS	3	\$18,000.00	\$0.00	\$0.00
TOTAL BASE BID (INCLUDING COST of LOANER)						★ \$185,980.00	\$219,650.01	\$265,000.00
ADDENDUMS						# 1, # 2	# 1, # 2	# 1, # 2
BID BOND (5%)						BID BOND	CASHIERS CHECK	CASHIERS CHECK
DELIVERY						145 DAYS	150 DAYS	90 DAYS
VERIFIED FOR DEBARMENT (SAMS-SYSTEM FOR AWARD MANAGEMENT)						VERIFIED	VERIFIED	VERIFIED
HARDCOPY SUBMITTAL						SUBMITTED	SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTAL						SUBMITTED	SUBMITTED	SUBMITTED

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3F
DATE SUBMITTED 10/08/13
MEETING DATE 10/14/13

1. Agenda Item: Award of Supply Contract for the Purchase & Pick-Up of Type "D" Hot Mix
Project No. 09-13-SP36-22

2. Party Making Request: Public Works Department

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

The Public Works Department requests authorization to award two Supply Contracts for the purchase and pick-up of Type "D" Hot Mix for the Street Maintenance Department as depicted below.

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

5. Budgeted: X Yes No N/A

Streets Maintenance 011-3022-435.65-14

6. Alternate Option/Costs N/A

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a.) C. Sanchez, PE, PW Director CAS 10/08/13 YES

b.) W. Smith, Asst City Manager WS 10/08/13 YES

c.) Sandra Zamora, CPM, Dir. Purchasing SZ 10/08/13 YES

d.) JW Dale, CPA, Finance Director _____ _____ _____

8. Staff Recommendation: Staff recommends award of multiple supply contracts for the purchase and pick-up of Type "D" Hot Mix Asphalt Concrete. Initial contract term shall be for one (1) year. Primary Contractor: Upper Valley Materials; Secondary Contractor: Frontera Materials. (Unit prices are depicted on the attached Bid Tabulation) If awarded, both contractors shall have the option to extend their contracts for a period of one (1) year, with City Manager approval, if the vendors' performance is satisfactory and the unit prices remain firm (as per 4th term pricing).

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: KP Approved _____ Disapproved _____ None

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

To: Mike R. Perez, City Manager

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

Date: October 8, 2013

Subject: Award of Contract – Award of Supply Contract for the Purchase & Pick-Up of Type “D” Hot Mix Asphalt Concrete (HMAC) for the Street Maintenance Department of Public Works. (Project No. 09-13-SP36-22)

GOAL:

To authorize staff to award multiple Supply Contracts for the Purchase and Pick-up of Type “D” Hot Mix Asphalt Concrete for an initial contract period of one (1) year, material is to be used by the Street Maintenance Department. Primary Contractor: Upper Valley Materials; Secondary Contractor: Frontera Materials. If awarded, both contracts shall have the option to extend for a period of one (1) year, with City Manager approval, if the vendors’ performance is satisfactory and the unit prices remain firm (as per 4th term pricing).

BRIEF EXPLANATION:

Public Works is requesting authorization to award Supply Contracts for Items 1 through 4 Type “D” HMAC and Items 5 through 8 Type “D” Hot Mix w/Crushed Limestone Aggregate, to Upper Valley Materials (Low Bidder) as our Primary Contract (unit prices depicted on bid tabulation). Additionally, staff is requesting authorization to award a Secondary Contract to Frontera Materials for Items 1 through 4 Type “D” HMAC and Items 5 through 8 Type “D” Hot Mix w/Crushed Limestone Aggregate (unit prices depicted on bid tabulation).

Street Maintenance Department requires the availability of HMAC on a daily basis in various quantities to sustain various paving functions it performs throughout the year. The department is responsible for street and alley repairs, pothole patching maintenance, and alley paving as part of the Alley Rehabilitation Program. Two supply contracts will insure the availability of material in the event the primary plant is off line and the required material is less than 100 tons.

On September 26, 2013, the Purchasing and Contracting Department solicited and received a total of two (2) formal bid responses from two (2) separate vendors.

HISTORY:

Last 12 Month Period	Projected Expense for FY 13-14
\$251,416	\$200,000

OPTIONS:

1. Award multiple Supply Contracts as depicted above to a “Primary and Secondary” Contractor.
2. Award a Supply Contract to the Low Bidder and revert to Open-Market price solicitation as a Secondary Contractor.
3. The Commission may elect to direct staff to reject all bids received and to re-advertise this project.

RECOMMENDATION: Staff recommends award a Primary and Secondary Supply Contract as depicted in the Goal area.

Solicitation: Project #09-13-SP36-22 Supply Contract for the Purchase & Pick-Up of Type "D" Hot Mix

Bid Opening: September 26, 2013 at 3:00 p.m.

							PRIMARY CONTRACTOR	SECONDARY CONTRACTOR
No.	Commodity No.	Type	Description	UOM	QTY	PREVIOUS PRICING	UPPER VALLEY MATERIALS, LLC MISSION, TX	FRONTERA MATERIALS ELSA, TX
						PRIMARY/SECONDARY VENDOR / VENDOR	Unit Price	Unit Price
1	745-21-01003-8	B	1 ST TERM (MONTHS 1-3) - HOT MIX, TYPE "D", PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$59.00 / \$64.00	\$56.75	24 hrs notification, LaJoya or Progreso Plant \$63.00
2	745-21-01004-6	B	2 ND TERM (MONTHS 4-6) - HOT MIX, TYPE "D", PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$60.00 / \$65.00	\$57.95	24 hrs notification, LaJoya or Progreso LaJoya \$63.00
3	745-21-01005-3	B	3 RD TERM (MONTHS 7-9) - HOT MIX, TYPE "D", PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$61.00 / \$66.00	\$58.50	24 hrs notification, LaJoya or Progreso \$63.00
4	745-21-01006-1	B	4 TH TERM (MONTHS 10-12) - HOT MIX, TYPE "D", PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$62.00 / \$67.00	\$57.95	24 hrs notification, LaJoya or Progreso \$63.00
5	745-21-01007-9	A	SECONDARY PRODUCT: 1 ST TERM (MONTHS 1-3) – HOT MIX TYPE "D" W/CRUSHED LIMESTONE AGGREGATE, PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$61.00 / \$64.00	\$62.00	24 hrs notification, Progreso only \$63.00

Solicitation: Project #09-13-SP36-22 Supply Contract for the Purchase & Pick-Up of Type "D" Hot Mix

Bid Opening: September 26, 2013 at 3:00 p.m.

No.	Commodity No.	Type	Description	UOM	QTY	PREVIOUS PRICING	PRIMARY CONTRACTOR	SECONDARY CONTRACTOR
							UPPER VALLEY MATERIALS, LLC MISSION, TX	FRONTERA MATERIALS ELSA, TX
							Unit Price	Unit Price
6	745-21-01008-7	A	SECONDARY PRODUCT: 2 ND TERM (MONTHS 4-6) – HOT MIX TYPE “D” W/CRUSHED LIMESTONE AGGREGATE, PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$62.00 / \$65.00	\$62.50	24 hrs notification, Progresso only \$63.00
7	745-21-01009-5	A	SECONDARY PRODUCT: 3 RD TERM (MONTHS 7-9) – HOT MIX TYPE “D” W/CRUSHED LIMESTONE AGGREGATE, PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$63.00 / \$66.00	\$63.00	24 hrs notification, Progresso only \$63.00
8	745-21-01010-3	A	SECONDARY PRODUCT: 4 TH TERM (MONTHS 10-12) – HOT MIX TYPE “D” W/CRUSHED LIMESTONE AGGREGATE, PICKED-UP (EST. QTY/TERM: 1,200 TONS) NO. OF MINUTES AND/OR HOURS TO HAVE HOT MIX AVAILABLE FOR PICK-UP MUST BE SPECIFIED IN COMMENTS AREA	TON	1	\$64.00 / \$67.00	\$62.50	24 hrs notification, Progresso only \$63.00
DELIVERY							1 HOUR	24 HOURS
ADDENDUM							YES	YES
HARDCOPY OF BID SUBMITTED							YES	YES
ELECTRONIC BID SUBMITTED							YES	YES

Standardized Recommendation Form

City Commission X
Utility Board _____
Other Board _____

Agenda Item 3G
Date Submitted 10/08/13
Meeting Date 10/14/13

1. Agenda Item: Supply Contract for the Purchase of Automotive/Truck Parts
Project No. 07-13-SP29-125

2. Party Making Request: Public Works

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Request authorization to award multiple Supply Contracts for Automotive/Truck Parts to the lowest responsive responsible bidders meeting the requirements of the specifications as noted on the attached bid tabulation for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for two (2) additional years, in one (1) year increments if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract. Several items are also being recommended for rejection and re-bid as per attached memorandum.

4. Policy Implication: City Commission approval needed.

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

If over budget how will it be paid for: _____

**This is a Supply Contract; items shall be purchased on an "as needed" basis. Same shall be charged out to the individual department's expense accounts via the work-order process through the Fleet Operations department.*

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) C. Sanchez, P.E., PW Director	<u>CAS</u>	<u>10/08/13</u>	<u>YES</u>
b.) S. Zamora, CPM, Dir. of Purchasing	<u>SZ</u>	<u>10/08/13</u>	<u>YES</u>
c.) W. Smith, Asst. City Manager	_____	_____	_____
c.) J.W. Dale, CPA, Finance Director	_____	_____	_____

8. Staff's Recommendation: As per above mentioned information.

Advisory Board: _____ Approved _____ Disapproved _____ None

City Attorney: _____ Approved _____ Disapproved IP None

Manager's Recommendation: _____ Approved _____ Disapproved MRP None

TO: Mike R. Perez, City Manager

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

DATE: October 8, 2013

SUBJECT: Award of Contract – Supply Contract for the Purchase of Automotive/Truck Parts
Project No. 07-13-SP29-125

GOAL: Request authorization to award multiple Supply Contracts for Automotive/Truck Parts to the lowest responsive responsible bidders meeting the requirements of the specifications as noted on the attached bid tabulation for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for two (2) additional years, in one (1) year increments if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract. Several items are also being recommended for rejection and re-bid as explained below.

BRIEF EXPLANATION OF THE ITEM(S): On June 21, 2013 the Purchasing & Contracting solicited sealed bids for the purchase of four hundred twenty-seven (427) automotive/truck parts that are currently being stocked in the Materials Management Division. This project was advertised in our local newspaper, as well as, the City's bidding portal (E-Bid) sending out a total of one hundred twenty-five (125) electronic bid invitations. A total of twelve (12) companies responded to our solicitation as depicted on the attached bid tabulation. Six (6) companies were declared "non-responsive" for failing to comply with the bid submittal requirements.

HISTORY:

LAST 12-MONTH PERIOD	PROJECTED EXPENSE FOR NEXT 12-MONTH PERIOD
\$273,408.00	\$300,000.00

RECOMMENDATION: To award multiple supply contracts as depicted below:

COMPANY NAME	RECOMMENDED ITEM NUMBERS
Laredo Wholesale Auto Distribution of Laredo, TX	30, 37, 43, 47, 49, 77, 85, 103, 109, 111, 113, 134, 149-150, 152, 157-167, 170, 177, 182-183, 193-194, 196, 201, 206, 210, 212-213, 218, 223, 232-236, 240, 244, 299-300, 309, 314-315, 319, 341, 348, 350, 352, 359, 361, 367, 377-378, 390, 399, 406-407, 409, 411, 415, 425
Vehicle Maintenance Program Inc. of Boca Raton, FL	33-35, 40-41, 44-46, 48, 52, 55, 57-58, 60, 62-64, 67-69, 72-73, 75, 78-84, 86, 89, 91, 95-96, 99-101, 104, 107-108, 110, 112, 114, 116, 119, 122-127, 129-133, 141-142, 145, 155, 184-185, 187, 195, 202, 211, 214-217, 228-230, 237-239, 295, 304-306, 316-317, 324-328, 335-336, 353-355, 360, 370-372, 410, 412, 417-418
O'Reilly Auto Parts, of Springfield, MO.	22-23, 50-51, 53-54, 56, 76, 128, 136, 146-147, 153-154, 156, 174, 178, 188-192, 203, 205, 226, 279-280, 313, 323, 344, 362, 379-381, 391-395, 400, 408, 413, 422-423
Full Service Auto Parts of San Antonio, TX	1-6, 93-94, 117-118, 135, 137-140, 148, 168-169, 171-173, 175, 179-181, 186, 197, 204, 209, 221-222, 224, 227, 231, 241-243, 296-297, 330, 414, 419
Heil of Texas of San Antonio, TX	7-10, 12-21, 24-29, 31-32, 36, 42, 61, 65-66, 74, 87-88, 200, 219-220, 245-253, 264-266, 268-278, 283-293, 307, 320-322, 345, 386, 404-405, 427
Holt Cat of Edinburg, TX	38-39, 90, 105-106, 115, 144, 151, 334, 387-388, 396-398

The following items are not being recommended for award because either no bids were received or the bids submitted are priced at a significant increase: 11, 50-51, 53-54, 59, 70-71, 92, 97-98, 102, 120-121, 143, 176, 198-199, 207-208, 225, 254-263, 267, 281-282, 294, 298, 301-303, 308, 310-312, 329, 331-333, 337-340, 342-343, 346-347, 349, 351, 356, 357, 358, 363-366, 368-369, 373-376, 382-384, 385, 389, 401-403, 416, 420-421, 424, 426. Staff recommends these bid items be rejected and rebid together with items receiving no bids.



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)

m.

BIDDERS:		O'REILLY AUTO PARTS DBA HI/LO			FULL SERVICE AUTO PARTS			HEIL OF TEXAS			HOLT CAT TRUCK CENTER			LAREDO WHOLESALE			VEHICLE MAINTENANCE PROGRAM							
		SPRINGFIELD, MO			SAN ANTONIO, TX			SAN ANTONIO, TX			EDINBURG, TX			LAREDO, TX			BOCA RATON, FL							
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment			
1	AP#10	CLAMP, #10 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.25	-16%	50	\$0.49	\$24.50	A - Master - M	\$0.21	\$10.50	HC10 PRONTO A	No Bid	No Bid	No Bid	\$1.08	\$54.00	B / PDC	\$0.23	\$11.50	A/AMGAUGE	No Bid	No Bid	No Bid
2	AP#16	CLAMP, #16 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.29	-28%	40	\$0.49	\$19.60	A - Master - M	\$0.21	\$8.40	HC16 PRONTO A	No Bid	No Bid	No Bid	\$1.26	\$50.40	B / PDC	\$0.23	\$9.20	A/AMGAUGE	No Bid	No Bid	No Bid
3	AP#20	CLAMP, #20 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.28	-25%	40	\$0.49	\$19.60	A - Master - M	\$0.21	\$8.40	HC20 PRONTO A	No Bid	No Bid	No Bid	\$1.26	\$50.40	B / PDC	\$0.23	\$9.20	A/AMGAUGE	No Bid	No Bid	No Bid
4	AP#24	CLAMP, #24 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.29	-28%	40	\$0.59	\$23.60	A - Master - M	\$0.21	\$8.40	HC24 PRONTO A	No Bid	No Bid	No Bid	\$1.30	\$52.00	B / PDC	\$0.23	\$9.20	A/AMGAUGE	No Bid	No Bid	No Bid
5	AP#28	CLAMP, #28 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.72	-71%	40	\$0.59	\$23.60	A - Master - M	\$0.21	\$8.40	HC28 PRONTO A	No Bid	No Bid	No Bid	\$1.41	\$56.40	B / PDC	\$0.23	\$9.20	A/AMGAUGE	No Bid	No Bid	No Bid
6	AP#6203	CLAMP, HOSE, ADJUSTABLE 1/4-3/8 (IDEA)	EA	\$ 0.31	-48%	30	\$0.49	\$14.70	A - Master - M	\$0.16	\$4.80	MC4 PRONTO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.20	\$6.00	A/AMGAUGE	No Bid	No Bid	No Bid
7	AP001-6169-014	EYEBOLTS, FEMALE THREAD, SQUARE-EN	EA	\$ 102.11	71%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$174.50	\$1,047.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
8	AP001-6406	CYLINDER, PACKER, FOR 2005 HEIL 001-64	EA	\$ 803.73	15%	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$927.00	\$7,416.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
9	AP001-6416	CYLINDER, GRIP CIRCUIT FOR 2003 VOLVO	EA	\$ 298.84	118%	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$650.00	\$5,200.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	AP003-4432	BEARING, 2, (MTM) .PLEASE ENTER BRAN	EA	\$ 40.15	0%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$40.15	\$963.60	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	AP0043449	GASKET, FRONT / REAR HUB; 2006 BLUEB	EA	\$ 1.00		20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	AP005-4130	LINK, SINGLE HEIL 005-4130 (WESTERN R	EA	\$ 90.00	13%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$101.50	\$609.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13	AP005-4131	LINK, DOUBLE-BOTTOM HEIL 005-4131 (W	EA	\$ 42.00	99%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$83.50	\$501.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
14	AP005-4132	LINK, DOUBLE-TOP HEIL 005-4132 (WEST	EA	\$ 62.00	89%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$117.00	\$702.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
15	AP006-3251	BLOCK, JOURNAL FOR 2003 VOLVO, HEIL,	EA	\$ 290.00	0%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$290.50	\$1,743.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
16	AP015-2928	SPACER, 3WF015-2928, (MTM) .PLEASE E	EA	\$ 3.90	-17%	70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.25	\$227.50	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
17	AP018-0804	SPRING, EXTENSION (MTM, W.R.R.E.) .PLE	EA	\$ 9.50	0%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$9.50	\$228.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
18	AP031-1880-002	SOLENOID, ASSEMBLY (HEIL) # 31-6073-1	EA	\$ 145.00	40%	10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$203.39	\$2,033.90	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
19	AP031-5772	ACTUATOR, AIR ACTUATOR (MACK TRUCK	EA	\$ 160.75	0%	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$160.75	\$1,286.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
20	AP031-5984-12	VALVE, AIR HEIL 5WF10505 (WESTERN RE	EA	\$ 56.61	5%	20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$59.50	\$1,190.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
21	AP031-6375-004	COIL, SOLENOID (MACK TRUCK - HEIL BO	EA	\$ 56.25	206%	10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$172.00	\$1,720.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
22	AP03621	MARKING PAINT, KRYLON QUIK-MARK SO	EA	\$ 3.54	41%	400	\$4.99	\$1,996.00	A - Krylon - M	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
23	AP03900	MARKING PAINT, KRYLON QUIK-MARK SO	EA	\$ 3.00	66%	400	\$4.99	\$1,996.00	A - Krylon - M	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
24	AP048-6231	PINS, FOR 2003 VOLVO(W.R.R.E. (WESTER	EA	\$ 34.25	5%	30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$36.00	\$1,080.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25	AP062-0717	WHEELS, ROLLER (HEIL) 3WF062-717 (W.	EA	\$ 7.80	0%	70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.80	\$546.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
26	AP067-0630	GUAGE, SIGHT HEIL 067-0630 (LDI INDUS	EA	\$ 26.50	0%	20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50	\$530.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
27	AP071-0838	BELT, GRIP, 3WF071-838 (HEIL, MTM, W.	EA	\$ 38.00	63%	18	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$61.75	\$1,111.50	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
28	AP071-0843	BELT, GRIP FOR 2003 VOLVO(MTM) .PLEA	EA	\$ 26.50	0%	36	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50	\$954.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
29	AP075-0912-030	FILTER, HYDRAULIC RETURN (2013 HEIL, #	EA	\$ 109.25	0.0%	10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$109.25	\$1,092.50	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
30	AP1000T	GREASE, RED-N-TAC; NAPA #1000T, LUCA	EA	\$ 3.09	26%	100	\$5.39	\$539.00	A - Lucas - Ma	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.89	\$3.89	\$3.89	No Bid	No Bid	No Bid
31	AP108-2096	ARM, LIMIT SWITCH (HEIL, MTM, W.R.R.E	EA	\$ 16.00	61%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$25.75	\$618.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
32	AP108-7381	SWITCH, LIMIT HEAVY DUTY(HEIL, MTM,	EA	\$ 132.60	32%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$175.25	\$4,206.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
33	AP1156	LIGHT, BULB AUTOMOTIVE (AC,SYL,EVERE	EA	\$ 0.40	-53%	50	\$0.54	\$27.00	A - Sylvania - 1	\$0.33	\$16.50	1156 GE A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.24	\$12.00	A/EVERBRITE	\$0.19	\$9.50	A, Eiko
34	AP1157	LIGHT, BULB AUTOMOTIVE (EVERBRITE 1	EA	\$ 0.40	-55%	120	\$0.28	\$33.60	A - Sylvania - 1	\$0.21	\$25.20	1157 GE A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.16	\$19.20	A/EVERBRITE	\$0.18	\$21.60	A, Eiko
35	AP1157A	LIGHT, BULB AUTOMOTIVE AMBER (AC,SY	EA	\$ 0.50	-48%	40	\$1.62	\$64.80	A - Sylvania - 1	\$0.70	\$28.00	1157NA A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.40	\$16.00	A/EVERBRITE	\$0.26	\$10.40	A, Eiko
36	AP128-0466	PADDLE, NEW FOR 2003 VOLVO (HEIL ON	EA	\$ 1,960.00	21%	6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,379.00	\$14,274.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
37	AP1372	FILTER, OIL (LUBER FINER PH820) .PLEAS	EA	\$ 1.75	-3%	300	\$3.73	\$1,119.00	A - Wix - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.78	\$1,434.00	A / DONALDS	\$1.69	\$507.00	A/PROGAUGE	\$1.79	\$537.00	A, Luberfiner
38	AP142-18K	GROMMET, 2 1/2 RECESSED FLUSH MOUN	EA	\$ 2.53	-77%	20	No Bid	No Bid	No Bid	\$1.00	\$20.00	142-18 PM A	No Bid	No Bid	No Bid	\$0.58	\$11.60	A / HEAVY DU	No Bid	No Bid	No Bid	\$1.89	\$37.80	A, Peterson
39	AP146-18	GROMMET, 2 FLUSH MOUNT (PM, GROTE	EA	\$ 0.74	-24%	20	\$1.57	\$31.40	A - Grote - 1 y	\$1.03	\$20.60	146-18 PM A	No Bid	No Bid	No Bid	\$0.56	\$11.20	A / HEAVY DU	No Bid	No Bid	No Bid	\$1.18	\$23.60	A, Peterson
40	AP146R	LIGHT, CLEARANCE-RED 2 (GROTE, PM, SI	EA	\$ 2.99	-50%	25	\$2.68	\$67.00	A - Grote - 1 y	\$1.73	\$43.25	146R PM A	No Bid	No Bid	No Bid	\$4.44	\$111.00	A / HEAVY DU	\$1.59	\$39.75	A/VSM/1030	\$1.50	\$37.50	A, Peterson
41	AP1607	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 7.04	-55%	12	\$5.34	\$64.08	A - Wix - 1 yea	\$5.02	\$60.24	LF408 HASTINGS	No Bid	No Bid	No Bid	\$5.22	\$62.64	B / DONALDS	\$3.49	\$41.88	A/PROGAUGE	\$3.20	\$38.40	A, FRAM PH3
42	AP1-6403	CYLINDER, IN-OUT (HEIL) (WESTERN REFU	EA	\$ 575.00	20%	4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$690.00	\$2,760.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
43	AP1734	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 6.92	-31%	20	\$10.79	\$215.80	A - Wix - 1 yea	\$10.37	\$207.40	LF299 HASTINGS	No Bid	No Bid	No Bid	\$10.94	\$218.80	B / DONALDS	\$4.79	\$95.80	A/PROGAUGE	\$6.34	\$126.80	A, Luberfiner
44	AP1748	FILTER, OIL (LUBER FINER LFP3000) .PLEA	EA	\$ 15.00	4%	24	\$26.16	\$627.84	A - Wix - 1 yea	\$25.04	\$600.96	LF448 HASTINGS	No Bid	No Bid	No Bid	\$26.67	\$640.08	B / DONALDS	\$29.50	\$708.00	A/LUBERFINE	\$15.56	\$373.44	A, Luberfiner
45	AP1773	FILTER, OIL (AC, FL.GUARD,NAPA,HASTING	EA	\$ 5.03	-27%	12	\$5.30	\$63.60	A - Wix - 1 yea	\$5.36	\$64.32	LF426 HASTINGS	No Bid	No Bid	No Bid	\$5.51	\$66.12	A / DONALDS	No Bid	No Bid	No Bid	\$3.66	\$43.92	A, FRAM PH9
46	AP1792	FILTER, OIL (AC, FL.GUARD,NAPA,HASTING	EA	\$ 7.84	-8%	24	\$13.79	\$330.96	A - Wix - 1 yea	\$12.08	\$289.92	LF282 HASTINGS	No Bid	No Bid	No Bid	\$12.64	\$303.36	A / DONALDS	No Bid	No Bid	No Bid	\$7.19	\$172.56	A, Luberfiner
47	AP194	LIGHT, BULB AUTOMOTIVE (EVERBRITE 1	EA	\$ 0.19	-21%	200	\$0.28	\$56.00	A - Sylvania - 1	\$0.19	\$38.00	194 GE A	No Bid	No Bid	No Bid	\$0.20	\$40.00	A / EIKO	\$0.15	\$0.15	\$0.15	\$0.17	\$34.00	A, Eiko
48	AP1971	FILTER, OIL (LUBER FINER LFP2160) .PLEA	EA	\$ 7.30	-8%	36	\$11.96	\$430.56	A - Wix - 1 yea	\$11.21	\$403.56	LF250 HASTING A	No Bid	No Bid	No Bid	\$11.84	\$426.24	B / DONALDS	\$14.75	\$531.00	A/LUBERFINE	\$6.69	\$240.84	A, Luberfiner
49	AP2118	WIPER, BLADE ASSY. (ANCO) RAINY DAY 1	EA	\$ 2.45	-15%	100	\$3.49	\$349.00	A - Trico - Mar	\$2.50	\$250.00	31-18 ANCO A</												



