



AGENDA

**CITY COMMISSION REGULAR MEETING
MONDAY, JUNE 10, 2013 – 6:00 PM
CITY COMMISSION CHAMBERS; 3RD FLOOR**

CALL TO ORDER - Mayor Jim Darling

PLEDGE OF ALLEGIANCE - Mayor Jim Darling

INVOCATION – Aida Ramirez, Mayor Pro Tem

PRESENTATION – Teen Court Stipend & Scholarship

PROCLAMATIONS – *McAllen Fire Department's 100th Anniversary*

1. PUBLIC HEARING:

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

1. Rezone from R-3A (multifamily residential apartments) District to C-3L (light commercial) District: 1.10 acre tract of land being the west 266.00 feet of Lot A, Northpark Estates Subdivision, Hidalgo County, Texas; 1700 Dove Avenue.

2. Request of Upscale Entertainment Group, LLC, appealing the decision of the Planning & Zoning Commission of the May 7, 2013 meeting, denying a Conditional Use Permit, for one year for a night club at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas; 3300 North McColl Road, Suite K.

3. Request of Vicky Chmielowski, appealing the decision of the Planning & Zoning Commission of the May 21, 2013 meeting, denying a Conditional Use Permit, for one year for a bar at Lot 6, Mejia Subdivision #1, Hidalgo County, Texas; 2010 Nolana Avenue.

4. Request of Miguel A. Coy on behalf of Project X, appealing the decision of the Planning & Zoning Commission of the May 21, 2013 meeting, denying a Conditional Use Permit, for one year for a night club at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas; 3300 North McColl Road, Suites I & J.

5. Request of Rope Investors, LLC., appealing the decision of the Planning & Zoning Commission of the May 21, 2013 meeting, denying a Conditional Use Permit, for one year for a night club at Lot 1, Robin Subdivision, Hidalgo County, Texas; 6800 North 10th Street.

B) CONDITIONAL USE PERMIT:

Request of Juan Navarro, appealing the decision of the Planning & Zoning Commission of the May 21, 2013 meeting, denying a Conditional Use Permit, for one year, for a home occupation (office/moonjump rentals) at Lot 6, Daffodil Gardens #1 Subdivision, Hidalgo County, Texas; 505 Daffodil Avenue.

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

END OF PUBLIC HEARING

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

2. **CONSENT AGENDA:** *[All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.]*
- A) Approval of Minutes of Regular Meeting held May 28, 2013.
 - B) Authorization to renew Microsoft Enterprise Agreement through the State of Texas, Department of Information Resources (DIR) Program.
 - C) Award of Contract for two (2) Current Model New & Unused Triplex Riding Greens Mowers.
 - D) Award of Contract for the purchase of Lawn & Leaf Bags.
 - E) Award of Contract for Towing Services (Heavy Trucks/Equipment: > 28,000 GVW).
 - F) Award of Contract for the purchase of T-Shirts for 2013 Parks & Recreation Programs.
 - G) Award of Contract for the purchase of Playground Equipment for Los Encinos Park to meet the requirements of a *KABOOM* Grant.
 - H) Change Order No. 2 for electrical panels and step-down transformers for irrigation system and 5 additional working days for the Bicentennial Hike and Bike Trail.
 - I) Resolution authorizing the submission of a grant application to the U. S. Department of Justice, Bureau of Justice Assistance, for funding under the Fiscal Year 2013 Justice Assistance Grant Program.
 - J) Change Order No. 2 for storm drain and credits for the McAllen Development Center.
 - K) Consideration and approval of the proposed East Redbud Avenue at North “K” Center Avenue Drainage Improvements Project.
 - L) Approval of Tax Refunds over \$500:
 - 1. Conn’s #106/Conn’s Appliances Inc.
 - 2. Ware Industrial Partners LP
 - 3. Weingarten Northcross J V
 - 4. Reynaldo M. & Anita Rodriguez
 - 5. Daniel & Herminia H. Villarreal
 - 6. Imaging Center at Medpoint
 - M) Resolution approving a cooperation with the Steering Committee of Cities served by AEP TCC to review AEP TCC’s requested approval of an adjustment to its energy efficient cost recovery factor.
 - N) Consideration of a resolution recommending to Hidalgo County Commissioner’s Court alternate Vote Center locations in McAllen for the November 2013 Constitutional Amendment Election.
3. **BIDS/CONTRACTS:**
- A) Award of Contract for the purchase and installation of one (1) new Current Model Excavator Mounted Brush Cutting Attachment for the Streets and Drainage Department of Public Works.
 - B) Award of Contract for the purchase and installation of one (1) 8,000 Gallon Fuel Tank and two (2) Single Hose Dispensers.

- C) Award of Contract for the purchase of a Pierce Arrow XT Custom Rescue Pumper for the Fire Department.
- D) Award of Contract for Fireman’s Park Lake Liner.
- E) Consideration and Approval of Contract Amendment #2 to McAllen Public Safety Building Project.
- F) Award of Contract for the purchase of one (1) new Model Diesel, Crew Cab & Chassis Truck with Chipper Forestry Body.
- G) Consideration of Change Order No. 1 to URS Work Order No. 5 – Construction Administration.
- H) Consideration of a License Agreement for construction, landscape & maintenance of front porch area within City of McAllen right-of-way for 424 Vermont Avenue.

4. ORDINANCES:

- A) Granting Texas Gas Service Company the right, privilege and franchise to use streets, alleys, thoroughfares and other public ways to operate and maintain a natural gas distribution system in the City of McAllen.
- B) Budget amendment for the purchase of a Pierce Arrow XT Custom Rescue Pumper.
- C) Budget amendment to the Sanitation Fund for the purpose of funding the purchase of a Chipper Forestry Truck for the Brush Department.
- D) Budget amendment to the Internal Services Fund for the purpose of funding the purchase and installation of a Fuel Tank Upgrade at the Public Works Facility.

5. **VARIANCE** request to the subdivision process at the west 117 ft. of the east 488 ft. of a resubdivision of the north 10 acres of the south 20 acres of the combined Block 2 and Lot 11, Block 4, M&M Subdivision; 2925 Valcosta Sr.

6. MANAGER’S REPORT:

- A) Consider authorization to submit an FTA grant application for the construction of a Downtown Trolley Park & Ride.
- B) Advisory Board Appointments.
- C) Future Agenda Items.

7. **MAYOR’S REPORT** on the Rio Grande Regional Water Authority Program regarding the Mexico–U.S. Treaty.

8. **TABLED ITEM:** Award of Contract for Food and Beverage Concession at the McAllen International Airport.

PUBLIC COMMENT SESSION

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

- A) Consultation with City Attorney regarding Development Agreement with Property Commerce for old Civic Center Redevelopment. (Section 551.071, T.G.C.)

- B) Discussion and Possible Action regarding economic incentives for Project Next Level. (Section 551.087, T.G.C.)
- C) Discussion and Possible Action on award of bid proposal for the sale of Lot 11B, McAllen Convention Center. (Section 551.072, T.G.C.)
- D) Consultation with City Attorney regarding possible economic development for Project Canterbury. (Section 551.071, T.G.C. & Section 551.087, T.G.C.)
- E) Discussion and Possible Action regarding City Economic Job Development for Custom Engineered Wheels. (Section 551.087, T.G.C.)
- F) Consultation with City Attorney regarding Dark Fiber Lease. (Section 551.071, T.G.C.)
- G) Consider possible use or transfer of City property located on Ware Road and Monte Cristo for economic development. (Section 551.072, T.G.C.)
- H) Discussion and Possible Action regarding land donation for Sam Houston Housing Authority Project at old Sam Houston School site. (Section 551.071, T.G.C.)
- I) Discussion and Possible Action regarding making an offer to acquire a 20 acre tract, more or less, out of Lot 98, La Lomita Subdivision. (Section 551.072, T.G.C.)
- J) Discussion and Possible Action regarding an offer to acquire a 5 acre tract, more or less, out of Lot 39-11, West Addition to Sharyland, Hidalgo County, Texas. (Section 551.072, T.G.C.)
- K) Discussion and Possible Action regarding the acquisition of 3.14 acre tract and 11.53 acre tract out of Lot 150, La Lomita Irrigation and Construction Company Subdivision, Hidalgo County, Texas and approval of resolution. (Section 551.072, T.G.C.)
- L) Consultation with City Attorney regarding a possible contract with Vianovo relating to International Bridge Facilities. (Section 551.071, T.G.C.)

ADJOURNMENT

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

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 7th day of **June, 2013** at **2:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

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

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION _____ X _____
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____ 1A1 _____
DATE SUBMITTED 05/21/13 _____
MEETING DATE 6/10/13 _____

1. Agenda Item: Rezoning Request

2. Party Making Request: _____

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

Rezone from R-3A (multifamily residential apartments) District to C-3L (light commercial) District: 1.10 acre tract of land being the west 266.00 feet of Lot A, Northpark Estates Subdivision, Hidalgo County, Texas; 1700 Dove Avenue.

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>JR</u>	<u>5/22/13</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 LG III

DATE: May 21, 2013

SUBJECT: REZONE FROM R-3A (MU LTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT TO C-3L (LIGHT COMMERCIAL) DISTRICT: 1.10 ACRE TRACT OF LAND BEING THE WEST 266.00 FEET OF LOT A, NORTH PARK ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS; 1700 DOVE AVENUE. (REZ2013-0011)

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 Dove Avenue at 17th Street. The tract has 266 feet of frontage along Dove Avenue and a depth of 180 feet for a tract size of 47,880 square feet. The property was zoned to R-3A District during comprehensive zoning in 1979. There have been no rezoning requests on the property since that time. The subject property is vacant. The applicant is requesting C-3L (light commercial) District in order to establish commercial use. A subdivision plat nor a feasibility plan have been submitted to the Planning Department for review.

The adjacent zoning is R-1 (single family residential) District to the north, and R-3A (multifamily residential apartment) District to the east and west, and C-3L (light commercial) District to the south. Three rezoning requests for C-3L District to the south were approved between 2002 and 2005. Surrounding land uses are single family residential, Dove Cove Apartments, Gold's Gym, Las Palmas retail center, and Bicentennial Hike and Bike Trail.

- The requested zoning does not conform to the Auto Urban Residential land use designation for the property as indicated on the Foresight McAllen Comprehensive Plan. Existing uses to the east are apartments and other commercial uses.
- The proposed zoning is consistent with commercial development trends along Dove Avenue. The Hike and Bike trail is located to the west and commercial use may complement the trail activities.
- C-3L District combines C-1 (office building) District and C-2 (neighborhood

commercial) District with retail uses that are compatible with adjacent residential zones. Gasoline service stations, gasoline sales, bars and nightclubs are not allowed within a C-3L (light commercial) District.

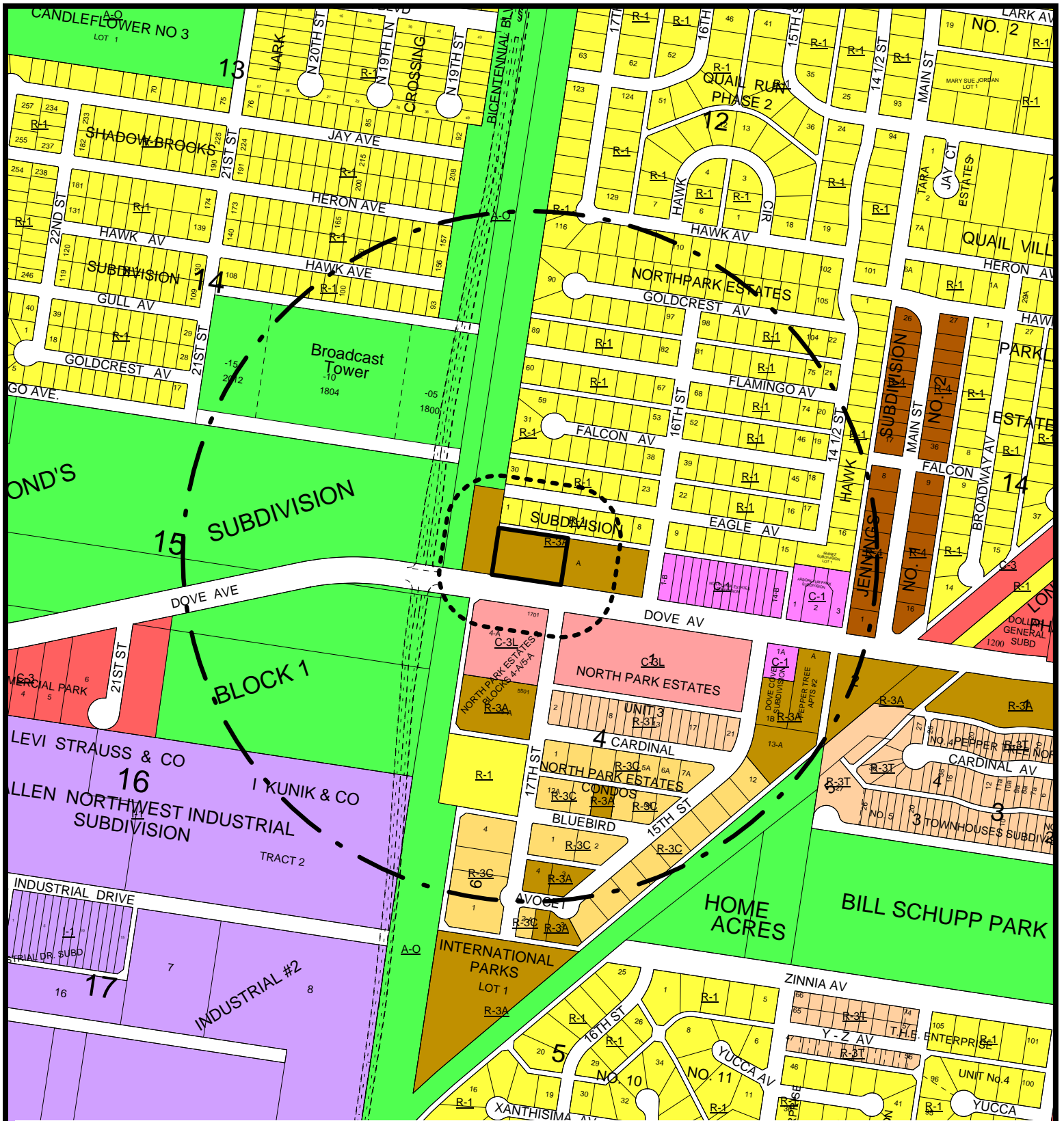
- Dove Avenue is designated as a High Speed arterial with 150 feet of right-of-way and is constructed as a minor arterial with 100 feet of right-of-way with 4 travel lanes, 1 turning lane, curb and gutter, no sidewalk for the subject property, street lights, and a speed limit of 40 miles per hour.
- A masonry wall with a height of 8 feet is required where a nonresidential use has a property line in common with a single family residential use or zone, and a buffer is required where a nonresidential use has a side or rear property line in common with any residential use or zone.
- Trees with a caliper of 20 inches or greater in commercial zones are protected and require a permit for removal.
- A recorded subdivision plat and approved site plan are required prior to issuance of building permits.

OPTIONS:

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

RECOMMENDATION:

At the Planning and Zoning Commission meeting of May 21, 2013 no one appeared in opposition of the rezoning request. The Board voted unanimously to recommend approval of the rezoning request with 6 members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

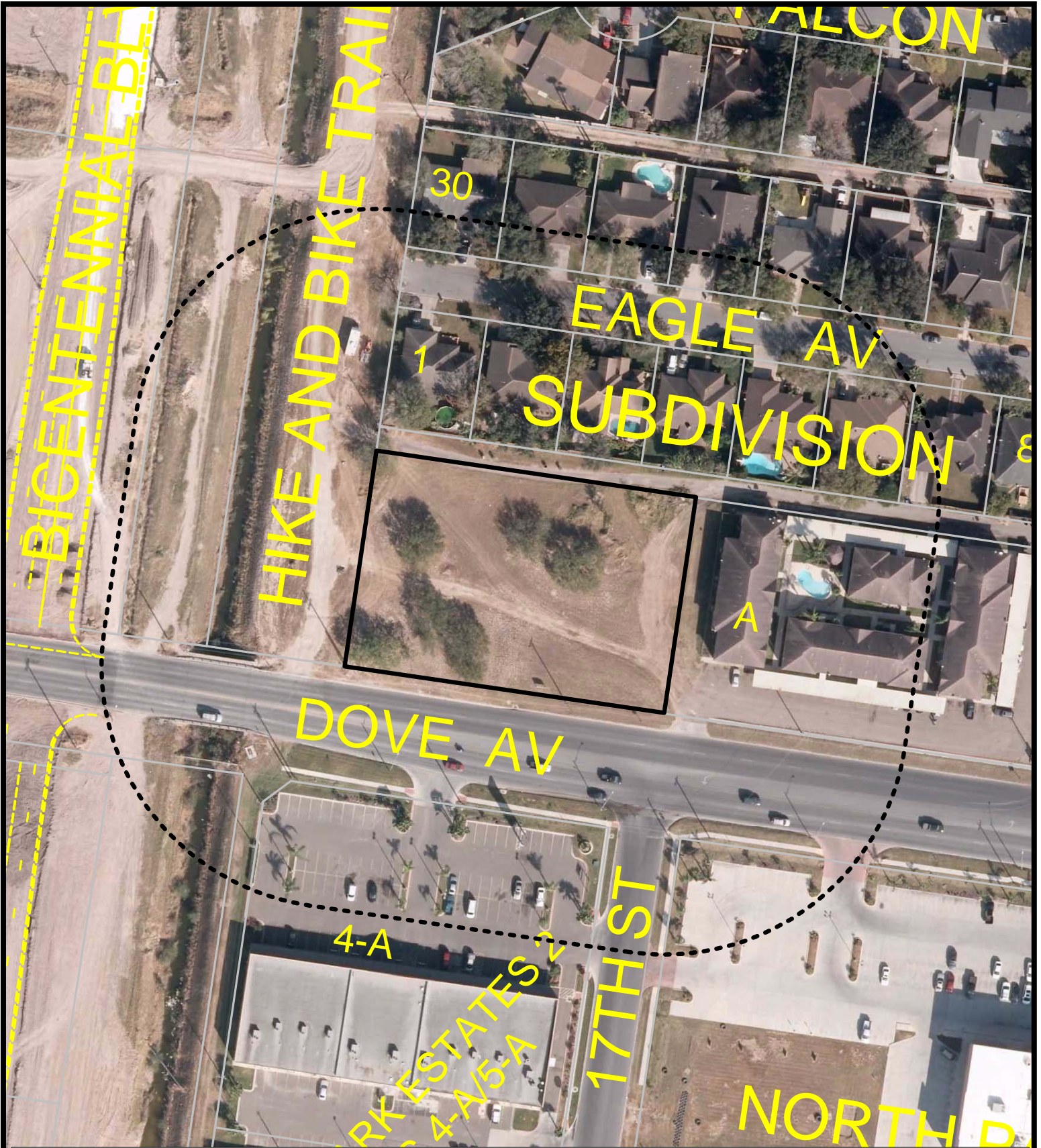
200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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



CITY OF McALLEN
PLANNING DEPARTMENT

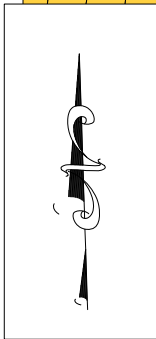
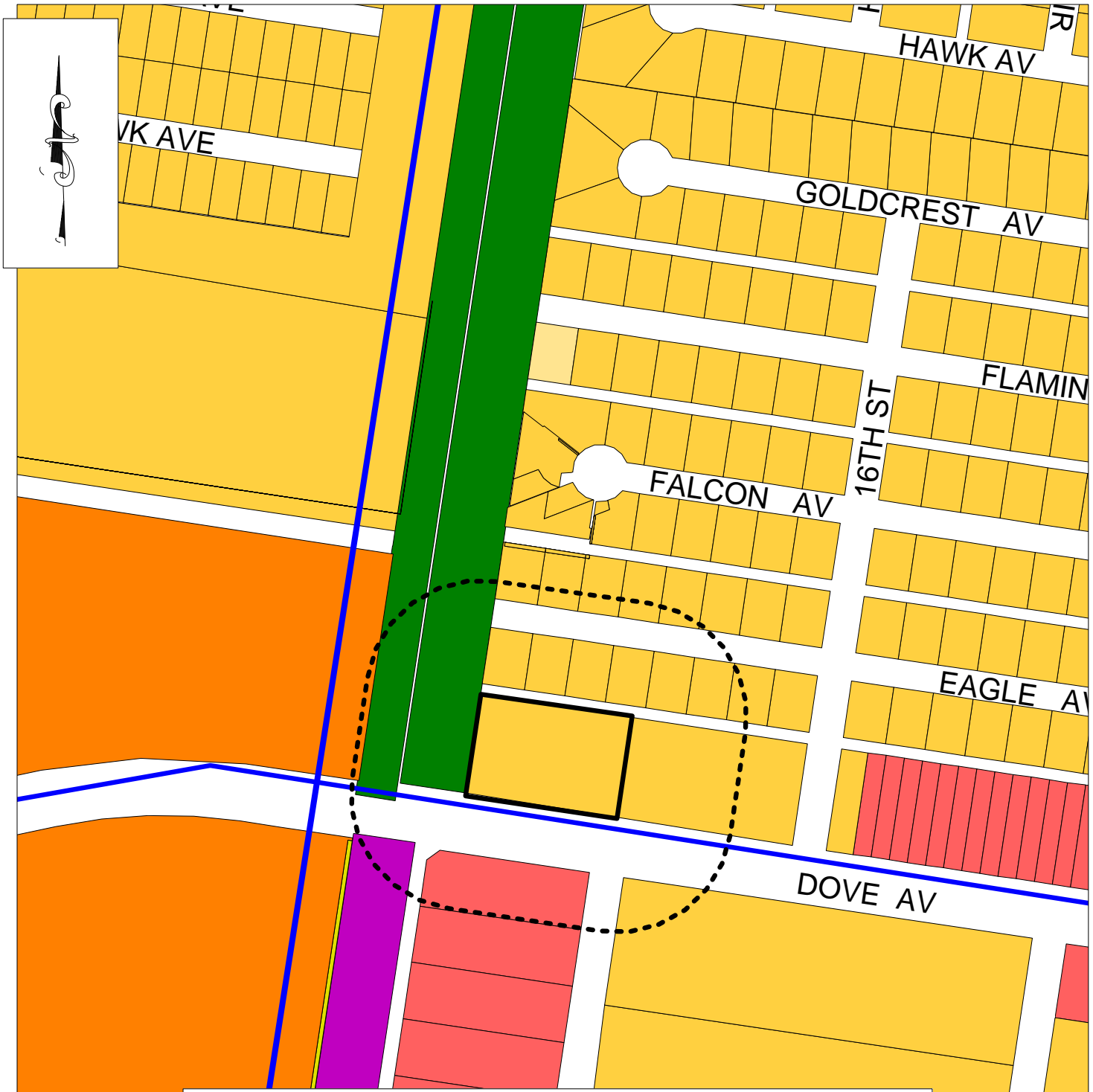
AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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



CITY OF McALLEN
PLANNING DEPARTMENT

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

FORESIGHT McALLEN COMPREHENSIVE PLAN

FUTURE LAND USE PLAN

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

THOROUGHFARE PLAN

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

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



NOTICE
REZONING
For
This Property
REZ2013-0011

THE CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT
WWW.CITYOFCHICAGO.IL.GOV

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM 1A2
DATE SUBMITTED 6/04/13
MEETING DATE 6/10/13

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Upscale Entertainment Group, LLC

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Appeal the decision of the Planning and Zoning Commission of the May 07, 2013 meeting denying the request of Upscale Entertainment Group, LLC, for a Conditional Use Permit, for one year, for a nightclub at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas: 3300 North McColl Road, Suite K.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

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

6. Alternate option costs: _____

7. Routing:

NAME/TITLE **INITIAL** **DATE** **CONCURRENCE**
YES/NO

a) Julianne R. Rankin JRR 6/4/13 No
Director of Planning
b) _____ _____ _____ _____

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

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

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

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

DATE: June 4, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 07, 2013 MEETING DENYING THE REQUEST OF UPSCALE ENTERTAINMENT GROUP, LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NIGHTCLUB AT LOTS 1-4, THE DISTRICT AT MCALLEN SUBDIVISION; 3300 NORTH MCCOLL ROAD, SUITE K.

GOAL:

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

BRIEF DESCRIPTION:

The property is located on the east side of North McColl Road, approximately 380 ft. north of East Fern Avenue and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the north, south, east and west and R-3A (multifamily residential apartment) District also to the east. Surrounding land uses include the commercial businesses, offices, restaurants, and multi-family residences and vacant land. A nightclub is allowed in a C-3 zone with a Conditional Use Permit and in compliance with requirements.

The initial conditional use permit for this establishment was approved by the City Commission, on appeal, on March 28, 2011. The last permit was approved by the City Commission on March 26, 2012 with the added condition for nightly trash pickup and extra security. Currently there is a multi-tenant commercial building on the property. The applicant is proposing to continue to operate a nightclub in the 2,467 sq. ft. lease space. The proposed hours of operation are from 9:00 p.m. to 3:00 a.m. seven days a week.

The Health and Fire Department have inspected and cleared the establishment, and complies with the health and safety codes and regulations. Attached is a police report with service calls from April 2012 till present. Should the Conditional Use Permit be approved, the applicant would be required to sign the application acknowledging and agreeing to the conditions of the permit. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- 1) The property line of the lot of any of the above mentioned businesses must be at least 600 ft. from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. of residential zones and uses;
- 2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential sized streets. The establishment has access to North McColl Road and East Fern Avenue, and does not generate traffic into residential areas;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. Currently there is a multi-tenant commercial building on the property. The building is currently a mixture of retail, vacant suites, a restaurant (La Pampa), nightclubs and a bar. Based on the square footages and current mixed uses, 71 parking spaces are required during business hours (8 a.m. to 7 p.m.). The proposed 2,467 sq. ft. nightclub would require 33 parking spaces; 274 parking spaces are provided on the common parking area in the front and rear of the building. For the businesses that are after hours (restaurant, nightclubs and bar), to run simultaneously, 300 parking spaces are required. There is a mutual access agreement, which allows the use of parking and access in and across Lots 1 through 5, 6A, 6B of The District of McAllen Subdivision and Lot 9, 10, and 11 of The District of McAllen Phase II Subdivision. The 26 parking spaces will be utilized from Lot 6A;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- 7) The above mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The allowable number of persons within the building for the use was set at 134 persons.

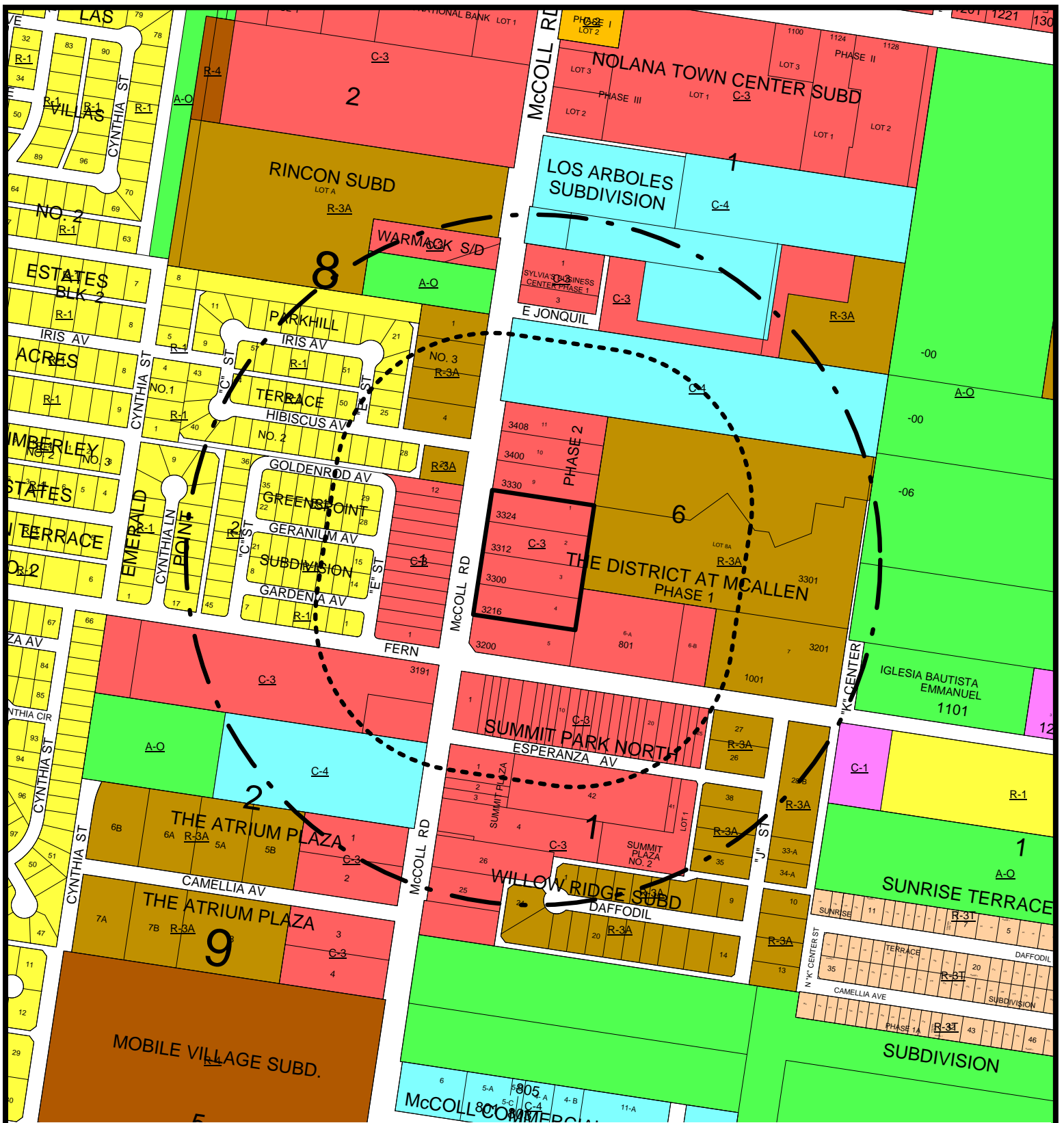
OPTIONS:

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

RECOMMENDATION:

The request was heard at the May 07, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request. The applicant was not present.

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



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 50'



SUBJECT PROPERTY

600 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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



CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 600 FT. NOTIFICATION BOUNDARY



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

LOT 1
120'-0"

LOT 2
120'-0"

LOT 3
120'-0"

LOT 4
120'-0"

LOT 5
139'-8"

43,500 SqFT

Commercial: 25,000 Sq Ft
 Office: 9,800 Sq Ft
 Restaurants: 12,000 Sq Ft
 Total parking spaces: 255 (150
 total parking provided 200 sq ft
 Handicap parking 5 sq ft
 Dumpster 2
 Drive thru 3

FUTURE
DEVELOPMENT

5,250 SqFT

Mc COLL

THE DISTRICT
COMMERCIAL
DIMENSIONAL
PLAN

SCALE: 1"=20'

51456 SqFT

393'-0"
453'-0"

FERN

659'-8"

159'-8"

FERN

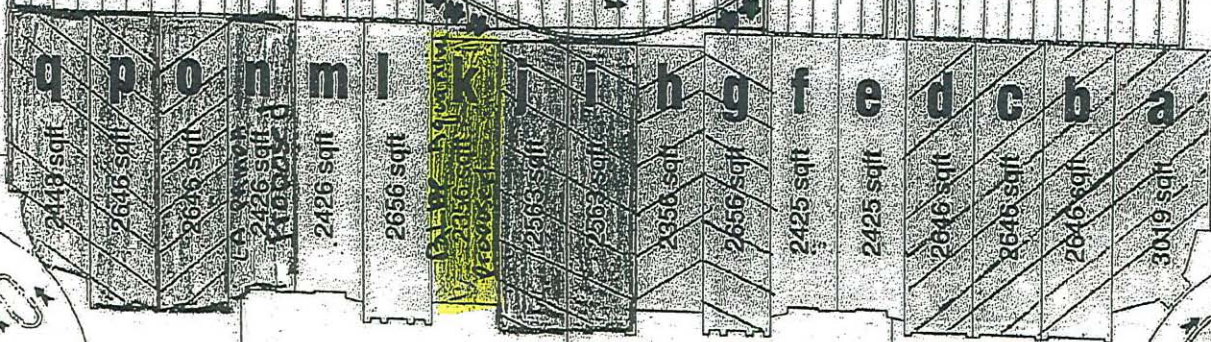
LOT 1- 120'0"

LOT 2- 120'0"

LOT 3- 120'0"

LOT 4- 120'0"

LOT 5- 138'6"



FUTURE DEVELOPMENT

5,230 SQFT

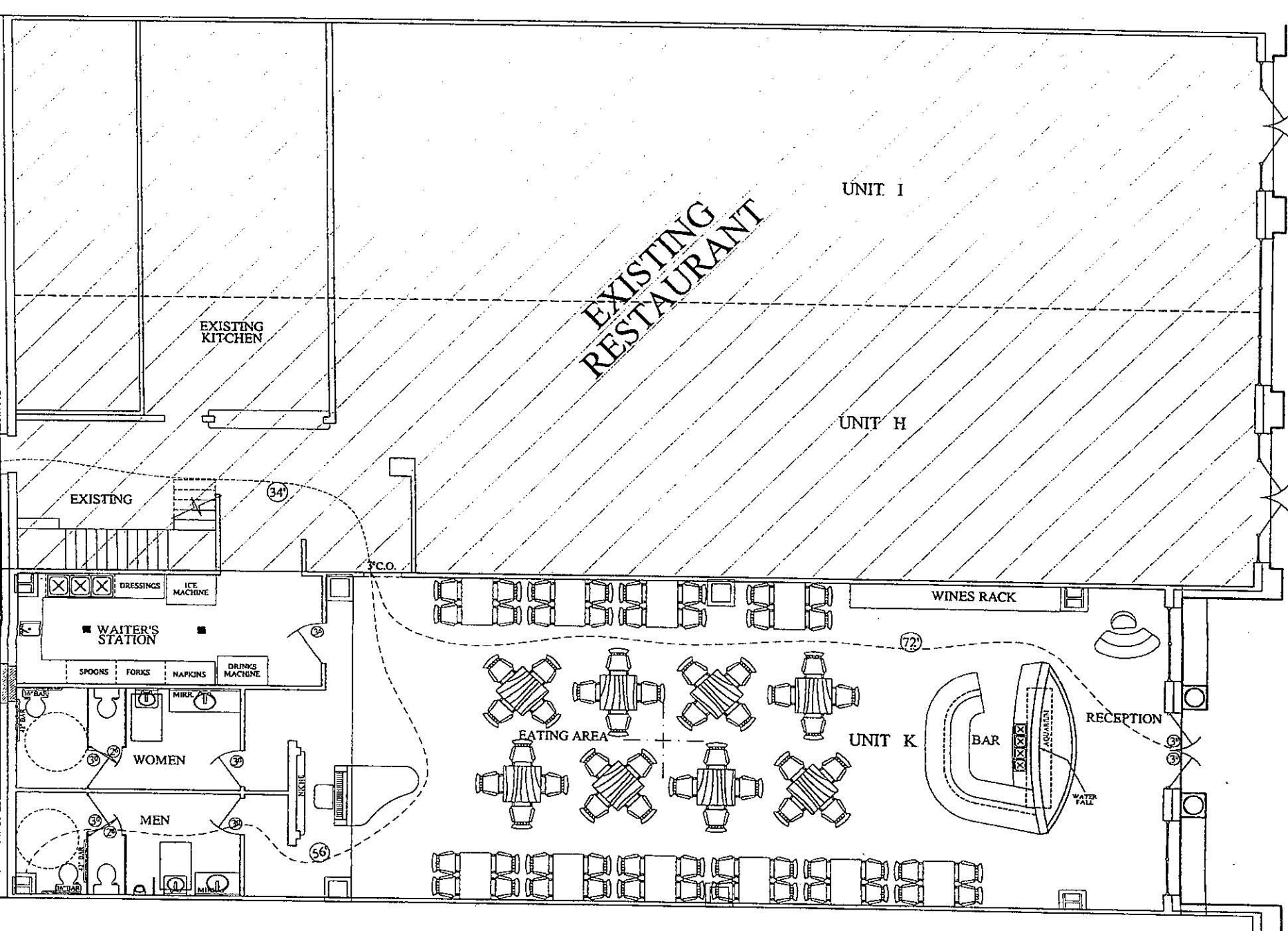


LEGEND

- Occupied
- Daytime use
- Evening Use
- Empty
- Proposed Evening

RECEIVED
 MAR 07 2007
 PLANNING DEPARTMENT

3300 Nte Mc COLL



EXISTING RESTAURANT

UNIT I

UNIT H

EXISTING KITCHEN

EXISTING

34

P.C.O.