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
p.m.

BIDDERS:							★ O'REILLY AUTO PARTS DBA HI/LO ★ SPRINGFIELD, MO			★ FULL SERVICE AUTO PARTS ★ SAN ANTONIO, TX			★ HEIL OF TEXAS ★ SAN ANTONIO, TX			★ HOLT CAT TRUCK CENTER ★ EDINBURG, TX			★ LAREDO WHOLESALE ★ LAREDO, TX			★ VEHICLE MAINTENANCE PROGRAM ★ BOCA RATON, FL		
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
67	AP2803	AIR FILTER (2012 MACK MRV613) .PLEASE	EA	\$ 62.42	-50%	36	\$47.41	\$1,706.76	A - Wix - 1 yea	\$45.67	\$1,644.12	AF1173 HASTING	No Bid	No Bid	No Bid	\$46.22	\$1,663.92	B / DONALDS	No Bid	No Bid	No Bid	\$31.19	\$1,122.84	A, Luberfiner
68	AP2812	FILTER, AIR FILTER (2012 FREIGHTLINER) .	EA	\$ 89.09	-53%	48	\$67.66	\$3,247.68	A - Wix - 1 yea	\$68.50	\$3,288.00	AF2405 HASTING	No Bid	No Bid	No Bid	\$72.70	\$3,489.60	B / DONALDS	No Bid	No Bid	No Bid	\$41.99	\$2,015.52	A, Luberfiner
69	AP2961	FILTER, AIR (AC,FL.GUARD,NAPA,HASTING	EA	\$ 37.23	-30%	30	\$39.19	\$1,175.70	A - Wix - 1 yea	\$76.92	\$2,307.60	AF470 HASTINGS	No Bid	No Bid	No Bid	\$41.94	\$1,258.20	B / DONALDS	No Bid	No Bid	No Bid	\$26.03	\$780.90	A, Luberfiner
70	AP2TY15HD	STRAP, 15 HEAVY DUTY CABLE TIE STRAP	EA	\$ 0.10	100%	1,500.00	\$0.59	\$885.00	A - 3M - Man.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.20	\$0.20	\$0.20	No Bid	No Bid	No Bid
71	AP2TY7	STRAP, 7 UV CABLE TIE STRAP, ULTRA VIO	EA	\$ 0.06	33%	1,000.00	\$0.21	\$210.00	A - 3M - Man.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.08	\$0.08	\$0.08	No Bid	No Bid	No Bid
72	AP3157	BULB, AUTOMOTIVE LIGHT BULB (CEC INC	EA	\$ 0.60	-40%	300	\$0.79	\$237.00	A - Sylvania - 1	\$0.41	\$123.00	3157 GE A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.51	\$153.00	A/EVERBRITE	\$0.36	\$108.00	A, CEC



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor p.m.

BIDDERS:							O'REILLY AUTO PARTS DBA HI/LO ★ SPRINGFIELD, MO			FULL SERVICE AUTO PARTS ★ SAN ANTONIO, TX			HEIL OF TEXAS ★ SAN ANTONIO, TX			HOLT CAT TRUCK CENTER ★ EDINBURG, TX			LAREDO WHOLESALE ★ LAREDO, TX			VEHICLE MAINTENANCE PROGRAM ★ BOCA RATON, FL			
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	
144	AP82436	MUD FLAP, 24W X 36L, THICKNESS: 1/2, P	EA	\$ 19.51	-46%	80	\$13.99	\$1,119.20	A - MUD - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$10.52	\$841.60	B / PDC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
145	AP87487	FILTER, AIR (LUBR FINER AF1519) .PLEASE	EA	\$ 6.91	0%	40	\$10.90	\$436.00	A - Wix - 1 yea	\$9.62	\$384.80	AF1052 HASTING	No Bid	No Bid	No Bid	\$15.09	\$603.60	B / DONALDS	\$5.99	\$239.60	A/PROGAUGE	\$6.92	\$276.80	A, Luberfiner	
146	AP88B	CONNECTOR, 16-14 GAUGE, ELECTRICAL	EA	\$ 0.16	-31%	400	\$0.11	\$44.00	A - BWD Igniti	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
147	AP8BC	12-10 GAUGE - TERMINAL WIRE BUTT CO	EA	\$ 0.11	36%	100	\$0.15	\$15.00	A - BWD Igniti	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
148	AP8W1Z8C607C	MOTOR, FAN RADIATOR (#39;06 AND UP	EA	\$ 232.06	-17%	8	\$257.20	\$2,057.60	A - Dorman - L	\$192.24	\$1,537.92	620-119 DORMA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
149	AP9006	LIGHT, SEAL BEAM (AC,SYL,EVERBRITE) SY	EA	\$ 3.99	-55%	10	\$5.92	\$59.20	A - Sylvania - 1	\$3.24	\$32.40	9006 GE A	No Bid	No Bid	No Bid	\$3.60	\$36.00	A / GE	\$1.79	\$17.90	A/CERTIFIED	\$2.00	\$20.00	A, EIKO	
150	AP9007	LIGHT, SEAL BEAM (EVERBRITE 9007) SYL	EA	\$ 2.99	-33%	150	\$5.92	\$888.00	A - Sylvania - 1	\$4.11	\$616.50	9007 GE A	No Bid	No Bid	No Bid	\$4.56	\$684.00	A / GE	\$1.99	\$298.50	A/CERTIFIED	\$1.99	\$298.50	A, CEC	
151	AP9030AS	LIGHT, STROBE/WARNING LIGHT, DOUBLE	EA	\$ 67.57	-13%	24	\$59.24	\$1,421.76	A - Grote - 1 y	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$59.06	\$1,417.44	A / NORTH A	No Bid	No Bid	No Bid	\$66.66	\$1,599.84	Trucklite 6600	
152	AP91649	TAPE, DUCT 1.87IN. X 60 YARD ROLL (CAN	RL	\$ 5.35	-25%	200	\$14.17	\$2,834.00	A - 3M - Man.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.99	\$798.00	A/MASTER/P	No Bid	No Bid	No Bid	
153	AP9190	BRUSH, 6 WIRE BRUSH (CHAMP, BALKAM	EA	\$ 4.13	24%	30	\$5.14	\$154.20	A - Firepower	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
154	AP9195	BRUSH, TOOL BRUSH (CHAMP,BALKAMP,	EA	\$ 3.90	0%	12	\$3.90	\$46.80	A - Firepower	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
155	APA1096C	FILTER, AIR (AC, FL.GUARD,NAPA,HASTING	EA	\$ 4.39	-14%	18	\$5.63	\$101.34	A - Wix - 1 yea	\$5.68	\$102.24	AF953 HASTINGS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.77	\$67.86	A, FRAM CA64	
156	APA55697	FILTER, AIR FILTER (2008 FORD F150 SUPE	EA	\$ 67.99	-36%	15	\$43.19	\$647.85	A - Wix - 1 yea	\$48.99	\$734.85	FA1886 MOTORC	No Bid	No Bid	No Bid	\$57.51	\$862.65	B / DONALDS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
157	APATC 20	FUSE, 20 AMP(BUZZ,LITTLE,NAPA,REDI) .	EA	\$ 0.70	-79%	100	\$3.14	\$314.00	A - Littelfuse 5	\$0.25	\$25.00	ATC20 BUSSMAN	No Bid	No Bid	No Bid	\$0.48	\$48.00	A / TECTRAN	\$0.15	\$15.00	A/LITTLEFUZE	\$0.15	\$15.00	A, BUSS (BUZZ	
158	APATC 25	FUSE, 25 AMP (BUZZ,LITTLE,NAPA,REDI) .	EA	\$ 0.14	7%	60	\$3.14	\$188.40	A - Littelfuse 5	\$0.25	\$15.00	ATC25 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$28.80	A / TECTRAN	\$0.15	\$9.00	A/LITTLEFUZE	\$0.15	\$9.00	A, BUSS	
159	APATC 30	FUSE, (LITTLE ATC30) .PLEASE ENTER BRA	EA	\$ 0.14	7%	100	\$3.14	\$314.00	A - Littelfuse 5	\$0.25	\$25.00	ATC30 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$48.00	A / TECTRAN	\$0.15	\$15.00	A/LITTLEFUZE	\$0.15	\$15.00	A, BUSS	
160	APATM 10	FUSE, MINI 10 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	80	\$3.89	\$311.20	A - Littelfuse 5	\$0.31	\$24.80	ATM10 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$38.40	A / TECTRAN	\$0.15	\$12.00	A/LITTLEFUZE	\$0.31	\$24.80	A, BUSS	
161	APATM 15	FUSE, MINI 15 AMP (BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	100	\$3.89	\$389.00	A - Littelfuse 5	\$0.31	\$31.00	ATM15 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$48.00	A / TECTRAN	\$0.15	\$15.00	A/LITTLEFUZE	\$0.31	\$31.00	A, BUSS	
162	APATM 20	FUSE, MINI 20 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	120	\$3.89	\$466.80	A - Littelfuse 5	\$0.31	\$37.20	ATM20 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$57.60	A / TECTRAN	\$0.15	\$18.00	A/LITTLEFUZE	\$0.31	\$37.20	A, BUSS	
163	APATM 25	FUSE, MINI 25 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	80	\$3.89	\$311.20	A - Littelfuse 5	\$0.31	\$24.80	ATM25 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$38.40	A / TECTRAN	\$0.15	\$12.00	A/LITTLEFUZE	\$0.31	\$24.80	A, BUSS	
164	APATM 30	FUSE, MINI 30 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.38	-61%	80	\$3.89	\$311.20	A - Littelfuse 5	\$0.31	\$24.80	ATM30 BUSS A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.15	\$12.00	A/LITTLEFUZE	\$0.31	\$24.80	A, BUSS	
165	APATO	FUSE HOLDER (AMGUAGE, ECHLIN, NAPA,	EA	\$ 3.49	-96%	40	\$3.86	\$154.40	A - Littelfuse -	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.15	\$6.00	A/LITTLEFUZE	No Bid	No Bid	No Bid	
166	APATO 10	FUSE, 10 AMP (BUZZ,LITTLE,NAPA, REDI,	EA	\$ 0.70	-79%	50	\$3.14	\$157.00	A - Littelfuse 5	\$0.25	\$12.50	ATC10 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$24.00	A / TECTRAN	\$0.15	\$7.50	A/LITTLEFUZE	\$0.15	\$7.50	A, BUSS	
167	APATO 15	FUSE, 15 AMP (BUZZ,LITTLE,NAPA, REDI,	EA	\$ 0.14	7%	80	\$3.14	\$251.20	A - Littelfuse 5	\$0.25	\$20.00	ATC15 BUSS A	No Bid	No Bid	No Bid	\$0.48	\$38.40	A / TECTRAN	\$0.15	\$12.00	A/LITTLEFUZE	\$0.15	\$12.00	A, BUSS	
168	APB31-D	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 69.95	18%	150	\$89.89	\$13,483.50	A - SuperStart	\$82.38	\$12,357.00	ACT31TS ACDELCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
169	APB65-60	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 85.04	10%	240	\$93.38	\$22,411.20	A - SuperStart	\$93.31	\$22,394.40	65PG ACDELCO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
170	APB7000	BATTERY TERMINALS, LEAD TOP POST (BE	EA	\$ 0.75	5%	100	\$2.92	\$292.00	A - SuperStart	\$0.96	\$96.00	BP23C STANDAR	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.79	\$79.00	A/DURALIFE/	No Bid	No Bid	No Bid	
171	APB75-50	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 48.48	26%	6	\$69.73	\$418.38	A - SuperStart	\$61.18	\$367.08	75A ACDELCO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
172	APB8-D	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 114.15	36%	8	\$173.63	\$1,389.04	A - SuperStart	\$154.71	\$1,237.68	8DHD ACDELCO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
173	APBC20	CLEANER, BRAKE (JOHNSEN PRONTO 817	CN	\$ 1.99	-15%	1,500.00	\$2.69	\$4,035.00	A - O#39;Reilly	\$1.69	\$2,535.00	817202 PRONTO	No Bid	No Bid	No Bid	\$4.59	\$6,885.00	A / LOCTITE	\$2.29	\$3,435.00	A/JOHNSEN/2	No Bid	No Bid	No Bid	
174	APBD125786	ROTOR, BRAKE REAR 2005-2007 FORD CR	EA	\$ 19.99	24%	100	\$24.79	\$2,479.00	A - BrakeBest	\$47.79	\$4,779.00	BRRF38 MOTORC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$27.95	\$2,795.00	A/BENDIX	No Bid	No Bid	No Bid	
175	APBUB-7	BATTERY, BCI #34/78, (UNIVERSAL/TOP SI	EA	\$ 77.33	7%	50	\$101.03	\$5,051.50	A - SuperStart	\$82.38	\$4,119.00	78DTPS ACDELCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
176	APBW1Z10A936A	JEWEL, SENSOR JEWEL (#39;06 AND UP PD	EA	\$ 11.90		10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
177	APCJ8	SPARK PARK (AC, AUTOLITE, CHAMPION)	EA	\$ 1.49	13%	48	\$1.79	\$85.92	A - Champion	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.69	\$81.12	A/CHAMPION	No Bid	No Bid	No Bid	
178	APCTP12	HORN, UNIVERSAL SET-LOW HIGH TONE	EA	\$ 12.25	31%	20	\$15.99	\$319.80	A - Wolo - Ma	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
179	APDG-491	COIL, IGNITION (MOTORCRAFT D6508) 20	EA	\$ 37.88	13%	36	\$53.94	\$1,941.84	A - BWD Igniti	\$42.96	\$1,546.56	DG508 MOTORC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$45.99	\$1,655.64	A/MOTORCRA	No Bid	No Bid	No Bid	
180	APDS123	SWITCH, PUSH PULL (STD, ECHLIN, STD M	EA	\$ 2.50	26%	10	\$8.40	\$84.00	A - BWD Igniti	\$3.16	\$31.60	HP5180 STANDAR	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
181	APDS126	SWITCH, TOGGLE (STD,ECHLIN,STD MOTO	EA	\$ 2.50	16%	10	\$3.94	\$39.40	A - BWD Igniti	\$2.91	\$29.10	HP4810 STANDAR	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.79	\$37.90	A/E-TRON/DS	No Bid	No Bid	No Bid
182	APEWC-14EB	WIRING, ELECTRICAL BLACK 14 GA. (BWD	RL	\$ 9.99	40%	12	\$0.18	\$2.16	A - BWD Igniti	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.10	\$1.20	A / TECTRAN	\$13.99	\$167.88	A/DURALIFE/	No Bid	No Bid	No Bid	
183	APEWC-14ER	WIRING, ELECTRICAL RED 14 GA. (BWD)	RL	\$ 9.99	40%	12	\$0.18	\$2.16	A - BWD Igniti	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.10	\$1.20	B / TECTRAN	\$13.99	\$167.88	A/DURALIFE/	No Bid	No Bid	No Bid	
184	APFA1634	FILTER, AIR (FRAM) FRAM# FA1634 .PLEAS	EA	\$ 7.07	-17%	90	\$11.25	\$1,012.50	A - Wix - 1 yea	\$10.99	\$989.10	AF1037 HASTING	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.86	\$527.40	A, FRAM CA80	
185	APFF836DL	FILTER, FUEL FILTER (2008 F250 6.8 L #FF8	EA	\$ 50.59	-37%	15	\$9.97	\$149.55	A - Wix - 1 yea	\$7.67	\$115.05	GF354 HASTINGS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$31.77	\$476.55	A, Luberfiner	
186	APFREON-R134	FREON, A/C R134; 30 LB CYLINDER (DU PC	CYL	\$ 70.00	23%	30	\$99.99	\$2,999.70	A - Freon - N/A	\$86.11	\$2,583.30	6330 SERCON A	No Bid	No Bid	No Bid	\$111.25	\$3,337.50	B / PDC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
187	APFS1022	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 10.60	-7%	15	\$17.39	\$260.85	A - Wix - 1 yea	\$15.58	\$233.70	FF1108SPS HASTI	No Bid	No Bid	No Bid	\$16.94	\$254.10	B / DONALDS	No Bid	No Bid	No Bid	\$9.81	\$147.15	A, Luberfiner	
188	APGATES-25170-0606	COUPLING, 3/8 MEGACRIMP-G25 SERIES F	EA	\$ 3.84	22%	60	\$4.70	\$282.00	A - Gates - 1 y	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
189	APGATES-25170-1212	COUPLING, 3/4 MEGACRIMP-G25 SERIES F	EA	\$ 8.47	22%	30	\$10.37	\$311.10	A - Gates - 1 y	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
190	APGATES-25180-0808	COUPLING ELL, 1/2 MEGACRIMP-G25 SER	EA	\$ 12.29	23%	24	\$15.08	\$361.92	A - Gates - 1 y	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
191	APGATES-85602	HOSE, 1/2 M2T MEGAF																							



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor
p.m.

BIDDERS:							★ O'REILLY AUTO PARTS DBA HI/LO SPRINGFIELD, MO			★ FULL SERVICE AUTO PARTS SAN ANTONIO, TX			★ HEIL OF TEXAS SAN ANTONIO, TX			★ HOLT CAT TRUCK CENTER EDINBURG, TX			★ LAREDO WHOLESALE LAREDO, TX			★ VEHICLE MAINTENANCE PROGRAM BOCA RATON, FL		
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
210	APPF1218	FILTER, OIL (AC, FL.GUARD, NAPA, HASTIN	EA	\$ 3.42	-45%	12	\$3.45	\$41.40	A - Wix - 1 yea	\$3.60	\$43.20	PF1218 ACDELCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.89	\$22.68	A/RPOGAUGE	\$2.38	\$28.56	A, FRAM PH5P
211	APPF16	FILTER, OIL HYDRAULIC (AC, FL.GUARD,NA	EA	\$ 3.03	-8%	24	\$5.20	\$124.80	A - Wix - 1 yea	\$4.60	\$110.40	HF731 HASTINGS	No Bid	No Bid	No Bid	\$4.52	\$108.48	B / DONALDS	No Bid	No Bid	No Bid	\$2.78	\$66.72	A, Luberfiner
212	APPF20	FILTER, OIL (PROGAUGE PG04670) .PLEAS	EA	\$ 1.50	13%	36	\$3.29	\$118.44	A - Wix - 1 yea	\$3.37	\$121.32	LF196 HASTINGS	No Bid	No Bid	No Bid	\$4.25	\$153.00	B / DONALDS	\$1.69	\$60.84	A/PROGAUGE	\$2.03	\$73.08	A, FRAM PH8A
213	APPF40	FILTER, OIL (LUBER FINER PH47) .PLEASE E	EA	\$ 1.50	3%	60	\$3.45	\$207.00	A - Wix - 1 yea	\$3.68	\$220.80	PF47E ACDELCO A	No Bid	No Bid	No Bid	\$7.97	\$478.20	B / DONALDS	\$1.55	\$93.00	A/RPOGAUGE	\$2.21	\$132.60	A, FRAM PH33
214	APPF45	FILTER, OIL (PRO-GAUGE PGOS288) .PLEAS	EA	\$ 1.50	-7%	200	\$3.39	\$678.00	A - Wix - 1 yea	\$4.30	\$860.00	PF61 ACDELCO A	No Bid	No Bid	No Bid	\$5.32	\$1,064.00	B / DONALDS	\$1.59	\$318.00	A/PROGAUGE	\$1.40	\$280.00	A, LuberfinerP



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor p.m.

BIDDERS:						O'REILLY AUTO PARTS DBA HI/LO ★ SPRINGFIELD, MO			★ FULL SERVICE AUTO PARTS SAN ANTONIO, TX			★ HEIL OF TEXAS SAN ANTONIO, TX			★ HOLT CAT TRUCK CENTER EDINBURG, TX			★ LAREDO WHOLESALE LAREDO, TX			★ VEHICLE MAINTENANCE PROGRAM BOCA RATON, FL				
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	
215	APPF56	FILTER, OIL 1516 (PRO GUAUGE DGO 195)	EA	\$ 1.50	-7%	300	\$3.45	\$1,035.00	A - Wix - 1 year	\$3.34	\$1,002.00	FL400S MOTORC	No Bid	No Bid	No Bid	\$5.27	\$1,581.00	B / DONALDS	\$1.59	\$477.00	A/PROGAUGE	\$1.40	\$420.00	A, Luberfiner	
216	APPF857	FILTER, OIL (BALDWIN) .PLEASE ENTER BR	EA	\$ 6.83	-65%	120	\$7.19	\$862.80	A - Wix - 1 year	\$6.64	\$796.80	LF531 HASTINGS	No Bid	No Bid	No Bid	\$6.95	\$834.00	B / DONALDS	No Bid	No Bid	No Bid	\$2.39	\$286.80	A, Luberfiner	
217	APPF911	FILTER, OIL (AC, FL.GUARD,NAPA,HASTING	EA	\$ 7.84	-2%	12	\$13.79	\$165.48	A - Wix - 1 year	\$12.14	\$145.68	LF272 HASTINGS	No Bid	No Bid	No Bid	\$13.86	\$166.32	A / DONALDS	No Bid	No Bid	No Bid	\$7.67	\$92.04	A, Luberfiner	
218	APPH2222	FILTER, OIL FILTER (PROMOTIVE PH2222,	EA	\$ 1.75	-3%	60	\$3.45	\$207.00	A - Wix - 1 year	\$4.06	\$243.60	PF48 ACDELCO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.69	\$101.40	A/PROGAUGE	\$2.40	\$144.00	A, FRAM PH1	
219	APPM-2121412	CAM FOLLOWER (PAK MOR 1 1/34) .PLEA	EA	\$ 32.33	0%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$32.33	\$775.92	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
220	APPM-2121415	CAM ROLLERS (PAK MOR 3 1/2#39) .PLEA	EA	\$ 191.40	7%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$205.08	\$4,921.92	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
221	APPR880110L	ROTOR,BRAKE FRONT LEFT SIDE 2005-200	EA	\$ 36.49	31%	120	\$42.39	\$5,086.80	A - BrakeBest	\$47.79	\$5,734.80	BRRF36 MOTORC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$49.95	\$5,994.00	A/BENDIX/PR	No Bid	No Bid	No Bid	
222	APPR880110R	ROTOR,BRAKE FRONT RIGHT SIDE 2005-20	EA	\$ 36.49	31%	120	\$42.39	\$5,086.80	A - BrakeBest	\$47.79	\$5,734.80	BRRF36 MOTORC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$49.95	\$5,994.00	A/BENDIX/PR	No Bid	No Bid	No Bid	
223	APPSF1050017	FLUID, POWER STEERING GM#1050017, G	CN	\$ 2.99	-57%	160	\$3.39	\$542.40	A - O#39;Reilly	\$1.53	\$244.80	2912 JOHNSEN A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.29	\$206.40	A/MASTER	No Bid	No Bid	No Bid	
224	APQC1194	PADS, BRAKE PADS (TAHOE 2011 5.3L V8)	EA	\$ 48.79	-14%	12	\$48.79	\$585.48	A - Wagner - L	\$41.94	\$503.28	D1194 BENDIX A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
225	APRAGS#1	RAGS, ASSORTED COLOR FLEECE KNIT MA	BX	\$ 3.95		700	\$19.99	\$13,993.00	A - Viking - Ma	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
226	APRD73R-4182	MOTOR, A/C BLOWER DUAL SHAFT REDD	EA	\$ 61.98	-0.1%	4	\$61.89	\$247.56	A - VDO - Lifet	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$62.14	\$248.56	B / AIR SOURC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
227	APSA10262	FILTER, AIR FILTER (2009 F-150 FORD) .PL	EA	\$ 13.15	-73%	30	\$10.78	\$323.40	A - Wix - 1 year	\$3.56	\$106.80	FL820S MOTORC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.19	\$125.70	A, FRAM CAL	
228	APTP915	FILTER, FUEL (AC, FL.GUARD, NAPA,HASTI	EA	\$ 4.72	-23%	18	\$6.34	\$114.12	A - Wix - 1 year	\$5.86	\$105.48	FF992 HASTINGS	No Bid	No Bid	No Bid	\$5.91	\$106.38	A / DONALDS	No Bid	No Bid	No Bid	\$3.62	\$65.16	A, Luberfiner	
229	APTP916	FILTER, FUEL (AC, FL.GUARD, NAPA, HAST	EA	\$ 6.21	-42%	18	\$6.54	\$117.72	A - Wix - 1 year	\$5.75	\$103.50	FF993 HASTINGS	No Bid	No Bid	No Bid	\$5.90	\$106.20	A / DONALDS	No Bid	No Bid	No Bid	\$3.58	\$64.44	A, Luberfiner	
230	APTP935	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 3.90	-4%	12	\$7.13	\$85.56	A - Wix - 1 year	\$6.22	\$74.64	FF981 HASTINGS	No Bid	No Bid	No Bid	\$7.56	\$90.72	B /DONALDSC	No Bid	No Bid	No Bid	\$3.74	\$44.88	A, Luberfiner	
231	APTR3380	FLUID, BRAKE 12OZ.-12CN/CS (JOHNSON	CN	\$ 2.50	-47%	150	\$1.79	\$268.50	A - O#39;Reilly	\$1.33	\$199.50	2212 JOHNSENS A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.49	\$223.50	A/MASTER/FA	No Bid	No Bid	No Bid	
232	APTRK-123207	DRUM, BRAKE 8.75, REAR, NEW ONLY (FC	EA	\$ 82.92	19%	60	\$105.29	\$6,317.40	A - KIC - 1 year	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$99.00	\$5,940.00	A/KIC/66884	No Bid	No Bid	No Bid	
233	APTRK-BS4515	SHOES, BRAKE NEW GG 2020, 23,000 LBS.	SET	\$ 64.22	-14%	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$55.00	\$660.00	A/MERITOR/g	No Bid	No Bid	No Bid	
234	APTRK-BS4707	SHOES, BRAKE NEW GG 2020, 23,000 LBS.	SET	\$ 65.97	-17%	30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$55.00	\$1,650.00	A/MERITOR/g	No Bid	No Bid	No Bid	
235	APTRK-BS4709	SHOES, BRAKE SHOES, NEW ONLY, 23,000	SET	\$ 71.98	-15%	30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$61.00	\$1,830.00	A/MERITOR/g	No Bid	No Bid	No Bid	
236	APUL60	TAPE, ELECTRICAL 3/4 X 60FT (3M,MASTE	RL	\$ 0.99	-34%	200	\$4.26	\$852.00	A - 3M - 1 year	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.12	\$224.00	A / TYCO ADH	\$0.65	\$130.00	A/MASTER	No Bid	No Bid	No Bid	
237	APV142A	LIGHT, MARKER 2 1/2 AMBER (RIG TOUGH)	EA	\$ 2.69	-45%	60	\$2.99	\$179.40	A - Grote - Ma	\$2.03	\$121.80	V142A PM B	No Bid	No Bid	No Bid	\$4.44	\$266.40	A / HEAVY DU	No Bid	No Bid	No Bid	\$1.49	\$89.40	A, Peterson	
238	APV142R	LIGHT, MARKER 2 1/2 RED (RIG TOUGH) .P	EA	\$ 2.69	-45%	60	\$2.55	\$153.00	A - Grote - Ma	\$2.03	\$121.80	V142R PM B	No Bid	No Bid	No Bid	\$4.44	\$266.40	A / HEAVY DU	No Bid	No Bid	No Bid	\$1.49	\$89.40	A, Peterson	
239	APV426R	LIGHT, SEALED STOP AND TAIL; 4 1/2 RED	EA	\$ 3.04	-25%	60	\$9.74	\$584.40	A - Grote - Ma	\$4.81	\$288.60	V426R PM B	No Bid	No Bid	No Bid	\$9.37	\$562.20	A / HEAVY DU	No Bid	No Bid	No Bid	\$2.29	\$137.40	A, Grote	
240	APWD40	LUBRICANT, SPRAY, 11OZ., 12/CS (WD40)	CN	\$ 4.89	16%	600	\$6.02	\$3,612.00	A - WD-40 - M	\$5.81	\$3,486.00	11007 WD40 A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.69	\$3,414.00	A/WD40/300	No Bid	No Bid	No Bid	
241	APXY75W140QL	OIL, DIFFERENTIAL OIL (#39;06 AND UP PC	EA	\$ 20.65	-25%	40	\$23.99	\$959.60	A - Royal Purp	\$15.51	\$620.40	XY75W140QL MC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
242	AP#32	CLAMP, #32 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.26	-19%	2	\$0.59	\$1.18	A - Master - M	\$0.21	\$0.42	HC32 PRONTO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.23	\$0.46	A/AMGAUGE	No Bid	No Bid	No Bid
243	AP#36	CLAMP, #36 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.26	-19%	2	\$0.59	\$1.18	A - Master - M	\$0.21	\$0.42	HC36 PRONTO A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.23	\$0.46	A/AMGAUGE	No Bid	No Bid	No Bid
244	AP#44	CLAMP, #44 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.42	5%	2	\$1.09	\$2.18	A - Master - M	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.44	\$0.88	A/BREEZE	No Bid	No Bid	No Bid
245	AP001-6160	CYLINDER, DUMP CIRCUIT (MTM) NON-ST	EA	\$ 279.11	131%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$644.28	\$1,288.56	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
246	AP001-6164	CYLINDER, PACKER CIRCUIT, 3WF001-616	EA	\$ 726.68	28%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$927.00	\$1,854.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
247	AP001-6404	CYLINDER, LIFT CIRCUIT (FOR 2003 VOLV	EA	\$ 803.73	-25%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$605.65	\$1,211.30	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
248	AP001-6405	CYLINDER, TAILGATE HEIL 001-6405 NON	EA	\$ 402.34	127%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$912.00	\$1,824.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
249	AP001-6407	CYLINDER, DUMP 001-6407, (HEIL, MTM)	EA	\$ 251.03	157%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$644.28	\$1,288.56	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
250	AP001-6445	CYLINDER, BODY HOIST 001-6445, (HEIL,	EA	\$ 1,013.10	35%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,367.00	\$2,734.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
251	AP003-4566	BEARING, IN OUT CYLINDER (HEIL) NON-S	EA	\$ 4.73	175%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$13.03	\$26.06	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
252	AP003-4806	BEARING, SPHERICAL HEIL NON-STOCK ITE	EA	\$ 7.30	71%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.50	\$25.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
253	AP003-4949	BEARING, SPHERICAL HEIL 003-4949 NON	EA	\$ 11.95	84%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$22.03	\$44.06	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
254	AP0051796	LIGHT, BACK-UP LED 2006 BLUEBIRD BUS	EA	\$ 122.63		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
255	AP0052438	LIGHT, SEAL BEAM 2006 BLUEBIRD BUS N	EA	\$ 20.57		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
256	AP0062820	CALIPER, BRAKE LEFT FRONT/REAR, 2006	EA	\$ 922.81		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
257	AP0062821	CALIPER, BRAKE RIGHT FRONT/REAR, 200	EA	\$ 922.81		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
258	AP0064219	FILTER, AIR 2006 BLUEBIRD BUS (CAPITAL	EA	\$ 53.42		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
259	AP0065276	ROTOR, BRAKE FRONT 2006 BLUEBIRD (N	EA	\$ 291.79		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
260	AP0065285	BEARING, FRONT 2006 BLUEBIRD (MERIT	EA	\$ 561.76		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
261	AP0077949	KIT, BRAKE CALIPER BOLT; 2006 BLUEBIR	EA	\$ 149.33		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
262	AP0086787	ROTOR, BRAKE REAR 2006 BLUEBIRD ME	EA	\$ 192.27		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
263	AP0100114	ROTOR, BRAKE REAR 2006 BLUEBIRD ME	EA	\$ 236.66		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
264	AP015-2918	BEARING, HOLDER (HEIL, MTM, W.R.R.E.)	EA	\$ 7.00	111%	2	No Bid																		



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor p.m.)

BIDDERS:						O'REILLY AUTO PARTS DBA HI/LO ★ SPRINGFIELD, MO			★ FULL SERVICE AUTO PARTS SAN ANTONIO, TX			★ HEIL OF TEXAS SAN ANTONIO, TX			★ HOLT CAT TRUCK CENTER EDINBURG, TX			★ LAREDO WHOLESALE LAREDO, TX			★ VEHICLE MAINTENANCE PROGRAM BOCA RATON, FL				
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	
287	AP108-5031	SWITCH, LIMIT BODY PACKER 108-5031 (EA	\$ 58.99	48%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$87.50	\$175.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
288	AP108-5694	BOARD, COORDINATOR (HEIL) (MAC) 3W	EA	\$ 47.50	94%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$92.00	\$184.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
289	AP108-5986-220	SWITCH, PRESSURE 2200 PSI, (PART#0630	EA	\$ 55.89	109%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$117.00	\$234.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
290	AP108-6836	SWITCH, PRESSURE PSI 2000 NON-STOCK	EA	\$ 47.62	146%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$117.00	\$234.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
291	AP108-7697	BOARD, COORDINATOR II (HEIL, W.R.R.E.)	EA	\$ 165.00	425%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$866.00	\$1,732.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
292	AP108-7697-001	HARNES, YELLOW (OSHKOSH, MCNEILUS	EA	\$ 30.00	62%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$48.50	\$97.00	Heil part. A d	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
293	AP108-7697-002	HARNES, BLUE (OSHKOSH, MCNEILUS) N	EA	\$ 25.71	212%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$80.32	\$160.64	Heil part. A d	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
294	AP111R	LIGHT ASSEMBLY, RED MARKER; TRI-LIGH	EA	\$ 6.59		2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
295	AP114810-007	FILTER, AIR (RACOR, WIX) NON-STOCK ITE	EA	\$ 41.35	-23%	2	\$46.03	\$92.06	A - Wix - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$58.99	\$117.98	B / DONALDS	No Bid	No Bid	No Bid	\$31.90	\$63.80	A, Luberfiner	
296	AP124A	LIGHT, AMBER ALUMINUM ARMORED VIBR	EA	\$ 4.52	29%	2	\$8.24	\$16.48	A - Grote - Ma	\$5.83	\$11.66	124A PM A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.00	\$14.00	A, Peterson	
297	AP124R	LIGHT, RED ALUMINUM ARMORED VIBAR	EA	\$ 4.51	29%	2	\$9.74	\$19.48	A - Grote - Ma	\$5.83	\$11.66	124R PM B	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.00	\$14.00	A, Peterson	
298	AP1318	PRIMER, GREY SPRAY (KRYLON, COLORPL	CN	\$ 1.33	350.4%	2	\$5.99	\$11.98	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
299	AP1334	FILTER, OIL (AC, FL.GUARD,NAPA,HASTING	EA	\$ 2.98	-45%	2	\$4.15	\$8.30	A - Wix - 1 yea	\$3.39	\$6.78	PF1127 ACDELCO	No Bid	No Bid	No Bid	\$5.31	\$10.62	B / DONALDS	\$1.65	\$3.30	A/PROGAUGE	\$3.03	\$6.06	A, Luberfiner	
300	AP1394	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 1.44	10%	2	\$3.73	\$7.46	A - Wix - 1 yea	\$3.65	\$7.30	PF1233 ACDELCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.59	\$3.18	A/PROGAUGE	\$4.00	\$8.00	A, FRAM PH49	
301	AP1401	PAINT, SILVER SPRAY (KRYLON, COLORPL	CN	\$ 1.11	377%	2	\$5.79	\$11.58	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.29	\$10.58	A/KRYLON	No Bid	No Bid	No Bid	
302	AP1501	PAINT, GLOSS WHITE SPRAY (KRYLON, CO	CN	\$ 1.11	323%	2	\$5.79	\$11.58	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.69	\$9.38	A/KRYLON	No Bid	No Bid	No Bid	
303	AP1601	PAINT, GLOSS BLACK SPRAY (KRYLON, CO	CN	\$ 1.11	323%	2	\$5.79	\$11.58	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.69	\$9.38	A/KRYLON	No Bid	No Bid	No Bid	
304	AP1602	FILTER, OIL (AC, FL.GUARD,NAPA, HASTIN	EA	\$ 5.82	-45%	2	\$4.42	\$8.84	A - Wix - 1 yea	\$4.25	\$8.50	LF395 HASTINGS	No Bid	No Bid	No Bid	\$6.10	\$12.20	B / DONALDS	No Bid	No Bid	No Bid	\$3.20	\$6.40	A, FRAM PH39	
305	AP1749	FILTER, OIL (AC, FL.GUARD, NAPA,HASTIN	EA	\$ 9.65	-13%	2	\$14.83	\$29.66	A - Wix - 1 yea	\$13.99	\$27.98	LF439 HASTINGS	No Bid	No Bid	No Bid	\$15.34	\$30.68	B / DONALDS	No Bid	No Bid	No Bid	\$8.42	\$16.84	A, Luberfiner	
306	AP1759	FILTER, OIL HYDRAULIC (AC, FL.GUARD, N	EA	\$ 14.88	-63%	2	\$11.30	\$22.60	A - Wix - 1 yea	\$9.44	\$18.88	HF738 HASTINGS	No Bid	No Bid	No Bid	\$11.97	\$23.94	B / DONALDS	No Bid	No Bid	No Bid	\$5.50	\$11.00	A, Luberfiner	
307	AP177-3207	TUBE, ROLLER (HEIL, MTM, W.R.R.E., MCN	EA	\$ 6.66	80%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.01	\$24.02	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
308	AP1803	PAINT, CATERPILLAR YELLOW SPRAY (KRY	CN	\$ 1.29	116%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.76	\$15.52	A / CATERPILL	\$2.79	\$5.58	A/ARMOR/18	No Bid	No Bid	No Bid	
309	AP1816	LIGHT, BULB AUTOMOTIVE (AC,SYL,EVERE	EA	\$ 0.15	33%	2	\$0.93	\$1.86	A - Sylvania - 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.20	\$0.40	A/EVERBRITE	\$0.75	\$1.50	A, Eiko	
310	AP1928	PAINT, GLOSS CHRYSLER BLUE (KRYLON, C	CN	\$ 1.30	406.9%	2	\$6.59	\$13.18	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
311	AP2001	PAINT, HUNTER GREEN SPRAY (KRYLON, C	CN	\$ 1.42	307.7%	2	\$5.79	\$11.58	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
312	AP2106	PAINT, FORD RED SPRAY (KRYLON, COLOR	CN	\$ 1.11	160%	2	\$6.59	\$13.18	A - Duplicolor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.89	\$5.78	A/ARMOR/AE	No Bid	No Bid	No Bid	
313	AP220	SANDPAPER, GRIT 220 100 SHEETS/BX (3	EA	\$ 1.13	-21.2%	2	\$0.89	\$1.78	A - 3M - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
314	AP25820	RAISE, FRONT OUTER BEARING 2005 GOSH	EA	\$ 6.09	31%	2	\$9.44	\$18.88	A - BCA - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.99	\$15.98	A/TIMKEN,KN	No Bid	No Bid	No Bid	
315	AP25877	BEARING, FRONT OUTER 2005 GOSHEN B	EA	\$ 9.35	39%	2	\$14.50	\$29.00	A - BCA - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.99	\$25.98	A/timken,kmr	No Bid	No Bid	No Bid	
316	AP2648	FILTER, AIR(AC,FL.GUARD,NAPA,HASTING	EA	\$ 11.59	21%	2	\$19.24	\$38.48	A - Wix - 1 yea	\$19.76	\$39.52	AF398 HASTINGS	No Bid	No Bid	No Bid	\$18.74	\$37.48	B / DONALDS	No Bid	No Bid	No Bid	\$14.00	\$28.00	A, FRAM CA31	
317	AP2676	FILTER,AIR (AC,FL.GUARD,NAPA,HASTING	EA	\$ 21.72	-14%	2	\$28.11	\$56.22	A - Wix - 1 yea	\$28.30	\$56.60	AF303 HASTINGS	No Bid	No Bid	No Bid	\$29.42	\$58.84	B / DONALDS	No Bid	No Bid	No Bid	\$18.71	\$37.42	A, Luberfiner	
318	AP2TY3	STRAP, 3 UV CABLE TIE STRAP, ULTRA VIO	EA	\$ 0.03		2	\$0.07	\$0.14	A - BWD Igniti	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
319	AP3097	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 12.05	-83%	2	\$6.34	\$12.68	A - Wix - 1 yea	\$10.59	\$21.18	FG800A MOTORC	No Bid	No Bid	No Bid	\$9.01	\$18.02	B / DONALDS	\$1.99	\$3.98	A/PROGAUGE	\$6.00	\$12.00	A, FRAM G380	
320	AP31-2977-01	CYLINDER, AIR HEIL NON-STOCK ITEM .PL	EA	\$ 54.73	191%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$159.37	\$318.74	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
321	AP31-3215	STICK, JOY (HEIL,MTM,PACKERS) NON-ST	EA	\$ 280.00	123%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$623.50	\$1,247.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
322	AP31-5986-60	Cartridge, 2-Way NO (#8 SAE) NON-STOCK	EA	\$ 73.78	148%	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$183.00	\$366.00	Heil OEM par	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
323	AP320	SANDPAPER, GRIT 320 100 SHEETS/BX (3	EA	\$ 1.13	-21.2%	2	\$0.89	\$1.78	A - 3M - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
324	AP3216	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 5.21	0%	2	\$8.78	\$17.56	A - Wix - 1 yea	\$8.77	\$17.54	FF955 HASTINGS	No Bid	No Bid	No Bid	\$9.87	\$19.74	B / DONALDS	No Bid	No Bid	No Bid	\$5.21	\$10.42	A, Luberfiner	
325	AP3351	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 2.73	14%	2	\$5.21	\$10.42	A - Wix - 1 yea	\$5.31	\$10.62	FF972 HASTINGS	No Bid	No Bid	No Bid	\$6.05	\$12.10	B / DONALDS	No Bid	No Bid	No Bid	\$3.12	\$6.24	A, FRAM P111	
326	AP33531	FILTER, FUEL (AC, FL.GUARD, NAPA, HAST	EA	\$ 8.50	-8%	2	\$15.64	\$31.28	A - Wix - 1 yea	\$12.64	\$25.28	FF1101D HASTIN	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.80	\$15.60	A, Luberfiner	
327	AP3358	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 7.55	-53%	2	\$5.73	\$11.46	A - Wix - 1 yea	\$5.56	\$11.12	FF832 HASTINGS	No Bid	No Bid	No Bid	\$6.03	\$12.06	A / DONALDS	No Bid	No Bid	No Bid	\$3.53	\$7.06	A, Luberfiner	
328	AP3376	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 6.92	29%	2	\$21.43	\$42.86	A - Wix - 1 yea	\$16.74	\$33.48	TP1256 ACDELCO	No Bid	No Bid	No Bid	\$15.29	\$30.58	B / DONALDS	\$17.99	\$35.98	A/PROGAUGE	\$8.91	\$17.82	A, Luberfiner	
329	AP36	SANDPAPER, GRIT 36 100 SHEETS/BX (3M	EA	\$ 0.40	215.0%	2	\$1.26	\$2.52	A - 3M - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
330	AP38623	FILTER, ORIFICE TUBE GM (4SEASONS, EV	EA	\$ 1.35	-33%	2	\$1.63	\$3.26	A - Murray - 1	\$0.91	\$1.82	38623 FOUR SEA	No Bid	No Bid	No Bid	\$3.51	\$7.02	B / AIR SOURC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
331	AP38780	SEAL, REAR HUB 2005 GOSHEN BUSES (N	EA	\$ 21.58	44.7%	2	\$31.22	\$62.44	A - National -	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$34.14	\$68.28	A / NATIONAL	No Bid	No Bid	No Bid	No Bid	No Bid	
332	AP39520	RAISE, REAR OUTER BEARING 2005 GOSH	EA	\$ 8.38	31%	2	\$13.04	\$26.08	A - BCA - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$10.99	\$21.98	A/TIMKEN,KN	No Bid	No Bid	No Bid	
333	AP39590	BEARING, REAR OUTER 2005 GOSHEN BU	EA	\$ 14.15	41%	2	\$22.00	\$44.00	A - BCA - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$19.99	\$39.98	A/TIMKEN,KN	No Bid	No Bid	No Bid	
334	AP40650	TAPE, RED/SILVER REFLECTIVE, 2 X 150#3	RL	\$ 99.00	-99%	2	\$201.41	\$402.82	A - 3M - 1 yea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.71	\$1.42	A / GROTE SC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
335	AP442	LAMP, STOP, TURN TAIL LIGHT;BLACK EN	EA	\$ 13.88	73%	2	\$29.99	\$59.98	A - Grote - Ma	\$30.61	\$61.22	442 PM A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.00	\$48.00	A, Peterson	
336	AP442L	LAMP																							



Yellow Shading depicts Recommended Vendor

Items Recommended for Rejection

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor) 9 a.m.