WINE RACK

72

RECEPTION

EATING AREA

UNIT K

BAR

WATER TAP

WAITER'S STATION

DRESSINGS

ICE MACHINE

SPOONS

FORKS

NAPKINS

DRINKS MACHINE

WOMEN

MEN

56

39

38

39

39

MCALLEN POLICE DEPARTMENT
RE: CALLS FOR SERVICE/3300 N MCCOLL RD
APRIL 2012 - 2013

DATE	TIME	INCIDENT TYPE
9/28/2012	17:42	ALARMS
4/14/2012	9:08	ALARMS
4/22/2012	1:11	ASSAULT
6/3/2012	2:43	ASSAULT
6/24/2012	0:37	ASSAULT
8/26/2012	0:18	ASSAULT
9/2/2012	2:19	ASSAULT
2/3/2013	1:00	ASSAULT
5/6/2012	3:18	ASSAULT
5/19/2012	22:51	ASSAULT
6/24/2012	2:19	ASSIST OTHER AGENCY
4/1/2012	3:28	BURG VEH REPORT
6/3/2012	2:10	C/A PERSON J/OCCURED
4/15/2012	18:40	CRIMINAL MISCHIEF
5/20/2012	2:52	CRIMINAL MISCHIEF
6/10/2012	1:21	DESTRUCTION/DAMAGE/VANDALISM
4/14/2012	2:21	DISTURBANCE
4/22/2012	0:54	DISTURBANCE
4/29/2012	2:30	DISTURBANCE
5/4/2012	2:36	DISTURBANCE
5/6/2012	0:09	DISTURBANCE
7/1/2012	1:30	DISTURBANCE
7/15/2012	1:37	DISTURBANCE
7/29/2012	7:43	DISTURBANCE
8/19/2012	2:26	DISTURBANCE
9/2/2012	1:18	DISTURBANCE
10/7/2012	1:41	DISTURBANCE
10/21/2012	1:58	DISTURBANCE
2/10/2013	2:51	DISTURBANCE
6/10/2012	1:21	DRUNKENNESS
10/14/2012	2:47	DRUNKENNESS
5/10/2012	12:45	HARRASSMENT ALREADY OCCURRED
6/9/2012	22:33	LOUD NOISE COMPLAINT
10/21/2012	4:18	LOUD NOISE COMPLAINT
12/22/2012	23:57	LOUD NOISE COMPLAINT
1/5/2013	23:12	LOUD NOISE COMPLAINT
6/30/2012	1:15	PUBLIC MORALS
5/4/2012	23:16	PUBLIC MORALS
4/22/2012	2:51	REQUEST OFFICER
6/30/2012	22:17	REQUEST OFFICER
8/12/2012	1:43	REQUEST OFFICER
2/3/2013	1:03	REQUEST OFFICER
5/22/2012	21:27	SUSPS SUBJ/CIRCUMST
8/24/2012	21:48	SUSPS SUBJ/CIRCUMST
3/10/2013	1:07	SUSPS SUBJ/CIRCUMST
8/5/2012	1:21	TRAFFIC HAZARD
12/29/2012	7:58	Traffic Stop

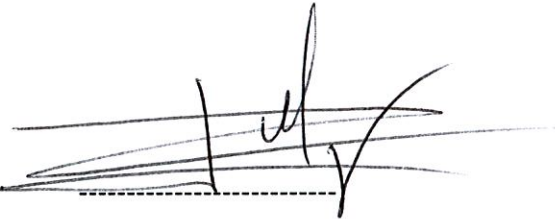
May 17. 2013

To Whom It May Concern:

I, Rolando Longoria appeal the decision of the Planning and Zoning Commission Meeting for a Conditional Use Permit for a Night Club at 3300 N. McColl Road Suite, K.

We wish to be heard at the city Commission Meeting.

Sincerely

A handwritten signature in black ink, appearing to read 'Rolando Longoria', is written over a horizontal dashed line. The signature is stylized and somewhat cursive.

Rolando Longoria



**NOTICE
NIGHT CLUB
For
This Property
CUP2013-0069**
City of McAllen Planning Dept - 681-1250
www.mcallen.net

ELE

V
VENUS
Medspa & Salon

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM _____
DATE SUBMITTED 1A3
MEETING DATE 6/04/13
6/10/13

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

2. **Party Making Request:** Vicky Chmielowski

3. **Nature of Request: (Brief Overview) Attachments:** X Yes _____ No
Appeal the decision of the Planning and Zoning Commission of the May 21, 2013 meeting denying the request of Vicky Chmielowski, for a Conditional Use Permit, for one year, for a bar at Lot 6, Mejia Subdivision, Hidalgo County, Texas: 2010 Nolana Avenue.

4. **Policy Implication:** _____

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

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

6. **Alternate option costs:** _____

7. **Routing:**

NAME/TITLE	INITIAL	DATE	CONCURRENCE YES/NO
------------	---------	------	-----------------------

a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>6/4/2013</u>	<u>No</u>
b) _____	_____	_____	_____

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

9. **Advisory Board:** _____ Approved X Disapproved _____ None
With a favorable recommendation to grant the variance to the distance requirement.

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

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: June 04, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 21, 2013 MEETING DENYING THE REQUEST OF VICKY CHMIELOWS KI FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A BAR AT LOT 6, MEJIA SUBDIVISION #1; 2010 NOLANA AVENUE.

GOAL:

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

BRIEF DESCRIPTION:

The property is located on the north side of Nolana, approximately 135 ft. west of Bicentennial Drive and is zoned C-3 (general business) District. The adjacent zoning is C-3 District in all directions. Surrounding land uses include commercial businesses, bars and The McAllen International Museum (IMAS). A bar is allowed in a C-3 zone with a conditional use permit and in compliance with requirements.

The initial conditional use permit was approved for one year by the Planning and Zoning Commission in November of 2001. The permit expired and the use discontinued operation. Another applicant was approved for this location by the City Commission in February of 2004 with a variance to the 600 ft. distance requirement. The permit was renewed annually by different tenants with the last approval was on April 9, 2012 for one year by the City Commission with a variance to the 600 ft. distance requirement, and with the added condition for nightly trash pickup and extra security.

The applicant is proposing to continue to operate the bar from the existing building. The hours of operation will continue to be from 8:00 p.m. to 3:00 a.m. Wednesday through Saturday.

A police activity report is attached indicating service calls from May 2012 to present. The Health and Fire Departments have inspected the establishment; however, a final

inspection is needed after remodeling is done. Should the Conditional Use Permit be approved, the applicant would be required to sign the application acknowledging and agreeing to the conditions of the permit. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- 1) The property line of the lot of any of the above mentioned businesses must be at least 600 ft. from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. of The McAllen International Museum (IMAS) to the east and residentially zoned properties to the east and southeast.
- 2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential sized streets. The establishment has direct access to Nolana Avenue and Bicentennial Drive, and does not generate traffic into residential areas;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. Currently there is a multi-tenant commercial plaza on the property. The plaza is a mixture of retail, fast food restaurants, and bars. At this time there are two fast food restaurants (Dominos & Billy's BBQ), retail (laundry matt, beauty salon, & Direct TV), a bar (Jackie O's) and a vacant lease space that had previously been used as a bar. Based on the current uses (except Jackie O's), 34 parking spaces are required. and 125 spaces are provided on site. The proposed bar would require 46 parking spaces for a total of 80 spaces for the plaza. The existing bar (Jackie O's) is required 51 parking spaces; however, they have a parking agreement allowing them shared parking with a property to the west in order to comply with the parking requirements. If the vacant space again becomes occupied for a bar, it would require 46 parking spaces and parking would need to be provided;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties.
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- 7) The above mentioned business shall restrict the number of persons within the

building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The allowable number of persons within the building for the use was set at 189 persons.

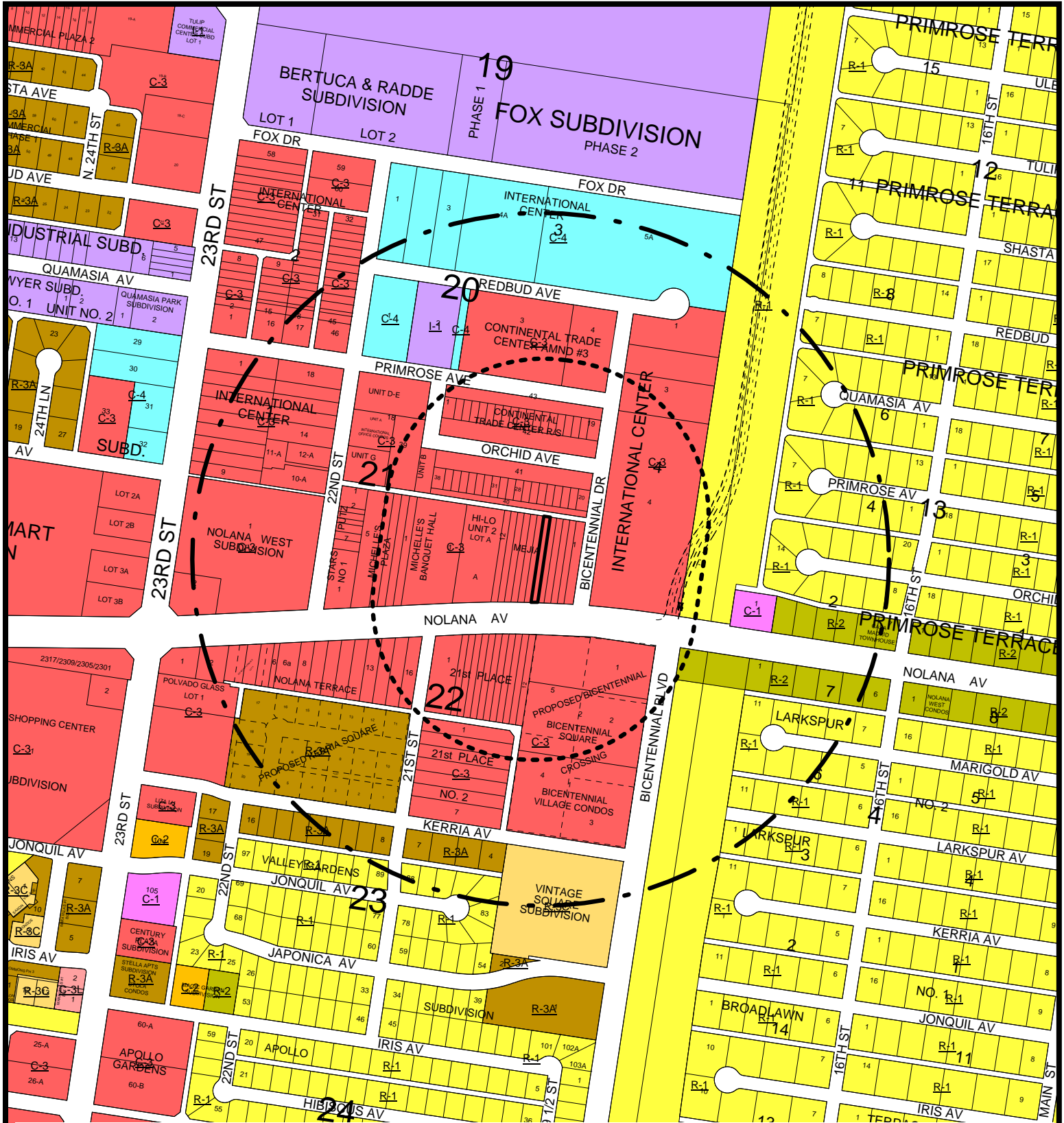
OPTIONS:

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

RECOMMENDATION:

The request was heard at the May 21, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the applicant was not present.

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



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 500'



SUBJECT PROPERTY

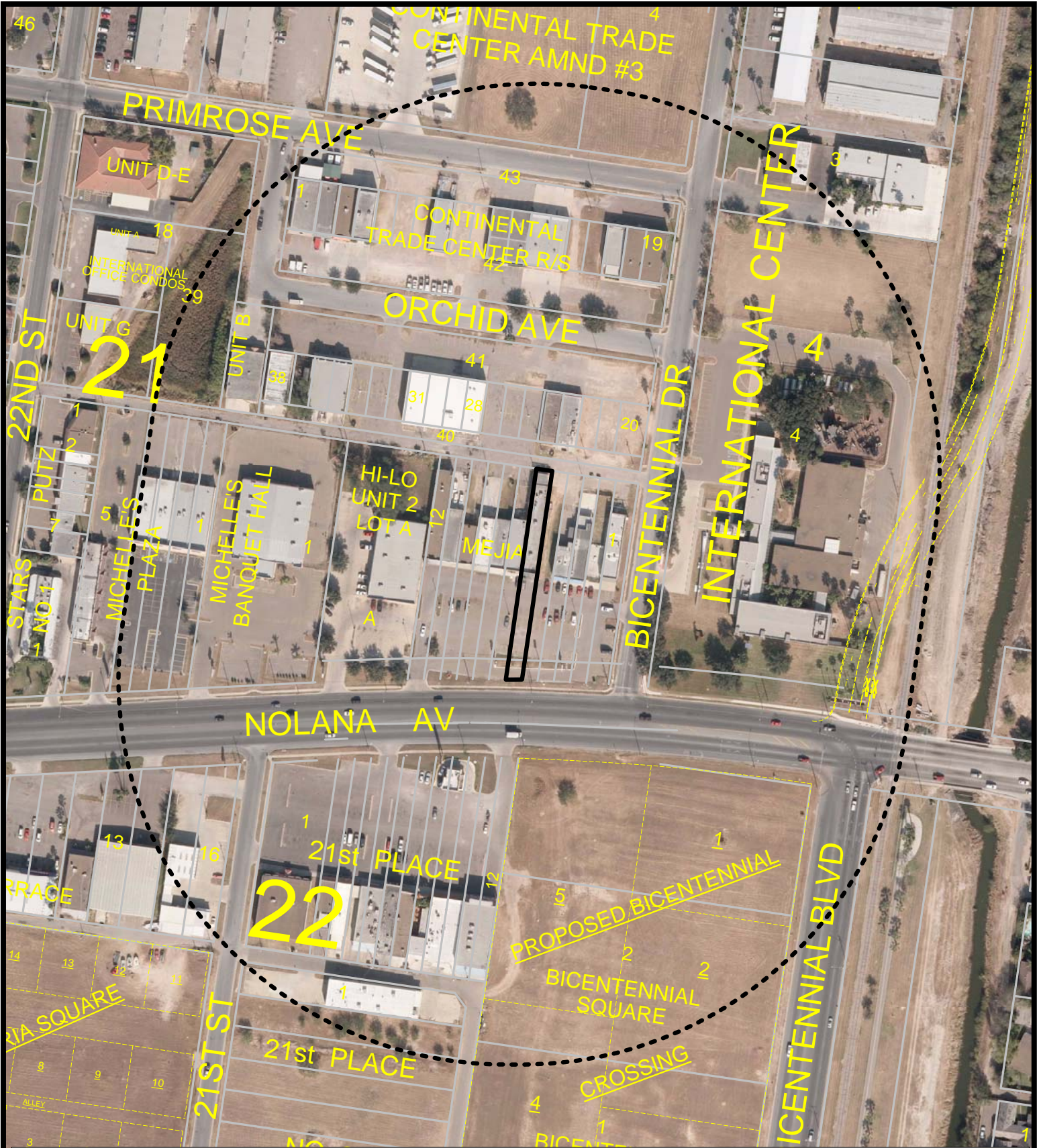
600 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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



CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

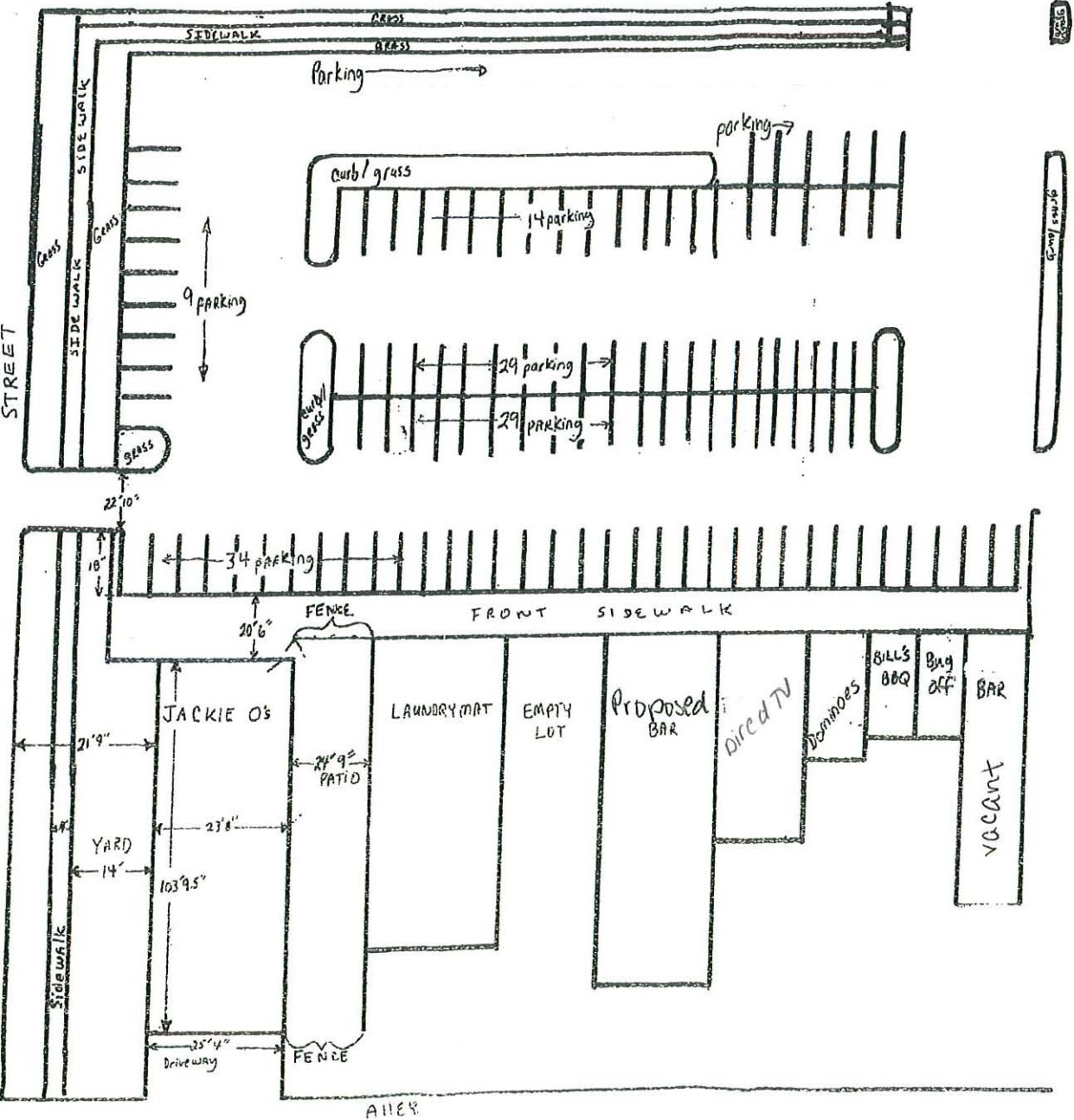
 600 FT. NOTIFICATION BOUNDARY



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

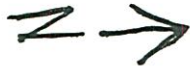
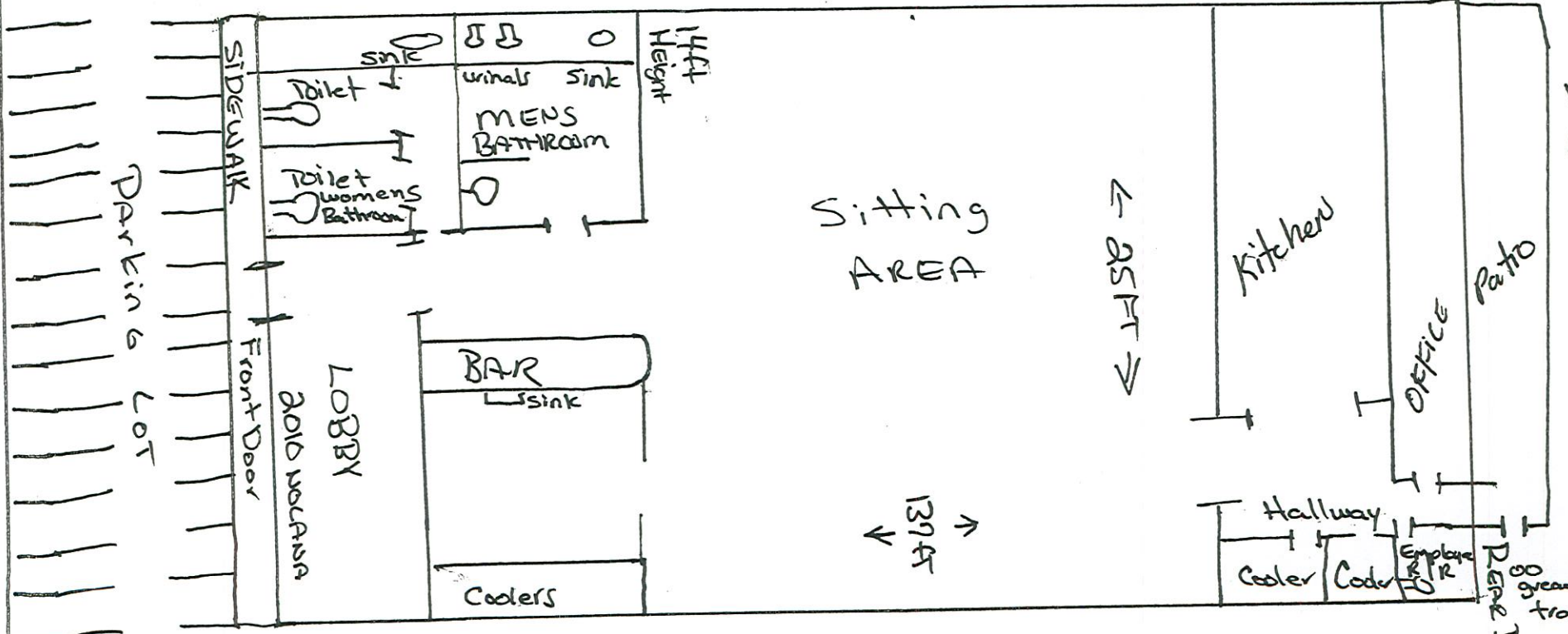
NOLANA

Site Plan
North ↓



to proposed
changes or uses

VACANT
Boiciding



VACANT
LOT

BICENTENIAL

NOCLANNA

RECEIVED

FEB 21 2015

Initial:

B. S. 115

MCALLEN POLICE DEPARTMENT
RE: CFS @ 2010 W NOLANA AVE
MAY 2012 - 2013

11/1/2012	1:06	201200103988	SUSPS SUBJ/CIRCUMST
11/1/2012	1:06	201200103988	DRUNKENNESS
1/27/2013	5:05	201300008770	FIRE INFORMATION FOR PD
1/27/2013	16:10	201300008915	CRIMES AGAINST PROPERTY
4/6/2013	23:28	201300033253	POLICE SERVICES

May 22, 2013

To: City of McAllen

From: Vicky Chmielowski

Ref: Appeal Decision of denial for Rehab Bar LLC 2010 Nolana McAllen Tx. 78504

Please allow this letter to serve that Rehab Bar LLC respectfully appeals the decision of denial for conditional use permit by the Planning and Zoning department located at 2010 NoPlana McAllen Texas.

If you have any questions concerning this matter please feel free to contact me at 956-867-5033


Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicky Chmielowski". The signature is written in a cursive, flowing style.

Vicky Chmielowski



**NOTICE
BAR
For
This Property
CUP2013-0078**

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

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1A4 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 6/04/13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 6/10/13 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Miguel A. Coy

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Appeal the decision of the Planning and Zoning Commission of the May 21, 2013 meeting denying the request of Miguel A. Coy, for a Conditional Use Permit, for one year, for a nightclub at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas: 3300 North McColl Road, Suites I & J.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

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

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 6/4/2013 </u>	<u> No </u>
b) _____	<u> </u>	<u> </u>	<u> </u>

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

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

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

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

DATE: June 04, 2013

SUBJECT: **APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 21, 2013 MEETING DENYING THE REQUEST OF MIGUEL A. COY, ON BEHALF OF PROJECT X, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NIGHTCLUB AT LOT 1- 4, THE DISTRICT AT MCALLEN SUBDIVISION; 3300 NORTH MCCOLL ROAD, SUITES I & J.**

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

BRIEF DESCRIPTION:
 The property is located on the east side of North McColl Road approximately 420 ft. north of East Fern Avenue and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the north, south, east and west and R-3A (multifamily residential apartment) District also to the east. Surrounding land uses include the commercial businesses, offices, restaurants, and multi-family residences and vacant land. A bar is allowed in a C-3 zone with a Conditional Use Permit and in compliance with requirements.

The initial conditional use permit for this establishment was approved on January 23, 2012 by the City Commission with a variance to the distance requirement. The permit was never picked up by the applicant and expired. The establishment never operated.

Currently there is a multi-tenant commercial building on the property. The applicant is proposing to operate a nightclub in a 6,200 sq. ft. lease space. The proposed hours of operation are from 7:00 P.M. to 2 A.M. Wednesday thru Saturday.

A police activity report was not requested since the nightclub has not been in operation during the past year. The Health Departments has inspected the establishment; however, the Fire Department still needs to inspect the establishment for compliance with safety codes and regulations. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

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

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

- 2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential sized streets. The establishment has access to North McColl Road and East Fern Avenue, and does not generate traffic into residential areas;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. Currently there is a multi-tenant commercial building on the property. The building is currently a mixture of retail, vacant suites, a restaurant (La Pampa), nightclubs and a bar. Based on the square footages and current mixed uses, 71 parking spaces are required during business hours (8 A.M. to 7 P.M.). The proposed 6,200 sq. ft. nightclub would require 83 parking spaces; 274 parking spaces are provided on the common parking area in the front and rear of the building. For the businesses that are after hours (restaurant, nightclubs and bar), to run simultaneously, 319 parking spaces are required. There is a recorded mutual access agreement that allows the use of parking and access in and across Lots 1 through 5, 6A, 6B of The District of McAllen Subdivision and Lot 9, 10, and 11 of The District of McAllen Phase II Subdivision. The 45 parking spaces will be utilized from Lot 6A;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties. Should this permit be granted, then the condition of keeping litter at a minimum on this property and on adjacent properties be maintained; and;
- 7) The above mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. Occupancy load to be determined at time of permit submittal and issuance.

OPTIONS:

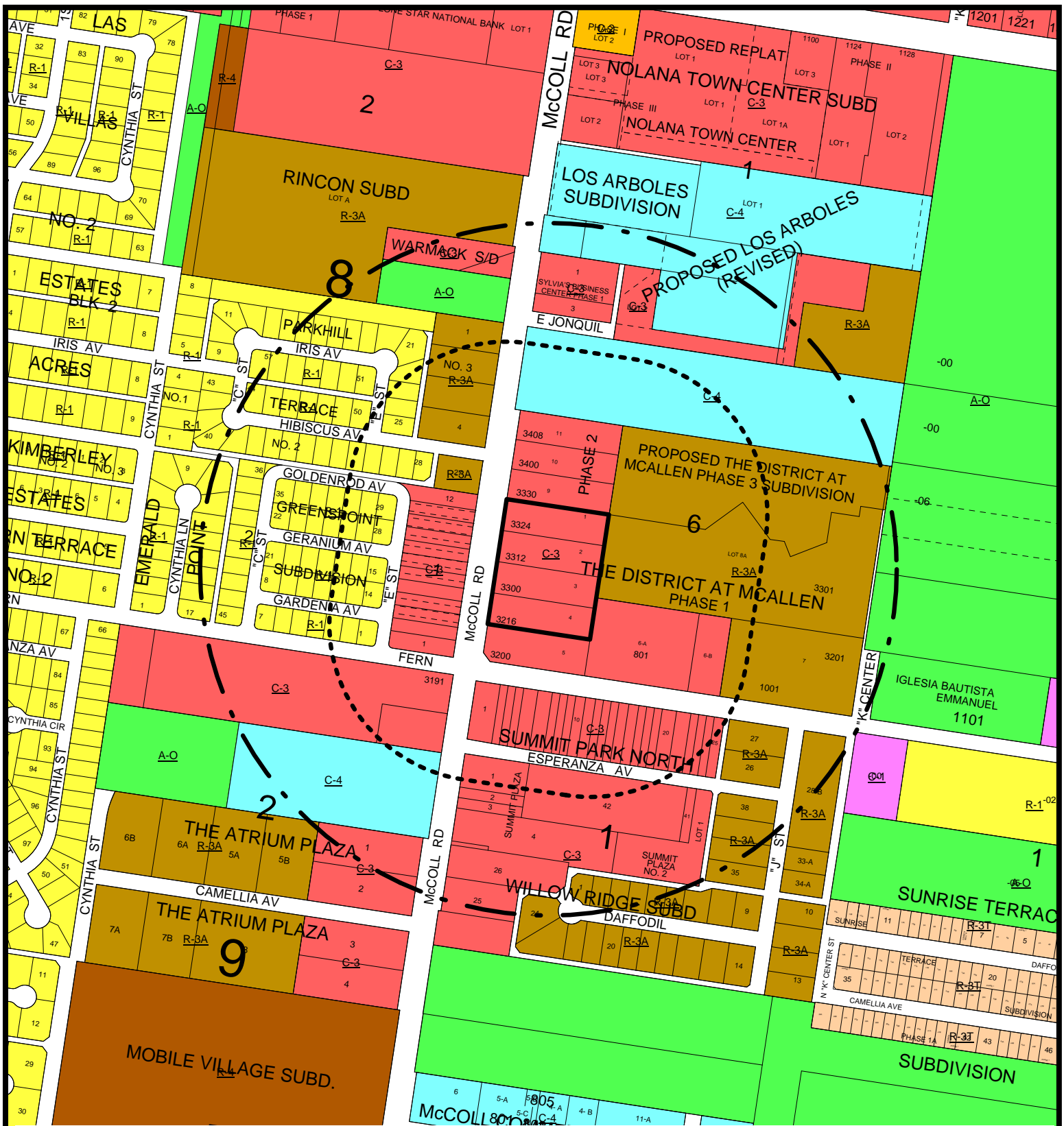
1. Disapprove the Conditional Use Permit.
2. Table the item for additional information.

RECOMMENDATION:

The request was heard at the May 21, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the applicant was present.

The applicant, Miguel A. Coy, approached the podium. The board notified him of the conditions of nightly trash pickup an hour after closing and extra security during operation hours.

Following discussion of the item, the board unanimously voted to disapprove the request due to noncompliance with requirement #1 (distance) of Section 138-118(4) of the Zoning Ordinance with a favorable recommendation to grant the variance and maintaining the conditions of nightly trash pickup an hour after closing and extra security. There were six members present and voting. The applicant has submitted a letter of appeal.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

600 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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CITY OF McALLEN
PLANNING DEPARTMENT

AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

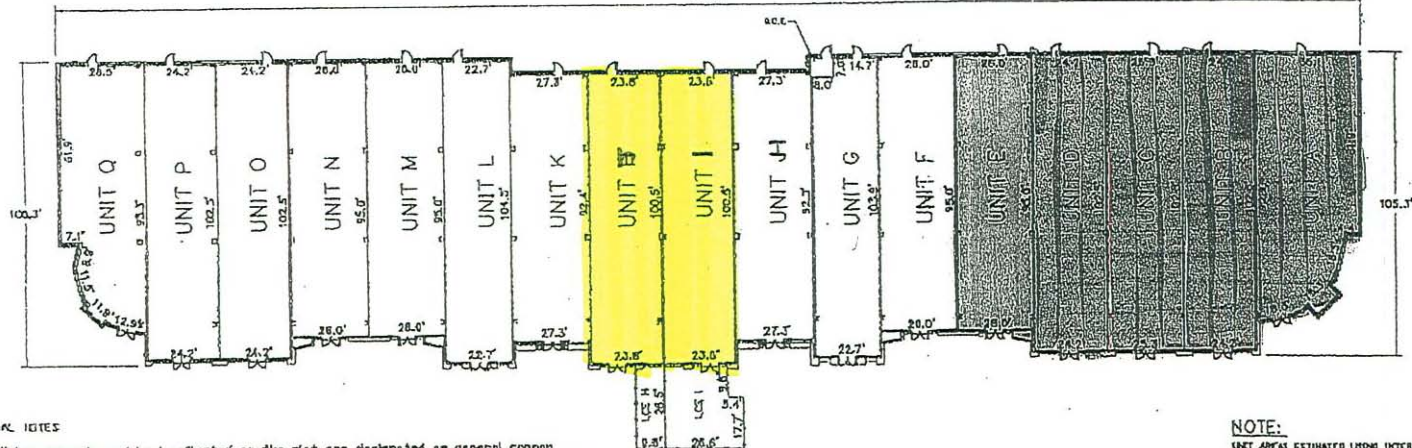
 600 FT. NOTIFICATION BOUNDARY



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

140.0'

a.c.e.



GENERAL NOTES

1. All improvements and land reflected on this plat are designated as general common elements, save and except portions of the regime designated as LCE or unit (U) in the Declaration of Condominium Regime For The District at McAllen Condominiums (the "Declaration") or (U) on the plans and plans of the regime.
2. Ownership and use of condominium units is subject to the rights and restrictions contained in the Declaration.
3. Each unit, building limited common element and general common element is subject to special rights reserved by the Declarant as provided provision A.6 of Exhibit "A" to the Declaration. Pursuant to such provisions, among other things, Declarant has reserved the right to (a) make or make improvements indicated on the plat and plans, as provided in Provision A.6(b) of Exhibit "A" to the Declaration; (b) exercise any development right permitted by the Texas Uniform Condominium Act (the "Act") and the Declaration, including the addition of all or any portion of the additional property to the regime described on the plat as "Additional Property Which May Be Added to the Regime" or "Subject to Development Rights", which property may be added as units, general common elements and/or limited common elements, as provided in Section 2.2 of the Declaration and Provision A.6(d) of Exhibit "A" to the Declaration; (c) make the property part of a larger condominium or planned community, as provided in Provision A.6(d) of Exhibit "A" to the Declaration; (d) use units owned or leased by Declarant as hotels, storage areas and offices for the marketing, management, maintenance, customer service, construction, and leasing of the property, as provided in Provision A.6(d) of Exhibit "A" to the Declaration; and (e) appoint or remove any Declarant-appointed officer or director of the Association during the Declarant-appointed officer or director of the Association during the Declarant control period (as defined in the Declaration) consistent with the Act, as provided in Provision A.6(d) of Exhibit "A" to the Declaration. As provided in Provision A.6 (v) of Exhibit "A" to the Declaration, for purposes of promoting, identifying, and marketing the property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the property including here and locations that are prohibited to other owners. Declarant reserves an easement and right to maintain, replace, repair, or remove the signs from time to time within property. As provided in Provision A.6(d) of Exhibit "A" to the Declaration, Declarant has an easement and right of ingress and egress in and through the common elements (as defined in the Declaration) and units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the property, and for discharging Declarant's obligations under the Act and the Declaration.

NOTE:

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

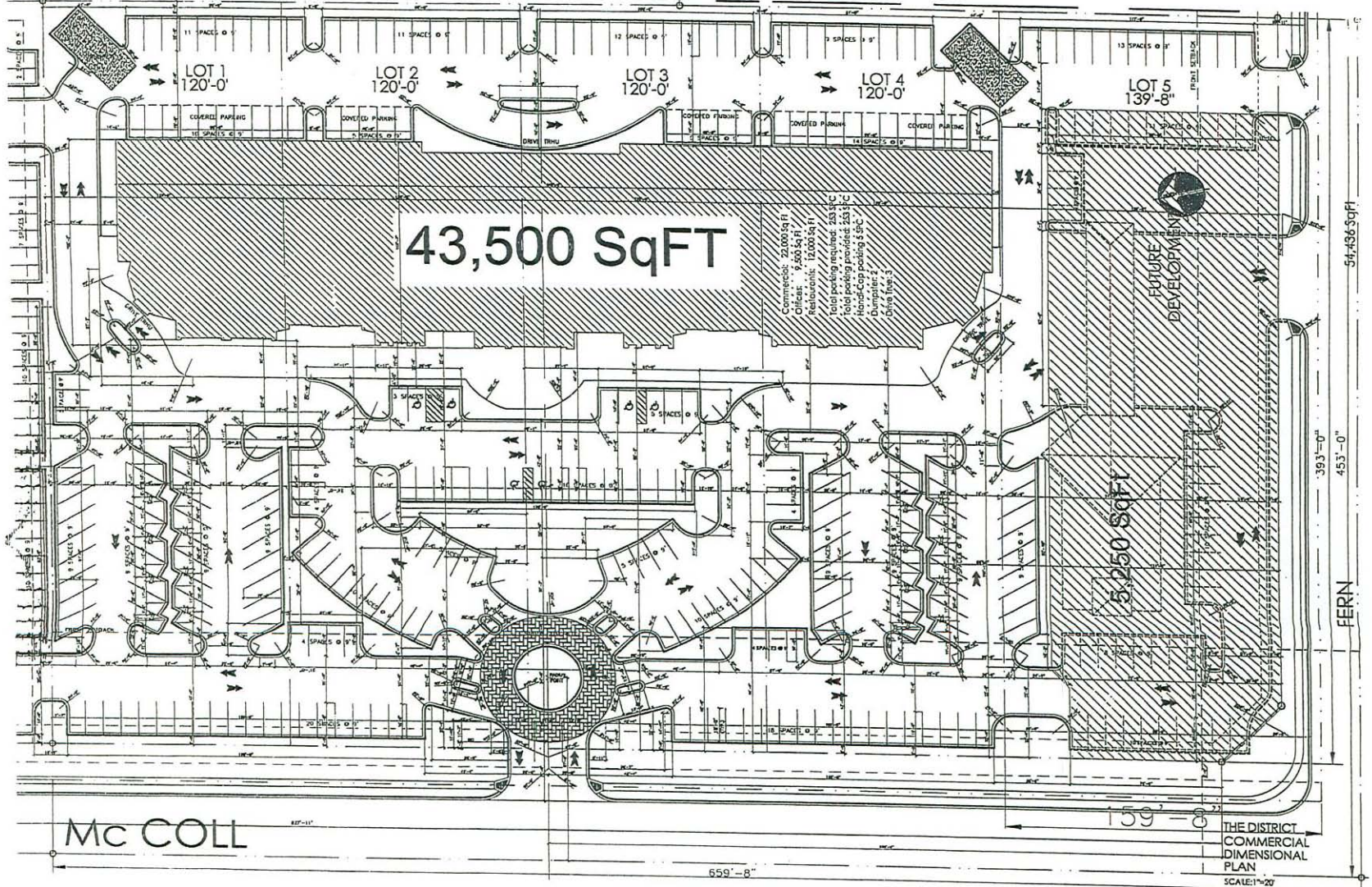
LEGEND	
LCE 1	Applied to Unit 1
LCE 7	Applied to Unit 7

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



DATE PREPARED: JUL 1988
By: [Signature]
Title: [Signature]
APPROVED BY: [Signature]
Title: [Signature]

NOTICE 1988
COPYRIGHT 1988
S.W.G. CONSULTING ENGINEERS
2525 LEO-McALLEN, McALLEN, TX.
(512) 348-8111
(512) 348-8200
CITY, TEXAS 78501



LOT 1
120'-0"

LOT 2
120'-0"

LOT 3
120'-0"

LOT 4
120'-0"

LOT 5
139'-8"

43,500 SqFT

Commiss: 22,000 Sq Ft
 Office: 9,800 Sq Ft
 Retail: 12,000 Sq Ft
 Total parking required: 253 SPC
 Total parking provided: 253 SPC
 Hand-Cap parking: 4 SPC
 Dumpster: 2
 Drive lanes: 3

5,250 Sq Ft

FUTURE DEVELOPMENT

Mc COLL

659'-8"


393'-0"
453'-0"

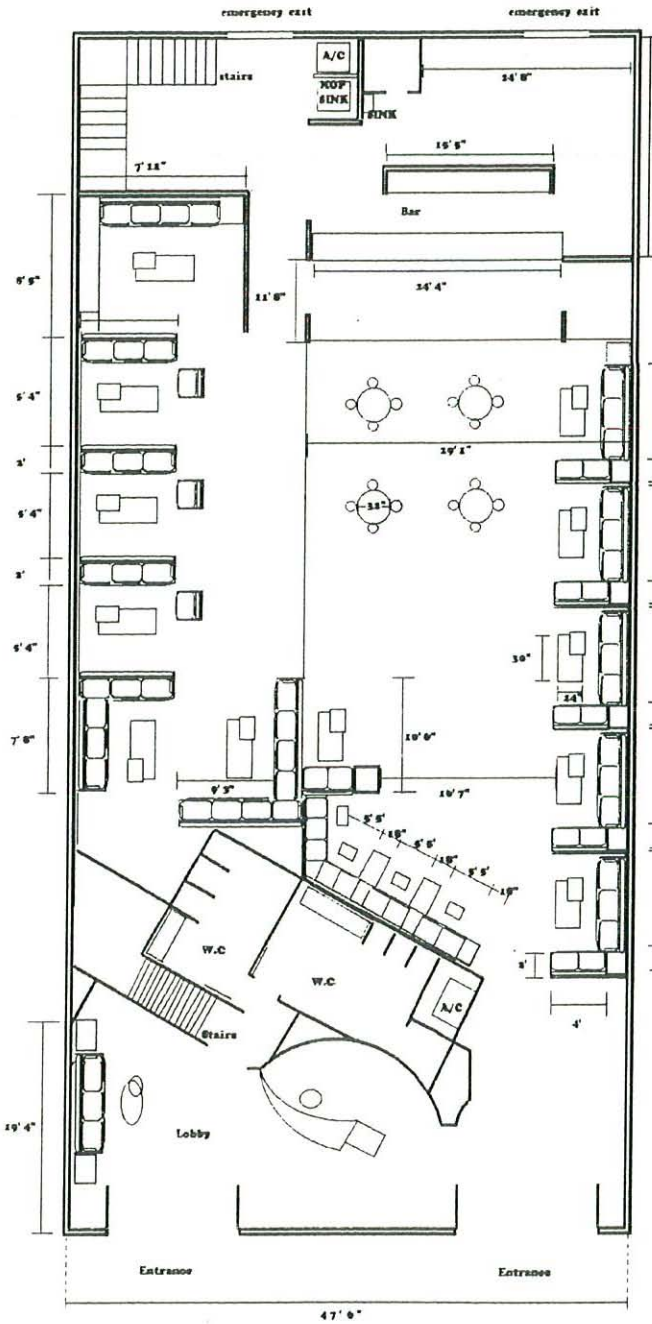
FERN

51,436 Sq Ft

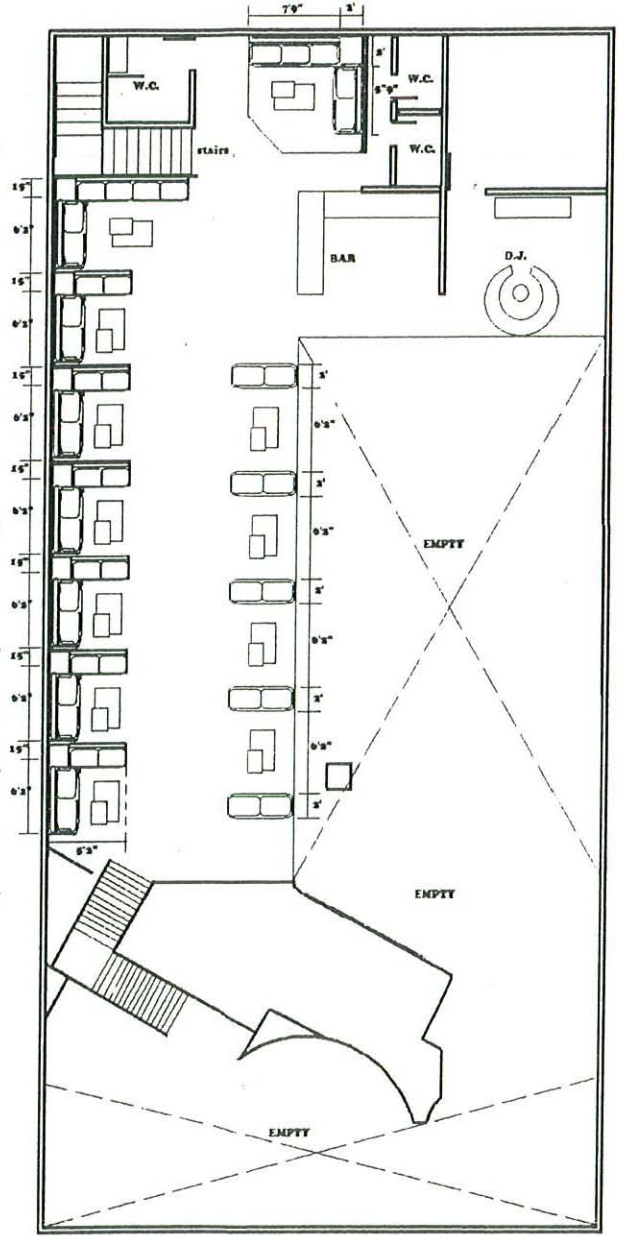
THE DISTRICT
COMMERCIAL
DIMENSIONAL
PLAN

SCALE: 1"=20'

THE VANK	
3300 N McCall Rd Ste. 103	
McAllen Tx.	78501
	



FIRST FLOOR



SECOND FLOOR

Wednesday May 22nd, 2013

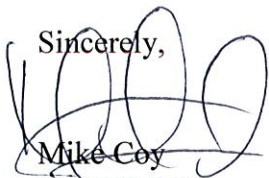
To: City of McAllen

From: Lizzie's Enterprises, Inc.

Re: Project X Night Club
3300 N McColl Road Suites I & J
McAllen, Texas 78504

I am respectfully appealing the decision made by the Planning & Zoning on Tuesday
May 21st, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Coy". The signature is stylized with large, overlapping loops and a horizontal line crossing through the middle.

Mike Coy
956 607 4407



PROJECT X
NIGHT CLUB

NO
NIGHT CLUB
FOR
This Project
CUP2010
City of McAllen, TX
www.mcalleentx.gov

NO
NIGHT CLUB
FOR
This Project
CUP2010
City of McAllen, TX
www.mcalleentx.gov

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1A5 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 6/04/13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 6/10/13 </u>
OTHER	<u> </u>	DATE	

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

2. **Party Making Request:** Rope Investors, LLC

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
 Appeal the decision of the Planning and Zoning Commission of the May 21, 2013 meeting denying the request of Rope Investors, for a Conditional Use Permit, for one year, for a nightclub at Lot 1, Robin Subdivision, Hidalgo County, Texas: 6800 North 10th Street.

4. **Policy Implication:** _____

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

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

6. **Alternate option costs:** _____

7. **Routing:**

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
------------	---------	------	------------------------------

a) <u> Julianne R. Rankin </u>	<u> JRR </u>	<u> 6/4/2013 </u>	<u> No </u>
Director of Planning			
b) _____	<u> </u>	<u> </u>	<u> </u>

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

9. **Advisory Board:** Approved X Disapproved None
 With a favorable recommendation to grant the variance to the distance requirement.

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

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: June 4, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE MAY 21, 2013 MEETING DENYING THE REQUEST OF ROPE INVESTORS, LLC., FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NIGHTCLUB AT LOT 1, ROBIN SUBDIVISION; 6800 NORTH 10TH STREET.

GOAL:

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

BRIEF DESCRIPTION:

The property is located on the east side of North 10th Street, approximately 330 ft. south of Robin Avenue and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the south and west, R-2 (duplex-fourplex) District to the east, and C-1 (office building) District to the north. Surrounding land uses include commercial businesses, restaurants, multi-family residences, and vacant land. A nightclub is allowed in a C-3 zone with a Conditional Use Permit and in compliance with requirements.

There is currently a commercial building on the property, which had previously been occupied as a restaurant. The applicant is proposing to operate a 10,170 sq. ft. nightclub. The proposed hours of operation will be Monday thru Thursday 8:00 p.m. – 2:00 a.m. and Friday thru Saturday 7:00 p.m. – 2:00 a.m. Access to the site is proposed to be from one curb cut along North 10th Street. A building permit application has been submitted. The establishment must comply with all requirements of the building permit including parking, landscaping, sidewalks, etc.

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

- 1) The property line of the lot of any of the above mentioned businesses must be at least 600 ft. from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. of residential zones and uses;
- 2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential sized streets. The establishment has access to North 10th Street, and does not generate traffic into residential areas;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. Based on the square footage of the establishment, 136 parking spaces are required for this; 128 parking spaces are being proposed;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- 7) The above mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The maximum capacity for this establishment will be determined at the time of building permit prior to occupancy of the building.

OPTIONS:

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

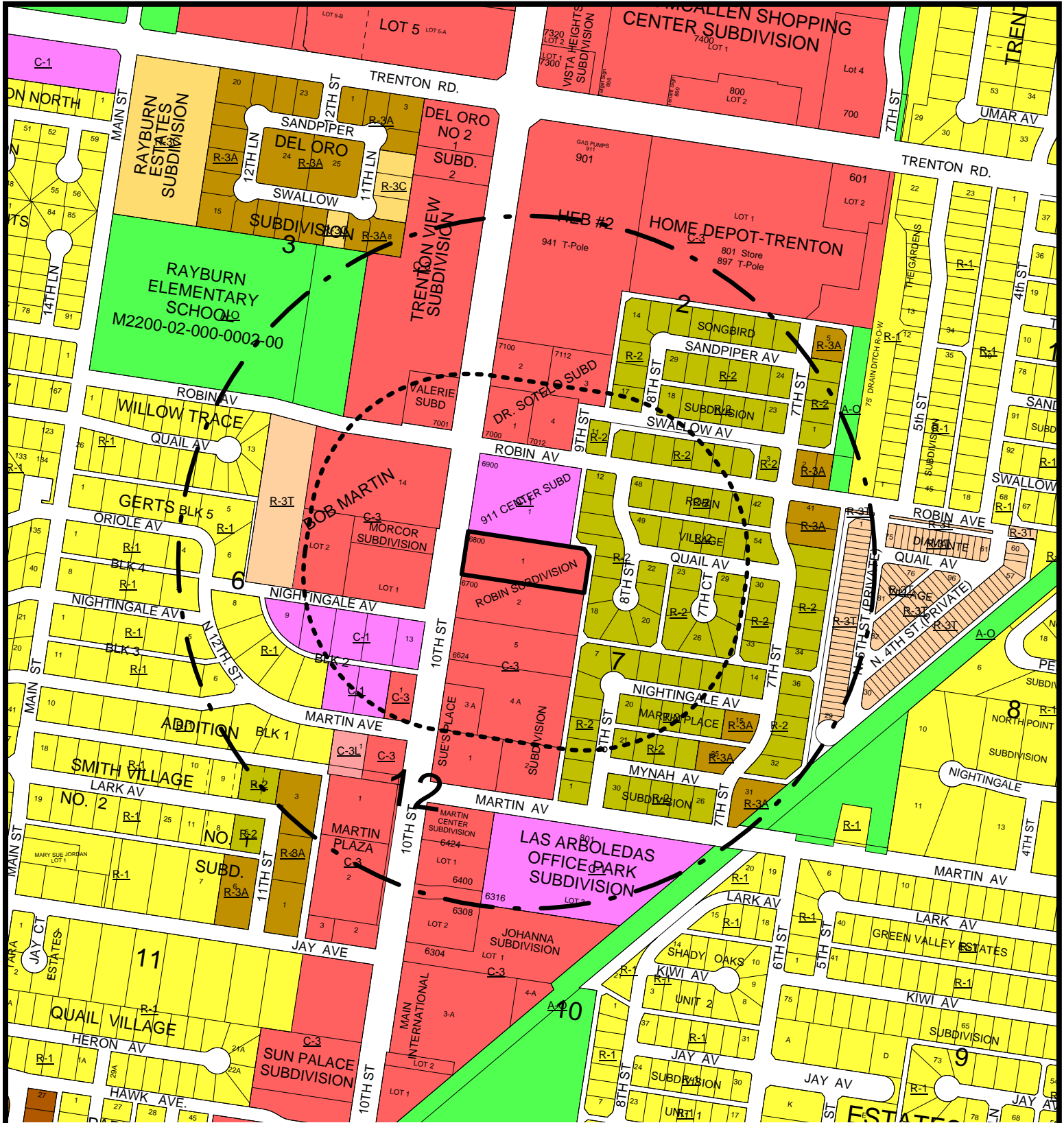
RECOMMENDATION:

The request was heard at the May 21, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the owner was present.

The board explained to the owner of the conditions of the conditional use permit since residential uses exist to the east of his establishment. They advised the owner that the permit may be revoked if the conditions aren't met and if complaints arise during the year.

Mr. Jose Pedraza, the owner, approached the podium and stated that he understood the conditions. He indicated that they will do everything possible to be good neighbors to the residents and businesses around them.

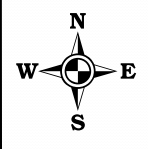
Following discussion of the item, the board unanimously voted to disapprove the request due to noncompliance with requirement #1 (distance) of Section 138-118(4) of the Zoning Ordinance, but with a favorable recommendation to grant the variance to the distance requirement. There were six members present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



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 500'



SUBJECT PROPERTY	600 FT. NOTIFICATION BOUNDARY	1/4 MILE RADIUS
------------------	-------------------------------	-----------------

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

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



CITY OF McALLEN
PLANNING DEPARTMENT

AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 600 FT. NOTIFICATION BOUNDARY



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

LOT 1
911 ROBIN CENTER
SUBDIVISION
(VOL. 30, PG. 139-A M/R)

S81° 14' E 530.0'

10' UTIL. EASEMENT

445.0'

25' x 25' ALLEY
DEDICATED BY
THIS PLAT

35.35'

140.0'

46' W 330.0'

470.0'

10'

N. 10th STREET (S.H. 336)

Tex Dot R-O-W
VOL. 778, PG. 105
H.C.D.R.

165.0'

10' ADDITIONAL R-O-W
(By This Plat)

VENT TO CITY
SANITARY SEWER,
STORM DRAINAGE

110' R.O.W.
50' 60'
60' R.O.W.

10' UTIL. EASEMENT

20' ALLEY

N. 8th ST.

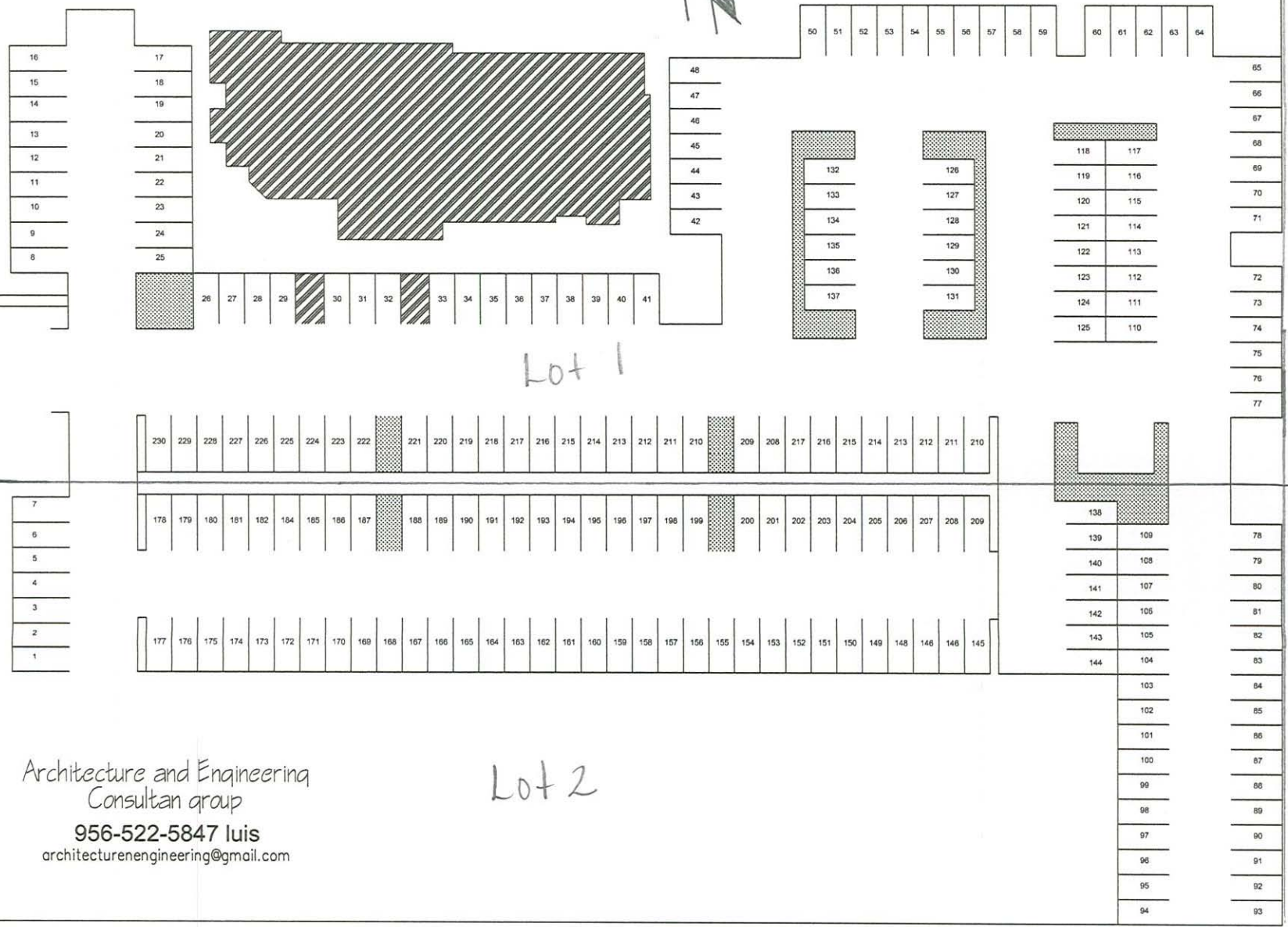
ROBIN VILLAGE
SUBDIVISION
(VOL. 30, PG. 138 M/R)

Robin Subdivision

128 p.s.



N. 10th Street



Lot 1

Lot 2

Architecture and Engineering
 Consultan group
 956-522-5847 luis
 architectureengineering@gmail.com

Architecture and Engineering
Consultan group

956-522-5847 luis

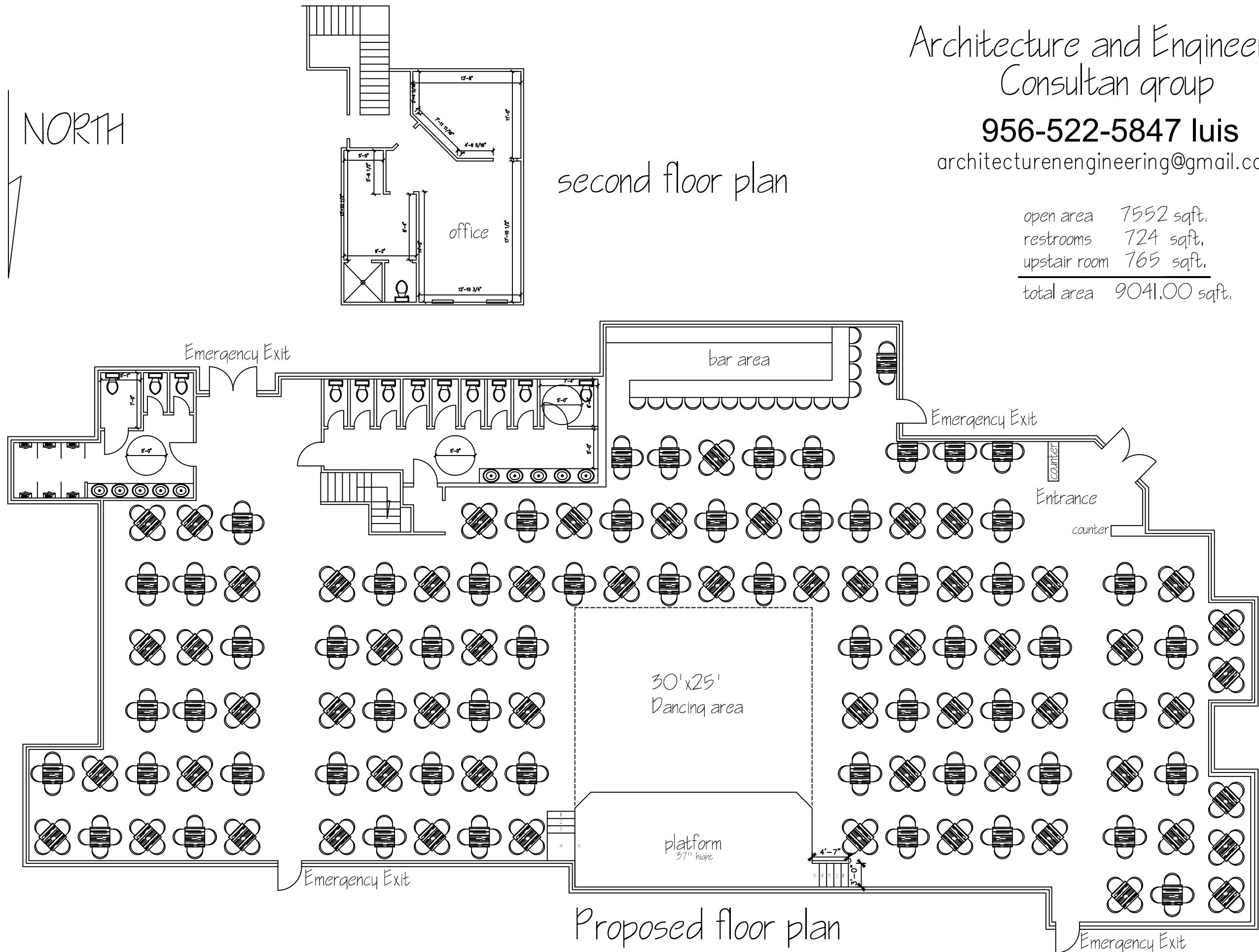
architectureengineering@gmail.com

open area 7552 sqft,
restrooms 724 sqft,
upstair room 765 sqft,

total area 9041.00 sqft.

NORTH

second floor plan



Proposed floor plan

Wednesday May 22nd, 2013

To: City of McAllen

From: Rope Investors LLC

Re: Gaslight Club-North
6800 N 10th Street
McAllen, Texas 785404

I am respectfully appealing the decision made by the Planning & Zoning on Tuesday May 21st, 2013.

Sincerely,



Alejandro Robles

956 862 9864



City of McAllen
PLANNING DEPT.

5

5

**NOTICE
BAR
For
This Property
CUP2013-0083**

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

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1B </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 6/04/13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 6/10/13 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Juan Navarro

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

Appeal the decision of the Planning and Zoning Commission of the May 21, 2013 meeting denying the request of Juan Navarro, for a Conditional Use Permit, for one year, for a home occupation (office/moon jump rentals) at Lot 6, Daffodil Gardens #1 Subdivision, Hidalgo County, Texas: 505 Daffodil Avenue.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: Budgeted Amount:

Under Budget: Over Budget:

Amount Remaining:

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 6/4/13 </u>	<u> Yes </u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Approval of the request, for one year, subject to the conditions noted, compliance with requirements in Section 138-118(1) of the Zoning Ordinance, Fire Department requirements, the moon jumps to be stored inside the garage, and no cleaning the moon jumps on site.

9. Advisory Board: Approved X 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, Chairperson, Planning and Zoning Commission L.G.

DATE: June 04, 2013

SUBJECT: APPEAL THE DECISION OF THE PL ANNIG AND ZONING COMMISSION OF THE MAY 21, 2013 MEETING DENYING THE REQUEST OF JUAN NAVARRO FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A HOME OCCUPATION (OFFICE/MOON JUMP RE NTALS) AT LOT 6, DAFFODIL GARDENS #1 SUBDIVISION; 505 DAFFODIL AVENUE.

GOAL:

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

BRIEF DESCRIPTION:

The property is located on the south side of Daffodil Avenue approximately 250 feet east of North 6th Street and is zoned R-1 (single family residential) District. The adjacent zoning is R-1 District in all directions. Surrounding land uses include single residences and vacant land. A home occupation is permitted in an R-1 zone with a Conditional Use Permit and in compliance with requirements.

The applicant is proposing to operate an office for a moon jump and party rental business from the existing residence. The proposed hours of operation will be between 10:00 A.M. to 8:00 P.M. by appointment only Monday through Sunday.

Staff has received complaints from neighbors concerned with the applicant's moon jump business. Code Enforcement officers have visited the location on various times as complaints come in. The neighbors have concerns with moon jumps being cleaned at the front of the residence, moon jumps being stored in a cargo trailer in front of the garage, and vehicles being parked in the grass area. Signatures of opposition were submitted to the Planning Department. The percentage for the signatures is 47% opposing the request.

Should the conditional use permit be approved, the applicant would be required to sign the certificate acknowledging and agreeing to the conditions of the permit. The occupation may not be operational until issuance of the certificate. The Fire Department still needs to inspect the residence to meet all the minimum standards and applicable ordinances. The business must

comply with requirements set forth in Section 138-118(1) of the Zoning Ordinance and other specific requirements as follows:

- 1) The home occupation must be clearly secondary to the residential use. The applicant does live at the residence;
- 2) No signs are permitted. No signs proposed;
- 3) There shall be no exterior display or alterations indicating that the building is being used for any purpose other than that of a dwelling. No cleaning of moon jumps on site. However, the applicant wishes to clean the moon jumps outside in the backyard;
- 4) There shall be no more than one additional unrelated employee other than immediate members of the family residing on the premises. No additional employees are proposed;
- 5) There shall be no outside storage of materials or products. The applicant does store the moon jumps in a cargo trailer in front of the residence; if the conditional use permit is approved, staff recommends that the moon jumps be stored in garage;
- 6) The permitted use shall not create frequent or heavy traffic, not greater than ten percent (10%) of the average load per hour as determined by the city traffic engineer. No customers will visit the residence;
- 7) No retail sales (items can be delivered). No retail sales proposed;
- 8) No additions to the residence or accessory building specifically to accommodate the business. The applicant proposes no additions or accessory building to accommodate the business;
- 9) The business must take place in the primary residential structure on the property rather than in a detached garage or separate accessory building. The office portion of the business will take place in the main structure; and
- 10) The activity must take place at the location of which the permit was issued.

OPTIONS:

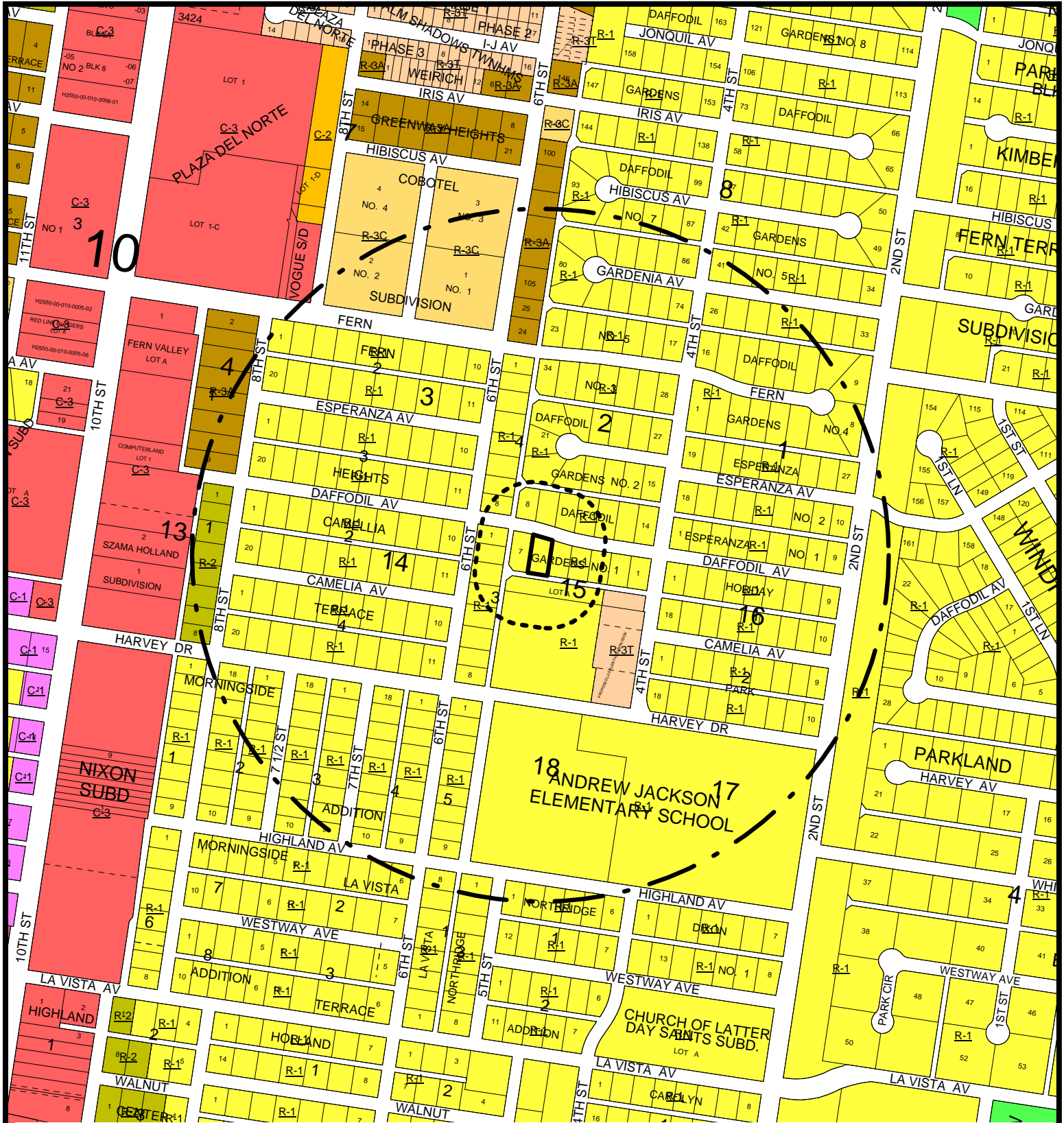
1. Approve the conditional use permit.
2. Table the item for additional information.
3. Disapprove the request.

RECOMMENDATION:

The request was heard at the May 21, 2013 Planning and Zoning Commission meeting. There were neighbors present in opposition of the request. The applicant was present.