Table with columns: No., Internal Ref. Number, Description, UOM, Historical Price, % Price Change, QTY, BIDDERS (Springfield, MO), Full Service Auto Parts (San Antonio, TX), Heil of Texas (San Antonio, TX), Holt Cat Truck Center (Edinburg, TX), Laredo Wholesale (Laredo, TX), Vehicle Maintenance Program (Boca Raton, FL). Rows 359-424.



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)

Time: 9:00 a.m.

BIDDERS:							NON- RESPONSIVE NAPA AUTO PARTS MCALLEN, TX				NON- RESPONSIVE BATTERIES PLUS 354 PHARR, TX					NON- RESPONSIVE BURTON COMPANIES WESLACO, TX			NON-RESPONSIVE GONZALEZ AUTO PARTS LAREDO, TX			NON-RESPONSIVE McNEILS TRUCKS HOUSTON, TX			NON-RESPONSIVE WESTERN REFUSE & RECYCLING CHANDLER, AZ		
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal			Item Bid		Comment	Item Bid		Comment	Item Bid		Comment	Item Bid		Comment
							Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid
1	AP#10	CLAMP, #10 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.25	-16%	50	\$0.32	\$16.00			No Bid	No Bid	No Bid	No Bid	\$0.22	\$11.00	5210/IDEAL/A	\$0.30	\$15.00	(A) TRIDON / C	\$0.01	\$0.50	no bid	\$0.00	\$0.00		
2	AP#16	CLAMP, #16 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.29	-28%	40	\$0.34	\$13.60			No Bid	No Bid	No Bid	No Bid	\$0.25	\$10.00	5216/IDEAL/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.40	no bid	\$0.00	\$0.00		
3	AP#20	CLAMP, #20 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.28	-25%	40	\$0.37	\$14.80			No Bid	No Bid	No Bid	No Bid	\$0.26	\$10.40	5220/IDEAL/A	\$0.30	\$12.00	(A) TRIDON / C	\$0.01	\$0.40	no bid	\$0.00	\$0.00		
4	AP#24	CLAMP, #24 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.29	-28%	40	\$0.36	\$14.40	▲ \$0.37	\$14.80	No Bid	No Bid	No Bid	No Bid	\$0.27	\$10.80	5224/IDEAL/A	\$0.30	\$12.00	(A) TRIDON / C	\$0.01	\$0.40	no bid	\$0.00	\$0.00		
5	AP#28	CLAMP, #28 CLAMP, FUEL LINE HOSE, 10/	EA	\$ 0.72	-71%	40	\$0.31	\$12.40	▲ \$0.36	\$14.40	No Bid	No Bid	No Bid	No Bid	\$0.28	\$11.20	5228/IDEAL/A	\$0.30	\$12.00	(A) TRIDON / C	\$0.01	\$0.40	no bid	\$0.00	\$0.00		
6	AP#6203	CLAMP, HOSE, ADJUSTABLE 1/4-3/8 (IDEA	EA	\$ 0.31	-48%	30	No Bid	No Bid	▲ \$0.31	\$9.30	No Bid	No Bid	No Bid	No Bid	\$0.24	\$7.20	5203/IDEAL/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.30	no bid	\$0.00	\$0.00		
7	AP001-6169-014	EYEBOLTS, FEMALE THREAD, SQUARE-EN	EA	\$ 102.11	71%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$88.01	\$528.06	1141153	\$75.00	\$450.00	Aurora	
8	AP001-6406	CYLINDER, PACKER, FOR 2005 HEIL 001-64	EA	\$ 803.73	15%	8	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$803.73	\$6,429.84	1130642	\$1,060.50	\$8,484.00	WRRE	
9	AP001-6416	CYLINDER, GRIP CIRCUIT FOR 2003 VOLVO	EA	\$ 298.84	118%	8	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$302.63	\$2,421.04	1109097	\$425.00	\$3,400.00	WRRE	
10	AP003-4432	BEARING, 2, (MTM) .PLEASE ENTER BRAN	EA	\$ 40.15	0%	24	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$32.17	\$772.08	1142323	\$16.00	\$384.00	Chinese	
11	AP0043449	GASKET, FRONT / REAR HUB; 2006 BLUEB	EA	\$ 1.00		20	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.20	no bid	\$0.00	\$0.00		
12	AP005-4130	LINK, SINGLE HEIL 005-4130 (WESTERN R	EA	\$ 90.00	13%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$107.72	\$646.32	1106172	\$90.00	\$540.00	WRRE	
13	AP005-4131	LINK, DOUBLE-BOTTOM HEIL 005-4131 (V	EA	\$ 42.00	99%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$60.32	\$361.92	1107908	\$42.00	\$252.00	WRRE	
14	AP005-4132	LINK, DOUBLE-TOP HEIL 005-4132 (WEST	EA	\$ 62.00	89%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$86.74	\$520.44	1107908	\$60.00	\$360.00	WRRE	
15	AP006-3251	BLOCK, JOURNAL FOR 2003 VOLVO, HEIL,	EA	\$ 290.00	0%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$295.39	\$1,772.34	1107990	\$185.00	\$1,110.00	WRRE	
16	AP015-2928	SPACER, 3WF015-2928, (MTM) .PLEASE E	EA	\$ 3.90	-17%	70	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$3.43	\$240.10	1131376	\$2.75	\$192.50	WRRE	
17	AP018-0804	SPRING, EXTENSION (MTM, W.R.R.E.) .PLE	EA	\$ 9.50	0%	24	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$8.03	\$192.72	620727	\$6.00	\$144.00	WRRE	
18	AP031-1880-002	SOLENOID, ASSEMBLY (HEIL) # 31-6073-1	EA	\$ 145.00	40%	10	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$69.26	\$692.60	1109161	\$0.00	\$0.00		
19	AP031-5772	ACTUATOR, AIR ACTUATOR (MACK TRUCK	EA	\$ 160.75	0%	8	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$145.02	\$1,160.16	614150	\$120.00	\$960.00	Parker	
20	AP031-5984-12	VALVE, AIR HEIL 5WF10505 (WESTERN RE	EA	\$ 56.61	5%	20	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$45.28	\$905.60	1130953	\$36.00	\$720.00	Mac	
21	AP031-6375-004	COIL, SOLENOID (MACK TRUCK - HEIL BO	EA	\$ 56.25	206%	10	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.10	?	\$0.00	\$0.00		
22	AP03621	MARKING PAINT, KRYLON QUIK-MARK SO	EA	\$ 3.54	41%	400	\$3.76	\$1,504.00			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$4.00	no bid	\$0.00	\$0.00		
23	AP03900	MARKING PAINT, KRYLON QUIK-MARK SO	EA	\$ 3.00	66%	400	\$3.76	\$1,504.00			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$4.00	no bid	\$0.00	\$0.00		
24	AP048-6231	PINS, FOR 2003 VOLVO(W.R.R.E.) (WESTE	EA	\$ 34.25	5%	30	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$30.83	\$924.90	1105771	\$21.00	\$630.00	WRRE	
25	AP062-0717	WHEELS, ROLLER (HEIL) 3WF062-717 (W.	EA	\$ 7.80	0%	70	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$8.30	\$581.00	1108125	\$9.00	\$630.00	WRRE	
26	AP067-0630	GUAGE, SIGHT HEIL 067-0630 (LDI INDUS	EA	\$ 26.50	0%	20	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$23.06	\$461.20	601472	\$20.00	\$400.00	WRRE	
27	AP071-0838	BELT, GRIP, 3WF071-838 (HEIL, MTM, W.F	EA	\$ 38.00	63%	18	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$60.76	\$1,093.68	1108127	\$38.00	\$684.00	WRRE	
28	AP071-0843	BELT, GRIP FOR 2003 VOLVO(MTM) .PLEA	EA	\$ 26.50	0%	36	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$14.67	\$528.12	1108128	\$12.00	\$432.00	WRRE	
29	AP075-0912-030	FILTER, HYDRAULIC RETURN (2013 HEIL, #	EA	\$ 109.25	0.0%	10	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$65.05	\$650.50	1237789	\$65.00	\$650.00	WRRE	
30	AP1000T	GREASE, RED-N-TAC; NAPA #1000T, LUCA	EA	\$ 3.09	26%	100	\$4.19	\$419.00			No Bid	No Bid	No Bid	No Bid	\$3.10	\$310.00	10005/LUCAS/A	\$0.00	\$0.00	NO BID	\$0.01	\$1.00	no bid	\$0.00	\$0.00		
31	AP108-2096	ARM, LIMIT SWITCH (HEIL, MTM, W.R.R.E	EA	\$ 16.00	61%	24	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$31.01	\$744.24	622175	\$18.00	\$432.00	Honeywell	
32	AP108-7381	SWITCH, LIMIT HEAVY DUTY((HEIL, MTM,	EA	\$ 132.60	32%	24	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$189.23	\$4,541.52	1109028	\$145.00	\$3,480.00	Honeywell	
33	AP1156	LIGHT, BULB AUTOMOTIVE (AC,SYL,EVERE	EA	\$ 0.40	-53%	50	\$0.33	\$16.50			No Bid	No Bid	No Bid	No Bid	\$0.28	\$14.00	1156/WAGNER/A	\$0.75	\$37.50	(A) EIKO / 115	\$0.01	\$0.50	no bid	\$0.00	\$0.00		
34	AP1157	LIGHT, BULB AUTOMOTIVE (EVERBRITE 1	EA	\$ 0.40	-55%	120	\$0.33	\$39.60			No Bid	No Bid	No Bid	No Bid	\$0.16	\$19.20	1157/WAGNER/A	\$0.98	\$117.60	(A) EIKO / 115	\$0.01	\$1.20	no bid	\$0.00	\$0.00		
35	AP1157A	LIGHT, BULB AUTOMOTIVE AMBER (AC,SY	EA	\$ 0.50	-48%	40	No Bid	\$17.60			No Bid	No Bid	No Bid	No Bid	\$0.37	\$14.80	1157NA/WAGNER	\$0.98	\$39.20	(A) EIKO / 115	\$0.01	\$0.40	no bid	\$0.00	\$0.00		
36	AP128-0466	PADDLE, NEW FOR 2003 VOLVO (HEIL ON	EA	\$ 1,960.00	21%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$2,517.81	\$15,106.86	620670	\$1,410.00	\$8,460.00	WRRE	
37	AP1372	FILTER, OIL (LUBER FINER PH820) .PLEASE	EA	\$ 1.75	-3%	300	\$1.38	\$414.00			No Bid	No Bid	No Bid	No Bid	\$2.72	\$816.00	PH820/LUBERFINE	\$2.78	\$834.00	(A) HASTINGS	\$0.01	\$3.00	no bid	\$0.00	\$0.00		
38	AP142-18K	GROMMET, 2 1/2 RECESSED FLUSH MOUN	EA	\$ 2.53	-77%	20	\$2.01	\$40.20			No Bid	No Bid	No Bid	No Bid	\$1.21	\$24.20	91400/GROTE/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.20	no bid	\$0.00	\$0.00		
39	AP146-18	GROMMET, 2 FLUSH MOUNT (PM, GROTE	EA	\$ 0.74	-24%	20	\$1.04	\$20.80			No Bid	No Bid	No Bid	No Bid	\$1.15	\$23.00	92120/GROTE/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.20	no bid	\$0.00	\$0.00		
40	AP146R	LIGHT, CLEARANCE-RED 2 (GROTE, PM, SI	EA	\$ 2.99	-50%	25	\$1.63	\$40.75			No Bid	No Bid	No Bid	No Bid	\$2.01	\$50.25	45822/GROTE/A	\$2.25	\$56.25	(A) GROTE / 4	\$0.01	\$0.25	no bid	\$0.00	\$0.00		
41	AP1607	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 7.04	-55%	12	\$4.45	\$53.40			No Bid	No Bid	No Bid	No Bid	\$3.56	\$42.72	LFP780/LUBERFIN	\$3.76	\$45.12	(A) HASTING /	\$0.01	\$0.12	no bid	\$0.00	\$0.00		
42	AP1-6403	CYLINDER, IN-OUT (HEIL) (WESTERN REFU	EA	\$ 575.00	20%	4	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$640.57	\$2,562.28	1107995	\$0.00	\$0.00		
43	AP1734	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 6.92	-31%	20	\$6.81	\$136.20			No Bid	No Bid	No Bid	No Bid	\$6.92	\$138.40	LFP2286/LUBERFIN	\$7.78	\$155.60	(A) HASTINGS	\$0.01	\$0.20	no bid	\$0.00	\$0.00		
44	AP1748	FILTER, OIL (LUBER FINER LFP3000) .PLEA	EA	\$ 15.00	4%	24	\$21.80	\$523.20			No Bid	No Bid	No Bid	No Bid	\$16.97	\$407.28	LFP3000/LUB										



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
p.m.

							NON- RESPONSIVE				NON- RESPONSIVE				NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE					
							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX				BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ		
BIDDERS:							Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal													
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	
67	AP2803	AIR FILTER (2012 MACK MRV613) .PLEASE	EA	\$ 62.42	-50%	36	\$38.72	\$1,393.92			No Bid	No Bid		\$34.03	\$1,225.08	LAF8669/LUBERFIN	\$34.25	\$1,233.00	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00		
68	AP2812	FILTER, AIR FILTER (2012 FREIGHTLINER) .	EA	\$ 89.09	-53%	48	\$55.26	\$2,652.48			No Bid	No Bid		\$46.72	\$2,242.56	LAF6265/LUBERFIN	\$51.37	\$2,465.76	(A) HASTINGS	\$0.01	\$0.48	no bid	\$0.00	\$0.00		
69	AP2961	FILTER, AIR (AC,FL.GUARD,NAPA,HASTING	EA	\$ 37.23	-30%	30	\$32.01	\$960.30			No Bid	No Bid		\$28.40	\$852.00	LAF6918/LUBERFIN	\$30.16	\$904.80	(A) HASTINGS	\$0.01	\$0.30	no bid	\$0.00	\$0.00		
70	AP2TY15HD	STRAP, 15 HEAVY DUTY CABLE TIE STRAP,	EA	\$ 0.10	100%	1,500.00	No Bid	No Bid			No Bid	No Bid		\$3.21	\$4,815.00	090070/VELVAC/A	\$0.00	\$0.00	NO BID	\$0.01	\$15.00	no bid	\$0.00	\$0.00		
71	AP2TY7	STRAP, 7 UV CABLE TIE STRAP, ULTRA VIO	EA	\$ 0.06	33%	1,000.00	No Bid	No Bid			No Bid	No Bid		\$4.60	\$4,600.00	090066/VELVAC/A	\$0.00	\$0.00	NO BID	\$0.01	\$10.00	no bid	\$0.00	\$0.00		
72	AP3157	BULB, AUTOMOTIVE LIGHT BULB (CEC INC	EA	\$ 0.60	-40%	300	\$0.48	\$144.00			No Bid	No Bid		\$0.43	\$129.00	3157/WAGNER/A	\$2.25	\$675.00	(A) EIKO / 315	\$0.01	\$3.00	no bid	\$0.00	\$0.00		

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
 a.m.