Mr. Abel Garcia, in opposition, expressed concerns with the traffic that already exists on Daffodil Avenue, safety and parking issues. Daffodil Avenue is a narrow street and is very congested with through traffic of citizens going out to North 2nd Street. He indicated that at numerous times of the day there are vehicles parked on the street at this location causing a traffic safety. Also, he stated that other neighbors have had problems when the applicant maneuvers the trailer for the moon jumps in and out of the driveway.

Following discussion of the item, the board unanimously voted to disapprove the request. There were six members present and voting. The applicant has submitted a letter of appeal.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 500'



SUBJECT PROPERTY

200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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

Cleaning Area



Daffodil Street

RECEIVED

APR 24 2013

Initial: *AS*

16x13
Appt

CARPET

FAMILY ROOM
CARPET

PATIO

MAIDS
BED ROOM

MASTER
BATH

BATHROOM

KIT.
TILE

UTILITY
TILE

GARAGE

DINING
TILE

PORCH

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

11/17/97 15:43

TAX NO. 5115

P. 003

NG

ed
g Room

FRENCH
DOORS

Tile Floors

REPLACE DOOR
TO BELL & CHIMES

EXISTING
WINDOW

PAIR-FRENCH

COVE LIGHT

FALSE BEAM

CATHEDRAL
CEILING

24" x 24"
SKYLITE

SHOWER

4' FLOOR LITES

35" x 36"
SKYLITE

PANTRY

MICROWAVE
OVEN &
SINGLE OVEN

CORNER W/
VENT HOOD

3'-0" C.O.

FREEZER

UTILITY
TILE

WASHER

DRYER

CAL
ABOVE

TO ATTIC LITE

PULLDOWN
STAIRS

PLUG IN CLG.

ELECTRIC
DOOR OPENER

OVERHEAD GAR. DR.

4'-30"0"

4'-30"0"

COVE LIGHT

T.V.

13'-10"

15" BAR 30" HT

8'-8"

3'-8"

7'-5"

13'-5"

48'-6"

25'-6"

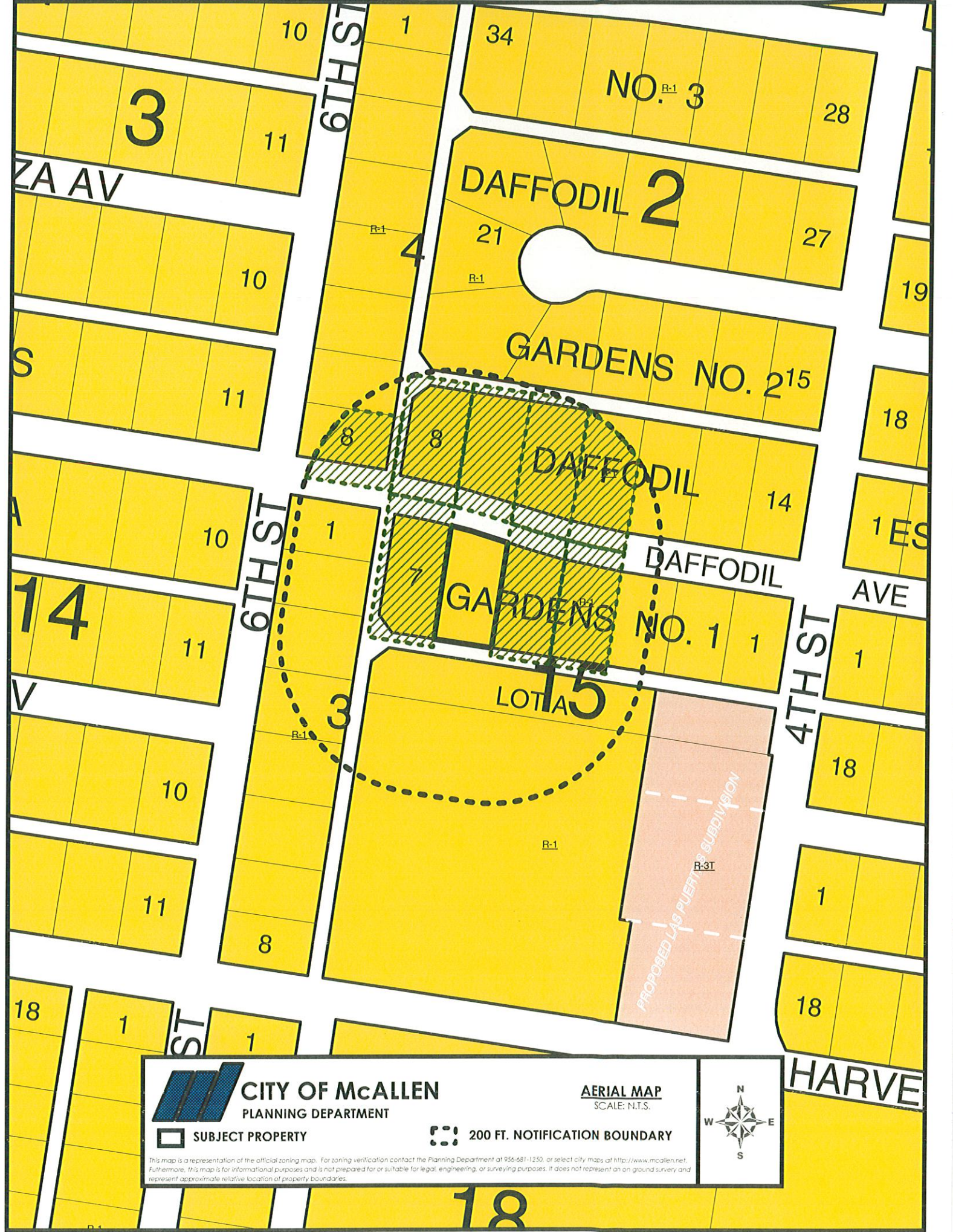
16'-0" x 7'-0"

9'-2"

9'-8"

18'-10"

NO
VE
NO



CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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CITY OF McALLEN

RICHARD F. CORTEZ, Mayor
HILDA SALINAS, Mayor Pro-Tem and Commissioner District 3
AIDA RAMIREZ, Mayor Pro-Tem and Commissioner District 4
SCOTT C. CRANE, Commissioner District 1
MARCUS C. BARRERA, Commissioner District 2
JOHN J. INGRAM, Commissioner District 5
JIM DARLING, Commissioner District 6

MIKE R. PEREZ, City Manager

May 15th, 2013

505 Daffodil Avenue
CUP2013-0086

200 Ft. Radius: 223,800 Sq. Ft.
Subject Property: 10,820 Sq. Ft.
Total Area of Opposition: 100,021 Sq. Ft.

$$\frac{200 \text{ Ft Radius} - \text{Subject Property}}{\text{Total Adjusted Area}} = \frac{\text{Total Area of Opposition}}{\text{Total Adjust Area}} = 0.*** \times 100 = \text{Percentage of Opposition}$$

$$\frac{223,800 \text{ Sq.Ft.} - 10,820 \text{ Sq.Ft.}}{212,980 \text{ Sq.Ft.}} = \frac{100,021 \text{ Sq.Ft.}}{212,980 \text{ Sq.Ft.}} = 0.470 \times 100 = 47.0\% \text{ Opposition}$$

May 24, 2013

City of McAllen
1300 Houston Avenue
McAllen, Texas 78505

RE: REQUEST FOR A APPEAL ON THE MAY 21, 2013 MEETING, WHERE THE REQUEST FOR A CONDITIONAL USE PERMIT FOR A HOME OCCUPATION (OFFICE/MOON JUMP RENTAL) AT 505 DAFFODIL AVENUE, WAS DISAPPROVED.

Dear Ms. Garcia:

This letter is to inform the Planning and Zoning Commission that I, Juan Navarro, am requesting an appeal to the decision made on May 21, 2013 to which I do not agree on. I was not able to respond to the disagreements brought forth before me, as I do not understand the English language and did not have someone who could help me at the time. I realize that in the past I was not in conformance of the cities laws, but have since corrected such misunderstandings on my part as asked by the City Code Enforcement. I have also conformed to the McAllen Fire Department and have been inspected and passed. I have also move all my cleaning of moon jumps to the rear of the property which is fenced to where it will not be of nuisance to any of the neighbors, as asked by the City Code Enforcement. The house does not receive customers at any time the vehicles parked at my home are personal or that of such person or persons which care for my wife, which is handy cap and requires such care.

My request is for a Conditional Use Permit, at 505 Daffodil Avenue, will provide my business with an office, and the storage of moon jumps in the garage, and the cleaning of some moon jumps as needed only, no customers will be coming or going from the property.

If you should have any further questions please feel free to contact me at (956) 358-3592. Thank you for your consideration and time.

Sincerely,

A handwritten signature in cursive script that reads "Juan Navarro".

Juan Navarro
ES



NOTICE
HOME BUSINESS
For
This Property
CUP2013-0086
City of McAllen Planning Dept - 681-1250
www.mcallen.net



505

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u>X</u>	AGENDA ITEM	<u>1C</u>
UTILITY BOARD	_____	DATE SUBMITTED	<u>6-4-13</u>
PLANNING & ZONING COMMISSION	_____	CC MEETING DATE	<u>6-10-13</u>

- 1. Agenda Item: Zoning Ordinance
- 2. Party Making Request: Kevin D. Pagan, City Attorney
- 3. Nature of Request: (Brief Overview) ATTACHMENT: x YES _____ NO

ORDINANCE AMENDING THE ZONING ORDINANCE

4. Policy Implication: _____

5. Budgeted: _____ YES X NO _____ N/A


FUND:

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:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a.)	_____ Kevin D. Pagan City Attorney	_____	_____	_____
b.)	_____ Julianne R. Rankin Director of Planning		<u>6-4</u>	<u>Yes</u>

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

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney:  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 A 1.10 ACRE TRACT OF LAND BEING THE WEST 266 FEET OF LOT A, NORTH PARK ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE CHANGED FROM R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT TO C-3L (LIGHT COMMERCIAL) DISTRICT; AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

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

SECTION I: The following tract of land which is located within the city limits of the City of McAllen, Texas shall be rezoned from R-3A (multifamily residential apartments) District to C-3L (light commercial) District:

A 1.10 acre tract of land being the west 266.00 feet of Lot A, Northpark Estates Subdivision as recorded in Volume 20, Page 112, Map Records, Hidalgo County, Texas, also being a portion of that certain Tract III described in Warranty Deed with Vendor's Lien recorded in Document #732613 Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a found one-half inch iron rod on the north Right-of-Way line of Dove Street being the southwest corner of said Lot A, for the southwest corner of herein described tract.

THENCE, North 08 Deg. 46 Min. 00 Sec. East 180.00 feet along the west line of said Lot A to a found one-half inch iron rod being the northwest corner of said Lot A for the northwest corner of herein described tract.

THENCE, South 81 Deg. 14 Min. 00 Sec. East 266.00 feet along the north line to a said Lot A

to a set one-half inch iron rod for the northeast corner of herein described tract.

THENCE, South 08 Deg. 46 Min. 00 Sec. West 180.00 feet parallel to the west line of said Lot A to a set one-half inch iron rod on said north Right-of-Way line of Dove Street also being the south line of said Lot A for the southeast corner of herein described tract.

THENCE, North 81 Deg. 14 Min. 00 Sec. West 266.00 feet along said north Right-of-Way line of Dove Street also being the south line of said Lot A to the point of beginning and containing 1.10 acres of land, more or less.

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

SECTION III. This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners and the caption of this Ordinance shall be published according to Section 2-56 of the Code of Ordinance 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 10th day of June, 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 June, 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
06/05/2013
06/10/2013

1 Agenda Item: Approval of minutes.

2 Party Making Request: Annette Villarreal, City Secretary

3 Nature of Request: (Brief Overview) Attachments: Yes x No
Approval of Minutes of Regular Meeting held May 28, 2013

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

	<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a)	<u>Annette Villarreal</u> <u>City Secretary, TRMC</u>	<u>AV</u>	<u>06/05/2013</u>	<u>YES</u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: Approval

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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

The McAllen Board of Commissioners convened in a Regular Meeting on **Tuesday, May 28, 2013**, at 6:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Mayor Jim Darling
Hilda Salinas, Mayor Pro Tem
Aida Ramirez, Mayor Pro Tem
Scott Crane, Commissioner
Trey Pebley, Commissioner
John Ingram, Commissioner
Veronica V. Whitacre, Commissioner

Staff: Mike R. Perez, City Manager
Kevin Pagan, City Attorney
Brent Branham, Deputy City Manager
Roy Rodriguez, Assistant City Manager/PUB General Manager
Wendy Smith, Assistant City Manager
Annette Villarreal, City Secretary
Perla Zamora, Deputy City Secretary
Yvette Barrera City Engineer
Juli Rankin, Director of Planning
Victor Rodriguez, Police Chief
Rafael Balderas, Fire Chief
Sally Gavlik, Director of Parks and Recreation
Sandra Zamora, Director of Purchasing
Carlos Sanchez, Public Works Director
Phil Brown, Director of Aviation

CALL TO ORDER

Mayor Darling called the meeting to order.

PROCLAMATION

Commissioner Ingram read and presented a proclamation for *Homeownership Month*.

1. PUBLIC HEARING:

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

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

Commissioner Ingram moved to approve the items listed on the Routine Items section of the agenda.

Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

REQUEST OF X-CCESS ENTERTAINMENT INC., APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE MAY 7, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A BAR AT LOTS 28-31, CONTINENTAL TRADE CENTER SUBDIVISION, HIDALGO COUNTY, TEXAS; 2021 ORCHID AVENUE

Granted a variance to the distance requirement and approved a Conditional Use Permit at 2021 Orchid Avenue, as per Planning and Zoning Commission subject to maintaining the condition of nightly trash pickup and extra security. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- 1) The property line of the lot of any of the above-mentioned businesses must be at least 600 ft. from the nearest residence or residentially-zoned property, church, school, or publicly-owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The establishment is within 600 ft. of publicly-owned property, the International Museum of Arts & Science (IMAS);
- 2) The property must be as close as possible to a major arterial, and shall not generate traffic onto residential streets. The location is near Nolana Avenue and has direct access to Orchid Avenue, and does not generate traffic into residential area;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance at a minimum, and make provisions to prevent the use of adjacent streets for parking. Based upon the occupancy of 700 persons, 175 parking spaces are required; 75 parking spaces are part of the property owned by the establishment. Parking agreements were submitted for an additional 108 parking spaces, for a total of 183 parking spaces available;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties. The establishment provides a clean-up crew; and
- 7) The above-mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The maximum number of persons allowed is 700.

B) CONDITIONAL USE PERMIT:

REQUEST OF WALID HAIDAR, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE MAY 7, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A HOME OCCUPATION (OFFICE/ACCOUNTS PAYABLE) AT LOT 34, DAFFODIL GARDENS UNIT #5 SUBDIVISION, HIDALGO COUNTY, TEXAS; 200 GARDENIA AVENUE

Staff recommended disapproval of the Conditional Use Permit, for one year, for a home occupation, at 200 Gardenia Avenue.

Mayor Darling asked if anyone was present to speak in opposition to the items listed under this section of the agenda. Mr. Isaac Garza spoke in favor of the permit. Mr. Tom Livigni spoke in opposition.

After due consideration, Commissioner Crane moved to disapprove the Conditional Use Permit as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

C) PUBLIC HEARING TO CONSIDER FISCAL YEAR 2013-2017 FIVE-YEAR CONSOLIDATED PLAN AND STRATEGY AND FISCAL YEAR 2013-2014 ANNUAL ACTION PLAN INCLUDING THE PROPOSED BUDGET FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME ANNUAL ACTION PLANS

Community Development Board Chair recommended a Public Hearing be held to consider Fiscal Year 2013-2017 Five-Year Consolidated Plan and Strategy and Fiscal Year 2013-2014 Annual Action Plan including the proposed budget for the CDBG and HOME Annual Action Plans.

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

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

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

A) APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 13TH AND SPECIAL MEETING HELD MAY 15, 2013

Approved the minutes of Regular Meeting held May 13th and Special Meeting held May 15, 2013, as submitted.

B) AWARD OF CONTRACT FOR THE PURCHASE OF ALUMINIZED PROTECTIVE JACKETS AND TROUSERS FOR THE MCALLEN FIRE DEPARTMENT

Awarded a contract for the purchase of Aluminized Protective Jackets and Trousers for the McAllen Fire Department to Wilson Fire/Rescue at a unit price of \$1,528 per set. Additionally, authorization was given with City Manager approval, to exercise the option to extend the supply contract for two (2) additional years in one year increments, if the performance of the successful vendor is satisfactory and the unit price(s) remain unchanged.

C) ORDINANCE PROVIDING FOR A BUDGET AMENDMENT FOR THE MCALLEN FIRE DEPARTMENT IN ORDER TO COMPLY WITH THE

COLLECTIVE BARGAINING AGREEMENT RELATING TO UNIFORM ALLOWANCES

Adopted an ordinance providing for a budget amendment in the amount of \$16,964 for the McAllen Fire Department in order to comply with the Collective Bargaining Agreement relating to uniform allowances.

D) AWARD OF SUPPLY CONTRACT FOR THE PURCHASE OF FUEL - UNLEADED MID-GRADE FUEL AND ULTRA LOW SULFUR DIESEL (ULSD)

Staff recommended award of supply contract for the purchase of Fuel for Unleaded Mid-Grade and Ultra Low Sulfur Diesel (ULSD), to Oil Patch Fuel. Additionally, staff recommended authorization, with City Manager approval, to exercise the option to extend the supply contract for two (2) additional years in one year increments, if the performance of the successful vendor is satisfactory and the profit margins remain the same.

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

E) CONSIDERATION OF CHANGE ORDER NO. 1 FOR VARIOUS ITEMS REQUIRING DEMOLITION FOR THE MCALLEN DEVELOPMENT CENTER

Approved Change Order No. 1 in the amount of \$6,870 to be deducted from the project's demolition allowance for an unchanged contract amount of \$1,979.00.

F) CONSIDERATION OF CHANGE ORDER NO. 1 AND FINAL RECONCILIATION OF QUANTITIES FOR THE UVALDE SOCCER COMPLEX PARKING IMPROVEMENTS PROJECT

Approved Change Order No. 1 and Final Reconciliation of Quantities for the Uvalde Soccer Complex Parking Improvements Project in the net amount of \$2,632.20 and no additional working days to the contract time for final contract time of 45 working days and a revised contract amount of \$117,968.60.

G) ORDINANCE PROVIDING FOR THE ABANDONMENT OF 0.086 ACRE TRACT OF LAND, BEING A 10 FT. UTILITY EASEMENT OUT OF LOT 1, M & T PLAZA SUBDIVISION; 5113 NORTH 23RD STREET

Adopted an ordinance providing for the abandonment of a 0.086 acre tract of land at 5113 North 23rd Street.

H) ORDINANCE PROVIDING FOR THE ABANDONMENT OF A 0.25 ACRE TRACT OF LAND OUT OF A 20 FT. ALLEY ADJACENT TO THE WEST OF LOT 66, JACKSON MEADOWS SUBDIVISION; 2600 SOUTH JACKSON ROAD

Adopted an ordinance providing for the abandonment of a 0.25 acre tract of land at 2600 South Jackson Road.

I) VARIANCE REQUEST TO THE SECONDARY ACCESS REQUIREMENT FOR GATED STREETS FOR 2500 NORTH TAYLOR ROAD

Approved a variance request to the secondary access requirement for gated streets for 2500 North Taylor Road.

3. BIDS/CONTRACTS:

A) AWARD OF CONTRACT FOR DRAINAGE IMPROVEMENTS FOR KENDLEWOOD AVENUE (19TH STREET TO 22ND STREET)

Staff recommended that said item be tabled for Executive Session to be discussed under Section 551.071 T.G.C., Consultation with Attorney.

Mayor Pro Tem Ramirez moved to table said item for Executive Session as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously.

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

Staff recommended award of contract for the Drainage Improvements for Kendlewood Avenue (19th Street to 22nd Street) to Dos Logistics, Inc., in the amount of \$479,745.77.

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

B) CONSIDERATION OF CHANGE ORDER NO. 2 FOR THE MCALLEN-HIDALGO INTERNATIONAL BRIDGE N.B. PEDESTRIAN CANOPIES

Staff recommended approval of Change Order No. 2 for 20 additional days for a total of 200 days for the McAllen-Hidalgo International Bridge N.B. Pedestrian Canopies.

Mayor Darling clarified that his recollection of the Bridge Board action was that there was clause in the contract stating that should the work not be completed within the estimated time of the last extension then the City would be allowed to collect liquidated damages.

Mayor Pro Tem Ramirez moved to approve the change order subject to the clause noted. Commissioner Ingram seconded the motion. The motion carried unanimously.

C) AWARD OF CONTRACT FOR FOOD AND BEVERAGE CONCESSION AT THE MCALLEN INTERNATIONAL AIRPORT

Staff recommended that said item be tabled.

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

D) REVIEW OF PRELIMINARY DESIGN REIMBURSABLE AGREEMENT BETWEEN THE CITY OF MCALLEN AND THE FEDERAL AVIATION ADMINISTRATION

Staff recommended approval of the Preliminary Design Reimbursable Agreement between the City of McAllen and the Federal Aviation Administration.

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

4. MANAGER'S REPORT:

A) CONSIDER APPOINTMENT TO THE MCALLEN-HIDALGO BRIDGE BOARD

Mayor Darling recommended the appointment of Commissioner Ingram to the McAllen-Hidalgo Bridge Board.

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

B) APPOINTMENT OF MAYOR'S REPRESENTATIVE TO THE PUBLIC UTILITY BOARD

Mayor Darling announced that he would remain as the Ex-Officio member on the Public Utility Board.

C) APPOINTMENT OF MAYOR'S REPRESENTATIVE TO THE DEVELOPMENT CORPORATION

Mayor Darling recommended the appointment of Commissioner Vela Whitacre to the McAllen-Development Corporation.

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

D) APPOINTMENT OF A REPRESENTATIVE TO THE AUDIT/INVESTMENT COMMITTEE

Mayor Darling recommended the appointment of Commissioner Pebley to the Audit/Investment Committee.

Mayor Pro Tem Ramirez moved to appoint Commissioner Pebley as recommended. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

E) APPOINTMENT OF A REPRESENTATIVE TO THE IT STEERING COMMITTEE

Mayor Darling recommended the appointment of Mayor Pro Tem Ramirez to the IT Technology Committee.

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

F) STATUS REPORT ON PARKS AND RECREATION CONSTRUCTION PROJECTS

A construction status report was given on Parks and Recreation Projects. No action required.

G) STATUS REPORT ON VARIOUS CITY PROJECTS THROUGH APRIL 30, 2013

A construction update was given on various city projects underway. No action required.

H) CONSTRUCTION UPDATE ON TERMINAL EXPANSION PROJECT

A construction update was given on the Terminal Expansion Project. No action required.

I) FUTURE AGENDA ITEMS

The items for upcoming workshops were briefly reviewed: De Leon Sports Complex Update; Golf Course Expansion; and Feasibility Study for On-Site Clinic.

5. MAYOR'S REPORT RELATING TO THE MEDICAL SCHOOL AND UNIVERSITY.

Mayor Darling gave a report relating to the Medical School and University merger and thanked the Valley Delegation and regional support from the surrounding communities.

PUBLIC COMMENT SESSION

No one appeared.

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

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 6B and 6D; Section 551.071 Consultation with Attorney for Items 6A, 6D, 6F, 6G and 6H; and Section 551.072 Deliberation regarding Real Property for Items 6C, 6E, 6I and 6J.

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

Mayor Darling recessed the meeting at 6:50 pm to go into Executive Session. Mayor Darling reconvened the meeting at 7:58 pm and announced the action on Executive Session items.

A) CONSULTATION WITH CITY ATTORNEY REGARDING DEVELOPMENT AGREEMENT WITH PROPERTY COMMERCE FOR OLD CIVIC CENTER REDEVELOPMENT. (SECTION 551.071, T.G.C.)

No action.

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

No action.

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

Mayor Pro Tem Ramirez moved to authorize the City Attorney and City Manager to take the action with respect to the bid proposal as discussed in Executive Session. Commissioner Ingram seconded the motion. The motion carried unanimously.

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

No action.

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

No action.

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

No action.

G) CONSULTATION WITH CITY ATTORNEY REGARDING PENDING LAWSUIT; DAHLILA GUERRA CASSO VS. CITY OF MCALLEN. (SECTION 551.071, T.G.C.)

Mayor Pro Tem Ramirez moved to authorize the City Attorney to go forth with the settlement negotiations within the parameters discussed in Executive Session. Commissioner Ingram seconded the motion. The motion carried unanimously.

H) CONSULTATION WITH CITY ATTORNEY REGARDING LAWSUIT; CITY OF MCALLEN VS. WAYNE H. DAVIS, CYNTHIA R. DAVIS, EZ-TIXX, LLC, EZ-TIXX TICKETING SERVICES, INC. AND TICKETING SERVICES LLC. (SECTION 551.071, T.G.C.)

Commissioner Ingram moved to authorize the City Attorney and outside counsel to proceed as directed on the judgment with respect to the item. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

I) DISCUSSION AND POSSIBLE ACTION REGARDING REQUEST FOR QUALIFICATIONS FOR PROJECT STRIPES. (SECTION 551.072, T.G.C.)

Commissioner Crane moved to authorize the City Attorney and City Manager to take the action with respect to the project as discussed in Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

J) DISCUSSION AND POSSIBLE ACTION REGARDING THE CONDUCT OF ENVIRONMENTAL SITE ASSESSMENT PHASE II ON A 2.98 ACRE TRACT OUT OF LOT 12, BLOCK 9, HIDALGO CANAL COMPANY'S SUBDIVISION OF PORCIONES 64, 65 AND 66, HIDALGO COUNTY, TEXAS. (SECTION 551.072, T.G.C.)

No action.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 8:01 p.m.

Jim Darling, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

City of McAllen
Standardized Recommendation Form

City Commission **X**
Utility Board _____
Other Board _____

Agenda Item **2B**
Date Submitted 6/4/13
Meeting Date 6/10/13

1. Agenda Item: Request authorization to renew Microsoft Enterprise Agreement from Dell, Inc. through the State of Texas, Department of Information Resources (DIR) program.

2. Party Making Request: Belinda Mercado, IT Director

3. Nature of Request: (Brief Overview) Attachments: **X** Yes No
 Request authorization to renew Microsoft Enterprise Agreement from Dell, Inc. using Texas contract DIR-SDD-1014. (Please see attached quote)

4. Policy Implication: _____

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

Bid Amount:	<u> \$60,063.32 </u>	Budgeted Amount:	<u> \$68,265 </u>
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	<u> \$8,201.68 </u>

If over budget, how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing: _____

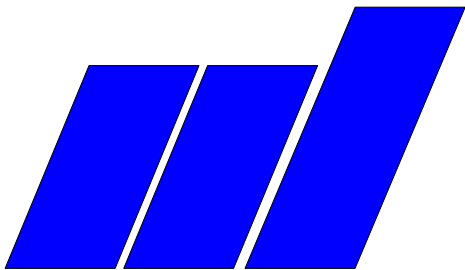
	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>	
a)	<u> Belinda Mercado, IT Director </u>	<u> BEM </u>	_____	<u> X </u> Yes <u> </u> No	
b)	<u> Sandra Zamora, Purchasing Contract Dir </u>			<u> X </u> Yes <u> </u> No	
c)	<u> Roel Rodriguez, Asst. City Manager </u>			<u> X </u> Yes <u> </u> No	
d)	_____			_____ Yes _____ No	
e)	_____			_____ Yes _____ No	

8. Staff's Recommendation: Approval to Renew Microsoft Enterprise Agreement.

Advisory Board: Approved Disapproved None

City Attorney: **KP** Approved Disapproved None

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



To: Mike R. Perez, City Manager
Through: Roel Rodriguez, Assistant City Manager
From: Belinda Mercado, Information Technology Director
Date: May 31, 2013
Subject: Renew Microsoft Enterprise Agreement through Texas Department of Information Resources (DIR)

GOAL:

To renew the Microsoft Enterprise Agreement - State of Texas DIR contract

BRIEF EXPLANATION:

Microsoft has implemented policy changes on maintenance items that can be offered on an Enterprise Agreement (EA). The city's current agreement includes software maintenance for Servers, Microsoft Dynamics GP licenses and Exchange 365 (email).

Servers -

There are no changes in our Enterprise agreement. Cost of annual renewal is \$12,321.32.

Microsoft Dynamics GP (financial software) -

Beginning in July of 2013, Microsoft Dynamics GP licenses can no longer be on a Microsoft Enterprise agreement and cannot be purchased through the State of Texas DIR contract. The Information Technology department is currently working on an RFP to find an approved Microsoft reseller for our software maintenance to handle this agreement change. These licenses have been removed from the Enterprise agreement.

Exchange 365 (Email) -

After implementing our new email service in February 2013 the following occurred:

- Mailbox counts were adjusted (less needed than estimated)
- Departments reduced mailbox services (movement to web-based email).

The net effect of these changes includes an annual cost reduction (\$8,199) from what was originally approved for our email service (\$47,742 vs. \$55,941).

OPTIONS:

1. Renew the Microsoft Enterprise Agreement through the Dell Texas DIR program for *three years* for the amount not to exceed \$60,063.32 per year.
2. Renew the Microsoft Enterprise Agreement through the Dell Texas DIR program for *one year* for the amount not to exceed \$60,063.32.

RECOMMENDATION: (Option 1) Staff recommends approval of the Microsoft Enterprise Agreement renewal through the Dell State of Texas DIR program (DIR-SDD-1014) for three years for the amount not to exceed \$60,063.32 per year.

Microsoft Enterprise Agreement Cost Summary

	Current Agreement		Agreement Renewal	
	Ext. Price		Ext. Price	
Servers:				
Win Svr CAL ALNG SA Device	\$	6,150.00	\$	6,150.00
Win Svr CAL ALNG LicSA Device	\$	2,255.00	\$	2,255.00
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$	820.00	\$	820.00
WinSvrDataCtr ALNG SA MVL 2Proc	\$	3,096.32	\$	3,096.32
		\$ 12,321.32		\$ 12,321.32
Microsoft Dynamics GP:				
Windows Server CAL All Languages Lic/SA Pack MVL Device CAL	\$	4,100.00	\$	-
Dynamics GP AM SVR Listed Lic/SA Pack MVL US Only	\$	375.56	\$	-
Dynamics GP AM CAL All Lng Lic/SA Pack MVL US Only User CAL	\$	75,112.00	\$	-
Dynamics GP Basic CAL All Lng Lic/SA Pack MVL US Only User CAL	\$	18,122.00	\$	-
Dynamics GP Dev Tools All Lng Lic/SA Pack MVL US Only	\$	751.12	\$	-
		\$ 98,460.68	\$	-
Exchange 365 Online (Email):				
WinDvcCAL ALNG LicSAPk MVL	\$	6,150.00		
ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr	\$	30,442.50	\$	26,364.00
ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	\$	8,241.00	\$	8,856.00
ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr	\$	10,811.70	\$	11,936.40
ExchgHstdEncryptn ALNG SubsVL MVL PerUsr	\$	295.20	\$	585.60
		\$ 55,941.00		\$ 47,742.00
Enterprise Agreement (EA)	\$	166,722.40	\$	60,063.32

Not Available



City of McAllen
 Microsoft Enterprise Agreement Quotation

Date of Issue 4/30/2013

Dell Inc
 Fritzi Mulkey
 MS Licensing Specialist
 512-513-3066
fritzi_mulkey@dell.com

Budgetary Quote Number: FM042213TXEAREN5480096

Quote Expires 30 Days From Date of Issue

EA Enrollment# 5480096
 EA Expires: 7/31/2013

State Contract#: DIR-SDD-1014

EXPIRES: 6/1/2013

<u>Microsoft Part#</u>	<u>Description</u>	<u>Unit Price Per</u>		<u>Unit Price</u>	<u>Qty</u>	<u>Totals</u>
		<u>Month</u>	<u># of Mos</u>			
R18-00051	Win Svr CAL ALNG SA Device	N/A	N/A	\$4.10	1500	\$6,150.00
R18-00095	Win Svr CAL ALNG LicSA Device	N/A	N/A	\$9.02	250	\$2,255.00
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	N/A	N/A	\$16.40	50	\$820.00
P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	N/A	N/A	\$774.08	4	\$3,096.32
74G-00002	ExchgHstdEncryptn ALNG SubsvL MVL PerUsr	\$1.22	12	\$14.64	40	\$585.60
7TC-00001	ExchgOnlnKsk ShrdSvr ALNG SubsvL MVL PerUsr	\$1.45	12	\$17.40	686	\$11,936.40
TQA-00001	ExchgOnlnPlan2 ShrdSvr ALNG SubsvL MVL PerUsr	\$7.38	12	\$88.56	100	\$8,856.00
TRA-00047	ExchgOnlnPlan1 ShrdSvr ALNG SubsvL MVL PerUsr	\$3.38	12	\$40.56	650	\$26,364.00
						\$0.00
Annual Payment 1						\$60,063.32

R18-00051	Win Svr CAL ALNG SA Device	N/A	N/A	\$4.10	1500	\$6,150.00
R18-00095	Win Svr CAL ALNG LicSA Device	N/A	N/A	\$9.02	250	\$2,255.00
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	N/A	N/A	\$16.40	50	\$820.00
P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	N/A	N/A	\$774.08	4	\$3,096.32
74G-00002	ExchgHstdEncryptn ALNG SubsvL MVL PerUsr	\$1.22	12	\$14.64	40	\$585.60
7TC-00001	ExchgOnlnKsk ShrdSvr ALNG SubsvL MVL PerUsr	\$1.45	12	\$17.40	686	\$11,936.40
TQA-00001	ExchgOnlnPlan2 ShrdSvr ALNG SubsvL MVL PerUsr	\$7.38	12	\$88.56	100	\$8,856.00
TRA-00047	ExchgOnlnPlan1 ShrdSvr ALNG SubsvL MVL PerUsr	\$3.38	12	\$40.56	650	\$26,364.00
						\$0.00
Annual Payment 2 Estimate						\$60,063.32

R18-00051	Win Svr CAL ALNG SA Device	N/A	N/A	\$4.10	1500	\$6,150.00
R18-00095	Win Svr CAL ALNG LicSA Device	N/A	N/A	\$9.02	250	\$2,255.00

6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	N/A	N/A	\$16.40	50	\$820.00
P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	N/A	N/A	\$774.08	4	\$3,096.32
74G-00002	ExchgHstdEncryptn ALNG SubsVL MVL PerUsr	\$1.22	12	\$14.64	40	\$585.60
7TC-00001	ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr	\$1.45	12	\$17.40	686	\$11,936.40
TQA-00001	ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	\$7.38	12	\$88.56	100	\$8,856.00
TRA-00047	ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr	\$3.38	12	\$40.56	650	\$26,364.00
						\$0.00
Annual Payment 3 Estimate						\$60,063.32

Total Payment Estimate **\$180,189.96**

POs and payments should be made to:

Dell Marketing L.P.

Notes:

Microsoft Enterprise Enrollment #(EA) TDB

'Dell offers the following quote for the next year of City of McAllen's Microsoft Enterprise Enrollment Agreement. This quote will expire thirty (30) days from the date of issuance; upon expiration of this quote, the following prices may no longer be valid.

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.