BIDDERS:							NON-RESPONSIVE				NON-RESPONSIVE					NON-RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE					
							NAPA AUTO PARTS				BATTERIES PLUS 354					BURTON COMPANIES			GONZALEZ AUTO PARTS			MCNEILUS TRUCKS			WESTERN REFUSE & RECYCLING		
							MCALLEN, TX		PHARR, TX		WESLACO, TX			LAREDO, TX			HOUSTON, TX			CHANDLER, AZ							
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal			Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
							Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment												
73	AP3157NA	LIGHT, TAIL-AMBER (GE, SYLVANIA, WAGNER)	EA	\$ 1.23	-43%	50	\$0.77	\$38.50	No Bid	No Bid	No Bid	No Bid		\$0.89	\$44.50	3157NA/WAGNER	\$2.48	\$124.00	(A) EIKO / 315	\$0.01	\$0.50	no bid	\$0.00	\$0.00			
74	AP31-6375-005	COIL, SOLENOID (MACK TRUCK - HEIL BOD)	EA	\$ 56.25	4%	10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$35.27	\$352.70	1107907	\$0.00	\$0.00			
75	AP3216	FILTER, FUEL (AC, FL GUARD, NAPA, HASTINGS)	EA	\$ 5.23	-0.4%	12	\$7.17	\$86.04	No Bid	No Bid	No Bid	No Bid		\$5.68	\$68.16	LFP431F/LUBERFIN	\$6.57	\$78.84	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
76	AP32362-04	SPARK PLUG HD (HARLEY DAVIDSON MOTOR)	EA	\$ 3.95	-55%	48	\$1.64	\$78.72	No Bid	No Bid	No Bid	No Bid		\$1.87	\$89.76	810/CHAMPION/B	\$0.00	\$0.00	NO BID	\$0.01	\$0.48	no bid	\$0.00	\$0.00			
77	AP33518	FILTER, FUEL (AC, FL GUARD, NAPA, HASTINGS)	EA	\$ 13.75	-37%	12	\$16.80	\$201.60	No Bid	No Bid	No Bid	No Bid		\$14.16	\$169.92	L4596F/LUBERFIN	\$14.70	\$176.40	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
78	AP33595	FILTER, FUEL (FRAM) .PLEASE ENTER BRAND	EA	\$ 5.96	-42%	60	\$5.11	\$306.60	No Bid	No Bid	No Bid	No Bid		\$6.95	\$417.00	GF326/LUBERFINE	\$4.72	\$283.20	(A) HASTINGS	\$0.01	\$0.60	no bid	\$0.00	\$0.00			
79	AP33626	FILTER, FUEL FILTER (NAPA 3626, WIX 3362)	EA	\$ 8.73	-41%	36	\$7.51	\$270.36	No Bid	No Bid	No Bid	No Bid		\$5.63	\$202.68	LFF4783RD/LUBERFIN	\$6.88	\$247.68	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
80	AP33628	FILTER, FUEL FILTER (NAPA 3628, WIX 3362)	EA	\$ 12.59	-38%	36	\$10.83	\$389.88	No Bid	No Bid	No Bid	No Bid		\$11.50	\$414.00	L8994F/LUBERFIN	\$10.29	\$370.44	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
81	AP33651	FILTER, FUEL FILTER (NAPA 3651, WIX 3362)	EA	\$ 12.20	-64%	36	\$5.67	\$204.12	No Bid	No Bid	No Bid	No Bid		\$4.74	\$170.64	L3578FN/LUBERFIN	\$5.31	\$191.16	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
82	AP33697	FILTER, FUEL FILTER (NAPA 3697, WIX 3362)	EA	\$ 6.20	-8%	36	\$7.59	\$273.24	No Bid	No Bid	No Bid	No Bid		\$6.20	\$223.20	LFF5488/LUBERFIN	\$6.58	\$236.88	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
83	AP33721	FILTER, FUEL FILTER (NAPA 3721, WIX 3372)	EA	\$ 22.93	-65%	36	\$11.24	\$404.64	No Bid	No Bid	No Bid	No Bid		\$8.75	\$315.00	LFF8059/LUBERFIN	\$9.75	\$351.00	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
84	AP33849	FILTER, FUEL FILTER (NAPA 3849, WIX 3384)	EA	\$ 41.91	5%	36	\$36.03	\$1,297.08	No Bid	No Bid	No Bid	No Bid		\$48.00	\$1,728.00	L5091F/LUBERFIN	\$33.37	\$1,201.32	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
85	AP33899	FILTER, FUEL FILTER (NAPA 3899, WIX 3389)	EA	\$ 39.84	-55%	36	\$34.25	\$1,233.00	No Bid	No Bid	No Bid	No Bid		\$28.20	\$1,015.20	L4604F/LUBERFIN	\$29.44	\$1,059.84	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
86	AP3405	FILTER, FUEL (LUBER FINER) .PLEASE ENTER BRAND	EA	\$ 10.12	-42%	60	\$8.70	\$522.00	No Bid	No Bid	No Bid	No Bid		\$6.44	\$386.40	LFF8020/LUBERFIN	\$7.30	\$438.00	(A) HASTINGS	\$0.01	\$0.60	no bid	\$0.00	\$0.00			
87	AP3-4438	BEARING, 3 SPHERICAL LOWER HEIL .PLEASE	EA	\$ 92.02	95%	24	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$99.42	\$2,386.08	1107911	\$50.00	\$1,200.00			
88	AP372-1748	COIL KIT (HEIL, MTM) .PLEASE ENTER BRAND	EA	\$ 129.42	24%	30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$155.51	\$4,665.30	1144629	\$144.00	\$4,320.00			
89	AP3788	FILTER, FUEL FILTER (NAPA 3788, WIX 3372)	EA	\$ 23.39	-36%	36	\$37.88	\$1,363.68	No Bid	No Bid	No Bid	No Bid		\$18.71	\$673.56	LFF8063/LUBERFIN	\$14.91	\$536.76	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
90	AP3966	FILTER, FUEL FILTER (NAPA #3966, WIX 3396)	EA	\$ 13.18	-15%	12	\$11.34	\$136.08	No Bid	No Bid	No Bid	No Bid		\$13.23	\$158.76	LFF5632/LUBERFIN	\$10.39	\$124.68	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
91	AP3970	FILTER, FUEL FILTER (NAPA 3970, WIX 3396)	EA	\$ 42.55	-36%	12	\$26.40	\$316.80	No Bid	No Bid	No Bid	No Bid		\$29.60	\$355.20	LFF5423/LUBERFIN	\$25.80	\$309.60	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
92	AP3C329C165AA	RING O GASKETS (#39;06 AND UP POLICE)	EA	\$ 34.26		12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
93	AP3U2Z1S177AA	SEAL, REAL AXLE (#39;06 AND UP POLICE)	EA	\$ 10.44	-86%	24	\$7.44	\$178.56	No Bid	No Bid	No Bid	No Bid		\$2.00	\$48.00	8660S/NATIONAL	\$0.00	\$0.00	NO BID	\$0.01	\$0.24	no bid	\$0.00	\$0.00			
94	AP3W1Z1225AA	BEARING, REAR WHEEL (#39;06 AND UP POLICE)	EA	\$ 27.86	-61%	24	\$5.47	\$131.28	No Bid	No Bid	No Bid	No Bid		\$11.08	\$265.92	5707/BCA/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.24	no bid	\$0.00	\$0.00			
95	AP4071	FILTER, WATER(LUBER FINER LFW4071) .PLEASE	EA	\$ 5.38	-6%	48	\$6.54	\$313.92	No Bid	No Bid	No Bid	No Bid		\$5.54	\$265.92	LFW4071/LUBERFIN	\$6.05	\$290.40	(A) HASTINGS	\$0.01	\$0.48	no bid	\$0.00	\$0.00			
96	AP40812	LIGHT, TRACTOR UTILITY;BLACK ENAMEL	EA	\$ 11.19	-20%	48	\$217.00	\$10,416.00	No Bid	No Bid	No Bid	No Bid		\$10.75	\$516.00	64931/GROTE/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.48	no bid	\$0.00	\$0.00			
97	AP41852-08B	BREAK PAD AND PIN KIT (HARLEY DAVIDSON)	EA	\$ 54.95		12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
98	AP41854-08	BREAK PADS (HARLEY DAVIDSON) .PLEASE	EA	\$ 49.95		12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
99	AP42731	FILTER, AIR FILTER (NAPA 2731, WIX 4273)	EA	\$ 35.92	-36%	12	\$30.88	\$370.56	No Bid	No Bid	No Bid	No Bid		\$25.06	\$300.72	LAF1646/LUBERFIN	\$27.24	\$326.88	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
100	AP436	LIGHT, BACK-UP; 4 1/4 CLEAR LENS FLUSH	EA	\$ 4.49	-26%	18	\$1.82	\$32.76	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.18	no bid	\$0.00	\$0.00			
101	AP438	LIGHT, LICENSE;SNAP-IN UTILITY, CHROMIUM	EA	\$ 2.12	-17%	18	\$2.53	\$45.54	No Bid	No Bid	No Bid	No Bid		\$2.95	\$53.10	60101-5/GROTE/A	\$2.82	\$50.76	(A) GROTE / 6	\$0.01	\$0.18	no bid	\$0.00	\$0.00			
102	AP44082-00D	PAD, BREAK KIT (HARLEY DAVIDSON) .PLEASE	EA	\$ 51.95		15	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.15	no bid	\$0.00	\$0.00			
103	AP46804	FILTER, AIR (AC, FL GUARD, NAPA HASTINGS)	EA	\$ 7.50	-20%	20	\$7.09	\$141.80	No Bid	No Bid	No Bid	No Bid		\$10.04	\$200.80	AF1754/LUBERFIN	\$11.22	\$224.40	(A) HASTINGS	\$0.01	\$0.20	no bid	\$0.00	\$0.00			
104	AP471-00093	FILTER, OIL FILTER FOR 2006 DAEWOO MATIZ	EA	\$ 3.56	-13%	24	\$3.62	\$86.88	No Bid	No Bid	No Bid	No Bid		\$3.56	\$85.44	LFP780/LUBERFIN	\$0.00	\$0.00	NO BID	\$0.01	\$0.24	no bid	\$0.00	\$0.00			
105	AP475A	REFLECTOR;QUICK MOUNT ADHESIVE BACK	EA	\$ 3.69	-79%	60	\$0.61	\$36.60	No Bid	No Bid	No Bid	No Bid		\$0.66	\$39.60	40053-3/GROTE/A	\$0.50	\$30.00	(A) GROTE / 4	\$0.01	\$0.60	no bid	\$0.00	\$0.00			
106	AP475R	REFLECTOR;QUICK MOUNT ADHESIVE BACK	EA	\$ 0.66	17%	100	\$0.61	\$66.00	No Bid	No Bid	No Bid	No Bid		\$0.66	\$66.00	40052-3/GROTE/A	\$0.50	\$50.00	(A) GROTE / 4	\$0.01	\$1.00	no bid	\$0.00	\$0.00			
107	AP49082	CABIN FILTER (NAPA 9082, WIX 49082, LUBER	EA	\$ 18.39	-66%	20	\$9.02	\$180.40	No Bid	No Bid	No Bid	No Bid		\$6.83	\$136.60	CAF24016/LUBERFIN	\$7.51	\$150.20	(A) HASTINGS	\$0.01	\$0.20	no bid	\$0.00	\$0.00			
108	AP49886	FILTER, AIR FILTER (NAPA 9886, WIX 4988)	EA	\$ 41.03	-30%	12	\$35.28	\$423.36	No Bid	No Bid	No Bid	No Bid		\$31.25	\$375.00	LAF2886/LUBERFIN	\$32.30	\$387.60	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00			
109	AP5060920	SERP BELT (#39;06 to #39;11 CROWWIN VIKING)	EA	\$ 37.62	-61%	10	\$23.06	\$230.60	No Bid	No Bid	No Bid	No Bid		\$29.89	\$298.90	K060919/GATES/B	\$0.00	\$0.00	NO BID	\$0.01	\$0.10	no bid	\$0.00	\$0.00			
110	AP51660	FILTER, OIL FILTER (NAPA 1660, WIX 5166)	EA	\$ 15.16	-33%	36	\$13.04	\$469.44	No Bid	No Bid	No Bid	No Bid		\$11.10	\$399.60	LFP8642/LUBERFIN	\$12.28	\$442.08	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
111	AP57-10	WIPER, BLADE ASSY. HEAVY DUTY 20 (RIGID)	EA	\$ 7.75	-36%	36	\$7.05	\$253.80	No Bid	No Bid	No Bid	No Bid		\$10.89	\$392.04	57-10/ANCO/B	\$4.50	\$162.00	(A) ANCO / 31	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
112	AP57213	FILTER, OIL FILTER (NAPA 7213, WIX 5721)	EA	\$ 16.53	-39%	36	\$14.21	\$511.56	No Bid	No Bid	No Bid	No Bid		\$11.02	\$396.72	LP5048/LUBERFIN	\$12.65	\$455.40	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
113	AP57314	FILTER, OIL (LUBER FINER) .PLEASE ENTER BRAND	EA	\$ 9.85	-49%	80	\$12.24	\$979.20	No Bid	No Bid	No Bid	No Bid		\$9.85	\$788.00	LP2017/LUBERFIN	\$10.29	\$823.20	(A) HASTINGS	\$0.01	\$0.80	no bid	\$0.00	\$0.00			
114	AP57740XE	FILTER, TRANSMISSION FILTER (NAPA 7740)	EA	\$ 51.34	-36%	36	\$44.14	\$1,589.04	No Bid	No Bid	No Bid	No Bid		\$35.90	\$1,292.40	LH4582G/LUBERFIN	\$40.22	\$1,447.92	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00			
115	AP60-102	ALARM, BACK-UP; 12V 102+ DECIBELS VEHICLE	EA	\$ 20.91	49%	40	\$38.74	\$1,549.60	No Bid	No Bid	No Bid	No Bid		\$21.40	\$856.00	697097/VELVAC/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.40	no bid	\$0.00	\$0.00			
116	AP6014	LIGHT, SEAL BEAM/HALOGEN (GENERAL ELECTRIC)	EA	\$ 1.58	90%	30	\$7.52	\$226.60	No Bid	No Bid	No Bid	No Bid		\$7.04	\$211.20	H6024/WAGNER/A	\$8.25	\$247.50									



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor p.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE				NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE			
							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX				BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ			
							Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal														
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
139	AP6W7Z19D734AA	TUBE ASSY, A/C (#39;06 AND UP POLICE IM	EA	\$ 127.31	-17%	6	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		\$119.64	\$717.84	YF3223/MOTORCR	\$0.00	\$0.00	NO BID	\$0.01	\$0.06	no bid	\$0.00	\$0.00	
140	AP764P	PLUGS, SPARK PLATINUM (MOTORCRAFT	EA	\$ 4.99	-47%	48	\$211.00	\$10,128.00	▲ \$2.11	\$101.28	No Bid	No Bid	No Bid	No Bid		\$2.65	\$127.20	SP493/MOTORCRA	\$3.00	\$144.00	(A) MOTORCR	\$0.01	\$0.48	no bid	\$0.00	\$0.00	
141	AP7746	FILTER, OIL (LUBER FINER LFP9001) .PLEAS	EA	\$ 21.27	-8%	60	\$25.26	\$1,515.60			No Bid	No Bid	No Bid	No Bid		\$21.27	\$1,276.20	LFP9001/LUBERFIN	\$23.39	\$1,403.40	(A) HASTINGS	\$0.01	\$0.60	no bid	\$0.00	\$0.00	
142	AP7909	FILTER, OIL (2012 FREIGHTLINER, NAPA #7	EA	\$ 20.46	-39%	36	\$17.57	\$632.52	▲ \$17.59	\$633.24	No Bid	No Bid	No Bid	No Bid		\$18.80	\$676.80	LP5090/LUBERFIN	\$19.67	\$708.12	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00	
143	AP7W7Z107C	RIM, 17 (2010 FORD CROWN VIC) .PLEASE	EA	\$ 158.44		24	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.24	no bid	\$0.00	\$0.00	

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor p.m.

BIDDERS:							NON- RESPONSIVE NAPA AUTO PARTS MCALLEN, TX				NON- RESPONSIVE BATTERIES PLUS 354 PHARR, TX					NON- RESPONSIVE BURTON COMPANIES WESLACO, TX			NON-RESPONSIVE GONZALEZ AUTO PARTS LAREDO, TX			NON-RESPONSIVE MCNEILUS TRUCKS HOUSTON, TX			NON-RESPONSIVE WESTERN REFUSE & RECYCLING CHANDLER, AZ		
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal														
							Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
144	AP82436	MUD FLAP, 24W X 36L, THICKNESS: 1/2, P	EA	\$ 19.51	-46%	80	\$13.13	\$1,050.40			No Bid	No Bid	No Bid	No Bid		\$20.36	\$1,628.80	82436/KONETA/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.80	no bid	\$0.00	\$0.00	
145	AP87487	FILTER, AIR (LUBR FINER AF1519) .PLEASE	EA	\$ 6.91	0%	40	\$5.94	\$237.60			No Bid	No Bid	No Bid	No Bid		\$7.56	\$302.40	AF1519/LUBERFIN	\$7.21	\$288.40	(A) HASTINGS	\$0.01	\$0.40	no bid	\$0.00	\$0.00	
146	AP88B	CONNECTOR, 16-14 GAUGE, ELECTRICAL V	EA	\$ 0.16	-31%	400	\$0.34	\$136.00			No Bid	No Bid	No Bid	No Bid		\$0.16	\$64.00	STP131/STANDARD	\$0.00	\$0.00	NO BID	\$0.01	\$4.00	no bid	\$0.00	\$0.00	
147	AP8BC	12-10 GAUGE - TERMINAL WIRE BUTT CO	EA	\$ 0.11	36%	100	\$0.69	\$69.00			No Bid	No Bid	No Bid	No Bid		\$0.16	\$16.00	STP132/STANDARD	\$0.00	\$0.00	NO BID	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
148	AP8W128C607C	MOTOR, FAN RADIATOR (#39;06 AND UP	EA	\$ 232.06	-17%	8	\$50.44	\$403.52			No Bid	No Bid	No Bid	No Bid		\$214.50	\$1,716.00	RF272/MOTORCRA	\$0.00	\$0.00	NO BID	\$0.01	\$0.08	no bid	\$0.00	\$0.00	
149	AP9006	LIGHT, SEAL BEAM (AC,SYL,EVERBRITE) SY	EA	\$ 3.99	-55%	10	\$1.89	\$18.90			No Bid	No Bid	No Bid	No Bid		\$3.35	\$33.50	BP9006/WAGNER,	\$3.38	\$33.80	(A) EIKO / 900	\$0.01	\$0.10	no bid	\$0.00	\$0.00	
150	AP9007	LIGHT, SEAL BEAM (EVERBRITE 9007) SYL	EA	\$ 2.99	-33%	150	\$2.54	\$381.00			No Bid	No Bid	No Bid	No Bid		\$4.15	\$622.50	BP9007/WAGNER,	\$3.98	\$597.00	(A) EIKO / 900	\$0.01	\$1.50	no bid	\$0.00	\$0.00	
151	AP9030AS	LIGHT, STROBE/WARNING LIGHT, DOUBLE	EA	\$ 67.57	-13%	24	\$76.06	\$1,825.44			No Bid	No Bid	No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.24	no bid	\$0.00	\$0.00	
152	AP91649	TAPE, DUCT 1.87IN. X 60 YARD ROLL (CAN	RL	\$ 5.35	-25%	200	\$4.99	\$998.00			No Bid	No Bid	No Bid	No Bid		\$5.35	\$1,070.00	39721/CANTECH/A	\$0.00	\$0.00	NO BID	\$0.01	\$2.00	no bid	\$0.00	\$0.00	
153	AP9190	BRUSH, 6 WIRE BRUSH (CHAMP, BALKAM	EA	\$ 4.13	24%	30	\$9.78	\$293.40			No Bid	No Bid	No Bid	No Bid		\$3.65	\$109.50	1423-0083/FIREPC	\$0.00	\$0.00	NO BID	\$0.01	\$0.30	no bid	\$0.00	\$0.00	
154	AP9195	BRUSH, TOOL BRUSH (CHAMP,BALKAMP,	EA	\$ 3.90	0%	12	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		\$4.10	\$49.20	14000/LISLE/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00	
155	APA1096C	FILTER, AIR (AC, FL.GUARD,NAPA,HASTING	EA	\$ 4.39	-14%	18	\$2.73	\$49.14			No Bid	No Bid	No Bid	No Bid		\$5.80	\$104.40	AF1096/LUBERFIN	\$4.26	\$76.68	(A) HASTINGS	\$0.01	\$0.18	no bid	\$0.00	\$0.00	
156	APA55697	FILTER, AIR FILTER (2008 FORD F150 SUPE	EA	\$ 67.99	-36%	15	\$35.28	\$529.20			No Bid	No Bid	No Bid	No Bid		\$31.25	\$468.75	LAF2886/LUBERFIN	\$32.30	\$484.50	(A) HASTINGS	\$0.01	\$0.15	no bid	\$0.00	\$0.00	
157	APATC 20	FUSE, 20 AMP(BUZZ,LITTLE,NAPA,REDI) .	EA	\$ 0.70	-79%	100	\$0.28	\$28.00			No Bid	No Bid	No Bid	No Bid		\$1.79	\$179.00	ATO20BP/LITTLEFU	\$0.95	\$95.00	(A) LITTLE FUS	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
158	APATC 25	FUSE, 25 AMP (BUZZ,LITTLE,NAPA,REDI) .	EA	\$ 0.14	7%	60	\$0.28	\$16.80			No Bid	No Bid	No Bid	No Bid		\$1.79	\$107.40	ATO25BP/LITTLEFU	\$0.95	\$57.00	(A) LITTLE FUS	\$0.01	\$0.60	no bid	\$0.00	\$0.00	
159	APATC 30	FUSE, (LITTLE ATC30) .PLEASE ENTER BRA	EA	\$ 0.14	7%	100	\$0.28	\$28.00			No Bid	No Bid	No Bid	No Bid		\$1.79	\$179.00	ATO30BP/LITTLEFU	\$0.95	\$95.00	(A) LITTLE FUS	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
160	APATM 10	FUSE, MINI 10 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	80	\$3.78	\$302.40			No Bid	No Bid	No Bid	No Bid		\$2.39	\$191.20	MIN10BP/LITTLEFU	\$1.98	\$158.40	(A) LITTLE FUS	\$0.01	\$0.80	no bid	\$0.00	\$0.00	
161	APATM 15	FUSE, MINI 15 AMP (BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	100	\$3.78	\$378.00			No Bid	No Bid	No Bid	No Bid		\$2.39	\$239.00	MIN10BP/LITTLEFU	\$1.98	\$198.00	(A) LITTLE FUS	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
162	APATM 20	FUSE, MINI 20 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	120	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		\$2.39	\$286.80	MIN20BP/LITTLEFU	\$1.98	\$237.60	(A) LITTLE FUS	\$0.01	\$1.20	no bid	\$0.00	\$0.00	
163	APATM 25	FUSE, MINI 25 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.20	-25%	80	\$3.78	\$302.40			No Bid	No Bid	No Bid	No Bid		\$2.39	\$191.20	MIN25BP/LITTLEFU	\$1.98	\$158.40	(A) LITTLE FUS	\$0.01	\$0.80	no bid	\$0.00	\$0.00	
164	APATM 30	FUSE, MINI 30 AMP(BUZZ,LITTLE,NAPA,RE	EA	\$ 0.38	-61%	80	\$3.78	\$302.40			No Bid	No Bid	No Bid	No Bid		\$2.39	\$191.20	MIN30BP/LITTLEFU	\$1.98	\$158.40	(A) LITTLE FUS	\$0.01	\$0.80	no bid	\$0.00	\$0.00	
165	APATO	FUSE HOLDER (AMGUAGE, ECHLIN, NAPA,	EA	\$ 3.49	-96%	40	\$2.06	\$82.40			No Bid	No Bid	No Bid	No Bid		\$2.49	\$99.60	FHA30BP/LITTLEFU	\$0.00	\$0.00	NO BID	\$0.01	\$0.40	no bid	\$0.00	\$0.00	
166	APATO 10	FUSE, 10 AMP (BUZZ,LITTLE,NAPA, REDI,	EA	\$ 0.70	-79%	50	\$0.28	\$14.00			No Bid	No Bid	No Bid	No Bid		\$1.79	\$89.50	ATO10BP/LITTLEFU	\$0.95	\$47.50	(A) LITTLE FUS	\$0.01	\$0.50	no bid	\$0.00	\$0.00	
167	APATO 15	FUSE, 15 AMP (BUZZ,LITTLE,NAPA, REDI,	EA	\$ 0.14	7%	80	\$0.28	\$22.40			No Bid	No Bid	No Bid	No Bid		\$1.79	\$143.20	ATO15BP/LITTLEFU	\$0.95	\$76.00	(A) LITTLE FUS	\$0.01	\$0.80	no bid	\$0.00	\$0.00	
168	APB31-D	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 69.95	18%	150	\$88.44	\$13,266.00	\$88.44	\$13,266.00	\$79.99	\$11,998.50	No Bid	No Bid		\$83.68	\$12,552.00	31-950T/EAST PEN	\$117.02	\$17,553.00	(A) EXIDE / AB	\$0.01	\$1.50	no bid	\$0.00	\$0.00	
169	APB65-60	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 85.04	10%	240	\$89.77	\$21,544.80	\$89.77	\$21,544.80	\$75.52	\$18,124.80	\$79.99	\$19,197.60	SLI65M 875 CCA	\$79.35	\$19,044.00	UL65/EAST PENN/	\$86.35	\$20,724.00	(A) EXIDE / AB	\$0.01	\$2.40	no bid	\$0.00	\$0.00	
170	APB7000	BATTERY TERMINALS, LEAD TOP POST (BE	EA	\$ 0.75	5%	100	\$0.88	\$88.00			No Bid	No Bid	\$75.52	\$7,552.00		\$0.90	\$90.00	00369/ EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
171	APB75-50	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 48.48	26%	6	\$60.67	\$364.02			\$55.75	\$334.50	No Bid	No Bid		\$52.40	\$314.40	75-675/EAST PENN	\$69.83	\$418.98	(A) EXIDE / AB	\$0.01	\$0.06	no bid	\$0.00	\$0.00	
172	APB8-D	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 114.15	36%	8	\$170.64	\$1,365.12			\$140.00	\$1,120.00	\$55.75	\$446.00	SLI8DB 1100 CCA	\$124.81	\$998.48	8D-2/EAST PENN/A	\$183.94	\$1,471.52	(A) EXIDE / AB	\$0.01	\$0.08	no bid	\$0.00	\$0.00	
173	APBC20	CLEANER, BRAKE (JOHNSEN PRONTO 8177	CN	\$ 1.99	-15%	1,500.00	\$1.99	\$2,985.00			No Bid	No Bid	\$140.00	\$210,000.00		\$2.29	\$3,435.00	08880/3M/A	\$0.00	\$0.00	NO BID	\$0.01	\$15.00	no bid	\$0.00	\$0.00	
174	APBD125786	ROTOR, BRAKE REAR 2005-2007 FORD CR	EA	\$ 19.99	24%	100	\$41.44	\$4,144.00			No Bid	No Bid	No Bid	No Bid		\$47.05	\$4,705.00	680129/RAYBESTC	\$56.97	\$5,697.00	(A) RAYBESTO	\$0.01	\$1.00	no bid	\$0.00	\$0.00	
175	APBUB-72	BATTERY, BCI #34/78, (UNIVERSAL/TOP SI	EA	\$ 77.33	7%	50	\$85.00	\$4,250.00			\$75.00	\$3,750.00	No Bid	No Bid		\$82.40	\$4,120.00	UL34/78/EAST PEN	\$88.73	\$4,436.50	(A) EXIDE / AB	\$0.01	\$0.50	no bid	\$0.00	\$0.00	
176	APBW1210A936A	JEWEL, SENSOR JEWEL (#39;06 AND UP PC	EA	\$ 11.90		10	No Bid	No Bid			No Bid	No Bid	\$75.00	\$750.00		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.10	no bid	\$0.00	\$0.00	
177	APCJ8	SPARK PARK (AC, AUTOLITE, CHAMPION)	EA	\$ 1.49	13%	48	\$1.19	\$57.12			No Bid	No Bid	No Bid	No Bid		\$1.87	\$89.76	843/CHAMPION/A	\$2.25	\$108.00	(A) CHAMPION	\$0.01	\$0.48	no bid	\$0.00	\$0.00	
178	APCTP12	HORN, UNIVERSAL SET-LOW HIGH TONE	EA	\$ 12.25	31%	20	\$18.31	\$366.20			No Bid	No Bid	No Bid	No Bid		\$14.59	\$291.80	74100/FIAMM/A	\$14.69	\$293.80	(A) WOLO / 32	\$0.01	\$0.20	no bid	\$0.00	\$0.00	
179	APDG-491	COIL, IGNITION (MOTORCRAFT D6508) 20	EA	\$ 37.88	13%	36	\$23.09	\$831.24			No Bid	No Bid	No Bid	No Bid		\$49.80	\$1,792.80	FD503/STANDARD	\$0.00	\$0.00	NO BID	\$0.01	\$0.36	no bid	\$0.00	\$0.00	
180	APDS123	SWITCH, PUSH PULL (STD, ECHLIN, STD M	EA	\$ 2.50	26%	10	\$11.36	\$113.60			No Bid	No Bid	No Bid	No Bid		\$2.87	\$28.70	HP5180/STANDARD	\$3.60	\$36.00	(A) STANDARD	\$0.01	\$0.10	no bid	\$0.00	\$0.00	
181	APDS126	SWITCH, TOGGLE (STD,ECHLIN,STD MOTO	EA	\$ 2.50	16%	10	\$38.26	\$382.60			No Bid	No Bid	No Bid	No Bid		\$3.45	\$34.50	HP4810/STANDARD	\$6.39	\$63.90	(A) STANDARD	\$0.01	\$0.10	no bid	\$0.00	\$0.00	
182	APEWC-14EB	WIRING, ELECTRICAL BLACK 14 GA. (BWD	RL	\$ 9.99	40%	12	\$20.00	\$240.00			No Bid	No Bid	No Bid	No Bid		\$12.86	\$154.32	02410/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00	
183	APEWC-14ER	WIRING, ELECTRICAL RED 14 GA. (BWD)	RL	\$ 9.99	40%	12	\$20.00	\$240.00			No Bid	No Bid	No Bid	No Bid		\$12.86	\$154.32	02408/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.12	no bid	\$0.00	\$0.00	
184	APFA1634	FILTER, AIR (FRAM) FRAM# FA1634 .PLEAS	EA	\$ 7.07	-17%	90	\$6.82	\$613.80			No Bid	No Bid	No Bid	No Bid		\$8.13	\$731.70	AF1615/LUBERFIN	\$8.08	\$727.20	(A) HASTINGS	\$0.01	\$0.90	no bid	\$0.00	\$0.00	
185	APFF836DL	FILTER, FUEL FILTER (2008 F250 6.8 L #FF	EA	\$ 50.59	-37%	15	\$5.87	\$88.05			No Bid	No Bid	No Bid	No Bid		\$34.65	\$519.75	L4609F/LUBERFIN	\$0.00	\$0.00	NO BID	\$0.01	\$0.15	no bid	\$0.00	\$0.00	
186	APFREON-R134	FREON, A/C R134; 30 LB CYLINDER (DU PC	CYL	\$ 70.00																							