Quote Prepared By: Fritzi Mulkey

Standardized Recommendation Form

City Commission X
Utility Board _____
Other Board _____

Agenda Item 2c
Date Submitted 06/04/13
Meeting Date 06/10/13

1. Agenda Item: Purchase of Two (2) Current Model New & Unused Triplex Riding Greens Mowers Project #05-13-P37-50

2. Party Making Request: Palm View Golf Course

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Request authorization to award a Purchase Contract (utilizing the TASB-Buyboard Cooperative Agency) to the low bidder, Professional Turf Products from San Antonio, Texas for their unit price bid of \$23,697.20 (x) 2 units = \$47,394.40

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes _____ No _____ N/A
Bid Amount: \$47,394.40 Budgeted Amount: \$48,000.00
Under Budget: \$605.60 Over Budget: \$ _____
Amount Remaining: \$605.60

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:
NAME/TITLE INITIAL DATE CONCURRENCE

a) Carlos Espinosa CE 06/04/13 X Yes No
Director of Golf

b) Sandra Zamora, CPM SZ 06/04/13 X Yes No
Director of Purchasing & Contracting

8. Staff's Recommendation: Award a Purchase Contract as per the attached recommendation.

Advisory Board: _____ Approved _____ Disapproved _____ None

City Attorney: KP Approved _____ Disapproved _____ None

Manager's Recommendation: MRP Approved _____ Disapproved _____ None

Memo

TO: Mike R. Perez, City Manager

FROM: Carlos Espinosa, Director of Golf

DATE: June 04, 2013

SUBJECT: Project No. 05-13-P37-50
Purchase of Two (2) Current Model New & Unused Triplex Riding Greens Mowers

GOAL:

Request authorization to award a Purchase Contract (utilizing the TASB-Buyboard Cooperative Agency) to the low bidder, Professional Turf Products from San Antonio, Texas, for their unit bid price of \$23,697.20 (x) 2 units = \$47,394.40.

BRIEF EXPLANATION OF THE ITEM(S):

On May 17, 2013, the Purchasing & Contracting Department solicited formal sealed bids for the Purchase of Two (2) Current Model Triplex Riding Greens Mowers. This project was advertised in our local newspaper, as well as, the City's bidding portal (E-Bid) sending out a total of fifty (50) electronic bid invitations. A total of three (3) companies responded to our solicitation as depicted on the attached bid tabulation.

HISTORY:

Palm View Golf Course seeks replacement of two (2) greens mowers currently used for daily maintenance. Greens mowers typically serve as greens mowers for 3 years and are then converted into tee mowers an additional 3 years, for a total life of 6 years. Existing mowers at the golf course for mowing greens are now almost 4 years old and will be converted to tee mowers; existing tee mowers are now almost 7 years old and will be converted to "back up tee mowers"; the 2 new mowers will be used for mowing greens.

OPTIONS:

1. Award a Purchase Contract to the low bidder, Professional Turf Products from San Antonio, Texas, for their unit bid price of \$23,697.20 (x) 2 units, for a grand total of \$47,394.40.
2. Disapprove staff's recommendations and direct staff as to course of action to follow.

RECOMMENDATION:

Staff recommends Option No. 1




 **RECOMMENDED FOR AWARD:**

BID OPENING: May 30, 2013 at 2:00 p.m.

LOCATION: Conference Room

PROJECT: 05-13-P37-50 Purchase of Two (2) Current Model New & Unused Triplex Riding Greens Mowers

BIDDERS:					 PROFESSIONAL TURF PRODUCTS SAN ANTONIO, TX (BUYBOARD)		AUSTIN TURF & TRACTOR MARBLE FALLS, TX		C & M GOLF & GROUNDS SAN ANTONIO, TX (BUYBOARD)	
ITEM	INTERNAL REF NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST
1	515-35	TRIPLEX RIDING GREENS MOWER	EA	2	\$23,697.20	\$47,394.40	\$24,801.73	\$49,603.46	\$24,999.99	\$49,999.98
MANUFACTURER:					TORO		JOHN DEERE		JACOBSON	
MODEL:					GR3150-Q		2500B		GP400	
NO. OF DAYS TO DELIVER & INSTALL:					15-30 DAYS		30 DAYS		15-30 DAYS	
PAPER COPY SUBMITTED:					SUBMITTED		SUBMITTED		SUBMITTED	
ELECTRONIC BID SUBMITTED:					SUBMITTED		SUBMITTED		SUBMITTED	

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 2D
DATE SUBMITTED 06/03/13
MEETING DATE 06/10/13

1. **Agenda Item:** AWARD OF SUPPLY CONTRACT FOR THE PURCHASE OF LAWN & LEAF BAGS – PROJECT No. 05-13-SP18-31

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

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award a Supply Contract to the low bidder, Duro Bag Mfg Co., from Florence, Kentucky at the unit price of \$0.2960 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 successful bidder is satisfactory and unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with Manager approval and re-award affected item(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 Supply Contract.

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

5. **Budgeted:** X Yes No N/A Budgeted Amount: \$78,000.00
Account No.: 500-4256-443.62-04 Brush Department, Operating

6. **Alternate Option/Costs:** N/A

7. **Routing:**

	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.)	<u>C. Sanchez, PE, PW Director</u>	<u>CAS</u>	<u>06/03/13</u>	<u>YES</u>
b.)	<u>W. Smith, Assistant City Manager</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Sandra Zamora, CPM, Dir of P&C</u>	<u> </u>	<u> </u>	<u> </u>
d.)	<u>JW Dale, CPM, Finance Director</u>	<u> </u>	<u> </u>	<u> </u>

8. **Staff Recommendation:** As per attached information. Award to Duro Bag Manufacturing. (MRP)

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

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

11. **City Manager:** MRP Approved Disapproved None

TO: Mike R. Perez, City Manager

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

DATE: June 04, 2013

SUBJECT: **Supply Contract for the Purchase and Delivery of Lawn & Leaf Bags –
Project No: 05-13-SP18-31**

GOAL: Public Works is requesting authorization to award a Supply Contract to the low bidder, Duro Bag Mfg Co., from Florence, Kentucky at the unit price of \$0.2960 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 successful bidder is satisfactory and unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

EXPLANATION: Implementation of the Compostable Bag Program began on March 5, 2012, and residents were encouraged to use compostable brown paper bags, instead of plastic bags for disposing of grass clippings and leaves. By March 6, 2012, compostable bags were made available to the public at City distribution facilities, and are currently available at City Hall, Main Library, McAllen Chamber of Commerce, Lark Community Center, Palmview Community Center, Recycling Center, Las Palmas Community Center, Quinta Mazatlan, and Composting Facility. Citizens are required to provide proof of residency by presenting a current water bill when requesting bags at any of these city facilities.

Use of compostable bags has decreased the amount of green waste being disposed of at the landfill. All compostable bags collected from our residents are taken to the Composting Facility for processing. In evaluating the contents of compostable bags received at the Composting Facility, approximately 95% of the compostable bags are being used for grass clippings and leaves only, reducing contamination of our final compost product. Compostable bag distribution logs indicate that 386,000 bags were distributed from March 2012 through March 2013.

On April 19, 2013, the Purchasing & Contracting Department solicited formal sealed bids for the Purchase and Delivery of Lawn & Leaf Bags. This project was advertised in our local newspaper, as well as, the City's bidding portal (E-Bid) sending out a total of thirty-one (31) electronic bid invitations. A total of three (3) companies responded to our solicitation as depicted on the attached bid tabulation.

HISTORY:

Actual Expense (March 2012 to March 2013)	Projected Expense (June 2013 to June 2014)
\$115,028.00	\$148,000.00

OPTIONS:

1. Award a Supply Contract for the Purchase and Delivery of Lawn & Leaf Bags to the low bidder, Duro Bag Mfg Co., from Florence, Kentucky as depicted in in "Goal" area.
2. Disapprove staff's recommendations and direct staff as to course of action to follow.

RECOMMENDATION:

Staff recommends Option No. 1



**CITY OF
McALLEN**

BID OPENING: May 07, 2013 at 3:00 p.m.

LOCATION: Conference Room

PROJECT: 05-13-SP18-31 Supply Contract for the Purchase and Delivery of Lawn & Leaf Bags

ITM	INTERNAL REF. NO.	DESCRIPTION			PREVIOUS PRICING	DURO BAG MFG CO ★ FLORENCE, KY		THE BUYERS COVE INC. NEW HYDE PARK, NY		AMPAC HOLDINGS LLC CINCINNATI, OH	
1	085-08-01001-7	LAWN & LEAF BAGS (PRINTED & DELIVERED) TO INCLUDE SLEEVE AS SPECIFIED; MFG/MODEL AND NO. OF DAYS FOR DELIVERY AFTER RECEIPT OF ORDER MUST BE SPECIFIED IN COMMENTS AREA	BAG	72000	\$0.298	\$0.2960	\$21,312.00	\$0.3456	\$24,883.20	\$0.3500	\$25,200.00
MANUFACTURER/MODEL :						DURO BAG MFG CO - 2 PLY LAWN & LEAF BAG		USA MADE ECOLOBAG DG-EC-1502		AMPAC	
NO. OF DAYS FOR DELIVERY :						60 DAYS		17 DAYS		60 DAYS	
ELECTRONIC SUBMITTAL :						YES		YES		YES	
HARD COPY SUBMITTAL :						YES		YES		YES	

Standardized Recommendation Form

City Commission X
Utility Board _____
Other Board _____

Agenda Item -
Date Submitted 06/03/13
Meeting Date 06/10/13

1. **Agenda Item:** Service Contract for Towing Services (Heavy Trucks/Equipment: >28,000 GVW) - Project No. 05-13-S46-23

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

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award a Service Contract for Towing Services (Heavy Trucks/Equipment: >28,000 GVW) to the low bidder, Apollo Towing from Alamo, 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, Local Government Code

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

6. **Alternate option/costs:** N/A

7. **Routing:**

<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.) <u>Carlos A. Sanchez, PE, PW Dir.</u>	<u> #° O </u>	<u> </u>	<u> -O </u>
b.) <u>Wendy Smith, Asst. City Mgr/EMC</u>	<u> </u>	<u> </u>	<u> </u>
c.) <u>Sandra Zamora, CPM, Dir of P&C</u>	<u> </u>	<u> </u>	<u> </u>
d.) <u>JW Dale, CPM, Finance Director</u>	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** As per the attached information.

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

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

11. **City Manager:** MRP Approved Disapproved None

To: Mike R. Perez, City Manager

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

Date: June 3, 2013

Subject: **Service Contract for Towing Services (Heavy Trucks/Equipment: >28,000 GVW) – Project No: 05-13-S46-23**

GOAL:

Public Works is requesting authorization to award a Service Contract for Towing Services (Heavy Trucks/Equipment: >28,000 GVW) to the low bidder, Apollo Towing from Alamo, 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 April 19, 2013, the Purchasing & Contracting Department solicited formal sealed bids for Towing Services for Heavy Trucks/Equipment over 28,000 GVW. This project was advertised in our local newspaper, as well as, the City’s bidding portal (e-Bid) sending out a total of twenty-three (23) electronic bid invitations. A total of two (2) companies responded to our solicitation as depicted on the attached bid tabulation. The Public Works Fleet Operations Department frequently requires towing services for City owned trucks/ equipment that become disabled or inoperable during normal service delivery. These vehicles are towed when repairs cannot be performed on-site or when the vehicle is unsafe to operate on public roadways. The bid solicitation required pricing for services based on gross vehicle weight (GVW) of the vehicles. Staff is recommending award of a contract to the low bidder, Apollo Towing from Alamo, Texas.

HISTORY:

Actual Expense for Services (May 2011 to May 2012)	Actual Expense for Services (May 2012 to May 2013)	Projected Expense for Services (June 2013 to June 2014)
\$16,950.51	\$26,712.75	\$22,800.00

OPTIONS:

1. Award a Service Contract to the low bidder, Apollo Towing from Alamo, Texas as depicted in the “Goal” area.
2. Disapprove staff’s recommendations and direct staff as to course of action to follow.

RECOMMENDATION:

Staff recommends Option No. 1



CITY OF McALLEN



Bid Opening: May 07, 2013 at 4:00 PM

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

Solicitation: 05-13-S46-23 Service Contract for Towing Services (Heavy Trucks/Equipment: >28,000 GVW)

NO.	DESCRIPTION	UOM	PREVIOUS PRICING	★ APOLLO TOWING ALAMO, TX	A T WRECKER SERVICE ALAMO, TX
1	HOOK AND DELIVERY/DESTINATION (PRICE PER INCIDENT)	EA	\$250.00	★ \$250.00	\$300.00
2	COST PER MILE FOR EACH ADDITIONAL MILE OUTSIDE OF MCALLEN CITY LIMITS	MILE	\$4.25	★ \$4.25	\$4.50
3	GONE ON ARRIVAL CHARGE (GOA) (TO BE PRE-APPROVED) PRICE PER OCCURANCE	EA	\$100.00	★ \$100.00	\$125.00
4	STAND-BY RATE (PER HOUR)	HR	\$100.00	★ \$100.00	\$100.00
5	DRIVE LINE OR AXLE REMOVAL	HR	\$85.00	★ \$85.00	\$100.00
6	EMERGENCY SERVICES: LOCKOUT, PRICE PER INCIDENT	EA	\$45.00	★ \$45.00	\$50.00
7	EMERGENCY SERVICES: REMOVE FLAT TIRE & REPLACE W/SPARE	EA	N/A	NO BID	NO BID
ELECTRONIC SUBMITTAL :				SUBMITTED	SUBMITTED
HARD COPY SUBMITTAL :				SUBMITTED	SUBMITTED

Standardized Recommendation Form

City Commission X
Utility Board
Other Board

Agenda Item 2F
Date Submitted 06/04/13
Meeting Date 06/10/13

1. Agenda Item: Supply Contract for the Purchase of T-Shirts for 2013 Programs
Project No. #05-13-SP22-192

2. Party Making Request: Parks & Recreation Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Request authorization to award a Supply Contract for the low bidder, Britten, Inc., from Traverse City, Michigan 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 successful bidder is satisfactory and unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with Manager approval and re-award affected item(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 Supply Contract.

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes No N/A
Bid Amount: \$ Budgeted Amount: \$47,000.00*
Under Budget: \$ Over Budget: \$
Amount Remaining: \$

If over budget how will it be paid for: N/A
****Funds are provided in various program budget line items***

6. Alternate option/costs: N/A

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	<u>Sally Gavlik,</u>			<u> X </u> Yes <u> </u> No
	<u>Director of Parks & Recreation</u>			
b)	<u>Sandra Zamora, CPM</u>	<u> SZ byk </u>	<u> 6-5 </u>	<u> X </u> Yes <u> </u> No
	<u>Director of Purchasing & Contracting</u>			

8. Staff's Recommendation: As per the attached information.

Advisory Board: XP Approved Disapproved None

City Attorney: XP Approved Disapproved None

Manager's Recommendation: MP Approved Disapproved None

MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Sally Gavlik, Director of Parks & Recreation 

DATE: June 04, 2013

SUBJECT: Project No. 05-13-SP22-192 Supply Contract for the Purchase of T-Shirts for 2013 Programs

GOAL:

Request authorization to award a Supply Contract for the low bidder, Britten, Inc., from Traverse City, Michigan 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 successful bidder is satisfactory and unit prices remain firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

EXPLANATION:

On May 01, 2013, the Purchasing & Contracting Department solicited formal sealed bids for a Supply Contract for the Purchase of T-Shirts for 2013 Programs. 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 ninety-two (192) electronic bid invitations. A total of three (3) companies responded to our solicitation as depicted on the attached bid tabulation. Each year we purchase t-shirts to be used in marketing recreation programs hosted by the Parks & Recreation Department. The cost of the t-shirts is included in the registration fee for each program.

HISTORY:

Actual Expense (May 2011 to May 2012)	Actual Expense (May 2012 to May 2013)	Projected Expense (May 2013 to May 2014)
\$28,519.65	\$35,840.66	\$29,843.83

OPTIONS:

1. Award a Supply Contract to the low bidder, Britten, Inc. from Traverse City Michigan as depicted in in "Goal" area.
2. Disapprove staff's recommendations and direct staff as to course of action to follow.

RECOMMENDATION:

Staff recommends Option No. 1



CITY OF McALLEN



DEPICTS ITEMS RECOMMENDED FOR AWARD:

BID OPENING: May 21, 2013 at 2:00 p.m.

LOCATION: Conference Room

PROJECT: 05-13-SP22-192 Supply Contract for the Purchase of T-Shirts for 2013 Programs

BIDDERS:	 BRITTEN, INC. TRAVERSE CITY, MI	DURATEX APPAREL MCALLEN, TX	PROMOTIONAL DESIGNS, INC GREEN BAY, WI
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ITEM NO. 1:

		YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X
T-SHIRTS, WHITE, 100% COTTON, SHORT-SLEEVED, CREW NECK										
DESIGN 1	1 COLOR FRONT	\$2.10	\$2.06	\$3.24	\$3.75	\$3.95	\$6.95	\$2.25	\$2.25	\$3.50
	1 COLOR FRONT, 1									
DESIGN 2	COLOR BACK	\$2.65	\$2.61	\$3.79	\$4.50	\$4.70	\$7.65	\$2.60	\$2.60	\$3.85
DESIGN 3	2 COLOR FRONT	\$2.10	\$2.06	\$3.24	\$4.30	\$4.70	\$7.65	\$2.35	\$2.35	\$3.60
	2 COLOR FRONT, 1									
DESIGN 4	COLOR BACK	\$2.65	\$2.61	\$3.79	\$5.20	\$5.90	\$8.35	\$2.70	\$2.70	\$3.95
DESIGN 5	3 COLOR FRONT	\$2.10	\$2.06	\$3.24	\$5.20	\$5.90	\$8.35	\$2.45	\$2.45	\$3.70
	3 COLOR FRONT, 1									
DESIGN 6	COLOR BACK	\$2.65	\$2.61	\$3.79	\$5.75	\$6.45	\$8.90	\$2.80	\$2.80	\$4.05
DESIGN 7	PROCESS FRONT	\$2.10	\$2.06	\$3.24	\$5.75	\$6.45	\$8.90	\$2.70	\$2.70	\$3.95
	PROCESS FRONT, 1									
DESIGN 8	COLOR BACK	\$2.65	\$2.61	\$3.79	\$6.00	\$6.70	\$9.15	\$3.05	\$3.05	\$4.30
	PROCESS FRONT,									
DESIGN 9	PROCESS BACK	\$2.65	\$2.61	\$3.79	\$7.00	\$7.50	\$9.50	\$3.30	\$3.30	\$4.65

ITEM NO. 3:

		YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X
T-SHIRTS, COLORED, 100% COTTON, SHORT-SLEEVED, CREW NECK										
DESIGN 1	1 COLOR FRONT	\$2.64	\$2.60	\$4.10	\$3.95	\$4.25	\$7.30	\$2.85	\$2.85	\$4.40
	1 COLOR FRONT, 1									
DESIGN 2	COLOR BACK	\$3.19	\$3.15	\$4.65	\$4.80	\$4.95	\$7.90	\$3.20	\$3.20	\$4.75
DESIGN 3	2 COLOR FRONT	\$2.64	\$2.60	\$4.10	\$4.70	\$5.00	\$8.95	\$2.95	\$2.95	\$4.50
	2 COLOR FRONT, 1									
DESIGN 4	COLOR BACK	\$3.19	\$3.15	\$4.65	\$5.60	\$6.25	\$8.60	\$3.30	\$3.30	\$4.85
DESIGN 5	3 COLOR FRONT	\$2.64	\$2.60	\$4.10	\$5.60	\$6.25	\$8.60	\$3.05	\$3.05	\$4.60
	3 COLOR FRONT, 1									
DESIGN 6	COLOR BACK	\$3.19	\$3.15	\$4.65	\$6.05	\$6.95	\$9.40	\$3.40	\$3.40	\$4.95
DESIGN 7	PROCESS FRONT	\$2.64	\$2.60	\$4.10	\$5.25	\$5.35	\$8.55	\$3.25	\$3.25	\$4.80
	PROCESS FRONT, 1									
DESIGN 8	COLOR BACK	\$3.19	\$3.15	\$4.65	\$6.00	\$6.50	\$8.50	\$3.60	\$3.60	\$5.15
	PROCESS FRONT,									
DESIGN 9	PROCESS BACK	\$3.19	\$3.15	\$4.65	\$7.50	\$7.50	\$9.50	\$3.90	\$3.90	\$5.40


BID OPENING: May 21, 2013 at 2:00 p.m.
LOCATION: Conference Room
PROJECT: 05-13-SP22-192 Supply Contract for the Purchase of T-Shirts for 2013 Programs

BIDDERS:	  BRITTEN, INC. TRAVERSE CITY, MI	DURATEX APPAREL MCALLEN, TX	PROMOTIONAL DESIGNS, INC GREEN BAY, WI
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ITEM NO. 4:

T-SHIRTS, SPORT GREY, 100% COTTON, SHORT-SLEEVED, CREW NECK		YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X
DESIGN 1	1 COLOR FRONT	\$2.46	\$2.48	\$3.70	\$3.75	\$3.95	\$6.95	\$2.85	\$2.85	\$4.40
	1 COLOR FRONT, 1									
DESIGN 2	COLOR BACK	\$3.01	\$3.03	\$4.25	\$4.50	\$4.70	\$7.65	\$3.20	\$3.20	\$4.75
DESIGN 3	2 COLOR FRONT	\$2.46	\$2.48	\$3.70	\$4.30	\$4.70	\$7.65	\$2.95	\$2.95	\$4.50
	2 COLOR FRONT, 1									
DESIGN 4	COLOR BACK	\$3.01	\$3.03	\$4.25	\$5.20	\$5.90	\$8.35	\$3.30	\$3.30	\$4.85
DESIGN 5	3 COLOR FRONT	\$2.46	\$2.48	\$3.70	\$5.20	\$5.90	\$8.35	\$3.05	\$3.05	\$4.60
	3 COLOR FRONT, 1									
DESIGN 6	COLOR BACK	\$3.01	\$3.03	\$4.25	\$5.75	\$5.95	\$7.95	\$3.40	\$3.40	\$4.95
DESIGN 7	PROCESS FRONT	\$2.46	\$2.48	\$3.70	\$5.20	\$5.90	\$8.35	\$3.25	\$3.25	\$4.90
	PROCESS FRONT, 1									
DESIGN 8	COLOR BACK	\$3.01	\$3.03	\$4.25	\$5.50	\$6.25	\$9.00	\$3.60	\$3.60	\$5.15
	PROCESS FRONT,									
DESIGN 9	PROCESS BACK	\$3.01	\$3.03	\$4.25	\$7.50	\$7.75	\$9.75	\$3.90	\$3.90	\$5.40

ITEM NO. 5:

T-SHIRTS, 2-COLOR COMBINATION, SHORT-SLEEVED, RINGER STYLE		YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X	YOUTH SIZES S, M, L	ADULT SIZES S, M, L, XL	ADULT SIZES 2X, 3X
DESIGN 1	1 COLOR FRONT	\$5.03	\$5.22	\$5.98	\$6.05	\$6.20	\$8.25	\$5.15	\$5.15	\$5.95
	1 COLOR FRONT, 1									
DESIGN 2	COLOR BACK	\$5.58	\$5.77	\$6.53	\$6.50	\$6.75	\$8.75	\$5.50	\$5.50	\$6.30
DESIGN 3	2 COLOR FRONT	\$5.03	\$5.22	\$5.98	\$6.50	\$6.75	\$8.75	\$5.25	\$5.25	\$6.05
	2 COLOR FRONT, 1									
DESIGN 4	COLOR BACK	\$5.58	\$5.77	\$6.53	\$6.70	\$6.85	\$8.85	\$5.60	\$5.60	\$6.40
DESIGN 5	3 COLOR FRONT	\$5.03	\$5.22	\$5.98	\$7.00	\$7.20	\$9.20	\$5.35	\$5.35	\$6.10
	3 COLOR FRONT, 1									
DESIGN 6	COLOR BACK	\$5.58	\$5.77	\$6.53	\$7.50	\$7.75	\$9.75	\$5.70	\$5.70	\$6.50
DESIGN 7	PROCESS FRONT	\$5.03	\$5.22	\$5.98	\$7.50	\$7.75	\$9.75	\$5.55	\$5.55	\$6.30
	PROCESS FRONT, 1									
DESIGN 8	COLOR BACK	\$5.58	\$5.77	\$6.53	\$8.00	\$8.50	\$10.50	\$5.90	\$5.90	\$6.35
	PROCESS FRONT,									
DESIGN 9	PROCESS BACK	\$5.58	\$5.77	\$6.53	\$9.00	\$9.50	\$11.00	\$6.05	\$6.05	\$6.95


BID OPENING: May 21, 2013 at 2:00 p.m.
LOCATION: Conference Room
PROJECT: 05-13-SP22-192 Supply Contract for the Purchase of T-Shirts for 2013 Programs

BIDDERS:	  BRITTEN, INC. TRAVERSE CITY, MI	DURATEX APPAREL MCALLEN, TX	PROMOTIONAL DESIGNS, INC GREEN BAY, WI
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ITEM NO. 6:

T-SHIRTS, 2-COLOR COMBINATION, 3/4 SHORT- SLEEVED, BASEBALL STYLE	YOUTH SIZES	ADULT SIZES	ADULT SIZES	YOUTH SIZES	ADULT SIZES	ADULT SIZES	YOUTH SIZES	ADULT SIZES	ADULT SIZES
	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X
DESIGN 1 1 COLOR FRONT	\$5.90	\$6.80	\$7.80	\$4.75	\$7.95	\$10.95	\$6.70	\$6.70	\$8.05
DESIGN 2 1 COLOR FRONT, 1 COLOR BACK	\$6.45	\$7.35	\$8.35	\$8.50	\$8.70	\$11.65	\$7.05	\$7.05	\$8.40
DESIGN 3 2 COLOR FRONT	\$5.90	\$6.80	\$7.80	\$8.50	\$8.70	\$11.65	\$6.80	\$6.80	\$8.15
DESIGN 4 2 COLOR FRONT, 1 COLOR BACK	\$6.45	\$7.35	\$8.35	\$9.00	\$9.25	\$11.85	\$7.15	\$7.15	\$8.50
DESIGN 5 3 COLOR FRONT	\$5.90	\$6.80	\$7.80	\$9.00	\$9.25	\$11.85	\$6.90	\$6.90	\$8.25
DESIGN 6 3 COLOR FRONT, 1 COLOR BACK	\$6.45	\$7.35	\$8.35	\$9.50	\$9.75	\$12.25	\$7.25	\$7.25	\$8.60
DESIGN 7 PROCESS FRONT	\$5.90	\$6.80	\$7.80	\$9.75	\$10.00	\$12.00	\$7.10	\$7.10	\$8.45
DESIGN 8 PROCESS FRONT, 1 COLOR BACK	\$6.45	\$7.35	\$8.35	\$10.50	\$10.75	\$12.75	\$7.45	\$7.45	\$8.75
DESIGN 9 PROCESS FRONT, PROCESS BACK	\$6.45	\$7.35	\$8.35	\$12.00	\$12.50	\$14.00	\$7.75	\$7.75	\$8.95

ITEM NO. 7:

T-SHIRTS, COLORED TANK TOP SHIRT	YOUTH SIZES	ADULT SIZES	ADULT SIZES	YOUTH SIZES	ADULT SIZES	ADULT SIZES	YOUTH SIZES	ADULT SIZES	ADULT SIZES
	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X
DESIGN 1 1 COLOR FRONT	\$4.86	\$4.79	\$6.34	\$7.75	\$7.95	\$10.95	\$4.90	\$4.90	\$6.50
DESIGN 2 1 COLOR FRONT, 1 COLOR BACK	\$5.41	\$5.34	\$6.89	\$8.50	\$8.70	\$11.65	\$5.20	\$5.20	\$6.80
DESIGN 3 2 COLOR FRONT	\$4.86	\$4.79	\$6.34	\$8.50	\$8.70	\$11.65	\$5.00	\$5.00	\$6.60
DESIGN 4 2 COLOR FRONT, 1 COLOR BACK	\$5.41	\$5.34	\$6.89	\$9.20	\$9.90	\$12.35	\$5.30	\$5.30	\$6.90
DESIGN 5 3 COLOR FRONT	\$4.86	\$4.79	\$6.34	\$9.20	\$9.90	\$12.35	\$5.10	\$5.10	\$6.70
DESIGN 6 3 COLOR FRONT, 1 COLOR BACK	\$5.41	\$5.34	\$6.89	\$9.75	\$10.00	\$12.00	\$5.40	\$5.40	\$7.00
DESIGN 7 PROCESS FRONT	\$4.86	\$4.79	\$6.34	\$9.75	\$10.00	\$12.00	\$5.30	\$5.30	\$6.90
DESIGN 8 PROCESS FRONT, 1 COLOR BACK	\$5.41	\$5.34	\$6.89	\$10.00	\$10.00	\$12.50	\$5.65	\$5.65	\$7.10
DESIGN 9 PROCESS FRONT, PROCESS BACK	\$5.41	\$5.34	\$6.89	\$10.00	\$10.50	\$12.50	\$5.95	\$5.95	\$7.50


BID OPENING: May 21, 2013 at 2:00 p.m.
LOCATION: Conference Room
PROJECT: 05-13-SP22-192 Supply Contract for the Purchase of T-Shirts for 2013 Programs

BIDDERS:	  BRITTEN, INC. TRAVERSE CITY, MI	DURATEX APPAREL MCALLEN, TX	PROMOTIONAL DESIGNS, INC GREEN BAY, WI
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ITEM NO. 8:

		YOUTH	ADULT	ADULT	YOUTH	ADULT	ADULT	YOUTH	ADULT	ADULT
		SIZES	SIZES	SIZES	SIZES	SIZES	SIZES	SIZES	SIZES	SIZES
T-SHIRTS, COLORED SHIRT, LONG-SLEEVE		XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X	XS, S, M, L	XS, S, M, L, XL	2X, 3X, 4X
DESIGN 1	1 COLOR FRONT	\$5.11	\$5.39	\$6.60	\$7.75	\$7.95	\$11.95	\$5.60	\$5.60	\$7.75
	1 COLOR FRONT, 1									
DESIGN 2	COLOR BACK	\$5.66	\$5.94	\$7.15	\$8.50	\$8.70	\$10.65	\$5.90	\$5.90	\$8.05
DESIGN 3	2 COLOR FRONT	\$5.11	\$5.39	\$6.60	\$8.50	\$8.70	\$10.65	\$5.70	\$5.70	\$7.85
	2 COLOR FRONT, 1									
DESIGN 4	COLOR BACK	\$5.66	\$5.94	\$7.15	\$8.50	\$8.75	\$10.65	\$6.00	\$6.00	\$8.15
DESIGN 5	3 COLOR FRONT	\$5.11	\$5.39	\$6.60	\$8.90	\$9.25	\$11.25	\$5.80	\$5.80	\$7.95
	3 COLOR FRONT, 1									
DESIGN 6	COLOR BACK	\$5.66	\$5.94	\$7.15	\$9.45	\$9.75	\$11.75	\$6.10	\$6.10	\$8.25
DESIGN 7	PROCESS FRONT	\$5.11	\$5.39	\$6.60	\$9.45	\$9.75	\$11.75	\$6.00	\$6.00	\$8.15
	PROCESS FRONT, 1									
DESIGN 8	COLOR BACK	\$5.66	\$5.94	\$7.15	\$9.85	\$10.25	\$12.50	\$6.30	\$6.30	\$8.45
	PROCESS FRONT,									
DESIGN 9	PROCESS BACK	\$5.66	\$5.94	\$7.15	\$10.50	\$10.75	\$12.75	\$6.60	\$6.60	\$8.65



Style quoted for item #7 & #8 (Youth) is Bella - Girls Baby Rib Tank Top - 9080. No Unisex version available. This version would be purchased from S&S Activewear.

Standardized Recommendation Form

City Commission X
Utility Board _____
Other Board _____

Agenda Item 2G
Date Submitted 06/04/13
Meeting Date 06/10/13

1. Agenda Item: Buy Board purchase of playground equipment to meet the requirements of a KABOOM grant for Los Encinos Park in the amount of \$27,240.78 from Park Place Recreation Designs, Inc.

2. Party Making Request: Parks & Recreation Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
The City of McAllen applied for a KABOOM grant to replace an existing playground structure at Los Encinos Park. The grant was approved in September 2012. One of the grant requirements is to purchase equipment from an approved KABOOM list of vendors. Park Place Recreation Designs, Inc. is on the list of approved vendors. Park Place Recreation Designs, Inc. provided a credit to the City of McAllen Parks and Recreation Department for trade in of older equipment. This trade-in (\$15,000) along with the KABOOM award, KABOOM discounts and City participation allowed the City to purchase a \$55,000 playground for \$40,000. This is the second grant awarded to McAllen for playground improvements. The first grant was to Affordable Homes...

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes No N/A
Bid Amount: \$27,240.78 Budgeted Amount: \$40,000.00*
KABOOM Discount: (\$ 6,000.00) KABOOM grant : (\$ 9,000.00)
CDBG Account No. 132-8308-467.91-06 ZA3815

6. Alternate option/costs: N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>Sally Gavlik,</u> Director of Parks & Recreation	<u>sg</u>	<u>6-4-10</u>	<u> X </u> Yes <u> </u> No
b) <u>Sandra Zamora, CPM</u> Director of Purchasing & Contracting			Yes <u> </u> No
c) <u>Brent Branham</u> Deputy City Manager			Yes <u> </u> No

8. Staff's Recommendation: Staff recommends approval of the Buy Board purchase.

Advisory Board: Approved Disapproved None

City Attorney: ^{KP} Approved Disapproved None

Manager's Recommendation: ^{MRP} Approved Disapproved None

9. Action Taken _____

MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Sally Gavlik, Director of Parks & Recreation 

DATE: June 04, 2013

SUBJECT: Buy Board Purchase of Playground equipment for Los Encinos Park from Park Place Recreation Designs, Inc. in the amount of \$27,240.78.

GOAL:
Request authorization to purchase playground equipment for Los Encinos Park through the Buy Board from Park Place Recreation Designs, Inc. in the amount of \$27,240.78. The City of McAllen was awarded a KABOOM grant in the amount of \$15,000 with a total allowable playground expenditure of \$40,000 to replace aging playground at Los Encinos Park. KABOOM grants required that specific vendors be used for the purchase of the playground equipment. Park Place Recreation Designs, Inc.

DISCUSSION:
The City of McAllen applied for a grant through the KABOOM organization, which furnishes grant monies to Playful City Designated Cities, for development and/or replace of playground equipment. Los Encinos Park was selected for the park to have the aging equipment replace. The grant award to the City was in the fall of 2012.

The City has until September 2013 to complete the installation. The unique aspects of the program are the funding opportunities and the community involvement. Community volunteers will be used to assist with the construction.

Funding for the project consist of the following:

Miracle Recreation Kids Choice Playground (KC11219).	\$55,000.00
Net price after Miracle Extra Credit Trade In	(15,000.00)
Less Miracle Kaboom Discount	(6,000.00)
Less Kaboom Grant	(9,000.00)
Freight	2,240.78
Total City Participation	27,240.78

Funding for this project is provided through the Community Development Block Grant program.

RECOMMENDATION:
Staff recommends approval of the Buy Board Purchase to Park Place Designs, Inc. in the amount of \$27,240.78.



Park Place Recreation
Designs, Inc.

OFFICE

P.O. Box 18186
San Antonio, TX 78218

PHONE

800-626-0238
210-821-5878

FAX

210-832-0115

EMAIL

fun@miracleparkplace.com

WEB

www.miracleparkplace.com



Park Place Recreation Designs
Approved Vendor - Proposal #346-10
www.buyboard.com

Date
May 14, 2013

To
Dave Melaas
City of McAllen

Project Title
Los Encinos Park

Project Description
KaBoom Project

ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
KC 11219 Miracle Recreation Kids Choice Playscape. Net price after Miracle Extra Credit trade in.	1	\$40,000.00	\$ 40,000.00
Less Miracle Kaboom Discount			\$ (6,000.00)
Less Kaboom Grant			\$ (9,000.00)
Freight			\$ 2,240.78
		Subtotal	\$ 27,240.78
	Tax	0.00%	
			\$ 27,240.78

Pricing is for materials/delivery only. Installation is only included where priced above.

Approved BuyBoard Vendor Proposal #346-10 "Park Place Recreation Designs"

Prices are valid for 30 days after which they are subject to change. No applicable permits, fees or bonds have been included unless quoted above-these are available at an additional cost. Any work not specifically mentioned in this proposal as being included shall be deemed excluded. The customer will be responsible for any taxes owed.