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
 9 a.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE				NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE				
							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX				BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ	
							Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal												
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
210	APPF1218	FILTER, OIL (AC, FL.GUARD, NAPA, HASTIN	EA	\$ 3.42	-45%	12	\$1.38	\$16.56			No Bid	No Bid		\$2.59	\$31.08	PH1218/LUBERFIN	\$2.57	\$30.84	(A) HASTINGS	\$0.01	\$0.12	no bid	\$0.00	\$0.00	
211	APPF16	FILTER, OIL HYDRAULIC (AC, FL.GUARD,NA	EA	\$ 3.03	-8%	24	\$4.25	\$102.00			No Bid	No Bid		\$3.03	\$72.72	LFP1652/LUBERFIN	\$3.45	\$82.80	(A) HASTINGS	\$0.01	\$0.24	no bid	\$0.00	\$0.00	
212	APPF20	FILTER, OIL (PROGAUGE PG04670) .PLEAS	EA	\$ 1.50	13%	36	\$1.38	\$49.68			No Bid	No Bid		\$3.45	\$124.20	PH253/LUBERFINE	\$2.53	\$91.08	(A) HASTINGS	\$0.01	\$0.36	no bid	\$0.00	\$0.00	
213	APPF40	FILTER, OIL (LUBER FINER PH47) .PLEASE E	EA	\$ 1.50	3%	60	\$1.38	\$82.80			No Bid	No Bid		\$2.41	\$144.60	PH47/LUBERFINER	\$2.57	\$154.20	(A) HASTINGS	\$0.01	\$0.60	no bid	\$0.00	\$0.00	
214	APPF45	FILTER, OIL (PRO-GAUGE PGOS288) .PLEAS	EA	\$ 1.50	-7%	200	\$1.38	\$276.00			No Bid	No Bid		\$2.97	\$594.00	PH59/LUBERFINER	\$2.55	\$510.00	(A) HASTINGS	\$0.01	\$2.00	no bid	\$0.00	\$0.00	



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor

m.

							NON- RESPONSIVE				NON- RESPONSIVE				NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE							
BIDDERS:							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX				BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ				
							Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal															
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment			
281	AP0929042	BEARING, REAR INNER 2006 BLUEBIRD NO	EA	\$ 43.92		2	No Bid	No Bid			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
282	AP0929059	BEARING, REAR OUTER 2006 BLUEBIRD (R	EA	\$ 16.95		2	No Bid	No Bid			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
283	AP093-2292	GEAR, GRIP WITH SPACER, 3WF093-2292	EA	\$ 168.00	78%	2	\$301.65	\$603.30			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$314.25	\$628.50	620752	\$190.00	\$380.00	WRRE
284	AP093-2737	GEAR, GRIP WITH SPACER (HEIL 093-2737	EA	\$ 210.00	63%	2	\$301.65	\$603.30			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$327.20	\$654.40	1141050	\$190.00	\$380.00	WRRE
285	AP093-2820	ARM, GRIP CRANK ASSEMBLY (HEIL 093-2	EA	\$ 340.00	29%	2	\$363.80	\$727.60			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$433.96	\$867.92	1141051	\$240.00	\$480.00	WRRE
286	AP108-4870	SWITCH, LIMIT LOADER 108-4870 (HEIL) 3	EA	\$ 58.73	20%	2	\$88.65	\$177.30			No Bid	No Bid		No Bid	No Bid		\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$90.13	\$180.26	1107905	\$63.00	\$126.00	Honeywell

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
 Date: 7/13/2024 9:00 a.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE					NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE				
							NAPA AUTO PARTS				BATTERIES PLUS 354					BURTON COMPANIES			GONZALEZ AUTO PARTS			MCNEILUS TRUCKS			WESTERN REFUSE & RECYCLING				
							MCALLEN, TX		PHARR, TX		WESLACO, TX			LAREDO, TX			HOUSTON, TX			CHANDLER, AZ									
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal			Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment		
							Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment													Item Bid	Extended Bid
287	AP108-5031	SWITCH, LIMIT BODY PACKER 108-5031 (	EA	\$ 58.99	48%	2	\$93.37	\$186.74			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$59.73	\$119.46	620741	\$81.00	\$162.00	Honeywell
288	AP108-5694	BOARD, COORDINATOR (HEIL) (MAC) 3W	EA	\$ 47.50	94%	2	\$57.85	\$115.70			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$53.75	\$107.50	1107922	\$60.00	\$120.00	WRRE
289	AP108-5986-220	SWITCH, PRESSURE 2200 PSI, (PART#0630	EA	\$ 55.89	109%	2	\$80.17	\$160.34			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$56.51	\$113.02	1105620	\$55.00	\$110.00	Nason
290	AP108-6836	SWITCH, PRESSURE PSI 2000 NON-STOCK	EA	\$ 47.62	146%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$68.31	\$136.62	1105621	\$60.00	\$120.00	Nason
291	AP108-7697	BOARD, COORDINATOR II (HEIL, W.R.R.E.)	EA	\$ 165.00	425%	2	\$219.85	\$439.70			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$822.49	\$1,644.98	1143763	\$145.00	\$290.00	WRRE
292	AP108-7697-001	HARNES, YELLOW (OSHKOSH, MCNEILUS)	EA	\$ 30.00	62%	2	\$40.24	\$80.48			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$38.34	\$76.68	1144358	\$30.00	\$60.00	WRRE
293	AP108-7697-002	HARNES, BLUE (OSHKOSH, MCNEILUS) N	EA	\$ 25.71	212%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	1144359..???	\$30.00	\$60.00	WRRE
294	AP111R	LIGHT ASSEMBLY, RED MARKER; TRI-LIGH	EA	\$ 6.59		2	\$17.70	\$35.40			No Bid	No Bid	No Bid	No Bid			49002/GROTE/B	\$8.74	\$17.48		\$9.00	\$18.00	(A) GROTE / 4	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
295	AP114810-007	FILTER, AIR (RACOR, WIX) NON-STOCK ITE	EA	\$ 41.35	-23%	2	\$46.04	\$92.08			No Bid	No Bid	No Bid	No Bid			LAF22026/LUBERF	\$34.80	\$69.60		\$37.35	\$74.70	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
296	AP124A	LIGHT, AMBER ALUMINUM ARMORED VIB	EA	\$ 4.52	29%	2	\$7.78	\$15.56			No Bid	No Bid	No Bid	No Bid			46893/GROTE/A	\$6.85	\$13.70		\$7.50	\$15.00	(A) GROTE / 4	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
297	AP124R	LIGHT, RED ALUMINUM ARMORED VIBAR	EA	\$ 4.51	29%	2	\$8.32	\$16.64			No Bid	No Bid	No Bid	No Bid			46892/GROTE/A	\$6.85	\$13.70		\$6.96	\$13.92	(A) GROTE / 4	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
298	AP1318	PRIMER, GREY SPRAY (KRYLON, COLORPLA	CN	\$ 1.33	350.4%	2	\$6.55	\$13.10			No Bid	No Bid	No Bid	No Bid			BT49/KRYLON/A	\$2.95	\$5.90		\$2.40	\$4.80	(A) GENERAL P	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
299	AP1334	FILTER, OIL (AC, FL.GUARD,NAPA,HASTING	EA	\$ 2.98	-45%	2	\$2.36	\$4.72			No Bid	No Bid	No Bid	No Bid			PH2808/LUBERFIN	\$3.30	\$6.60		\$3.25	\$6.50	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
300	AP1394	FILTER, OIL (AC,FL.GUARD,NAPA,HASTING	EA	\$ 1.44	10%	2	\$2.36	\$4.72			No Bid	No Bid	No Bid	No Bid			PH2840/LUBERFIN	\$3.54	\$7.08		\$2.88	\$5.76	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
301	AP1401	PAINT, SILVER SPRAY (KRYLON, COLORPLA	CN	\$ 1.11	377%	2	\$5.99	\$11.98			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
302	AP1501	PAINT, GLOSS WHITE SPRAY (KRYLON, CO	CN	\$ 1.11	323%	2	\$5.99	\$11.98			No Bid	No Bid	No Bid	No Bid			BT40/KRYLON/A	\$2.95	\$5.90		\$2.40	\$4.80	(A) BRITETOU	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
303	AP1601	PAINT, GLOSS BLACK SPRAY (KRYLON, CO	CN	\$ 1.11	323%	2	\$5.99	\$11.98			No Bid	No Bid	No Bid	No Bid			BT42/KRYLON/A	\$2.95	\$5.90		\$2.40	\$4.80	(A) BRITETOU	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
304	AP1602	FILTER, OIL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 5.82	-45%	2	\$4.42	\$8.84			No Bid	No Bid	No Bid	No Bid			LFP3900/LUBERFIN	\$3.49	\$6.98		\$3.19	\$6.38	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
305	AP1749	FILTER, OIL (AC, FL.GUARD, NAPA,HASTIN	EA	\$ 9.65	-13%	2	\$14.84	\$29.68			No Bid	No Bid	No Bid	No Bid			LFP777B/LUBERFIN	\$9.19	\$18.38		\$10.49	\$20.98	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
306	AP1759	FILTER, OIL HYDRAULIC (AC, FL.GUARD, N	EA	\$ 14.88	-63%	2	\$11.30	\$22.60			No Bid	No Bid	No Bid	No Bid			LFP449/LUBERFIN	\$6.00	\$12.00		\$7.08	\$14.16	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
307	AP177-3207	TUBE, ROLLER (HEIL, MTM, W.R.R.E., MCN	EA	\$ 6.66	80%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$5.66	\$11.32	1131708	\$8.00	\$16.00	WRRE
308	AP1803	PAINT, CATERPILLAR YELLOW SPRAY (KRY	CN	\$ 1.29	116%	2	\$5.49	\$10.98			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$4.67	\$9.34	(A) BRITETOU	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
309	AP1816	LIGHT, BULB AUTOMOTIVE (AC,SYL,EVERE	EA	\$ 0.15	33%	2	\$1.19	\$2.38			No Bid	No Bid	No Bid	No Bid			1816/WAGNER/A	\$0.40	\$0.80		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
310	AP1928	PAINT, GLOSS CHRYSLER BLUE (KRYLON, C	CN	\$ 1.30	406.9%	2	\$6.49	\$12.98			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
311	AP2001	PAINT, HUNTER GREEN SPRAY (KRYLON, C	CN	\$ 1.42	307.7%	2	\$5.61	\$11.22			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
312	AP2106	PAINT, FORD RED SPRAY (KRYLON, COLOR	CN	\$ 1.11	160%	2	\$6.49	\$12.98			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$2.40	\$4.80	(A) BRITETOU	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
313	AP220	SANDPAPER, GRIT 220 100 SHEETS/BX (3	EA	\$ 1.13	-21.2%	2	\$0.91	\$1.82			No Bid	No Bid	No Bid	No Bid			32043/3M/A/ PK C	\$5.65	\$11.30		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
314	AP25820	RAISE, FRONT OUTER BEARING 2005 GOSH	EA	\$ 6.09	31%	2	\$10.44	\$20.88			No Bid	No Bid	No Bid	No Bid			25820/BCA/A	\$8.16	\$16.32		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
315	AP25877	BEARING, FRONT OUTER 2005 GOSHEN B	EA	\$ 9.35	39%	2	\$17.40	\$34.80			No Bid	No Bid	No Bid	No Bid			25877/BCA/A	\$12.53	\$25.06		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
316	AP2648	FILTER, AIR(AC,FL.GUARD,NAPA,HASTING	EA	\$ 11.59	21%	2	\$19.25	\$38.50			No Bid	No Bid	No Bid	No Bid			LAF414/LUBERFIN	\$14.35	\$28.70		\$14.82	\$29.64	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
317	AP2676	FILTER,AIR (AC,FL.GUARD,NAPA,HASTING	EA	\$ 21.72	-14%	2	\$28.11	\$56.22			No Bid	No Bid	No Bid	No Bid			LAF926/LUBERFIN	\$20.41	\$40.82		\$21.23	\$42.46	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
318	AP2TY3	STRAP, 3 UV CABLE TIE STRAP, ULTRA VIO	EA	\$ 0.03		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			46-104UVB/VELVA	\$2.79	\$5.58		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
319	AP3097	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 12.05	-83%	2	\$8.46	\$16.92			No Bid	No Bid	No Bid	No Bid			GF115/LUBERFINE	\$4.59	\$9.18		\$4.75	\$9.50	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
320	AP31-2977-01	CYLINDER ,AIR HEIL NON-STOCK ITEM .PLE	EA	\$ 54.73	191%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$83.61	\$167.22	1105987	\$0.00	\$0.00	
321	AP31-3215	STICK, JOY (HEIL,MTM,PACKERS) NON-STC	EA	\$ 280.00	123%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$439.63	\$879.26	614035	\$325.00	\$650.00	Apsco
322	AP31-5986-60	Cartridge, 2-Way NO (#8 SAE) NON-STOCK	EA	\$ 73.78	148%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			NO BID	\$0.00	\$0.00		\$0.00	\$0.00	NO BID	\$130.10	\$260.20	1141059	\$0.00	\$0.00	
323	AP320	SANDPAPER, GRIT 320 100 SHEETS/BX (3	EA	\$ 1.13	-21.2%	2	\$0.91	\$1.82			No Bid	No Bid	No Bid	No Bid			32040/3M/A/PK C	\$5.65	\$11.30		\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
324	AP3216	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 5.21	0%	2	\$8.36	\$16.72			No Bid	No Bid	No Bid	No Bid			LFP431F/LUBERFIN	\$5.68	\$11.36		\$6.57	\$13.14	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
325	AP3351	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 2.73	14%	2	\$5.21	\$10.42			No Bid	No Bid	No Bid	No Bid			FP230F/LUBERFIN	\$3.91	\$7.82		\$3.69	\$7.38	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
326	AP33531	FILTER, FUEL (AC, FL.GUARD, NAPA, HAST	EA	\$ 8.50	-8%	2	\$15.65	\$31.30			No Bid	No Bid	No Bid	No Bid			LFF8215/LUBERFIN	\$8.51	\$17.02		\$9.48	\$18.96	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
327	AP3358	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 7.55	-53%	2	\$5.73	\$11.46			No Bid	No Bid	No Bid	No Bid			LFF3521/LUBERFIN	\$6.32	\$12.64		\$8.35	\$16.70	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
328	AP3376	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 6.92																									



Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
p.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE				NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE							
							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX				BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ				
Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal																						
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment			
353	AP6522	FILTER, AIR (FRAM) NAPA# 6522 NON-STC	EA	\$ 28.27	-65%	2	\$13.22	\$26.44			No Bid	No Bid	No Bid	No Bid			\$10.87	\$21.74	LAF9410/LUBERFIN	\$11.68	\$23.36	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
354	AP6596	FILTER, AIR (FRAM) NAPA# 6596 NON-STC	EA	\$ 26.85	9%	2	\$37.24	\$74.48			No Bid	No Bid	No Bid	No Bid			\$31.97	\$63.94	LAF4365/LUBERFIN	\$33.08	\$66.16	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
355	AP6880	FILTER, AIR (AC, FL.GUARD,NAPA,HASTING	EA	\$ 45.29	-8%	2	\$53.92	\$107.84			No Bid	No Bid	No Bid	No Bid			\$45.50	\$91.00	LAF2550/LUBERFIN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
356	AP6RC10	12-10 GAUGE- RING TONGUE NYLON INSU	EA	\$ 0.08	87.5%	2	\$165.00	\$330.00			No Bid	No Bid	No Bid	No Bid			\$0.16	\$0.32	STP127/STANDARD	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
357	AP72937	NUT, WHEEL LUG 2006 BLUEBIRD BUS (CA	EA	\$ 3.09		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
358	AP80	SANDPAPER, GRIT 80 100 SHEETS/BX (3M	EA	\$ 0.28	421%	2	\$1.25	\$2.50			No Bid	No Bid	No Bid	No Bid			\$5.54	\$11.08	32115/3M/A/PK O	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)