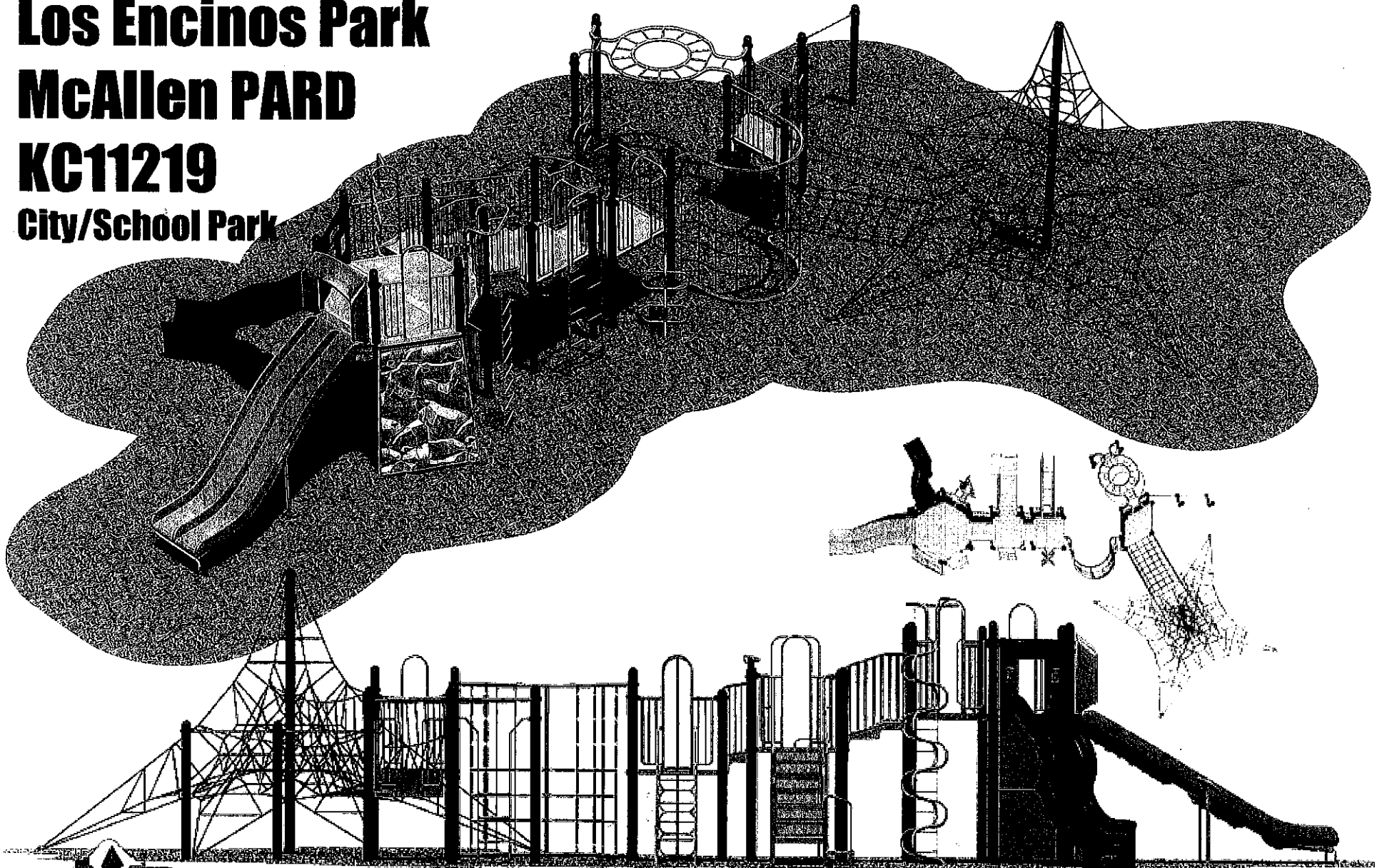
Please issue all purchase orders and payments to: Park Place Recreation Designs, Inc.

I authorize the purchase of the above equipment and/or services:

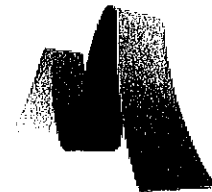
Printed Name: _____

Signature: _____ Date: _____

Los Encinos Park
McAllen PARK
KC11219
City/School Park



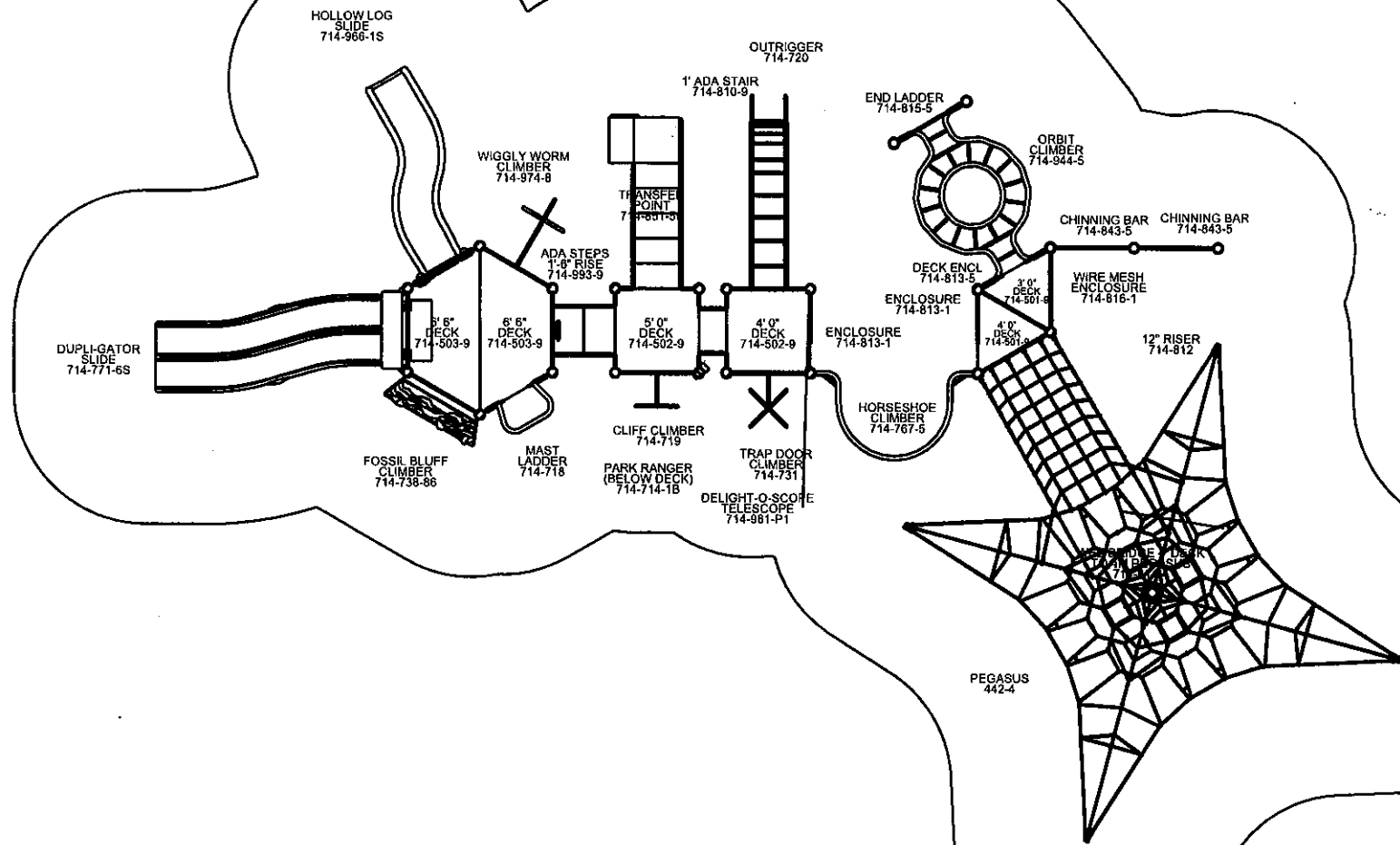
PARK PLACE
RECREATION DESIGN, INC.
Fun for All



Miracle

Los Encinos Park - City/School Park - KC11219 McAllen , Texas

For Kids
AGES
5-12
YEARS



Park Place Recreation Designs INC. P.O. Box 18186 San Antonio, TX, 78218 PHONE NO: (210) 821-5878 FAX NO: (210) 832-0115	009_41334666794		To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.
GROUND SPACE: 61' X 38' PROTECTIVE AREA: 73' X 50' DRAWN BY: Miracle Maker SCALE: 1/8"=1' DATE: March 04, 2013	<input checked="" type="checkbox"/> COMPLIES TO ASTM/CPSC <input checked="" type="checkbox"/> COMPLIES TO ADA	TYPE: QUANTITY:	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487. AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2H
DATE SUBMITTED 06/04/13
MEETING DATE 06/10/13

1. Agenda Item: **Request to approve Change Order No. 2 to Vision Construction Co., Inc. in the amount of \$15,580.20 for electrical panels and step down transformers for irrigation system and 5 additional working days for the Bicentennial Hike and Bike Trail. Project No. 110-8702-466.36, CP1204.**

2. Party Making Request: **Parks and Recreation Department**

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

To provide electric panels and associated electrical requirements for step down transformers for the irrigation system and five additional working days due to rain.

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

5. Budgeted: Yes X No N/A

Funding Source: 110-8702-466.66-36 CP1204

Original Contract Amount	\$1,120,000.00
Change Order No. 1	\$ 8,739.87
Change Order No. 2	\$ 15,580.20
Revise Contract Amount:	\$ 1,144,320.07

6. Alternate Option/Costs: Budget amendment required

7. Routing:	<u> NAME/TITLE </u>	<u> INITIAL </u>	<u> DATE </u>	<u> CONCURRENCE </u>
a.)	<u> S. Gavlik, Dir. Parks/Rec </u>	<u> sg </u>	<u> 6-04-13 </u>	<u> yes </u>
b.)	<u> D. Melaas, Deputy. Dir. Parks </u>	<u> dm </u>	<u> 6-04-13 </u>	<u> yes </u>
c.)	<u> Sandra Zamora, Dir Purchasing </u>	<u> _____ </u>	<u> _____ </u>	<u> _____ </u>
d.)	<u> Jerry Dale, Finance Director </u>	<u> _____ </u>	<u> _____ </u>	<u> _____ </u>
e.)	<u> Yvette Barrera, City Engineer </u>	<u> _____ </u>	<u> _____ </u>	<u> _____ </u>

8. Staff Recommendation: **Approval of change order No. 2 to Vision Construction Co., Inc. in the amount of \$15,580.20. A budget amendment is required.**

9. Advisory Board: Approved Disapproved X None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation MRP Approved Disapproved None

12. Action Taken _____

PARKS &


RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: CHANGE ORDER NO. 2 FOR BICENTENNIAL TRAIL, PROJECT NO. 110-8702-466.66-36 CP1204

Date: MAY 6, 2013

COMMENT

GOAL:

To provide a change order for project 110-8702-466.66-36 CP1204, Bicentennial Trail in the amount of \$15,580.20 to Vision Construction Co., Inc.

DISCUSSION:

Additional electrical panels, associated electrical requirements and step down transformers to operate the irrigation system and additional sleeves for the completion of the electrical work on the project.

The change order has been approved by TxDot who is funding the project.

RECOMMENDATION:

The Parks and Recreation Department recommends approval of Change Order No. 2 in the amount of \$15,580.20 and 5 additional working days to Vision Construction Co., Inc.. A budget amendment will be required for this project..

Vision Construction Co. Inc

1603 N. Cage Blvd.
 Unit #1
 Pharr, TX 78557
 Phone number (956) 284-0775
 Fax number (956) 723-8782
 Email: luisg@visionconstructionco.com

CHANGE ORDER: 002

Job#:06-12-C21-136	Date: May 06,2013 <i>05/23/13 WAG</i>
Reference: Bicentennial Hike & Bike Trail	Phone number: 956-284-0775
Customer: City of McAllen Parks and Rec. Dept.	Fax number: 956-723-8782
Property Address: Trenton to Nolana McAllen, TX	Contractor: Vision Construction Co. Inc

Description:	Amount
Request for change order for additional electrical on project	
1. Change Order for additional unistruts, electrical panels and associated electrical requirements for H-5 and for step down transformers and associated electrical needs for irrigation system service change order for additional sleeves that will be required for completion of electrical work (labor & material)	\$13,548.00
SUBTOTAL	\$13,548.00
15% Profit & OH	\$2,032.20
TOTAL AMOUNT of CHANGE ORDER	\$15,580.20
Request for additional five (5) working days due to rain	10 <i>5</i>
TOTAL DAYS	10 <i>5</i>
Total	\$15,580.20

Accepted: The above prices, specifications, and conditions are satisfactory and are accepted. Vision Construction Co. Inc. is hereby authorized to do work as specified upon approval of change order

Customer Signature

Date

Luis A. Garcia
 Vision Construction Co. Inc

05/23/13
 May 6th, 2013
 Date



200 South 10th Street
Suite 901
McAllen, TX 78501
v 956.683.1640
f 956.683.1903
www.dbrinc.com

Pricing Review

DATE

May 23, 2013

TO

Joe Fuentes / City of McAllen

FROM

Daniel Gutierrez, Construction
Administration

PROJECT #12801.000| City of McAllen - Lighting of Bicentennial Trail Between Nolana Ave and Trenton Road

SUBJECT

Request for Change Order for
Additional Electrical on Project (Rev 2)

REMARKS:

DBR has reviewed the pricing for PR #02 Pg. 2, and recommends approval in the amount of \$15,580.00.

1. General contractor Change order No. 001 Pg. 2, originally not approved, was in the amount of \$17,097.05.

ADDITIONAL WORK / CHANGE ORDER AUTHORIZATION

GALLEGOS ELECTRIC, INC.

1350 EL JARDIN HEIGHTS RD
BROWNSVILLE TX 78526-9464

PHONE: (956) 542-0058

FAX: (956) 548-1392

JOB SITE REPAIRS OR INSTALLATIONS
IN RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL AREAS

ELECTRIC & ELECTRONIC TECHNICIAN
LICENSED, BONDED & INSURED

CUSTOMER NAME: Vision Construction Company, Inc.	JOB NAME: Bicentennial Hike & Bike Trail	DATE: 5/6/2013
ATTN: Luis Garcia	JOB AREA: Throughout Jobsite	PHONE: 956.740.0186
BILLING ADDRESS: 1603 N. Gage Ste A	JOB LOCATION (CITY & STATE): McAllen, Texas	
CITY, STATE, ZIP CODE: Pharr, TX 78557	GALLEGOS ELECTRIC PO#:	

We Are Hereby Authorized To Perform The Following Specifically Described Additional Work:

Provide & Install Electrical Modifications as per RFI 008A response on 2013-01-08.

Please Note: Irrigation Controller location has ben figured at 20' since no specific location was given. If location is more it will be an additional cost.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$13,548.00

(circle one)

Payment Will Be Made As Follows: upon completion

Above Additional Work To Be Performed Under Same Conditions As Specified In Original Contract Unless Otherwise Stipulated.

5/6/2013
Date

Jehu Luna
GALLEGOS ELECTRIC AUTHORIZATION

Date

CUSTOMER'S AUTHORIZATION

2 WEEKS LEAD TIME ON ALL MATERIAL & LABOR

NOTE: This Revision Becomes A Part Of, And In Conformance With, The Existing Contract.
Please note the price for the panel is \$525.00, our estimating software charged \$215.38 the difference being \$309.62 which was added to the total dollar amount.

**CITY OF MCALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD
PLANNING & ZONING BOARD

AGENDA ITEM 21
DATE SUBMITTED 06-04-13
MEETING DATE 06-10-13

1. Agenda Item: **RESOLUTION:** Authorizing the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for funding under the Fiscal Year 2013 Justice Assistance Grant Program.

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

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

This grant will provide funding for one (1) digital imaging system and its accessories to be utilized by the McAllen Police Department Explosive Ordnance Disposal (Bomb) Unit. The Unit requires this device, an X-ray system for bomb squad application, to update its current bomb response equipment. The federal request is \$22,615 with a leveraged local cash match of \$570, taken from forfeiture funds, for a total project cost of \$23,185.

4. Policy Implication: None

5. Budgeted: Yes No X N/A

6. Alternate Option/Costs: None

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a) Victor Rodriguez, Chief of Police	<u> VR </u>	<u> 06-04-13 </u>	<u> YES </u>

8. Staff Recommendation: Motion to approve submission of application.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. City Manager: MRP Approved Disapproved None



CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration
Date: June 4, 2013
Subject: FY 2013 Justice Assistance Grant Program

GOAL: Authorizing the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for funding under the Fiscal Year 2013 Justice Assistance Grant Program.

BRIEF EXPLANATION OF THE ITEM:

This grant will provide funding for one (1) digital imaging system and its accessories to be utilized by the McAllen Police Department Explosive Ordnance Disposal (Bomb) Unit. The Unit requires this device, an X-ray system for bomb squad application, to update its current bomb response equipment. The federal request is \$22,615 with a leveraged local cash match of \$570, taken from forfeiture funds, for a total project cost of \$23,185.

OPTIONS: Option 1: Approving the submission of the grant application will allow the Police Department to purchase one (1) digital imaging system and its accessories to be utilized by the McAllen Police Department Explosive Ordnance Disposal (Bomb) Unit.

Option 2: Not approving the submission of the grant application will result in a loss of an opportunity to purchase one (1) digital imaging system and its accessories.

RECOMMENDATION: Staff recommends submission of the application.

RESOLUTION NO. 2013-_____

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR FUNDING UNDER THE FISCAL YEAR 2013 JUSTICE ASSISTANCE GRANT PROGRAM.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance has awarded funds through the Justice Assistance Grant; and

WHEREAS, the Justice Assistance Grant provides necessary funds to units of Local Government through the Justice Assistance Grant Program; and

WHEREAS, the grant program allows all Local governments the financial ability to support a broad range of equipment to prevent and control crime based on their own local needs and conditions;

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

- 1) The Grant Administration Office is hereby authorized to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for funding under the Fiscal Year 2013 Justice Assistance Grant Program for one (1) digital imaging system and its accessories to be utilized by the McAllen Police Department Explosive Ordnance Disposal (Bomb) Unit in the amount of \$22,615 with a leveraged local cash match of \$570, taken from forfeiture funds, for a total project cost of \$23,185.
- 2) Upon the approval of this application, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project.
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Bureau of Justice Assistance in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 10th day of June 2013, at a regular meeting of the Board of Commissioners, of the City of McAllen, Texas, at which a quorum was present and which was held pursuant to Chapter 551, Texas Government Code.

Attest:

City of McAllen

Annette Villarreal, City Secretary

Jim Darling, Mayor

Approved as to form:

Kevin Pagan, City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 2j
 DATE SUBMITTED 06/03/13
 MEETING DATE 06/10/13

1. Agenda Item: McAllen Development Center – Change Order #2 – storm drain replacement and credits

2. Party Making Request: Engineering Department

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

Consideration and approval of Change Order #2; decreasing contract amount to \$1,977,697.00 and reducing the contingency allowance to \$47,515.00.

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

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

6. Alternate Option/Costs _____

	Existing	Proposed	Revised
Contract Amount:	\$1,979,000.00	(\$1,303.00)	\$1,977,697.00
Contingency Allowance:	\$ 50,000.00	\$2,485.00	\$ 47,515.00
Interior Signage Allowance:	\$ 10,000.00		
Structural Allowance:	\$ 10,000.00		
Selective Demolition Allowance:	\$ 1,130.00		
Days	130		

7. Routing:
 NAME/TITLE INITIAL DATE CONCURRENCE

a.) Yvette Barrera, PE, City Engineer YB 6/4/13 YES

b.) Sandra Zamora, Director of Purchasing SZ BY LC 6/5/13 YES

d.) J.W. Dale, Director of Finance _____ _____ _____

f.) Roy Rodriguez, PE, Assistant City Mgr. _____ _____ _____

8. Staff Recommendation: **Staff recommends approval of Change Order #2 crediting the contract amount by \$1,303 revising the overall contract amount to \$ 1,977,697.00 and debiting the contingency allowance by \$ 2,485 leaving a balance of \$ 47,515.00. No change in time is expected and will remain at 130 days to completion.**


9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



To: Mike R. Perez, City Manager

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

Date: June 3, 2013

Subject: McAllen Development Center - Change Order #2

Goal - Consider and approve Change Order #2 to the contract.

Brief Explanation

During excavation and salvaging of several crape myrtle trees on the east and south sides of the existing facility site, the City's landscape contractor discovered and were directed to brake three 4" drain lines that were within the root ball structure of the trees. A much larger root ball was required in order to increase the chances of the tree's survival. The contractor proposes to adjust, replace and install these storm lines at a cost of \$2,485.00.

This additional expense will be taken from the project's existing contingency allowance with a current balance of \$ 50,000.00. The balance in the allowance will be \$ 47,515.00. The proposed change will not impact the existing contract time which will remain at 130 days to completion.

In addition to this item, a credit to the contract is being proposed. The proposed decrease in the contract amount partly results from \$ 155.00 for hvac adjustments and re-wiring of existing light fixtures while salvaging the existing plaster ceiling, fixtures and duct openings in the old vault spaces. Another deduction in the amount of \$ 1,148 is associated with leaving perimeter metal studs of a structural grade, while removing/replacing damaged studs, removing existing fasteners and assuring that all studs are plumb. In total, the contract will be reduced by \$1,330.00, for a revised amount of \$1,977,697.00.

Options - The Commission may choose to have the items further negotiated.
The City Commission may elect to deny the request.

Recommendation - City staff recommends approval of Change Order #2 to Peacock General Contractors, Inc. for a revised contract amount of \$1,977,697.00 and a continued contract time of 130 days together with a reduction to the contingency allowance that will leave a balance of \$47,515.00.

Reduction of
Contract Amt.

PEACOCK GENERAL CONTRACTORS, INC.
P.O. BOX 573398/801 E. GRIMES
HARLINGEN, TX 78553

CHANGE ORDER REQUEST #3

DATE: May 14, 2013
TO: R.O.F.A ARCHITECTS
ATTN: CESAR ROQUE
FAX: (956)681-1138
FROM: TRE PEACOCK
RE: MCALLEN DEVELOPMENT CENTER RENOVATIONS

CHANGES:

Existing exterior perimeter metal stud are to remain AS IS. Furnish all materials, labor and equipment to remove any damaged metal studs and replace them with same size/gauge of existing metal studs. Remove all existing fastening screws. Ensure that all wall are plumbed and prepared to receive new, in base bid, insulation and gypsum drywall. Clean debris left behind and or in the way.

In place 3-5/8" metal studs/track credit <\$3,248.00>

Additional materials/labor cost:

Remove all existing screws	\$ 450.00
Clean debris around metal studs	\$ 370.00
Realign/repair existing track	\$ 425.00
Realign good studs	\$ 480.00
Remove damaged studs	\$ 375.00
Extra ceiling tiles	\$ 0.00
Extra ceiling grid	<u>\$ 0.00</u>
Total:	\$ 2,100.00

Total price change credit by this RFP #001 \$1,148.00

PLEASE NOTE: DOES NOT INCLUDE ALIGNING OF EXISTING OFFSET WALLS.

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



Revised Proposal Request Number: 001

May 13, 2013

PROJECT: McAllen Development Center, McAllen

Existing exterior perimeter metal stud walls are to remain **(as is)**. Furnish all materials, labor and equipment to remove any damaged metal studs and replace them with same size/gauge of existing metal studs. Remove all existing fastening screws. Ensure that all walls are plumbed and prepared to receive **new, in base bid, insulation and gypsum drywall.** Clean debris left behind and or in the way.

Note: Scope of work does not include any demolition of bulging concrete materials, **aligning existing offset walls.**

Breakdown

	<u>Subtotal</u>	<u>total</u>
<u>In place 3-5/8" metal studs/track credit:</u>	\$3,248.00	+\$3,248.00

Additional materials/labor cost:

Remove all existing screws:.....	\$450.00	
Clean debris around metal studs:.....	\$370.00	
Realign/repair existing track:.....	\$425.00	
Realign good studs:.....	\$480.00	
Remove damaged studs:.....	\$ 375.00	
Extra ceiling tiles:.....	\$.00(enlarged int. dim.)	
Extra ceiling grid:.....	\$.00 (enlarged int. dim.)	
	<u>\$2,100.00</u>	<u>- \$2,100.00</u>

.....

Thank You,
 Enrique Salazar, estimator/ PM

PEACOCK GENERAL CONTRACTORS, INC.

P.O. BOX 53098/801 E. GRIMES

HARlingen, TX 78553

CHANGE ORDER REQUEST #5

DATE: May 29, 2013
TO: R.O.F.A ARCHITECTS
ATTN: CESAR ROQUE
FAX: (956)681-1138
FROM: TRE PEACOCK
RE: MCALLEN DEVELOPMENT CENTER RENOVATIONS

CHANGES: Proposal Request No. 002

- 1.) Keep existing ceiling at Storage B114 and Vault E104.
Credit proposed ceiling and light fixtures.
- 2.) Route HVAC duct as per drawing from Engineer.
- 3.) Keep and wire existing light fixtures as per drawing from Engineer.

Ceiling

Material: <\$ 800.00>

Labor: <\$ 270.00>

Credit Total: <\$1,070.00>

Electrical

Material: <\$ 400.00>

Material: \$ 865.00

Total: \$ 465.00

HVAC

Material: \$ 450.00

Total for this COR: <\$ 155.00>

PEACOCK GENERAL CONTRACTORS, INC.

P.O. BOX 530098/801 E. GRIMES
HARLINGEN, TX 78553

*From Contingency
Allowance.*

CHANGE ORDER REQUEST #6

DATE: May 22, 2013
TO: R.O.F.A ARCHITECTS
ATTN: CESAR ROQUE
FAX: (956)681-1138
FROM: TRE PEACOCK
RE: MCALLEN DEVELOPMENT CENTER RENOVATIONS
CHANGES: Changes as per RFI #6

Repair of Storm Drains on the South and East Sides of Building:

- 1.) Storm drain lines will be rerouted to avoid footings and perimeter beams of new slab.
- 2.) Storm drain lines will have to maintain same elevation to tie back into existing drain lines.
- 3.) No patching of concrete that will need to be chipped away in order to make a good connection to cast iron pipe in existing building slab.

Total: \$2,485.00

HAMILTON

AIR CONDITIONING, ELECTRIC AND PLUMBING, INC.

#TACLB002647C / #M-7544 (Med-Gas Certified)

RESPONSIBLE MASTER PLUMBER: DON WILEY

MASTER ELECTRICIAN #00003013 / ELECTRICAL CONTRACTOR #17046

P.O. BOX 82, HARLINGEN, TEXAS 78551

956-399-3227 (FAX 956-399-2832)

www.hamiltonacelectricandplumbing.com

5-21-13

PROJECT: McAllen Development Center

Gentlemen,

We are pleased to quote you for the REPAIR OF STORM DRAINS ON THE SOUTH AND EAST SIDES OF BUILDING on the above project with the following Qualifications:

1. Storm drain lines will be rerouted to avoid footings and perimeter beams of new slab.
2. Storm drain lines will have to maintain same elevation to tie back into existing drain line.
3. **No patching of concrete** that will need to be chipped away in order to make a good connection to cast iron pipe in existing building slab.

REPAIRS FOR THE SUM OF: \$2,485.00

If you have any questions, please give me a call.

Thank You Very Much,

Don Wiley

Don Wiley

Hamilton Air Conditioning, Electric & Plumbing, Inc.

We are proud to be "Platinum Certified" by Dun & Bradstreet:

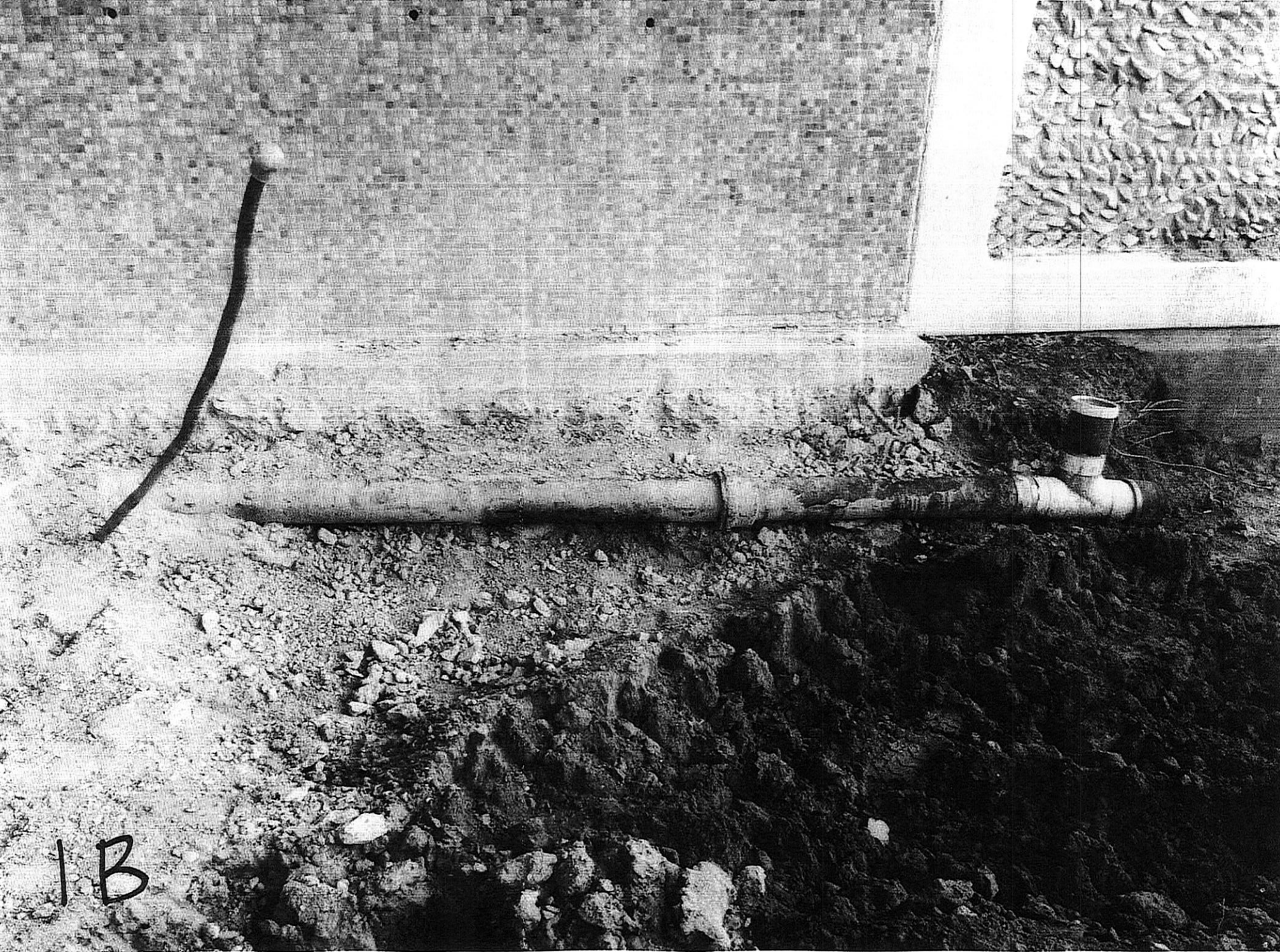


Note: CNTRL + Click on D&B Icon to go to Hamilton's Personalized Web Site

BETTER BUSINESS BUREAU RATED A+

WE ARE PROUD TO BE THE WINNER OF THE 2012 BBB RIO GRANDE VALLEY ETHICS AWARD!

Plumbing license questions or complaints may be filed by contacting the Complaint Department at (800) 845-6584, extension 65249, or by mail to the Texas State Board of Plumbing Examiners, Attention Complaint Department, P.O. Box 4200, Austin, TX 78765-4200, or by e-mail to info@tsbpe.state.tx.us.



1B



28

South Side

Concrete needs
to be cleared away
From pipe.

3-A1

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2k
DATE SUBMITTED 06/04/13
MEETING DATE 06/10/13

1. Agenda Item: Consideration and approval of prioritization of the proposed East Redbud Avenue at North "K" Center Avenue Drainage Improvements project

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Consideration and approval of prioritization of the proposed East Redbud Avenue at North "K" Center Avenue Drainage Improvements project necessary to address flooding issues, on-going pavement failures and potential damage to adjacent private property

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

5. Budgeted: Yes X No N/A

Engineer's Opinion of Probable Construction Costs \$ 212,000.00

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> 6/4/13 </u>	<u> yes </u>
b.) R. Rodriguez, PE, Asst. City Manager	<u> </u>	<u> </u>	<u> </u>
d.) J. Dale, CPA, Finance Director	<u> </u>	<u> </u>	<u> </u>
e.) S. Zamora, CPM, Director of P&C	<u> SZ </u>	<u> 6/5/13 </u>	<u> YES </u>


8. Staff Recommendation: Approve prioritization of the proposed East Redbud Avenue at North "K" Center Avenue Drainage Improvements project under FY 2012-2013 subject to budget admendment

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: June 4, 2013

Subject: Future East Redbud Avenue at North "K" Center Drainage Improvement Project

Goal

Consideration and approval for prioritization of the future East Redbud Avenue at North "K" Center Avenue Drainage Improvements project.

Explanation

Since early 2012, City staff has been working with the current management of the Redbud Place Apartments to address flooding issues and subsequent pavement damage along the 1000 block of East Redbud Avenue. These issues have been attributed to a failing stormsewer line located along the north curb line of East Redbud Avenue.

In 2012, Public Works crews inspected the line and found that the existing 42-inch HDPE stormsewer line had collapsed in several areas along its length. The existing line was installed in 2001 with the development of the Lakes Business Park.

Public Works has continually repaired the adjacent pavement. However, on-going failures continue to threaten the neighboring improvements located at the Redbud Place Apartments.

The Engineering Department has developed a proposed project to remove approximately 650-linear feet of 42-inch diameter HDPE stormsewer and replace it with reinforced concrete pipe. Project costs are estimated at \$212,000.00

An exhibit illustrating the flooding extents and pavement failure is attached for your review.

Options

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

Recommendation

Staff recommends approval of prioritization of the future East Redbud Avenue at North "K" Center Avenue Drainage Improvements project under FY 2012-2013 subject to a budget amendment.