9 a.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE					NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE					
							NAPA AUTO PARTS				BATTERIES PLUS 354					BURTON COMPANIES			GONZALEZ AUTO PARTS			MCNEILUS TRUCKS			WESTERN REFUSE & RECYCLING		
							MCALLEN, TX				PHARR, TX					WESLACO, TX			LAREDO, TX			HOUSTON, TX			CHANDLER, AZ		
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal			Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment
							Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment												
359	AP8001	ADHESIVE,WEATHERSTRIP (3M,MASTER,N	EA	\$ 5.99	-53%	2	\$6.06	\$12.12			No Bid	No Bid	No Bid	No Bid	\$5.65	\$11.30	8001/3M/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
360	AP-87725	FILTER, AIR (AC,FRAM,NAPA,HASTING,WI	EA	\$ 10.63	-6%	2	\$26.84	\$53.68			No Bid	No Bid	No Bid	No Bid	\$10.84	\$21.68	AF3590/LUBERFIN	\$10.33	\$20.66	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
361	AP9005	LIGHT, SEAL BEAM (AC,SYL,EVERBRITE)SY	EA	\$ 4.85	-60%	2	\$5.44	\$10.88			No Bid	No Bid	No Bid	No Bid	\$3.35	\$6.70	BP9005/WAGNER	\$3.75	\$7.50	(A) EIKO / 900	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
362	AP91371	FILE, FLAT 10 (CHAMP, PERFORMANCE TO	EA	\$ 3.89	-16.2%	2	\$12.45	\$24.90			No Bid	No Bid	No Bid	No Bid	\$7.15	\$14.30	21839/NICHOLSON	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
363	AP91379	FILE, TRIANGLE (CHAMP, CENTURY) NON-	EA	\$ 3.40		2	\$10.48	\$20.96			No Bid	No Bid	No Bid	No Bid	\$4.40	\$8.80	21866/NICHOLSON	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
364	AP91468	MIRROR, CONVEX 3 3/4 (CHAMP,PM,GRO	EA	\$ 1.05		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$1.95	\$3.90	723065/VELVAC/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
365	AP9162	BRUSH, 8 HANDLE BRUSH, NYLON (CHAM	EA	\$ 3.95		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
366	AP-A06-44025-000	SWITCH, TURN SIGNAL2005 GOSHEN BUS	EA	\$ 112.39		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
367	APA1208C	Filter, Air (AC, FL.GUARD,NAPA, HASTING,	EA	\$ 3.48	-11%	2	\$4.23	\$8.46			No Bid	No Bid	No Bid	No Bid	\$5.65	\$11.30	AF7872/LUBERFIN	\$4.89	\$9.78	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
368	AP-A1-3111N3784	SPINDLE, LEFT SIDE 2005 GOSHEN BUSES	EA	\$ 332.79		2	\$668.88	\$1,337.76			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
369	AP-A1-3111P3786	SPINDLE, RIGHT SIDE 2005 GOSHEN BUSE	EA	\$ 329.58		2	\$655.10	\$1,310.20			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
370	APACD51	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 2.36	6%	2	\$3.61	\$7.22			No Bid	No Bid	No Bid	No Bid	\$2.72	\$5.44	L296F/LUBERFINER	\$3.00	\$6.00	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
371	APAF2279	FILTER,AIR (AC,FL.GUARD,NAPA,HASTING,	EA	\$ 10.85	11%	2	\$12.25	\$24.50			No Bid	No Bid	No Bid	No Bid	\$13.11	\$26.22	LAF8195/LUBERFIN	\$9.86	\$19.72	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
372	APAF4878	FILTER, AIR (AC, FL.GUARD #4878, NAPA #	EA	\$ 17.30	-14%	2	\$19.81	\$39.62			No Bid	No Bid	No Bid	No Bid	\$16.16	\$32.32	LAF1878/LUBERFIN	\$17.30	\$34.60	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
373	AP-ASL-0204002782	CALIPER, BRAKE REAR, 2005 GOSHEN BUS	EA	\$ 159.99	-38%	2	\$83.54	\$167.08			No Bid	No Bid	No Bid	No Bid	\$201.80	\$403.60	55850ZOH/BENDIX	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
374	AP-ASL-0204002785	CALIPER, BRAKE FRONT 2005 GOSHEN BU	EA	\$ 125.00	-20%	2	\$83.54	\$167.08			No Bid	No Bid	No Bid	No Bid	\$176.00	\$352.00	55849ZOH/BENDIX	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
375	APASL4153300	BRAKE, DISC PAD REAR 2004 GOSHEN FR	SET	\$ 60.50	-1%	2	\$80.79	\$161.58			No Bid	No Bid	No Bid	No Bid	\$90.96	\$181.92	MKD786A/BENDIX	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
376	APASL4153301	BRAKE, DISC PAD FRONT 2004 GOSHEN FR	SET	\$ 54.18	11%	2	\$88.20	\$176.40			No Bid	No Bid	No Bid	No Bid	\$95.65	\$191.30	MKD786/BENDIX/	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
377	APB206	BRUSH, BATTERY TERMINAL CLEANING BR	EA	\$ 1.45	10%	2	\$6.29	\$12.58			No Bid	No Bid	No Bid	No Bid	\$1.45	\$2.90	00254/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
378	APB23102	TERMINAL, SIDE POST LEAD BATTERY CHA	EA	\$ 0.98	-19%	2	\$1.99	\$3.98			No Bid	No Bid	No Bid	No Bid	\$1.10	\$2.20	00351/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
379	APB24-60	BATTERY, 515CCA 12 VOLT, STATE DESCR	EA	\$ 48.00	57.1%	3	\$186.25	\$558.75			\$55.00	\$165.00	No Bid	No Bid	\$65.09	\$195.27	UL-24/EAST PENN	\$59.65	\$178.95	(A) EXIDE / 24	\$0.01	\$0.03	no bid	\$0.00	\$0.00		
380	APB27-60	BATTERY, 650CCA 12 VOLT, STATE DESCR	EA	\$ 50.34	64.8%	3	\$209.19	\$627.57			\$74.00	\$222.00	\$55.00	\$165.00	\$70.83	\$212.49	UL-27/EAST PENN	\$77.93	\$233.79	(A) EXIDE / AB	\$0.01	\$0.03	no bid	\$0.00	\$0.00		
381	APB30-H	BATTERIES, STORAGE, WET, MUST MEET	EA	\$ 55.86	70.2%	2	\$94.16	\$188.32			\$78.00	\$156.00	\$74.00	\$165.00	\$75.80	\$151.60	30H-3/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
382	APB61001	Lens, Turn Signal, Passenger Side 2005 G	EA	\$ 49.48		2	No Bid	No Bid			No Bid	No Bid	\$78.00	\$156.00	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
383	APB61002	Lens, Turn Signal, Driver Side 2005 GOS	EA	\$ 41.91		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
384	APB62010	Lens, Headlamp, Driver Side 2005 GOSHE	EA	\$ 331.02		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
385	APD6176M	ROTOR, BRAKE FRONT REAR 2004 GOSHE	EA	\$ 81.80	10%	2	\$139.61	\$279.22			No Bid	No Bid	No Bid	No Bid	\$127.52	\$255.04	E14550/EUCLLID/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
386	APE1P6	RELAY, IMPULSE (HEIL) NON-STOCK ITEM	EA	\$ 34.00	112%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$54.51	\$109.02	1105796	\$0.00	\$0.00		
387	APEWC-16EB	WIRING, ELECTRICAL BLACK 16 GA. (BWD	RL	\$ 9.99	-99%	2	\$22.00	\$44.00			No Bid	No Bid	No Bid	No Bid	\$9.50	\$19.00	02360/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
388	APEWC-16ER	WIRING, ELECTRICAL RED 16 GA. (BWD) (	RL	\$ 9.99	-99%	2	\$22.00	\$44.00			No Bid	No Bid	No Bid	No Bid	\$9.50	\$19.00	02358/EAST PENN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
389	APFRI213-106	WHEEL, BLOWER VOLVO #1118417 NON	EA	\$ 6.69		2	\$10.25	\$20.50			No Bid	No Bid	No Bid	No Bid	\$14.93	\$29.86	18-1004/TRUCKAIR	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
390	APG3850	FILTER, FUEL (AC,FL.GUARD,NAPA,HASTIN	EA	\$ 5.33	-44%	2	\$7.48	\$14.96			No Bid	No Bid	No Bid	No Bid	\$3.50	\$7.00	GF247/LUBERFINE	\$4.44	\$8.88	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
391	APGATES-25170-0808	COUPLING, 1/2X8 MEGACRIMP-G25 SERIE	EA	\$ 4.98	22.5%	2	\$6.71	\$13.42			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
392	APGATES-25170-0810	COUPLING, 1/2X10 MEGACRIMP-G25 SER	EA	\$ 5.46	27.5%	2	\$7.62	\$15.24			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
393	APGATES-25180-0606	COUPLING ELL, 3/8 MEGACRIMP-G25 SER	EA	\$ 6.73	94.5%	2	\$14.33	\$28.66			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
394	APGATES-25180-1212	COUPLING ELL, 3/4 MEGACRIMP-G25 SER	EA	\$ 21.84	22.2%	2	\$29.30	\$58.60			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
395	APGATES-85601	HOSE, 3/8 M2T MEGAFLEX 2- WIRE BRAID	FT	\$ 1.91	90.1%	2	\$3.88	\$7.76			No Bid	No Bid	No Bid	No Bid	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
396	APGF14-90	1/4 - 90 GREASE FITTING-90 DEGREE-(RA	EA	\$ 0.64	-52%	2	\$0.51	\$1.02			No Bid	No Bid	No Bid	No Bid	\$1.00	\$2.00	5410/LINCOLN/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
397	APGF14SST	1/4 GREASE FITTING-SHORT STRAIGHT- (R	EA	\$ 0.20	-45%	2	\$0.54	\$1.08			No Bid	No Bid	No Bid	No Bid	\$0.25	\$0.50	5010/LINCOLN/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
398	APGF18LST	1/8 GREASE FITTING-STRAIGHT-(RAM# GF	EA	\$ 0.36	-47%	2	\$1.39	\$2.78			No Bid	No Bid	No Bid	No Bid	\$0.45	\$0.90	5000/LINCOLN/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
399	APGF481	FILTER, FUEL (AC, FL.GUARD,NAPA,HASTIN	EA	\$ 1.99	-12%	2	\$6.94	\$13.88			No Bid	No Bid	No Bid	No Bid	\$4.06	\$8.12	GF111/LUBERFINE	\$5.97	\$11.94	(A) HASTINGS	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
400	APGOJO	CREAM, HAND CREAM, 18 OZ. (GO-JO #1	CN	\$ 1.79	22.3%	2	\$2.29	\$4.58			No Bid	No Bid	No Bid	No Bid	\$1.85	\$3.70	1141/GOJO/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00		
401	AP-GT4080825	BELT, ENGINE FAN 2005 GOSHEN BUSES (	EA	\$ 23.35	38%	2	\$41.66	\$83.32			No Bid	No Bid	No Bid	No Bid	\$41.70	\$83.40	K080825/GATES/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
402	AP-JM207010	RAISE, FRONT INNER BEARING 2005 GOSH	EA	\$ 10.49	41%	2	\$17.96	\$35.92			No Bid	No Bid	No Bid	No Bid	\$13.96	\$27.92	JM207010/TIMKEN	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid				

Bid Opening: 07-13-SP29-125 AUTOMOTIVE/TRUCK PARTS - SUPPLY CONTRACT

Location: Conference Room (2nd Floor)
p.m.

BIDDERS:							NON- RESPONSIVE				NON- RESPONSIVE					NON- RESPONSIVE			NON-RESPONSIVE			NON-RESPONSIVE						
							NAPA AUTO PARTS MCALLEN, TX				BATTERIES PLUS 354 PHARR, TX					BURTON COMPANIES WESLACO, TX			GONZALEZ AUTO PARTS LAREDO, TX			McNEILUS TRUCKS HOUSTON, TX			WESTERN REFUSE & RECYCLING CHANDLER, AZ			
Electronic Submittal		Hard Copy Submittal		Hard Copy Submittal		Electronic Submittal																						
No.	Internal Ref. Number	Description	UOM	Historical Price	% Price Change	QTY	Item Bid	Extended Bid	Item Bid	Extended Bid	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment	Item Bid	Extended Bid	Comment			
425	APV413	LIGHT, STOP-TURN TAIL RED LENS-FLUSH	EA	\$ 4.21	18%	2	\$7.12	\$14.24			No Bid	No Bid	No Bid	No Bid			\$7.25	\$14.50	50232-5/GROTE/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
426	APVARSOL	CLEANER, SOLVENT-VARSOL 55 GALLON D	DM	\$ 101.67		2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			\$455.00	\$910.00	VAR55/VARSOL/A	\$0.00	\$0.00	NO BID	\$0.01	\$0.02	no bid	\$0.00	\$0.00	
427	APX28.0	PINS, CYLINDER 1 DIA. HEIL NON-STOCK IT	EA	\$ 10.12	46%	2	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid			\$0.00	\$0.00	NO BID	\$0.00	\$0.00	NO BID	\$9.64	\$19.28	1107913	\$0.00	\$0.00	
					6%																							
					9%																							
				Net Increase	8%																							
SUBTOTAL:							\$211,757.41				\$36,320.80					\$239,539.60			\$156,549.89			\$127,851.68			\$80,397.47			
ELECTRONIC BID SUBMITTED:							YES				YES					YES			YES			YES						
HARD COPY SUBMITTED:							YES				YES					NO			NO			NO						
							▲ Bid prices on Hard Copy do not macth electronic submitted				▲ Bid pricing reflected on wrong line.																	
							▲ Bid pricing reflected on wrong line																					

STANDARDIZED RECOMMENDATION FORM

4

CITY COMMISSION	<u> X </u>	AGENDA ITEM	
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>10/3/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>10/14/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Budget Amendment-Refurbish one (1) 1992 Oshkosh TA-1500 ARFF Vehicle (Aircraft Rescue Fire Fighting) Project #05-13-P36-12

2 Party Making Request: Fire Department

3 Nature of Request: (Brief Overview) Attachments: X Yes No
 Staff requests authorization to award a purchase contract to the low bidder Fire Trucks Unlimited, LLC, from Henderson, Nevada, in the amount of \$185,980. (Bid tabulation is attached).
 (This 21 year old unit shall be refurbished through an Airport Improvement Project (AIP) Grant funding \$100,000 and a Budget Amendment in the amount of \$85,980, of which \$50,000 is being rolled over from last year. There are no plans to purchase a new unit for at least another five (5) years.

4 Policy Implication: _____

5 Budgeted: Yes X No N/A

	Estimated	\$185,980
544-8708-446-6614-CA4401	Airport Improvement Proj 44	\$100,000
	Budget Amendment	\$85,980

**\$50,000 rolled over from last year's budget 678-6382-426-66-14-EC1311

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) <u>Phil Brown</u> Aviation Director	<u> </u>	<u> </u>	<u> </u>
b) <u>Jerry W. Dale</u> Finance Director	<u> </u>	<u> </u>	<u> </u>
<u>Rafael Balderas</u> Fire Chief	<u> RB </u>	<u>10/8/13</u>	<u> yes </u>
<u>Sandra Zamora, CPM</u> Purchasing Director	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: Staff recommends approval of Budget Amendment.

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: Approved Disapproved None

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2013/2014 EFFECTIVE OCTOBER 1, 2012, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$35,980.00 FOR THE REFURBISHING OF THE FIRE DEPARTMENT'S 1992 OSHKOSH ARFF UNIT.

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 2013/2014. Such budget was effective October 1, 2013 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 2013/2014 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 2013/2014 which became effective October 1, 2013 as set out in Ordinance 2013-73 adopted on September 23, 2013 is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

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

SECTION V: The City Secretary of the City of McAllen is hereby directed not to

publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

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

CONSIDERED, PASSED and APPROVED this 14th day of October, 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 October, 2013.

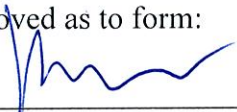
CITY OF McALLEN, TEXAS

James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Approved as to form:



Kevin D. Pagan, City Attorney

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
678	6382	426	6614	EC1311	GENERAL DEPRECIATION FUND	\$ -	\$ 85,980		\$ 85,980
678	0000	280	9900		GENERAL DEPRECIATION FUND BALANCE	\$ 12,904,508		\$ 85,980	\$ 12,818,528
TOTALS						\$ 12,904,508	\$ 85,980	\$ 85,980	\$ 12,904,508

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION: Refurbish (1) 1992 Oshkosh TA-1500 ARFF Vehicle (Aircraft Rescue Fire Fighting) Project #05-13-P36-12.

Department Head Approval



10/8/2013

Signature

Date

Finance Department

Signature

Date

City Manager

Signature

Date

STANDARDIZED RECOMMENDATION FORM

5

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

AGENDA ITEM _____
DATE SUBMITTED 10/7/2013
MEETING DATE 10/14/2013

1 Agenda Item: Resolution in support of STC Bond and Maintenance Election

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: X Yes No
South Texas College is requesting that the City of McAllen approve a resolution in support of the Bond and Maintenance Election to be held on November 5, 2013.

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No x N/A

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

6 Alternate option costs: _____

7 Routing:

	<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a)	<u>Kevin Pagan</u> City Attorney	_____	_____	_____
b)	_____	_____	_____	_____

8 Staff Recommendation: Approval

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

11 Manager's Recommendation: MP Approved Disapproved None

RESOLUTION NO. 2013-___

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
MCALLEN, TEXAS IN SUPPORT FOR SOUTH TEXAS
COLLEGE BOND AND MAINTENANCE ELECTION NOVEMBER
5, 2013.**

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF McALLEN**

WHEREAS South Texas College is a leader in workforce development and a major provider of job training in Hidalgo and Starr counties; and

WHEREAS South Texas College is providing world class talent that is helping to grow and attract industry to the region; and

WHEREAS South Texas College is the focal point for job development and job training, and a catalyst for economic and workforce development, leading to regional prosperity; and

WHEREAS South Texas College is pivotal to the Valley's urban and rural health and well-being, which depend on high-skill, high-wage employment opportunities; and

WHEREAS South Texas College has an annual economic impact of approximately \$204 million dollars on the local community by its employees, students, and the consumption of local goods and services; and

WHEREAS South Texas College has made a long-term commitment to being an affordable and publicly accountable higher education institution which uses tax dollars wisely and prudently; and

WHEREAS tuition at South Texas College is affordable and substantially lower than the tuition rate at universities; and

WHEREAS South Texas College has provided the opportunity to attend college and pursue gainful employment for thousands of students who never dreamed they would have such an opportunity;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
MCALLEN INDEPENDENT SCHOOL DISTRICT THAT:**

Section 1. The City of McAllen supports the efforts and initiatives pursued by South Texas College, including the upcoming Bond and Maintenance Election scheduled for November 5, 2013.

Section 2. This resolution shall become effective immediately upon its passage.

READ, CONSIDERED, PASSED, AND APPROVED this 14th day of October, 2013 at a regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with the provisions of Chapter 551 of the Texas Government Code.

SIGNED this _____ day of October, 2013.

CITY OF McALLEN, TEXAS

Jim Darling, Mayor

ATTEST:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Kevin D. Pagan, City Attorney

Memo

TO: Mike R. Perez, City Manager

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

DATE: October 7, 2013

SUBJECT: REQUEST FOR VARIANCE TO NOT REQUIRE THE SUBDIVISION PROCESS AT THE EAST 137 FT. OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF COMBINED LOT 11, BLOCK 4 AND BLOCK 2, M & M SUBDIVISION; 2901 VALCOSTA SR (SERVICE ROAD).

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

BRIEF DESCRIPTION:
 The vacant property is located at the southwest corner of Rooth Road (N. 29th Street) and Valcosta Sr. (service road). The tract consists of 0.79 of an acre with 137 ft. of frontage along a 50 ft. access easement, identified as Valcosta Sr. as well as 251.80 ft. of frontage along Rooth Road, a dedicated street right-of-way (ROW). The property is located within the City's extra-territorial jurisdiction (ETJ). Surrounding land uses include vacant land, single family residences, and three separate schools at the intersection of Russell and N. 29th Street.

A drawing of the tracts identified as Courtney Palms exists of which tracts of land were sold to individuals without benefit of an approved subdivision. Of the 15 tracts of land, 3 have homes on the properties; 12 are still vacant. In June 2006, a 50 ft. easement agreement for access was recorded providing for ingress and egress from the subject property to and from Rooth Road.

According to Noemi Garcia, the property owner, she purchased this tract in December 2005 with the understanding that the property was properly subdivided. She intends to build a single family residence on the property; however, the tract of land in question is described by metes and bounds and was split from a larger tract without benefit of subdivision. Water services to the proposed residence will be from an existing Sharyland Water Supply Corporation (SWSC) line for which the owner would need to obtain a letter of approval. However, no hydrants, sanitary sewer, drainage improvements, or other city infrastructure improvements exist.

Ms. Garcia is requesting a variance from the City codes which require land to be properly subdivided prior to issuing a building permit. If a variance is granted, the property owner will obtain building and related permits from the County. However, if the variance is not approved, the subdivision process with the required public improvements and road ROW dedication would be required prior to issuance of the necessary building permits.

Other unsubdivided tracts exist along this private drive for which future requests to construct homes may be submitted. Four of these tracts to the west are located within the city limits, of which two tracts were zoned single family residential in 2009. An application for a building permit for the property zoned single family residential was received. The permit was reviewed with conditions such as paved access; however, the permit was never issued.

OPTIONS:

1. Approve the variance request not to require the subdivision process.
2. Approve the variance request subject to additional road ROW along Valcosta SR (Service Road).
3. Approve the variance request subject to additional road ROW and executing a contractual agreement for the owner's share of future infrastructure improvements.
4. Table the item for additional information.
5. Disapprove the variance request and require the subdivision process prior to building permit issuance.

RECOMMENDATION:

Staff recommends disapproval of the variance and compliance with Section 134-5 of the Subdivision Ordinance.

TO: CITY OF MCALLEN

PLANNING DEPARTMENT

DATE: SEPTEMBER 12, 2013

OWNER NOEMI GARCIA

SUBJECT: REQUEST FOR VARIANCE TO NOT REQUIRE THE SUBDIVISION PROCESS AT A 1.00 ACRE TRACT OF LAND - LOT 1 M.&M. Subdivision (also known as Courtney Palms)

PROPERTY:

The West 117 feet of the East 371 feet of the North 10 acres of the South acres of Lot Eleven (11), Block Four (4) and Block Two (2), M. and M. Subdivision, Hidalgo County, Texas as per map Or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas Being Commonly known as Lot 1, Courtney Palms. .79 OF ACRE. SURVEY ATTACHED

1. Citrus City Lake Development Corporation owner Curtis C. Davis, President of Courtney Palms Subdivision, assign an Collateral Assignment filed on Vol. 965 page 63 through 71 as to set property had been subdivided and lots were sold as early as December 1979. (including Lot 1 of M.&M.Sub)

Attached. Document

1a. Subject Lot 1, was first conveyed by Citrus City Lake Development Corporation to Edgardo C. Carballo on June 1981 (attached Deed)

2. Owner, NOEMI GARCIA, purchase set property with the understanding that it was already legally subdivided thereby saving any expense thereof. At no time did she subdivided or SPLIT the property.
3. The subdivision met and meets the COUNTY regulations which was plated in the '70, county knew of its existing subdivision since several homes are built in the subdivision.
4. The City of McAllen, Texas entre the property under the extra-territorial jurisdiction (ETJ) on August 5, 1985. The city cannot apply their regulation to this subdivision (Ex Post Factor).
5. The City of McAllen, Texas should GRANDFATHER this property and allow me to build a home of \$150,000 to \$200,000 in value.
6. City of McAllen acquiesce by not sending notices to the previous owners or owners over 26 years ago when the (ETJ) CAME INTO EFFECT.