Redbud Place
Apartments

Stormsewer Outfall
(retention area)

Existing Storm Sewer
Segment (collapsed)

LOCATION MAP: REDBUD AVENUE AT N "K" CENTER AVENUE DRAINAGE IMPROVEMENTS PROJECT

© 2013 Google

Google earth

Imagery Date: 12/25/2010 ~ 26°14'22.92" N - 98°12'18.79" W elev 114 ft eye alt 2307 ft

Farm to Market 2061

N West

N McColl Rd

E Redbud Ave

E Nolana Ave

507 ft



Redbud Avenue: North R.O.W. Repair Extents (Viewing NW)



Redbud Avenue: Sinkhole at North R.O.W. (Viewing NE)



Redbud Avenue: Detail of Pavement Failure at North R.O.W.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS (PRELIMINARY)
DRAINAGE IMPROVEMENTS - EAST REDBUD AVENUE AT NORTH "K" CENTER
Prepared: June 2013

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
<i>DRAINAGE IMPROVEMENTS</i>					
1	Remove 42-inch HDPE Pipe	LF	650	\$ 50.00	\$ 32,500.00
2	42-inch RCP (CLIII)	LF	650	\$ 125.00	\$ 81,250.00
3	Inlet TY-F	EA	2	\$ 4,500.00	\$ 9,000.00
4	Manhole (TY M)	EA	1	\$ 7,800.00	\$ 7,800.00
5	Trench Protection	LF	650	\$ 2.00	\$ 1,300.00
6	Tie to Exist Structure	EA	3	\$ 1,000.00	\$ 3,000.00
<i>Subtotal - Drainage Improvements</i>					\$ 134,850.00
<i>PAVING IMPROVEMENTS</i>					
7	Remove/Replace Concrete Drwy Apron	SY	20	\$ 50.00	\$ 1,000.00
8	Remove/Replace Curb & Gutter	LF	650	\$ 20.00	\$ 13,000.00
9	Remove/Replace Sidewalk; 4-ft Width	LF	540	\$ 22.00	\$ 11,880.00
10	Remove/Replace Concrete Valley Gutter	SY	120	\$ 40.00	\$ 4,800.00
11	Sidewalk Ramp (TY 7)	EA	3	\$ 850.00	\$ 2,550.00
12	Pavement Repair	SY	580	\$ 60.00	\$ 34,800.00
<i>Subtotal - Paving Improvements</i>					\$ 68,030.00
<i>MISCELLANEOUS</i>					
13	Traffic Control; Furnish & Maintain	LS	1	\$ 2,500.00	\$ 2,500.00
14	Temp Erosion & Sediment Control	LS	1	\$ 1,000.00	\$ 1,000.00
<i>Subtotal - Miscellaneous</i>					\$ 3,500.00
<i>PROJECT SUBTOTAL</i>					\$ 206,380.00
Construction Materials Testing (CMT) 2.5%					\$ 5,159.50
PROJECT TOTAL					\$ 211,539.50

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u>2L1</u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>5/31/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>6/10/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

Over \$500.00 Refund for Conn's #106/Conn's Appliances Inc

Amount of refund: \$3,405.00

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>05/31/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

MCALLEN TAX OFFICE MEMO

Date: 6/03/13
To: Mayor Jim Darling and City Commission
Through: Mike R. Perez, City Manager
From: Martha Guel, Tax Assessor *MG*
Re: \$500.00 Refunds

After the supplements from the Appraisal District for the month of May, your approval on the following refunds is needed:

<i>Name</i>	<i>Amount Paid</i>	<i>Corrected Levy</i>	<i>Refund</i>	<i>Change Reason</i>
<i>Conn's Appliance</i>	<i>22,934.20</i>	<i>19,529.20</i>	<i>3,405.00</i>	<i>Agreed Judgment</i>
<i>Ware Indst. Part.</i>	<i>23,400.41</i>	<i>22,579.19</i>	<i>821.22</i>	<i>Agreed Judgment</i>
<i>Weingarten Northcross JV</i>	<i>25,729.12</i>	<i>23,937.15</i>	<i>1,791.97</i>	<i>Agreed Judgment</i>
<i>Reynaldo M. & Anita Rodriguez</i>	<i>998.33</i>	<i>-0-</i>	<i>998.33</i>	<i>Granted 100% Veteran's Disability</i>
<i>Daniel & Herminia Villareal</i>	<i>583.65</i>	<i>-0-</i>	<i>583.65</i>	<i>Granted 100% Veteran's Disability</i>
<i>Imaging Center at Medpoint</i>	<i>4,389.67</i>	<i>1,793.62</i>	<i>2,596.03</i>	<i>Error in Assessment</i>

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 CONN'S #106/CONN'S APPLIANCES INC
Owner's name and address	Present mailing address (number and street) P O BOX 2358 C/O WILSON & FRANCO 11000 RICHMOND AVE SUITE 350
	City, town or post office, state, ZIP code BEAUMONT TX 77704 HOUSTON TX 77042

Step 2:	Describe the property Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT AND VEHICLES
	Address or location of property: _____
	Account number of property: G7000-99-000-001A-00 OR Tax receipt number: C7883-99-000-0004-21

Step 3:	Give the tax payment information <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width:15%;">Year for Which Refund is Requested</th> <th style="width:15%;">Date of the Tax Payment</th> <th style="width:15%;">Amount of Taxes Paid</th> <th style="width:20%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2012</u></td> <td style="text-align: center;"><u>1/29</u> / <u>2013</u></td> <td style="text-align: right;">\$ <u>5,638.07</u></td> <td style="text-align: right;">\$ <u>1,198.47</u></td> </tr> <tr> <td>2. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2011</u></td> <td style="text-align: center;"><u>1/13</u> / <u>2012</u></td> <td style="text-align: right;">\$ <u>5,717.85</u></td> <td style="text-align: right;">\$ <u>617.37</u></td> </tr> <tr> <td>3. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2012</u></td> <td style="text-align: center;"><u>1/29</u> / <u>2013</u></td> <td style="text-align: right;">\$ <u>5,354.62</u></td> <td style="text-align: right;">\$ <u>573.62</u></td> </tr> <tr> <td>4. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2011</u></td> <td style="text-align: center;"><u>1/13</u> / <u>2012</u></td> <td style="text-align: right;">\$ <u>6,223.66</u></td> <td style="text-align: right;">\$ <u>1,015.54</u></td> </tr> <tr> <td>5. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/29</u> / <u>2013</u>	\$ <u>5,638.07</u>	\$ <u>1,198.47</u>	2. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>1/13</u> / <u>2012</u>	\$ <u>5,717.85</u>	\$ <u>617.37</u>	3. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/29</u> / <u>2013</u>	\$ <u>5,354.62</u>	\$ <u>573.62</u>	4. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>1/13</u> / <u>2012</u>	\$ <u>6,223.66</u>	\$ <u>1,015.54</u>	5. _____			\$ _____	\$ _____
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																											
1. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/29</u> / <u>2013</u>	\$ <u>5,638.07</u>	\$ <u>1,198.47</u>																											
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5. _____			\$ _____	\$ _____																											
	Taxpayer's reason for refund (attach supporting documentation): AGREED JUDGMENT C-2581-11-B 05-14-13ng																														

Step 4:	Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."
	sign here ^{Signature}
	Date of application for tax refund 5/23/13
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5:	Tax refund determination This tax refund is <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
	sign here ^{Authorized officer}
	Date 6/3/13
	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 _____

Hidalgo County Appraisal District

ADMINISTRATION

Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
P.O. Box 208
Edinburg, Texas 78540-0208
(956) 381-8466 (956) 565-2461
Personal Property Fax#: (956) 289-2122



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

WWW.HIDALGOAD.ORG

May 01, 2013

MCALLEN CITY TAX OFFICE
ATTN: MARTHA GUEL
PO BOX 220
MCALLEN TX 78505-0220

RE: CONN APPLIANCES, INC. vs. HIDALGO COUNTY APPRAISAL DISTRICT,
CAUSE NO. C-2581-11-B IN THE 93rd DISTRICT COURT OF HIDALGO COUNTY, TEXAS

Dear Mrs. Guel,


Enclosed herein for your review is a copy of the agreed judgment for Conn Appliances, Inc. vs. Hidalgo County Appraisal District for the enclosed accounts.

As stated in the agreement, the values for the business personal property accounts will be corrected for the 2011 and 2012 tax years. Hidalgo County Appraisal District will include the corrections in the next supplement, which will be delivered to your office on or about May 31, 2013.

Please note 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 judgement. Therefore, in this case, any refund must be completed on or before June 26, 2013, in order to qualify for the waiver of interest.

Should you have any questions, please do not hesitate to contact me.

Respectfully,


Fernando Martinez, RPA
Personal Property Supervisor

Enclosures

*Done
5/14/13*

**BUSINESS PERSONAL PROPERTY ACCOUNTS
AGREED JUDGMENT
CAUSE NO. C-2581-11-B**

2011 and 2012 TAX YEARS

<u>GEO ID #</u>	<u>QUICK REF. ID #</u>	<u>CITY</u>
G7000-99-000-001A-00	774850	MCALLEN
C7883-99-000-0004-21	761877	MCALLEN

CONN APPLIANCES, INC.,
Plaintiff

vs.

HIDALGO COUNTY APPRAISAL
DISTRICT,
Defendant

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

93RD JUDICIAL DISTRICT

HIDALGO COUNTY, TEXAS

AGREED JUDGMENT

CAME ON TO BE HEARD CONN APPLIANCES, INC., 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

11/11/11

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 2011 and 2012 appraisal rolls to reflect the following as the appraised value for the following account number:

Acct. No. G7000-99-000-0 01A-00 / PID. No. 774850

Year	Total Value
2011	\$1,182,584.00
2012	\$1,029,354.00

Acct. No. C7883-99-000-0004-21 / PID. No. 761877

Year	Total Value
2011	\$1,207,540.00
2012	\$1,108,508.00

3. The undersigned parties shall, as soon as possible following 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 Tax Code.

4. 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.

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 28 day of March, 2013.

[Signature]
JUDGE PRESIDING

APPROVED AS TO FORM:

M^CBRYDE FIRM, PLLC

By: [Signature]
GAVIN M^CBRYDE
State Bar No. 24045045

7600 Burnet Road, Suite 500
Austin, TX 78757
Telephone: (512) 296-2115
Facsimile: (512) 691-9072

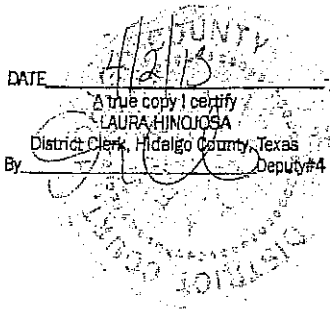
ATTORNEYS FOR PLAINTIFF

LAW OFFICE OF RICHARD S. TALBERT

By: [Signature]
RICHARD S. TALBERT
State Bar No. 19616500

612 S. Texas
Weslaco, TX 78596-6222
Telephone: (956) 968-1578
Facsimile: (956) 968-0698

ATTORNEY FOR DEFENDANT



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2L2 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 5/31/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 6/10/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

Over \$500.00 Refund for Ware Industrial Partners LP

Amount of refund: \$821.22

4 Policy Implication: _____

5 Budgeted: Yes No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>05/31/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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 WARE INDUSTRIAL PARTNERS LP
Owner's name and address	Present mailing address (number and street) 14785 PRESTON RD STE 850 17330 Preston Rd, Suite 250 B
	City, town or post office, state, ZIP code DALLAS TX 75254 75252
	Phone (area code and number) 972-759-7712

Step 2:	Describe the property
	Legal description (or attach copy of the tax bill or tax receipt): SOUTH WEST CENTRE LOT 3A
	Address or location of property: _____
	Account number of property: S4775-00-000-003A-00 OR Tax receipt number: _____

Step 3:	Give the tax payment information																														
	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width:15%;">Year for Which Refund Is Requested</th> <th style="width:15%;">Date of the Tax Payment</th> <th style="width:10%;">Amount of Taxes Paid</th> <th style="width:10%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2011</u></td> <td style="text-align: center;"><u>1/19</u> / <u>2012</u></td> <td style="text-align: right;">\$ <u>23,400.41</u></td> <td style="text-align: right;">\$ <u>821.22</u></td> </tr> <tr> <td>2. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>3. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>4. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>5. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>1/19</u> / <u>2012</u>	\$ <u>23,400.41</u>	\$ <u>821.22</u>	2. _____			\$ _____	\$ _____	3. _____			\$ _____	\$ _____	4. _____			\$ _____	\$ _____	5. _____			\$ _____	\$ _____
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2. _____			\$ _____	\$ _____																											
3. _____			\$ _____	\$ _____																											
4. _____			\$ _____	\$ _____																											
5. _____			\$ _____	\$ _____																											
	Taxpayer's reason for refund (attach supporting documentation): AGREED JUDGMENT C-2319-11-F																														
	04-26-13ng																														

Step 4:	Sign the form
	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."
	sign here Signature _____ Date of application for tax refund 5/2/13
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5:	Tax refund determination
	This tax refund is <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
	sign here Authorized officer _____ Date 6/3/13
	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 _____

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

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
David Hernandez	Secretary
Pete Garcia	Member
Amador Requenez	Member
Pablo "Paul" Villarreal, Jr.	Member

April 4, 2013

City of McAllen Tax Office
Attn: Martha Guel
P O Box 220
McAllen TX 78505

RE: S4775-00-000-003a-00 633777
SOUTH WEST CENTRE LOT 3A

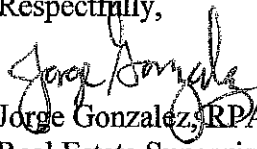
Dear Ms. Guel:

I have enclosed, for your review, a copy of the agreed judgment for Ware Industrial Partners, 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 2011 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 May 28, 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 June 10, 2013.

Should you have any questions, do not hesitate to contact me.

Respectfully,


Jorge Gonzalez, RPA
Real Estate Supervisor

Enclosures

Cc : Litigation File

WARE INDUSTRIAL PARTNERS, LP
Plaintiff

IN THE DISTRICT COURT

vs.

332ND JUDICIAL DISTRICT

HIDALGO COUNTY APPRAISAL
DISTRICT,
Defendant

HIDALGO COUNTY, TEXAS

§
§
§
§
§
§
§
§
§
§

AGREED JUDGMENT

CAME ON TO BE HEARD WARE INDUSTRIAL PARTNERS, 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 2011 appraisal roll to reflect the following as the appraised value for the following account number:

Acct. No. S4775-00-000-003A-00 / PID. No. 633777

Land Value	Improvement Value	Total Value
\$254,183.00	\$4,980,964.00	\$5,235,147.00

3. The undersigned parties shall, as soon as possible following 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 Tax Code.

4. 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.

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 12-TH day of MARCH, 2013.



JUDGE PRESIDING

APPROVED AS TO FORM:

THE MARSHALL FIRM PC

By: 

JASON C. MARSHALL

State Bar No. 00794231

302 N. Market St., Suite 510

Dallas, TX 75202

Telephone: (214) 742-4800

Facsimile: (214) 452-9064

ATTORNEYS FOR PLAINTIFF

LAW OFFICE OF RICHARD S. TALBERT

By: 

RICHARD S. TALBERT

State Bar No. 19616500

612 S. Texas

Weslaco, TX 78596-6222

Telephone: (956) 968-1578

Facsimile: (956) 968-0698

ATTORNEY FOR DEFENDANT

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2L3 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 5/31/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 6/10/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

Over \$500.00 Refund for Weingarten Northcross JV

Amount of refund: \$1,791.97

4 Policy Implication: _____

5 Budgeted: Yes No N/A

Bid Amount: Budgeted Amount: _____

Under Budget: Over Budget: _____

Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

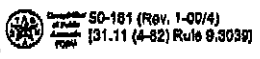
<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u> mg </u>	<u> 05/31/13 </u>
b) _____	<u> </u>	<u> </u>

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None



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 and address

Owner's name
WEINGARTEN NORTHCROSS J V

Present mailing address (number and street)
11000 RICHMOND AVENUE SUITE 350

City, town or post office, state, ZIP code
HOUSTON TX 77042

Phone (area code and number)

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): **NORTHCROSS SHOPPING CENTER LOT 1**

Address or location of property:

Account number of property: **N7200-00-000-0001-00** OR Tax receipt number:

Step 3: Give the tax payment information

	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	CITY OF MCALLEN	2012	1/22 / 2013	\$ 25,729.12	\$ 1,791.97
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

Taxpayer's reason for refund (attach supporting documentation): **AGREED JUDGMENT C-2573-12-G**

05-01-13ng

Step 4: Sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here Signature: *Jessica Deardoff* Date of application for tax refund: **5/1/13**

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund determination

This tax refund is Approved Disapproved

sign here Authorized officer: *[Signature]* Date: **6/3/13**

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:

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

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
David Hernandez	Secretary
Pete Garcia	Member
Amador Requenez	Member
Pablo "Paul" Villarreal, Jr.	Member

April 17 2013

City of McAllen Tax Office
Attn: Martha Guel
P O Box 220
McAllen TX 78505

RE: N7200-00-000-0001-00 248947
NORTHCROSS SHOPPING CENTER LOT 1

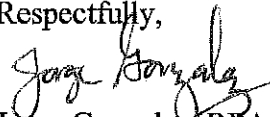
Dear Ms. Guel:

I have enclosed, for your review, a copy of the agreed judgment for Weingarten Northcross JV 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 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 May 28, 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 July 9, 2013.

Should you have any questions, do not hesitate to contact me.

Respectfully,


Jorge Gonzalez, RPA
Real Estate Supervisor

Enclosures

Cc : Litigation File

WEINGARTEN NORTHCROSS JV,
Plaintiff

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

vs.

370TH JUDICIAL DISTRICT

HIDALGO COUNTY APPRAISAL
DISTRICT,
Defendant

HIDALGO COUNTY, TEXAS

AGREED JUDGMENT

CAME ON TO BE HEARD WEINGARTEN NORTHCROSS JV, 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 2012 appraisal roll to reflect the following as the appraised value for the following account number:

Acct. No. N7200-00-000-0001-00 / PID. No. 248947

Land Value	Improvement Value	Total Value
\$3,587,406.00	\$1,962,594.00	\$5,550,000.00

3. The undersigned parties shall, as soon as possible following 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 Tax Code.

4. 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.

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 10th day of April, 2013.

DATE 4/10/2013

A true copy I certify

LAURA HINOJOSA

District Clerk, Hidalgo County, Texas

JUDGE PRESIDING

By Candice Sorei Deputy #14

APPROVED AS TO FORM:

THE COX LAW FIRM

By: _____


RAY L. COX, JR.
State Bar No. 04962500

5300 Memorial Drive, Suite 890
Houston, TX 77007
Telephone: (713) 862-7772
Facsimile: (713) 862-1002

ATTORNEYS FOR PLAINTIFF

LAW OFFICE OF RICHARD S. TALBERT

By: _____


RICHARD S. TALBERT
State Bar No. 19616500

612 S. Texas
Weslaco, TX 78596-6222
Telephone: (956) 968-1578
Facsimile: (956) 968-0698

ATTORNEY FOR DEFENDANT

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2L4 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 5/31/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 6/10/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

 Over \$500.00 Refund for Reynaldo M & Anita Rodriguez

 Amount of refund: \$998.33

4 Policy Implication: _____

5 Budgeted: Yes No N/A

Bid Amount: Budgeted Amount: _____

Under Budget: Over Budget: _____

Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u> Martha Guel Tax Assessor </u>	<u> mg </u>	<u> 05/31/13 </u>
b) _____	<u> </u>	<u> </u>

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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 RODRIGUEZ REYNALDO M & ANITA
Owner's name and address	Present mailing address (number and street) 4104 ORCHID AVE
	City, town or post office, state, ZIP code MCALLEN TX 78504
	Phone (area code and number)

Step 2:	Legal description (or attach copy of the tax bill or tax receipt): VENTANA DEL SOL PH 2 LOT 99
Describe the property	Address or location of property: 4104 ORCHID AVE
	Account number of property: V3053-02-000-0099-00 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>2012</u>	<u>01/08</u> / <u>2013</u>	\$ <u>502.94</u>	\$ <u>502.94</u>
	2. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>12/30</u> / <u>2011</u>	\$ <u>495.39</u>	\$ <u>495.39</u>
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
<i>CO9/12</i> <i>C17/11</i>	Taxpayer's reason for refund (attach supporting documentation): GRANT DVHS FILED LATE Q/YR 2011				
	<i>998.33</i>				

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 → <i>Reynaldo Rodriguez</i> Signature	Date of application for tax refund 5-16-13
	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 type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Tax refund determination	sign here → <i>[Signature]</i> Authorized officer	Date 6/3/13
	sign here → Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)	Date

Geo

3/21/2013 1:02PM

Current Property Data as of Supp 17

Supp Code: CE

Supp Action: M

Prop ID	Owner	%	Legal Description	Values			
688896	638855	100.00 R	Geo: V3053-02-000-0099-00 RODRIGUEZ REYNALDO M. & ANITA 4104 ORCHID AVE MCALLEN, TX 78504-5445	Effective Acres: 0.0000	Imp HS: 105,612	Market: 136,859	
			Ventana Del Sol Ph 2 Lot 99		Imp NHS: 0	Prod Loss: 0	
			Appraiser: O4 Operator: jrjos	Acres: 0.0000	Land HS: 31,247	Appraised: 136,859	
			State Codes: A	Map ID: 46 PG 57	Land NHS: 0	Cap: 0	
			Situs: 4104 ORCHID AVE MCALLEN, TX	Mtg Cd:	Prod Use: 0	Assessed: 136,859	
				Ref ID1: 478591	Prod Mkt: 0		Late Ag: F
				Ref ID2: R688896			

Change Desc:

GRANT DVHS FILED LATE Q/YR 2011

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
RODRIGUEZ REYNALDO M. & ANI	638855	100.00		CML	100.00	136,859	0	Year: 2007	0.00
		DVHS						567.030000	
		HS							
		OV65							

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values			
688896	638855	100.00 R	Geo: V3053-02-000-0099-00 RODRIGUEZ REYNALDO M. & ANITA 4104 ORCHID AVE MCALLEN, TX 78504-5445	Effective Acres: 0.0000	Imp HS: 105,612	Market: 136,859	
			Ventana Del Sol Ph 2 Lot 99		Imp NHS: 0	Prod Loss: 0	
			Appraiser: O4 Operator: jrjos	Acres: 0.0000	Land HS: 31,247	Appraised: 136,859	
			State Codes: A	Map ID: 46 PG 57	Land NHS: 0	Cap: 0	
			Situs: 4104 ORCHID AVE MCALLEN, TX	Mtg Cd:	Prod Use: 0	Assessed: 136,859	
				Ref ID1: 478591	Prod Mkt: 0		Late Ag: F
				Ref ID2: R688896			

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
RODRIGUEZ REYNALDO M. & AN	638855	100.00		CML	100.00	136,859	114,859	Year: 2007	0.00
		DV4						567.030000	
		HS							
		OV65							

Gain or Loss of Value for:

Property: 688896 Geo: V3053-02-000-0099-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	136,859	0	0.00	136,859	114,859	0.00	0	-114,859	0.00

NT - 0-

OT 495.38

Adj. 495.38-

Supp Group: 146

Geo

3/21/2013 1:02PM

Current Property Data as of Supp 9

Supp Code: CE

Supp Action: M

Prop ID	Owner	%	Legal Description	Values								
688896	638855	100.00 R	Geo: V3053-02-000-0099-00 VENTANA DEL SOL PH 2 Lot 99	Effective Acres: 0.0000	Imp HS: 107,363	Market: 138,610	Imp NHS: 0	Prod Loss: 0	Land HS: 31,247	Appraised: 138,610	Land NHS: 0	Cap: 0
			Appraiser: O4	Operator: jrlos	Acres: 0.0000	Prod Use: 0	Assessed: 138,610					
			State Codes: A	Map ID: 46 PG 57	Mtg Cd:	Prod Mkt: 0						
			Situs: 4104 ORCHID AVE MCALLEN, TX	Ref ID1: 478591	Ref ID2: R688896	Late Ag: F						

Change Desc:

GRANT DVHS FILED LATE Q/YR 2011

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
RODRIGUEZ REYNALDO M. & ANI	638855	100.00	CML	100.00		138,610	0	Year: 2007 567.030000	0.00
		DVHS							
		HS							
		OV65							

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values								
688896	638855	100.00 R	Geo: V3053-02-000-0099-00 VENTANA DEL SOL PH 2 Lot 99	Effective Acres: 0.0000	Imp HS: 107,363	Market: 138,610	Imp NHS: 0	Prod Loss: 0	Land HS: 31,247	Appraised: 138,610	Land NHS: 0	Cap: 0
			Appraiser: O4	Operator: jrlos	Acres: 0.0000	Prod Use: 0	Assessed: 138,610					
			State Codes: A	Map ID: 46 PG 57	Mtg Cd:	Prod Mkt: 0						
			Situs: 4104 ORCHID AVE MCALLEN, TX	Ref ID1: 478591	Ref ID2: R688896	Late Ag: F						

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
RODRIGUEZ REYNALDO M. & AN	638855	100.00	CML	100.00		138,610	116,610	Year: 2007 567.030000	0.00
		DV4							
		HS							
		OV65							

Gain or Loss of Value for:

Property: 688896 Geo: V3053-02-000-0099-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	138,610	0	0.00	138,610	116,610	0.00	0	-116,610	0.00

NT -0-

OT 502.93

Adj. 502.93-

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u>2L5</u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>5/31/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>6/10/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

Over \$500.00 Refund for Daniel & Herminia H Villarreal

Amount of refund: \$583.65

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>05/31/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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 VILLARREAL DANIEL & HERMINIA H,
Owner's name and address	Present mailing address (number and street) 3620 GUMWOOD AVE UNIT 6
	City, town or post office, state, ZIP code MCALLEN TX 78501
	Phone (area code and number)

Step 2:	Legal description (or attach copy of the tax bill or tax receipt): GOLDEN ACRES PATIO HOMES UNIT 6
Describe the property	Address or location of property: 3620 GUMWOOD AVE
	Account number of property: G4700-00-006-0000-00 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>2012</u>	<u>12/26</u> / <u>2012</u>	\$ <u>293.40</u>	\$ <u>293.40</u>
<i>CO9/12</i>	2. <u>CITY OF MCALLEN</u>	<u>2011</u>	<u>12/14</u> / <u>2011</u>	\$ <u>290.25</u>	\$ <u>290.25</u>
<i>01/11</i>	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): GRANT DVHS FILED LATE QY 2011 <i>583.65</i>				

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>Daniel Villarreal</i>	Date of application for tax refund <i>4-20-13</i>
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5:	Tax refund determination	
	This tax refund is <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	sign here ^{Authorized officer} <i>[Signature]</i>	Date <i>4/21/13</i>
	sign here ^{Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)}	Date

Geo

Supp Group: 146

3/21/2013 1:02PM

Current Property Data as of Supp 17

Supp Code: CE

Supp Action: M

Prop ID	Owner	%	Legal Description	Values
179814	712705	100.00 R	Geo: G4700-00-006-0000-00 GOLDEN ACRES PATIO HOMES UNIT 6	Effective Acres: 0.0000 Imp HS: 58,860 Market: 77,296 Imp NHS: 0 Prod Loss: 0 Land HS: 18,436 Appraised: 77,296 Land NHS: 0 Cap: 0 Prod Use: 0 Assessed: 77,296 Mtg Cd: 0 Prod Mkt: 0 Appraiser: A3 Operator: jportillo Acres: 0.0000 Map ID: 21 PG 120 Ref ID1: 209109 Ref ID2: R179814
			Situs: 3620 GUMWOOD AVE MCALLEN, TX	Late Ag: F

Change Desc:

GRANT DVHS FILED LATE QY 2011

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
VILLARREAL DANIEL & HERMINIA	712705	100.00	CML	100.00		77,296	0	Year: 2008 300.890000	0.00
		DVHS							
		HS							
		OV65							

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values
179814	712705	100.00 R	Geo: G4700-00-006-0000-00 GOLDEN ACRES PATIO HOMES UNIT 6	Effective Acres: 0.0000 Imp HS: 58,860 Market: 77,296 Imp NHS: 0 Prod Loss: 0 Land HS: 18,436 Appraised: 77,296 Land NHS: 0 Cap: 0 Prod Use: 0 Assessed: 77,296 Mtg Cd: 0 Prod Mkt: 0 Appraiser: A3 Operator: jportillo Acres: 0.0000 Map ID: 21 PG 120 Ref ID1: 209109 Ref ID2: R179814
			Situs: 3620 GUMWOOD AVE MCALLEN, TX	Late Ag: F

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
VILLARREAL DANIEL & HERMINIA	712705	100.00	CML	100.00		77,296	67,296	Year: 2008 300.890000	0.00
		HS							
		OV65							

Gain or Loss of Value for:

Property: 179814 Geo: G4700-00-006-0000-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	77,296	0	0.00	77,296	67,296	0.00	0	-67,296	0.00

NT -0-

DT 290.24

Adj. 290.24-

Geo

Supp Group: 146

3/21/2013 1:02PM

Current Property Data as of Supp 9

Supp Code: CE

Supp Action: M

Prop ID	Owner	%	Legal Description	Values
179814	712705	100.00 R	Geo: G4700-00-006-0000-00 Effective Acres: 0.0000	Imp HS: 59,592 Market: 78,028
			GOLDEN ACRES PATIO HOMES UNIT 6	Imp NHS: 0 Prod Loss: 0
			VILLARREAL DANIEL & HERMINIA H	Land HS: 18,436 Appraised: 78,028
			LIZETTE MORAN LILLY RIGSBY IRIS	Land NHS: 0 Cap: 0
			CASTRO	Prod Use: 0 Assessed: 78,028
			3620 GUMWOOD AVE UNIT 6	Prod Mkt: 0
			MCALLEN, TX 78501-8074	
			Appraiser: A3 Operator: jportillo Acres: 0.0000	
			State Codes: A Map ID: 21 PG 120	
			Situs: 3620 GUMWOOD AVE MCALLEN, TX	
			Mtg Cd: Ref ID1: 209109	
			Ref ID2: R179814	Late Ag: F

Change Desc:

GRANT DVHS FILED LATE QY 2011

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
VILLARREAL DANIEL & HERMINIA H	712705	100.00	CML	100.00		78,028	0	Year: 2008	0.00
		DVHS							
		HS							
		OV65							
								300.890000	

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values
179814	712705	100.00 R	Geo: G4700-00-006-0000-00 Effective Acres: 0.0000	Imp HS: 59,592 Market: 78,028
			GOLDEN ACRES PATIO HOMES UNIT 6	Imp NHS: 0 Prod Loss: 0
			VILLARREAL DANIEL & HERMINIA H	Land HS: 18,436 Appraised: 78,028
			LIZETTE MORAN LILLY RIGSBY IRIS	Land NHS: 0 Cap: 0
			CASTRO	Prod Use: 0 Assessed: 78,028
			3620 GUMWOOD AVE UNIT 6	Prod Mkt: 0
			MCALLEN, TX 78501-8074	
			Appraiser: A3 Operator: jportillo Acres: 0.0000	
			State Codes: A Map ID: 21 PG 120	
			Situs: 3620 GUMWOOD AVE MCALLEN, TX	
			Mtg Cd: Ref ID1: 209109	
			Ref ID2: R179814	Late Ag: F

Change Desc:

Owner	Pct	Exemption	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
VILLARREAL DANIEL & HERMINIA H	712705	100.00	CML	100.00		78,028	68,028	Year: 2008	0.00
		HS							
		OV65							
								300.890000	

Gain or Loss of Value for:

Property: 179814 Geo: G4700-00-006-0000-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	78,028	0	0.00	78,028	68,028	0.00	0	-68,028	0.00

NT -0-

OT 293.40

Adj. 293.40-

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u>2L6</u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>5/31/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>6/10/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

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

Over \$500.00 Refund for Imaging Center at Medpoint

Amount of refund: \$2,596.03

4 Policy Implication: _____

5 Budgeted: Yes No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>05/31/13</u>
b) _____	_____	_____

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

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

Geo

Supp Group: 141

11/26/2012 9:55AM

Current Property Data as of Supp 13

Supp Code: CC

Supp Action: M

Prop ID	Owner	%	Legal Description	Values
765373	618691	100.00 P	Geo: R2663-99-000-0001-04 SUPPLIES FURNITURE FIXTURES & EQUIPMENT AT 1200 EAST SAVANNAH SUITE ONE /NEW ACCT 2006	Imp HS: 0 Market: 477,950 Imp NHS: 0 Prod Loss: 0 Land HS: 0 Appraised: 477,950 Appraiser: O5 Operator: mvega Acres: 0.0000 Land NHS: 0 Cap: 0 State Codes: L1 Map ID: Prod Use: 0 Assessed: 477,950 Situs: 1200 E SAVANNAH STE 1 MCALLEN, TX Mig Cd: Prod Mkt: 0 Ref ID1: 494612 Ref ID2: P687999

Change Desc:
SUBMITTED ENTERED WRONG

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
IMAGING CENTER AT MEDPOINT	618691	100.00	CML	100.00		477,950	477,950		0.00

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values
765373	618691	100.00 P	Geo: R2663-99-000-0001-04 SUPPLIES FURNITURE FIXTURES & EQUIPMENT AT 1200 EAST SAVANNAH SUITE ONE /NEW ACCT 2006	Imp HS: 0 Market: 1,017,776 Imp NHS: 0 Prod Loss: 0 Land HS: 0 Appraised: 1,017,776 Appraiser: M2 Operator: mvega Acres: 0.0000 Land NHS: 0 Cap: 0 State Codes: L1 Map ID: Prod Use: 0 Assessed: 1,017,776 Situs: 1200 E SAVANNAH STE 1 MCALLEN, TX Mig Cd: Prod Mkt: 0 Ref ID1: 494612 Ref ID2: P687999

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
IMAGING CENTER AT MEDPOINT	618691	100.00	CML	100.00		1,017,776	1,017,776		0.00

Gain or Loss of Value for:

Property: 765373 Geo: R2663-99-000-0001-04

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	477,950	477,950	0.00	1,017,776	1,017,776	0.00	-539,826	-539,826	0.00

NT 2061.39

OT 4389.66

LI

Adj. 2328.27

LRP 232.83

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

2M

<u>CITY COMMISSION</u>	<u>X</u>	AGENDA ITEM	
UTILITY BOARD	_____	DATE SUBMITTED	<u>6-5-13</u>
PLANNING & ZONING COMMISSION	_____	MEETING DATE	<u>6-10-13</u>
OTHER	_____		

1. Agenda Item: RESOLUTION

2. Party Making Request: MIKE R. PEREZ, CITY MANAGER

3. Nature of Request: (Brief Overview) ATTACHMENT: X YES _____ NO
DISCUSSION AND POSSIBLE ACTION ON RESOLUTION APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY AEP TCC TO REVIEW AEP'S CENTRAL COMPANY'S REQUESTED APPROVAL OF AN ADJUSTMENT

4. Policy Implication: _____

5. Budgeted: _____ YES _____ NO _____ N/A

FUND:

Bid Amount: \$ _____

Under Budget: \$ _____

Budgeted Amount: \$ N/A

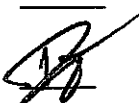
Over Budget: \$ _____

Amount Remaining: \$ _____

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a.)	Mike R. Perez City Manager	_____	_____	_____
b.)	<u>Isaac Tawil</u>		<u>6-5-13</u>	<u>yes</u>

8. Staff recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: IT Approved _____ Disapproved _____ None

11. Manager's Recommendation: 2M Approved _____ Disapproved _____ None

RESOLUTION OF THE CITY OF McALLEN APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY AEP TCC TO REVIEW AEP TEXAS CENTRAL COMPANY'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

WHEREAS, on or about May 31, 2013, AEP Texas Central Company ("TCC" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule § 25.181(f), filed with the Commission an application for a 2014 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 41538; and

WHEREAS, the City of McAllen will cooperate with similarly situated city members and other city participants located within the TCC service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Steering Committee of Cities Served by AEP TCC ("Steering Committee") to review the rates charged by TCC allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the Steering Committee has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in TCC's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the City is authorized to participate in the Steering Committee in Docket No. 41538.

2. That subject to the right to terminate employment at any time, the City of McAllen hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. That the City's reasonable rate case expenses shall be reimbursed by TCC.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

CONSIDERED, PASSED and APPROVED on this the 10th day of June, 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 June, 2013.

CITY OF MCALLEN, TEXAS

By: _____
James E. Darling, Mayor

Attest:

Annette Villarreal

MEMORANDUM

TO: Steering Committee of Cities Served by AEP Texas Central Company
FROM: Thomas Brocato, Chris Brewster, and Eileen McPhee
DATE: May 31, 2013
RE: Energy Efficiency Cost Recovery Factor Application of AEP TCC

On May 31, 2013, AEP Texas Central Company ("TCC") filed its 2014 Energy Efficiency Cost Recovery Factor ("EECRF") application. Pursuant to Public Utility Commission of Texas ("PUC" or "Commission") rules, TCC is required to annually apply no later than June 1 of every year to adjust the EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 40359, the Commission authorized TCC to adjust its 2013 EECRF to recover \$7,593,766. In this filing, TCC is seeking to adjust its EECRF to collect \$9,492,842 for five components: (1) \$7,199,976 in energy efficiency program costs projected to be incurred in 2014; (2) \$3,840,680 for its 2012 performance bonus; (3) a refund of \$2,120,902 for over recovery of costs in 2012; (4) \$567,400 representing the estimated evaluation, measurement and verification ("EM&V") costs projected to be incurred in 2013 and 2014; and (5) \$5,688 in 2012 EECRF rate case expenses. TCC's energy efficiency goal for 2014 is a 30% reduction in annual growth in demand of residential and commercial customers. The projected peak demand savings, if the goal is achieved, will be between approximately 13-36 MW.