RECEIVED

SEP 12 2013

Initial: 

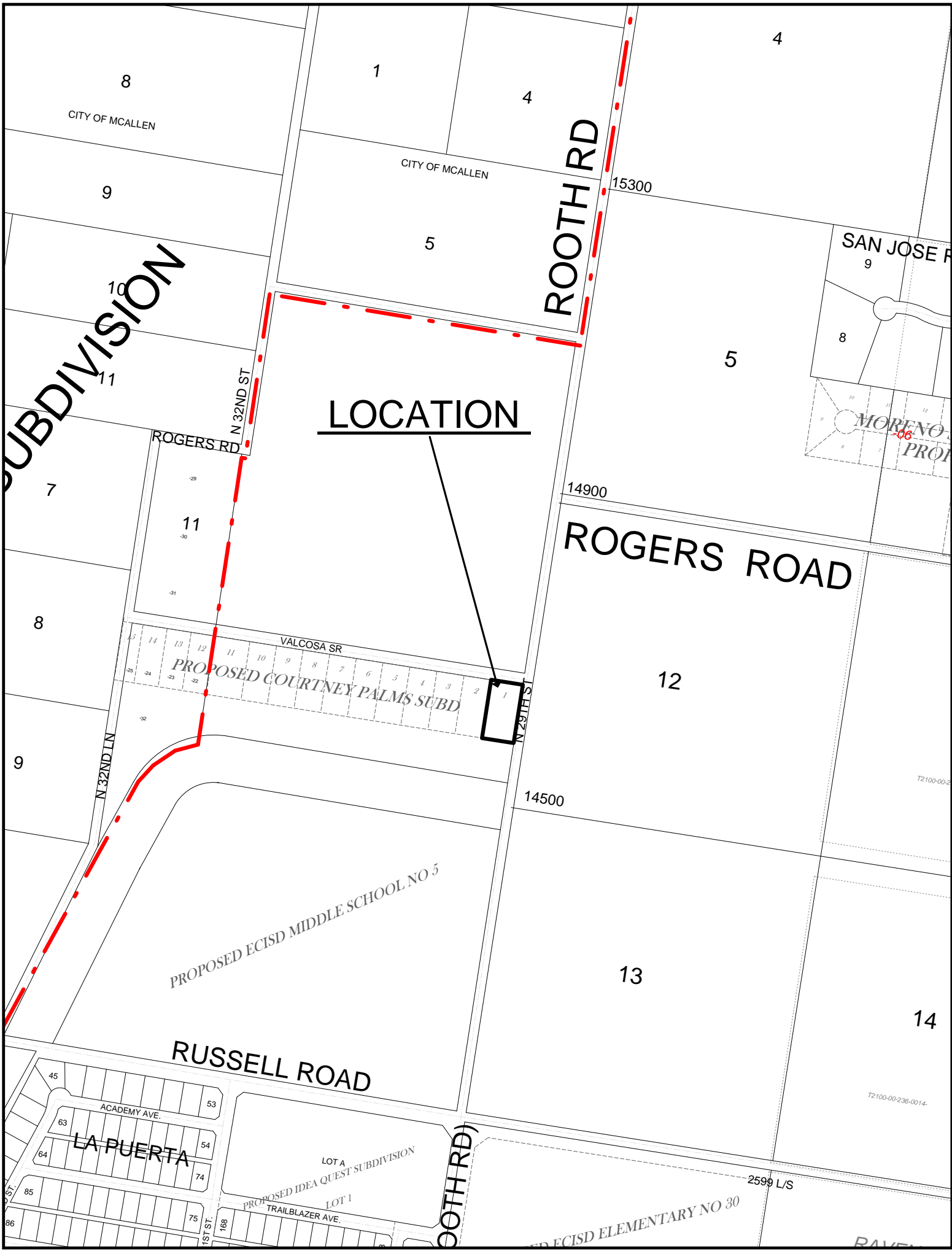
7. George Salas and Melba Salas, purchased their property on August 21, 1996 and enjoying their land.
8. Subject property has FRONTAGE ON A DEDICATED STREET RIGHT-OF WAY Rooth Road.
9. Blanket Easement to CPL , VOLUME 669, PAGE 120.
10. Magic Valley Electric has utility at the present time in the area.
11. Sharyland Water Supply Corporation record in Volume 1664 Page 645, Volume 1683 Page 211.
12. Sharyland Water supply water and meter are install in the area.
13. The land was purchase to build a home and enjoy the area.
14. Irrigation District #1 supply water and collect revenue from the home owners
15. Owner has been paying taxes over 6 years , ITS PREDECESSOR and has maintained the property clean and mowed.
16. Owner has an Easement agreement between Lot1,Lot2 Lot 3 of set subdivision.
17. Owner has an Easement and install telephone lines (AT&T) on set property.
18. Owner would be beautifying the area and raising the value of it property.
19. 13.7' Asphalt road on the North side of said property 50' Road Easement.

I would greatly appreciated in working with me in order to resolve this issue otherwise, I have purchase a piece of property I cannot enjoy, as a tax payer I need your corporation in this matter

Noemi Garcia

956 739-6284

956 992-9120



SUBDIVISION

LOCATION

ROOTH RD

ROGERS ROAD

RUSSELL ROAD

LA PUERTA

LOT A
PROPOSED IDEA QUEST SUBDIVISION
LOT 1
TRAILBLAZER AVE.

PROPOSED ECISD ELEMENTARY NO 30

VALCOSA SR
PROPOSED COURTNEY PALMS SUBD

PROPOSED ECISD MIDDLE SCHOOL NO 5

SAN JOSE P

MORENO
PROJ

CITY OF MCALLEN

CITY OF MCALLEN

8

1

4

4

9

5

15300

10

11

N 32ND ST

ROGERS RD

11

7

14900

8

12

9

N 32ND LN

14500

13

14

T2100-00-2

T2100-00-236-0014

2599 L/S

86

45

ACADEMY AVE.

1ST ST

168

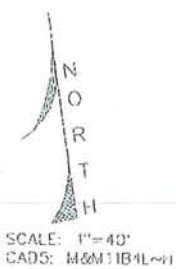
ROOTH RD

RAVEN

PEÑA ENGINEERING

1001 WHITEWING · P.O. BOX 4320
 (956) 682-8812 · McALLEN, TEXAS 78502 · FAX (956) 631-PENA

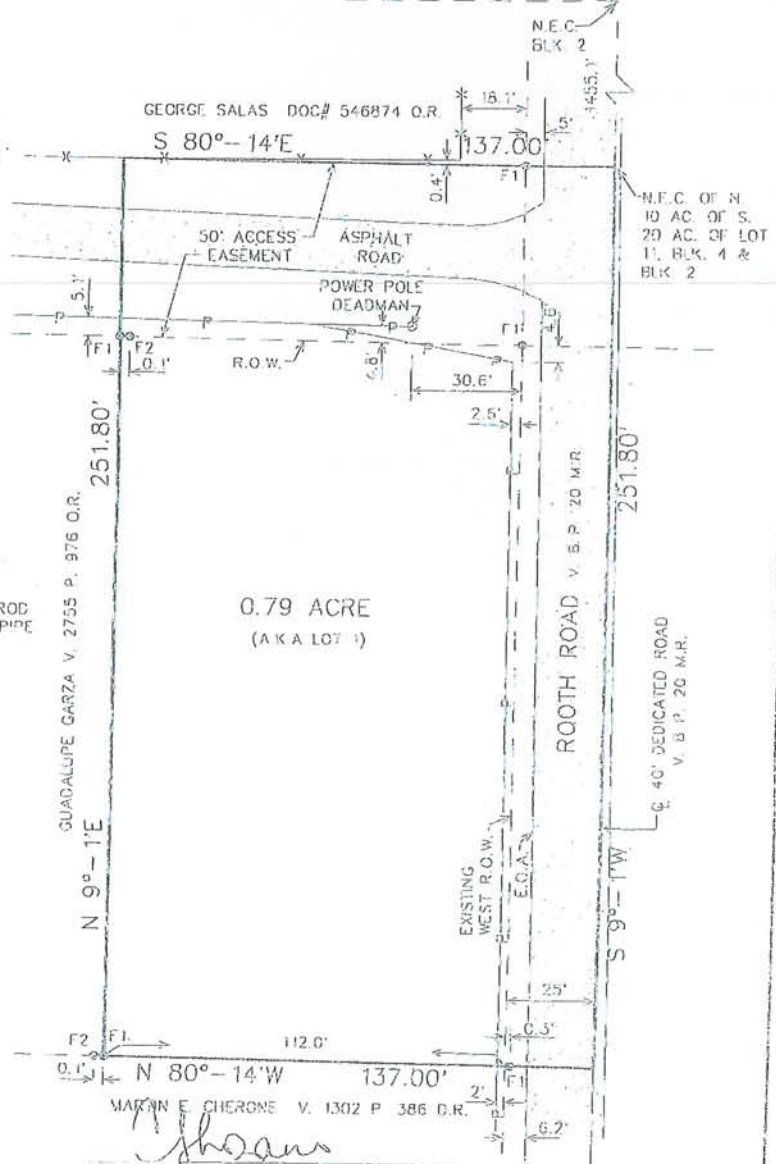
COPY



NOTE: BASIS OF BEARING,
 THE WEST LINE OF BLOCK
 2, M & M SUBDIVISION V.
 8 P. 20 M.R.

LEGEND

- F1- FOUND 1/2" DIAMETER IRON ROD
- F2- FOUND 3/4" DIAMETER IRON PIPE
- FN- FOUND 60-D NAIL
- P-P- POWER POLE LINE
- X-X- 5' HOGWIRE FENCE



BUYER'S NAME: _____

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480334 0325 D
 Map Revised: MAY 17, 2001

- Zone "A" -- This is to certify that this property is in a flood prone area.
- Zone "X" -- 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 2004 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named herein, 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: _____
 LEGAL DESCRIPTION: The East 137.0 feet of the North 10.0 acres of the South 20.0 acres of combined Lot 11, Block 4 and Block 2, M & M SUBDIVISION, Hidalgo County, Texas,
 ACCORDING TO THE MAP RECORDED IN VOLUME 8 PAGE 20
 OF THE Map RECORDS OF Hidalgo COUNTY, TEXAS.

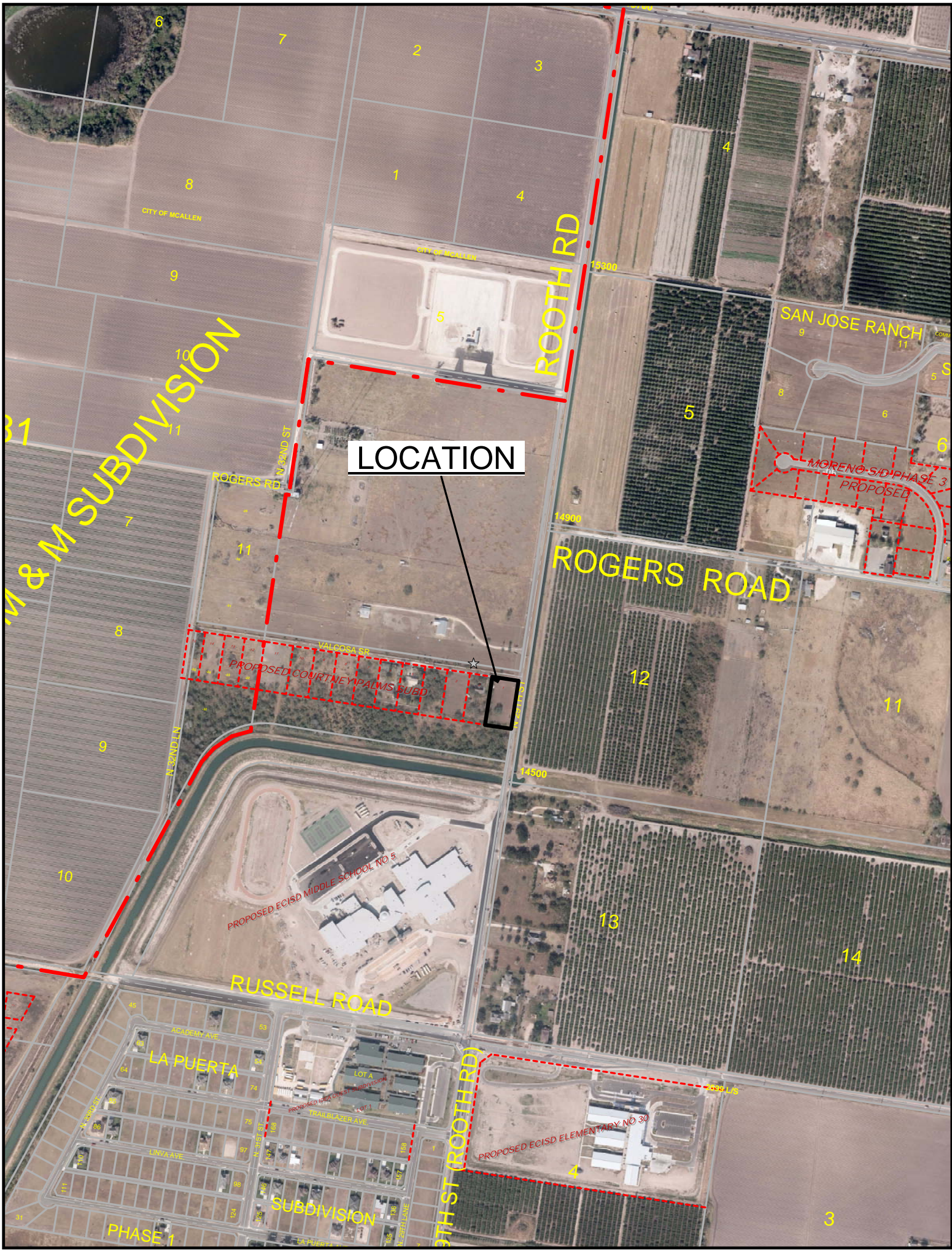
9-8-04
 DATE

Paul P. Peña
 REG. PROFESSIONAL LAND SURVEYOR

RECEIVED

SEP 12 2013

Initial *MP*



LOCATION

M & M SUBDIVISION

ROOTTH RD

ROGERS ROAD

RUSSELL ROAD

LA PUERTA

SUBDIVISION

SAN JOSE RANCH

PROPOSED ECISD MIDDLE SCHOOL NO 5

PROPOSED COURTNEY PALMS SUBD

PROPOSED ECISD ELEMENTARY NO 30

MORENO SID PHASE 3 PROPOSED

CITY OF McALLEN

PHASE 1

31

6

7

2

3

8

1

4

9

5

10

11

7

8

9

10

14900

14900

14500

12

11

13

14

3

6

7

2

3

8

1

4

9

5

10

11

7

8

9

10

14900

14900

14500

12

11

13

14

3

Intersection of Rooth Rd. and Valcosta SR



CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD
 OTHER (Audit/Investment Committee)

7A
 AGENDA ITEM
 DATE SUBMITTED 09/30/2013
 MEETING DATE 10/14/2013

1. Agenda Item: Review of Quarterly Investment Report for the Quarter Ended June 30, 2013.
2. Party(ies) Making Request: Mike R. Perez, City Manager, Roel Rodriguez, P.E., General Manager, Jerry W. Dale, Finance Director, Melba D. Carvajal, Director of Finance for Utilities
3. Nature of Request: (Brief Overview) Attachments: X Yes (Under Separate Cover) No
Attached is the Quarterly Investment Report for the quarter ended June 30, 2013 for your review and approval. The Audit and Investment Committee met on September 26, 2013 and recommended approval of the report.
4. Policy Implication Required by law
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> <u>YES/NO</u>
a.) Mike R. Perez City Manager	<u> </u>	<u> </u>	<u> </u>
b.) Roel Rodríguez, P.E. General Manager	<u> RR </u>	<u> 10/1/13 </u>	<u> Y </u>
b.) Jerry W. Dale Finance Director	<u> JD </u>	<u> 9/30/13 </u>	<u> YES </u>
c.) Melba D. Carvajal Director of Finance for Utilities	<u> </u>	<u> 9/30/13 </u>	<u> YES </u>

8. Staff Recommendation: Audit Committee recommends report be accepted.
9. Advisory Board: Approved Disapproved None
10. City Attorney: Approved Disapproved None
11. Manager's Recommendation: M Accepted Disapproved None
12. Action Taken:

STANDARDIZED RECOMMENDATION FORM

9A

CITY COMMISSION ✓

AGENDA ITEM

UTILITY BOARD _____

DATE SUBMITTED

9/17/2013

PLANNING & ZONING BOARD _____

MEETING DATE

10/14/13

OTHER _____

1 Agenda Item: City Manager's

2 Party Making Request: Lucy Canales and Kelly Salazar Linebarger Firm

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

Discussion, consideration and possible action regarding waiver of penalty and interest on delinquent taxes for Sinbon Electronics Co. Ltd. Cause No. T-1113-12-J

4 Policy Implication: _____

5 Budgeted: Yes No 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>
a)	<u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>09/17/13</u>
b)	_____	_____	_____

8 Staff Recommendation: None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: MRP Approved Disapproved None

Memorandum

Tax Office

To: Mayor Jim Darling and City Commission

Through: Mike Perez, City Manager

From: Martha Guel, Tax Assessor *mg*

Date: 9/16/2013

Re: Request for Waiver of Penalty and Interest

Attached is the request from our Delinquent Tax Attorneys for discussion of waiver of penalty and interest.

The Property they will be discussing is personal property and inventory that was taxable in McAllen when the company requesting the waiver was in operation. The company (Sinbon) did not pay the taxes that were due at the time and now the penalties are \$7,904.12. They are requesting a waiver on these penalties.

I have attached a copy of the most current statement for your review.

City of McAllen Tax Office
 Martha Guel, CTA Tax Assessor Collector
 P.O. Box 220 - 1501 W. Pecan Blvd.
 McAllen, Texas 78505-0220
 (956) 681-1330

SEPTEMBER 03, 2013

TAX STATEMENT FOR TAXES DUE

ACCOUNT NUMBER: S298299000001223

PROPERTY DESCRIPTION
 INVENTORY AT 5200 GEORGE MCVAY STE
 C (INSIDE SPAN AMERICA) / NEW ACC
 T 2009

SINBON ELECTRONICS CO LTD
 4F 13 N 79 SEC
 1 HSIN TAI WU RD
 TAIPEI HSIEN 221, TA WAN R

USER CODES: LRP TXS

CAUSE# : T-1113-12-J
 P&I/DISC. COLL FEE

YEAR	SQ	ENTITY	DESC.	BASE TAX	CAUSE# : T-1113-12-J P&I/DISC.	COLL FEE	TOTAL
009	0	CITY OF MCALLEN		3850.18	2002.09	877.84	6730.11
009		TAX DUE		3850.18	2002.09	877.84	6730.11

010	0	CITY OF MCALLEN		3850.18	1694.08	831.64	6375.90
		LATE RENDITION PENAL		385.02	169.41	83.16	637.59
010		TAX DUE		4235.20	1863.49	914.80	7013.49

011	0	CITY OF MCALLEN		3941.57	1261.30	780.43	5983.30
		LATE RENDITION PENAL		394.16	126.13	78.04	598.33
011		TAX DUE		4335.73	1387.43	858.47	6581.63

R		TAX DUE		12421.11	5253.01	2651.11	20325.23
R		TOTAL DUE		12421.11	5253.01	2651.11	20325.23

TOTAL AMOUNT DUE IF PAID DURING THE MONTH OF							
SEPTEMBER 2013							20325.23
OCTOBER 2013							20468.08
NOVEMBER 2013							20610.93

Martha Guel

From: Elvira Hernandez [Elvira.Hernandez@lgbs.com]
Sent: Tuesday, September 03, 2013 2:20 PM
To: Martha Guel
Subject: Sinbon Electronics Request for Waiver of Penalties
Attachments: Jay Chadha settlement offer.pdf

Good Afternoon Martha,

Lucy has asked me to send you the following with regard to the request for the waiver of penalties and interest for Sinbon Electronics:

Attached is a copy of request for waiver of penalties and interest submitted by Mr. Chadra, attorney for Sinbon Electronics. The item should be placed under executive session and listed as:

Discussion, consideration and possible action regarding waiver of penalty and interest on Cause No. T-1113-12-J, styled Sharyland Independent School District, City of McAllen and South Texas College et al vs. Sinbon Electronics Co. Ltd.

Let me know if you have any questions.

Thanks!

Elvira Hernandez

Asst Office Mgr

Linebarger Goggan Blair & Sampson, LLP

Attorneys at Law

Elvira.Hernandez@lgbs.com

205 South Pin Oak Avenue

Edinburg, TX 78539

Main: (956) 383-4500

Direct: (956) 289-7912

Fax: (956) 383-7820

<http://www.lgbs.com/>

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January 31, 2013

VIA TELECOPY - (956) 316-4935

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

Ms. Kelly R. Salazar
Linebarger Goggan Blair & Sampson, LLP
205 S. Pin Oak Avenue
Edinburg, TX 78539

Re: Cause No. T-113-12-J; *Sharyland ISD et al. v. Sinbon Electronics, Co., Ltd.*

Dear Ms. Salazar:

Sinbon Electronics, Co., Ltd. ("Sinbon") makes the following offer to settle the above-referenced cause:

Sinbon would pay the property taxes owed for tax years 2009, 2010, and 2011, provided that the taxing units waive any and all interest, penalties and fees on such tax amounts. We estimate that the total amount of the taxes to be \$68,163.68, based on the attached information provided by the Hidalgo County Appraisal District.

Waiver of interest and penalties is authorized under Section 33.011 of the Texas Tax Code when an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency. Waiver of interest and penalties is appropriate in this case because Sinbon did not receive any notices from the Hidalgo County Appraisal District or any notices from any taxing jurisdiction. The taxing units have admitted in discovery responses that they used an erroneous address for Sinbon (for example, the taxing units used "Tawiwan" instead of "Taiwan"). It was not until the Texas Secretary of State corrected this error in serving this lawsuit did Sinbon learn of any property taxes owed.

If this proposal is agreeable, we will prepare a settlement agreement providing that Sinbon will make the payment to the taxing units within twenty-one (21) days after the settlement agreement is signed. Plaintiff taxing units will dismiss the above-referenced suit within the twenty-one (21) day period after the settlement agreement is signed and within seven

Ms. Kelly R. Salazar

January 31, 2013

Page 2

(7) days after receiving payment, shall issue tax certificates under Section 31.08 of the Texas Tax Code for each year, confirming that there are no amount of delinquent taxes, penalties, interest, and any known costs and expenses due on the property. Each party would bear its own attorney's fees and costs.

If the terms and conditions are acceptable to Plaintiffs, please indicate so by signing in the space provided and return via telecopier. Thank you for your consideration to this matter.

Sincerely,



Jay M. Chadha

Attachments

AGREED:

Kelly R. Salazar

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM
DATE SUBMITTED **10-09-13**
MEETING DATE **10-14-13**

9B

1 Agenda Item: MANAGER'S REPORT - Consider authorizing Mayor Jim Darling to commit \$2.5 million dollars for design of FM 1016 from Bryan Road to Conway.

2 Party Making Request: _____

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

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____

8 Staff Recommendation: Approve

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KDP None

11 Manager's Recommendation: MRP Approved Disapproved None