Although you may receive a copy of the application in the mail or from your local TCC representative, cities do not have jurisdiction over this matter and are not legally required to take action. However, the Commission's decision on EECRF will impact your rates and the rates of your citizens. If approved, the monthly impact on residential customers will be \$0.000648 per kWh per month. The PUC has previously determined that this is a ratemaking proceeding; therefore, the law allows for your city to be reimbursed for the reasonable cost of the services associated with reviewing the application. Under the Commission's rule adopted last year, the cities' expenses associated with participation in this proceeding will be reimbursed in next year's EECRF proceeding. Accordingly, there is no direct cost to your city for participation in this proceeding.

We would like to schedule a conference call to discuss preliminary issues on Tuesday, June 4 at 2 p.m. The phone number to call is 1-888-599-1357, conference bridge 8531.

Please feel free to contact me at (512) 322-5831 or cbrewster@lglawfirm.com if you have questions or concerns.

MODEL STAFF REPORT

PURPOSE

AEP Texas Central Company (“TCC” or “Company”) filed an application on or about May 31, 2013 with the Public Utility Commission of Texas (“PUC” or “Commission”), seeking to adjust its 2014 Energy Efficiency Cost Recovery Factor (“EECRF”). Pursuant to Commission rules, TCC is required to annually apply no later than June 1 of every year to adjust its EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 40359, the Commission authorized TCC to adjust its 2013 EECRF to recover \$7,593,766. In this filing, TCC is seeking to adjust its EECRF to collect \$9,492,842 for six components: (1) \$7,199,976 in projected 2014 energy efficiency program costs; (2) \$2,071,768 credit for over-recovery of energy efficiency revenues collected in 2012; (3) \$49,134 credit for the November 26, 2012 revision to the April 2012 Energy Efficiency Plan and Report filed in Project No. 40194; (4) \$3,840,680 for TCC’s performance bonus; (5) \$567,400 for evaluation, measurement, and verification (“EM&V”) costs for 2013 and 2014; and (6) \$5,688 for 2012 EECRF proceeding expenses incurred in Docket No. 40359.

The resolution authorizes the City to join with the Steering Committee of Cities Served by AEP TCC (“Steering Committee”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

DISCUSSION

City groups have long participated in ratemaking proceedings before the PUC, the Courts, and the Legislature on electric utility regulation matters. Participation in a city group such as this Steering Committee allows cities to advocate for the public interest and accomplish more collectively than each city could on its own.

Explanation of “Be It Resolved” Paragraphs:

Section 1. This section authorizes the City to participate in the Steering Committee as a party in the Company’s EECRF filing, PUC Docket No. 41538.

Section 2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes the Steering Committee to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants of the Steering Committee will submit monthly invoices that will be forwarded to TCC for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting this resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that the Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2N
 06/06/2013
 06/10/2013

1 Agenda Item: RESOLUTION

2 Party Making Request: Scott Crane, City Commissioner

3 Nature of Request: (Brief Overview) Attachments: X Yes No
 Consideration of a resolution recommending to Hidalgo County Commissioner's Court
 alternate Vote Center locations in McAllen for the November 5, 2013 Constitutional
 Amendment Election.

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u>
			<u>YES/NO</u>
a) <u>Annette Villarreal</u> <u> City Secretary </u>	<u> AYV </u>	<u> 6/6/2013 </u>	<u> YES </u>
b) _____	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: Seek Direction

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved MRP None

RESOLUTION NO. 2013 - ____

A RESOLUTION OF THE CITY OF McALLEN, TEXAS, RECOMMENDING TO HIDALGO COUNTY COMMISSIONER'S COURT ALTERNATE VOTE CENTER LOCATIONS IN McALLEN FOR THE NOVEMBER 5, 2013 CONSTITUTIONAL AMENDMENT ELECTION

WHEREAS, during the 79th Texas Legislature, the State Legislature approved a countywide voting location program for what were originally known as "super precincts" and subsequently as "Vote Centers", to be administered by the Secretary of State's Office; and

WHEREAS, the Vote Center concept mirrors the concept of early voting in that there would be no wrong polling sites on Election Day by allowing voters to go to the Vote Center of convenience, and in this manner diminish or eliminate voter confusion as to their appropriate polling site, provide consistency in voting locations and, in due course, facilitate an increase voter turnout, and

WHEREAS, although participation in the program was initially limited to those counties that exclusively utilize direct recording electronic ("DRE") voting systems and provide a computerized and linked voter registration list at each countywide polling place, subsequent legislative sessions provided changes and additional criteria/requirements for participation in the pilot program which, during the 81st Texas Legislature became permanent and included a requirement that, in the county's first election using countywide polling places, a county retain 65 percent of the number of precinct polling places that would normally have been used in its elections; and

WHEREAS, after extensive research and work by the Hidalgo County Elections Department, the County Elections Administrator presented the Vote Center Program Concept to Hidalgo County Commissioner's Court and was authorized to submit a "Letter of Intent" to the Secretary of State for consideration of a pilot program for the upcoming November 5, 2013 Constitutional Amendment Election; and

WHEREAS, numerous workshops by the County Commissioner's Court and County Elections Department were held with interested parties to introduce the Vote Center concept, and a the Vote Center Site Selection Committee was charged to conduct research and recommend to the Hidalgo County Commissioner's Court appropriate sites to serve as the Vote Centers for the November 5, 2013 Constitutional Amendment Election;

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

1. Having reviewed the Vote Center sites recommended by the Vote Center Site Selection Committee, the McAllen Board of Commissioners offers the following alternative Vote Center locations within the City of McAllen, based on its perceived need and an analysis of the historical data of voter turnout:

2. This resolution shall take effect immediately upon its passage.
3. A certified copy of this resolution shall be sent to the Hidalgo County Commissioner's Court in care of County Judge Ramon Garcia with a copy to Hidalgo County Elections Administrator Yvonne Ramon.

CONSIDERED, PASSED, APPROVED AND SIGNED this 10th day of June 2013, at a regular meeting of the Board of Commissioners of the City of McAllen Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Attest:

CITY OF MCALLEN

Annette Villarreal, TRMC/CMC, CPM
City Secretary

Jim Darling, Mayor

Approved as to form:

Kevin D. Pagan, City Attorney

**HIDALGO COUNTY VOTE CENTERS
SELECTION COMMITTEE RECOMMENDATIONS**

Recommended Location	Accept	Reject	Replacement Suggestion
David Crockett Administration Annex	_____	_____	
Gonzalez Elementary	_____	_____	
Lark Community Center	_____	_____	
McAllen Chamber of Commerce	_____	_____	
McAllen Public Library	_____	_____	
Michael Fossum Middle School	_____	_____	
Palmer Pavilion	_____	_____	
Palmview Community Center	_____	_____	
STC Nursing Campus	_____	_____	
STC Pecan Campus	_____	_____	
STC Tech Campus	_____	_____	

Entity Representative

Date

Signature

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD
 OTHER

AGENDA ITEM 3A
 DATE SUBMITTED 06/04/13
 MEETING DATE 06/10/13

1. Agenda Item: **AWARD OF CONTRACT- PURCHASE AND INSTALLATION OF ONE (1) NEW CURRENT MODEL EXCAVATOR MOUNTED BRUSH CUTTING ATTACHMENT FOR THE STREETS AND DRAINAGE DEPARTMENT OF PUBLIC WORKS PROJECT # 05-13-P35-33**

2. Party Making Request: Public Works-Drainage

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

Consideration and approval of award of contract for the purchase and installation of new current model excavator mounted brush cutting attachment for the Streets & Drainage Department of Public Works.

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

5. Budgeted: X Yes No N/A

	Bid Quote	Rep. New	Budget Available	Account # / Project No.	Amount <u>Under</u> Budget
<u>Capital Outlay Fund FY 12-13</u>					
Purchase and installation of cutting attachment	\$29,999.00	R	\$50,000	011-3030-436.66-20	\$20,001.00

6. Alternate Option/Costs N/A

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>C. Sanchez, PE, PW Director</u>	<u>CAS</u>	<u>06/04/13</u>	<u>YES</u>
b.)	<u>Wendy Smith , Asst City Manager/EMC</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Sandra Zamora, CPM, Dir. of Pur. &Con.</u>	<u> </u>	<u> </u>	<u> </u>
d.)	<u>JW Dale, CPA, Finance Director</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Staff recommends award of a purchase contract to the low bidder meeting the requirements of the specification, Neuhaus Company LTD, from Weslaco, TX for one (1) 2013 Diamond Mower (DEROSO-H 50 inch) to include installation for a unit cost of \$29,999, subject to vendor’s compliance with bid bond requirements.

9. Advisory Board: Approved Disapproved None
 KP

10. City Attorney: Approved Disapproved None
 MRP

11. City Manager: *Need Bid Bond Approved Disapproved None

TO: Mike R. Perez, City Manager

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

DATE: June 4, 2013

SUBJECT: **Award of Contract – Purchase and Installation of One (1) New Current Model Excavator Mounted Cutting Attachment for the Streets and Drainage Department of Public Works. Project No. 05-13-P35-33**

GOAL:

Staff requests authorization to award a purchase contract to the lowest responsive and responsible bidder meeting the requirements of the specifications and bid solicitation documents for the purchase and installation of one (1) New Current Model Excavator Mounted Brush Cutting Attachment for the Streets and Drainage Department of Public Works. The purchase of the excavator mounted brush cutting attachment will assist staff to meet performance standards that include mowing drain ditches.

BRIEF EXPLANATION:

The cutter attachment is to be installed on unit 872 (Volvo EC290 BLR Long Reach Excavator) which has a 64 foot boom. This will provide adequate reach for the mowing and maintenance of v-notch profile drainage ditches throughout the city that are too steep and or are only accessible from one side of the canal. The current 30 foot slope mower in the Public Works fleet is only able to maintain the top portion of the ditch, which then requires manual labor to clear the bottom section of the ditch.

Public Works through the Purchasing & Contracting Department solicited formal bids for the above referenced Brush Cutting Attachment and on May 09, 2013 received a total of three (3) bids from three (3) separate vendors.

Neuhaus Company LTD, from Weslaco, TX met all requirements of the specifications and is considered low bidder for the bid item listed as the Purchase and Installation of One (1) New Current Model Excavator Mounted Brush Cutting Attachment. Staff recommends award of purchase contract to Neuhaus Company LTD, from Weslaco, TX for one (1) 2013 Diamond Mower (DEROSO-H 50 inch) to include installation with a unit price of \$29,999.000.

OPTIONS:

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



RECOMMENDATION:


Staff recommends award of a purchase contract to the low bidder meeting the requirements of the specification, Neuhaus Company LTD, from Weslaco, TX for one (1) 2013 Diamond Mower (DEROSO-H 50 inch) to include installation for a unit cost of \$29,999, subject to vendor's compliance with bid bond requirements.



BID OPENING: MAY 09, 2013 AT 2:00 P.M.
 LOCATION: LARGE CONFERENCE ROOM

PROJECT NO. 05-13-P35-33; PURCHASE & INSTALLATION OF ONE (1) NEW EXCAVATOR MOUNTED BRUSH CUTTING ATTACHMENT

BIDDERS:	UOM	QTY	H & V EQUIPMENT INC PROGRESO, TX	DOGGETT PHARR, TX	 NEUHAUS & CO WESLACO, TX
PURCHASE AND INSTALLATION OF ONE (1) NEW EXCAVATOR MOUNTED BRUSH CUTTING ATTACHMENT. SPECIFY YEAR, MAKE AND MODEL IN COMMENT AREA.	EA	1	\$51,573.00	\$62,800.00	\$29,999.00
MANUFACTURER/MODEL			D & M MACHINE WORKS/ XL 480 SLASHBUSTER	NONE SPECIFIED	2013 DIAMOND MOWER DEROSO-H 50" HEAD
BID BOND			CASHIERS CHECK	CASHIERS CHECK	NONE RECEIVED
DELIVERY			 45 TO 60	60 DAYS	30 DAYS
HARDCOPY OF BID SUBMITTED			YES	YES	YES
ELECTRONIC BID SUBMITTED			YES	YES	YES

 45 TO 60 DAYS (closer to 45 depending on delivery of cutter head.)

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 3B
 DATE SUBMITTED 06/03/13
 MEETING DATE 06/10/13

1. **Agenda Item:** AWARD OF CONTRACT- PURCHASE AND INSTALLATION OF ONE (1) 8,000 GALLON FUEL TANK AND TWO (2) SINGLE HOSE DISPENSERS - PROJECT #05-13-P33-57

2. **Party Making Request:** Public Works

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

Consideration and approval of award of contract for the purchase and installation of Item No. 1a – One (1) 8,000 Gallon Fuel Tank, Item No. 1b - Two (2) Single Hose Dispensers, Item No. 2a – Conversion of One (1) Existing Tank from Mid-Grade Gasoline to Diesel, Item No. 2b – Conversion of Two (2) Double Hose Dispensers from Mid-Grade Gasoline to Diesel, Item No. 4 – Fuel Tank Valve Relocation to be located at the Public Works Facility.

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

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

	Bid Quote	Rep. New	Budget Available	Project No.	Amount <u>Over</u> Budget
Capital Outlay Fund FY 12-13					
Purchase and installation of 8,000 gallon fuel tank and dispensers	\$77,000.00	N	\$75,000.00	05-13-P33-57	\$2,000.00

6. **Alternate Option/Costs :** N/A

7. **Routing:**

	Name/Title	Initial	Date	Concurrence
a.)	<u> Carlos A. Sanchez, PE, PW Director </u>	<u> CAS </u>	<u> 06/03/13 </u>	<u> YES </u>
b.)	<u> Wendy Smith, Asst City Manager/EMC </u>	_____	_____	_____
c.)	<u> Sandra Zamora, CPM, Dir. of P&C </u>	_____	_____	_____
d.)	<u> JW Dale, CPA, Finance Director </u>	_____	_____	_____

8. **Staff Recommendation:** Staff recommends award of a purchase contract to the low bidder, South Texas Pump Inc., from Weslaco, TX for the Purchase & Installation of Item No. 1a - One (1) 8,000 Gallon Fuel Tank, Item 1b - Two (2) Single Hose Dispensers, Item No. 2a – Conversion of One (1) Existing Tank from Mid-Grade Gasoline to Diesel, Item No. 2b – Conversion of Two (2) Double Hose Dispensers from Mid-Grade Gasoline to Diesel, Item No. 4 – Fuel Tank Valve Relocation for a grand total amount of \$77,000.00. Approval of purchase contract is subject to a budget amendment to the Internal Services Fund in the amount of \$2,000.00

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

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

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

To: Mike R. Perez, City Manager

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

Date: June 3, 2013

Subject: **Purchase & Installation of One (1) 8,000 Gallon Fuel Tank and Two (2) Single Hose Dispensers for Public Works – Project No. 05-13-P33-57**

GOAL: The Public Works Department Staff requests authorization to award a purchase contract to the low bidder for the purchase and installation of Item No. 1a - One (1) 8,000 Gallon Fuel Tank, Item No. 1b - Two (2) Single Hose Gasoline Dispensers, Item No. 2a – Conversion Of One (1) Existing Tank From Mid-Grade Gasoline To Diesel, Item No. 2b – Conversion Of Two (2) Double Hose Dispensers From Mid-Grade Gasoline To Diesel, Item No. 4 – Fuel Tank Valve Relocation to be located at the Public Works Facility.

BRIEF EXPLANATION: The City of McAllen currently has two (2) 8,000 gallon fuel tanks and two (2) dispensing pumps for each tank at the Public Works facility. One tank is currently used for Diesel fuel and the other tank is used for Mid-Grade gasoline. The diesel tank is the only City-owned tank and is critical for service delivery for the Solid Waste, Streets, Public Utility, and Fire Department. Approximately 2/3 (two-thirds) of the City's Fleet fuel consumption is Diesel fuel. The purchase of the new tank will allow the existing 8,000 gallon fuel tank and dispensers currently being used for Mid-Grade gasoline to be converted to Diesel therefore doubling the Diesel fuel capacity readily available to the City Fleet.

Public Works through the Purchasing & Contracting Department solicited formal bids for the above referenced 8,000 gallon Fuel Tank and Dispensers and on May 16, 2013 received a total of two (2) bids from two (2) separate vendors.

South Texas Pump Inc., from Weslaco, TX met all requirements of the specifications and is considered low bidder for the project referenced above.

OPTIONS:

1. The City Commission may approve staff's recommendation to award a purchase contract.
2. The City Commission may elect to reject bids received and direct staff to re-advertise the project.

RECOMMENDATION: Staff recommends award of a purchase contract to the low bidder, South Texas Pump Inc., from Weslaco, TX for The Purchase & Installation Of Item No. 1a - One (1) 8,000 Gallon Fuel Tank, Item No. 1b - Two (2) Single Hose Gasoline Dispensers, Item No. 2a – Conversion Of One (1) Existing Tank From Mid-Grade Gasoline To Diesel, Item No. 2b – Conversion Of Two (2) Double Hose Dispensers From Mid-Grade Gasoline To Diesel, Item No. 4 – Fuel Tank Valve Relocation for a grand total amount of \$77,000.00. Staff recommends bid for Item #3 (optional exterior finish of two (2) existing fuel tanks) be rejected and be rebid in next fiscal year. Approval of purchase contract is subject to a budget amendment to the Internal Services Fund in the amount of \$2,000.00

BID OPENING: May 16, 2013 at 4:00 p.m.

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

PROJECT: 05-13-P33-57 Purchase & Installation of Fuel Tanks


RECOMMENDED VENDOR/ITEMS

DESCRIPTION	INTERNAL REF NO.	UOM	QTY	SOUTH TEXAS PUMP INC WESLACO, TX		PETROLEUM SOLUTIONS INC EDINBURG, TX		
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	COMMENTS
ITEM 1A: PURCHASE & INSTALLATION OF ONE (1) 8,000 GALLON MID-GRADE GASOLINE FUEL TANK	830-55	EA	1	\$35,000.00	\$35,000.00	\$38,652.00	\$38,652.00	Tank delivery is 8-10 weeks from date of order. Project is estimated to take one week to complete.
ITEM 1B: PURCHASE & INSTALLATION OF TWO (2) SINGLE HOSE GASOLINE DISPENSERS	830-55	EA	2	\$12,500.00	\$25,000.00	\$18,810.00	\$37,620.00	Gasboy dispensers and FuelMaster pedisital are estimated to take 4 to 5 weeks for delivery from date of order. Project is estimated to take one week to complete.
ITEM 2A: CONVERSION OF ONE (1) EXISTING 8,000 GALLON TANK FROM MID-GRADE GASOLINE TO ULTRA LOW SULFUR DIESEL	830-55	EA	1	\$7,500.00	\$7,500.00	\$2,981.00	\$2,981.00	
ITEM 2A1: CLEANING OUT OF ONE (1) EXISTING 8,000 GALLON TANK	830-55	EA	1	\$7,500.00	\$7,500.00	\$2,982.00	\$2,982.00	
ITEM 2B: CONVERSION OF TWO (2) DOUBLE HOSE DISPENSERS FROM MID-GRADE GASOLINE TO ULTRA LOW SULFUR DIESEL	830-55	EA	2	\$500.00	\$1,000.00	\$354.50	\$709.00	
ITEM 3: OPTIONAL: EXTERIOR FINISH OF TWO (2) EXISTING FUEL TANKS	830-55	EA	2	\$6,000.00	\$12,000.00	\$5,255.50	\$10,511.00	
ITEM 4: OPTIONAL: FUEL TANK VALVE RELOCATION	830-55	EA	1	\$1,000.00	\$1,000.00	\$4,105.00	\$4,105.00	
TOTAL AMOUNT BID:					\$89,000.00		\$97,560.00	
TOTAL AMOUNT RECOMMENDED FOR AWARD:					\$77,000.00			
NO. OF DAYS TO DELIVER & INSTALL:					60-90 DAYS		NONE SPECIFIED	
BID BOND:					BID BOND		CASHIERS CHECK	
ADDENDUM #1:					NOT ACKNOWLEDGED		ACKNOWLEDGED	
PAPER COPY SUBMITTED:					SUBMITTED		SUBMITTED	
ELECTRONIC BID SUBMITTED:					SUBMITTED		SUBMITTED	

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 3C
 DATE SUBMITTED June 4, 2013
 MEETING DATE June 10, 2013

1. Agenda Item: Purchase of Pierce Arrow XT Custom Rescue Pumper , Project No. 04-13-P31-01.
2. Parties Making Requests: Purchasing and Contracting
3. Nature of Request: (Brief Overview) Attachments: Yes No
Request authorization to purchase the above referenced equipment as per the attached Price Quotation submitted by the vendor on contract with the Houston/Galveston Area Council (H-GAC), Siddons-Martin Emergency Group, from Houston, TX in the amount of \$548,296.06.
4. Policy Implication: City Commission approval needed.
5. Budgeted: Yes No N/A

Budget Amendment presented for approval Account #678-6382-426-6614

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u> <u>YES/NO</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	Sandra Zamora, CPM Director of Purchasing and Contracting	<u>SZ</u>	<u>6/5/13</u>	<u>yes</u>
b)	Rafael Balderas	<u>RB</u>	<u>6-4-13</u>	_____
c)	Fire Chief			_____

8. Staff Recommendation: As per the above mentioned information.

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None

12. PUB's Recommendation: Approved Disapproved None

13. Action Taken: _____



MEMORANDUM

TO: Mike Perez, City Manager

FROM: Rafael Balderas, Fire Chief *fb*

DATE: June 3, 2013

RE: Purchase of Pierce Arrow XT Custom Rescue Pumper – Project No. 04-13-P31-01

Goal:

By virtue of being a municipal government and long standing member of the Houston-Galveston Area Council (H-GAC) Co-Operative Program, the City of McAllen is afforded the latitude of utilizing the contracts put in place by this cooperative agency. Therefore, Purchasing & Contracting in conjunction with the Fire Department respectfully seek the Commissions' approval to purchase a Pierce Arrow XT Custom Rescue Pumper, Project No. 04-13-P31-01, for the total amount of \$548,296.06 through H-GAC from Siddons-Martin Emergency Group, from Houston, TX.

BRIEF EXPLANATION OF ITEM(S):

The Department's front line unit, a 1999 PRCA Pumper, is 14 years old and has met the City's depreciation. Maintenance costs on our aging fleet have caused us to use the entire Vehicle Maintenance line item with some years going in the red. I have requested that the depreciation of our front line units be reduced gradually to 10 years from the current 15 so the Department could maintain safer reliable units needing less maintenance due to breakdowns.

OPTIONS:

1. The City Commission may choose to approve the Purchase of Pierce Arrow XT Custom Rescue Pumper, Project No. 04-13-P31-01.
2. The City Commission may choose to decline the Purchase of Pierce Arrow XT Custom Rescue Pumper, Project No. 04-13-P31-01.

RECOMMENDATION:

Request authorization to award a purchase contract for the purchase of a Pierce Arrow XT Custom Rescue Pumper through H-GAC from Siddons-Martin Emergency Group, for a total amount of \$548,296.06 (H-GAC fee included), subject to a Budget Amendment.



CONTRACT PRICING WORKSHEET
for motor vehicles only

Contract No.: **FS12-11**

Date: **2/15/2013**

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Agency:	McAllen Fire Department	Contractor:	Siddons-Martin Emergency Group
Contact:	Rafael Balderas	Prepared:	Pat Siddons
Phone:	956-	Phone:	602-790-7294
Fax:		Fax:	
Email:		Email:	idoran@siddons-martin.com

Prod. Code:	WC05	Description:	Pierce Arrow XT Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ **399,318.50**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
			\$ 79,708.35
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 79,708.35

Total Published Options \$ **479,026.85**

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
			\$ 67,269.21
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal C:	\$ 67,269.21

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 14%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	\$ -

F. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ **546,296.06**

Quantity Ordered:	1	X Subtotal of A + B + C + D:	546296.06	=	Subtotal E:	\$ 546,296.06
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$ 2,000.00

Description	Cost	Description	Cost
Chassis Pre-Payment Discount			
100% Pre-Payment Discount			
Subtotal of column	\$ -	Subtotal of Column	\$ -
Subtotal G:			
\$ -			

Delivery Date: **H. Total Purchase Price (E+F+G):** \$ **548,296.06**

Rafael Balderas

From: Patrick Siddons [pat.siddons@siddons-martin.com]
Sent: Friday, May 31, 2013 1:38 PM
To: Rafael Balderas
Subject: Fire Truck

The fire truck price is still good on the quote that was provided. If you need anything else let me know.

--

Pat Siddons, President of Sales
Siddons-Martin Emergency Group
14233 Interdrive West
Houston, Texas 77032

Cell 713-202-1118

Visit us at: www.siddons-martin.com
www.skeeterbrushtrucks.com
www.piercemfg.com

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane

Denton, Texas 76207

GDN P115891

TXDOT Franchise No. A115890

EIN: 26-1557803

February 15, 2013

McAllen Fire Department
Fire Chief Rafael Balderas
201 N. 21st Street
McAllen, Texas 78501

RE: Proposal for Pierce Arrow XT Custom Rescue Pumper; Proposal Number 457

Dear Fire Chief Balderas

Siddons-Martin Emergency Group the licensed and authorized dealer for Pierce Manufacturing Inc. in the State of Texas is pleased to provide the following proposal for Pierce Arrow XT Custom Rescue Pumper. This proposal is based on the accompanying proposal specifications, which are tailored to meet your needs. The proposal pricing is based on current HGAC (Houston Galveston Area Council) FS12-11 contract pricing and includes the fees associated with an HGAC purchase.

Pierce Arrow XT Custom Rescue Pumper Proposal Number 457

Sales Price	\$534,313.00
Trade-In Credit	-\$0.00
Chassis Prepay Discount	-\$0.00
Full Prepay Discount	-\$0.00
Loose Equipment	\$11,983.00
Final Sales Price	\$546,296.00

To take advantage of prepayment discounts, payment must be made by Prepay Date

The proposal pricing includes the delivery cost from Plant. Travel expenses for Two (2) of your personnel to travel to our factory for preconstruction and final acceptance are included.

Siddons-Martin Emergency Group

Protecting the Southwest

Proposal Number 457

Delivery time for the proposed unit will be within **7 to 8 months** from the date of order which will be the date a Purchase Order is received by Siddons-Martin Emergency Group.

This proposal is valid for **60 days** from the above date.

Tax is excluded from this proposal. In the event the purchasing organization is not exempt from Sales Taxes or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Balance of sales price is due upon acceptance of the apparatus at the factory. Payment must be remitted to:

Payment Mailing Address

*Siddons-Martin Emergency Group
P.O. Box 975262
Dallas, TX 75397-5262*

Payment Wiring Information

*JP Morgan Chase Bank, N.A.
Dallas, TX 75201
Routing #: 111000614
Account # 923009930*

Fed Tax ID 26-1557803

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal.

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event of a Prepayment received after the due date above, the discount will be reduced by same percentages above increasing the cost of the apparatus.

In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by McAllen Fire Department before completion, Siddons-Martin Emergency may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (a) 10% of the Purchase Price after order is accepted and entered by Pierce;
- (b) 20% of the Purchase Price after completion of the approval drawings;
- (c) 30% of the Purchase Price upon any material requisition.

The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale

Siddons-Martin Emergency Group

Proposal Number 457

Protecting the Southwest

price obtained by Siddons-Martin upon sale of the product to another purchaser, plus any costs incurred by Siddons- Martin to conduct such sale.

In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order.

Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by McAllen Fire Department. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. Venue of any claim regarding this proposal will lie in the county McAllen Fire Department is located. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

Patrick Siddons

Patrick Siddons

President of Sales

713-202-1118

Pat.siddons@siddons-martin.com

I, _____, the authorized representative of McAllen Fire Department, agree to purchase the Pierce Arrow XT Custom Rescue Pumper and agree to the terms of this proposal.

Signature

Date

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
ANZALDUAS BRIDGE

AGENDA ITEM 3d
DATE SUBMITTED 05/31/13
MEETING DATE 06/10/13

1. Agenda Item: AWARD OF CONTRACT – 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
Consider and approve award of contract to Rován Texas, LLC of Mercedes, Texas for the
Firemans Park Lake Liner Improvements.

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

5. Budgeted: X Yes No N/A

	<u>Project Budget</u>
Funding Source: 300-8708-436.66-36 (ID1107)	\$ 270,000.00
Low Bid Amount:	\$ 212,512.18
Budget	<u>\$ 270,000.00</u>
Amount Under Budget	<u>\$ 57,487.82</u>

6. Alternate Option/Costs 1) Reject all bids and re-bid. 2) Award Base Bid for a total price of
\$212,512.18

7. Routing: <u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>R. Rodriguez, PE, General Manager</u> <u>Assistant City Manager</u>	<u> </u>	<u> </u>	<u> </u>
b.) <u>Y. Barrera, PE, CFM, City Engineer</u>	<u>YB</u>	<u>6/3/13</u>	<u>yes</u>
c.) <u>J. Dale, CPA, Director of Finance</u>	AR FOR JD	6/4/13	YES
d.) <u>S. Zamora, CPM,</u> <u>Director of Purchasing & Contracting</u>	<u> </u>	<u> </u>	<u> </u>
e.) <u>S. Glavik, Director Parks & Rec</u>	<u> </u>	<u> </u>	<u> </u>

*SUBJECT TO
BUDGET RECLASS

Staff Recommendation: Approve Award of Contract to Rován Texas, LLC. as the lowest and
responsible bidder in the amount of \$212,512.18 and to be constructed in no more than 30
working days

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: May 31, 2013

Subject: Award of Contract – Fireman’s Park Lake Liner - Project No. 05-13-C18-239.

Goal

Consider and approve Award of Contract to Rován Texas, LLC of Mercedes, Texas for the Fireman’s Park Lake Liner Improvements.

Explanation

On May 30, 2013 the Purchasing and Contracting department received four (4) bid proposals for the above referenced project. The project involves construction of stormwater improvements to include modifications to existing lake, removing unsuitable materials within limited areas and placement and compaction of suitable clay liner materials throughout the limits of the existing lake. The scope of work will include reconstruction of the existing beach area and restoration of existing landscape areas.

Bid Summary:

Rank	Company Name	Company Location	Bid Amount
1	Rovan Texas LLC	Mercedes	\$ 212,512.18
2	O.G. Construction LLC	Edinburg	\$ 367,592.00
3	Clore Construction	Harlingen	\$ 427,040.97
4	Jimmy Closner & Sons	Mercedes	\$ 664,924.75

Options

- 1) Reject all bids and re-advertise the project.
- 2) Award bid to lowest bidder for total project cost of \$ 212,512.18

Recommendation

Award of Contract is recommended to the low bidder, **Rovan Texas LLC.**, from Mercedes, Texas in the amount of **\$ 212,512.18** with all work to be completed in not more than **30 working days**.



BID TABULATION
Project No. 13-1006
eBid eXchange Export
PROJECT NO. 05-13-C18-239 FIREMAN'S PARK LAKE LINER
Generated 5/30/2013 3:38:41 PM Central

RECOMMENDED VENDOR

BIDDERS:				Roan Texas, LLC		O.G. CONSTRUCTION COMPANY, LLC		Clore Construction LLC		JIMMY CLOSNOR SONS CONSTRUCTION CO., INC.		ENGR DEPT ESTIMATE	
Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost
OPTION 1 - COMPACTED CLAY LINER (PER ORIGINAL DESIGN)													
101	BASE BID – DEWATER EXIST. LAKE FROM EXIST. WATER TABLE TO BOTTOM ELEVATION & STABILIZE SLOPES AND BOTTOM TO SUPPORT CONSTRUCTION EQUIPMENT AS NEEDED	LS	1	\$5,805.17	\$ 5,805.17	\$5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$52,120.00	\$ 52,120.00	\$3,500.00	\$ 3,500.00
102	BASE BID – EXCAVATE AND REMOVE EXISTING SOIL, 3 FOOT THICK, FROM EXISTING LAKE BANK FROM ELEVATION 114.00 TO 121.00 (CONTRACTOR TO DISPOSE OF EXCAVATED MATERIAL AT PROPER LOCATION)	CY	12,172	\$3.86	\$ 46,983.92	\$6.00	\$ 73,032.00	\$7.50	\$ 91,290.00	\$7.75	\$ 94,333.00	\$3.50	\$ 42,602.00
103	BASE BID – IMPORT, PLACE, SHAPE AND COMPACT, 3 FOOT THICK CLAY LINER OVER EXISTING SOILS OVER ENTIRE LAKE BOTTOM AND ON ALL LAKE SIDE SLOPES FROM BOTTOM ELEVATION 100 TO TOP OF BANK ELEVATION 121.00 (CLAY MATERIAL TO BE MADE AVAILABLE AT NO COST TO CONTRACTOR FROM STOCKPILE LOCATED AT NEW BOEYE RESEVOIR, _____, McALLEN)	CY	28,080	\$3.29	\$ 92,383.20	\$8.00	\$ 224,640.00	\$8.35	\$ 234,468.00	\$14.75	\$ 414,180.00	\$5.50	\$ 154,440.00
104	BASE BID – EXCAVATE AND RECONSTRUCT BEACH AREA TO INCLUDE EXCAVATION OF APPROX. 909 CY OF EXISTING SOIL, INSTALLATION OF 909 CY OF 3 FOOT THICK CLAY LINER, INSTALLATION OF 909 SY OF FILTER FABRIC AND INSTALLATION OF 606 CY OF BEACH SAND.	SY	909	\$35.55	\$ 32,314.95	\$30.00	\$ 27,270.00	\$37.33	\$ 33,932.97	\$40.75	\$ 37,041.75	\$25.00	\$ 22,725.00
105	BASE BID – REMOVE AND REPLACE EXISTING CONC. SIDEWALK (4" THICK; WIDTH TO MATCH EXISTING) (CONTINGENCY)	SY	50	\$101.53	\$ 5,076.50	\$28.00	\$ 1,400.00	\$45.00	\$ 2,250.00	\$45.00	\$ 2,250.00	\$40.00	\$ 2,000.00
106	BASE BID- STORMWATER POLLUTION AND EROSION CONTROL INCLUDES TEMP. CONSTRUCTION INGRESS/EGRESS.	LS	1	\$11,138.44	\$ 11,138.44	\$6,000.00	\$ 6,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$3,500.00	\$ 3,500.00
107	BASE BID- SOD (INCLUDES FINE GRADING AND INSTALLATION OF SOD PER SPECS.) (CONTINGENCY)	SY	5,500	\$3.42	\$ 18,810.00	\$5.50	\$ 30,250.00	\$8.20	\$ 45,100.00	\$10.00	\$ 55,000.00	\$3.00	\$ 16,500.00
TOTAL, DIRECT CONSTRUCTION COSTS					\$ 212,512.18		\$ 367,592.00		\$ 427,040.97		\$ 664,924.75		\$ 245,267.00
NUMBER OF DAYS TO COMPLETE CONTRACT				30		30		60		30			
BID BOND				YES		YES		YES		YES			
ADDENDUM #1				YES		YES		YES		YES			
ADDENDUM #2				YES		YES		YES		YES			
HARDCOPY OF BID SUBMITTED				YES		YES		YES		YES			
ELECTRONIC BID SUBMITTED				YES		YES		YES		YES			
201	SURVEYING	LS	1	5.00%	\$ 10,625.61	5.00%	\$ 18,379.60	5.00%	\$ 21,352.05	5.00%	\$ 33,246.24	5.00%	\$ 12,263.35
203	GEOTECHNICAL ENGINEERING	LS	1	5.00%	\$ 10,625.61	5.00%	\$ 18,379.60	5.00%	\$ 21,352.05	5.00%	\$ 33,246.24	5.00%	\$ 12,263.35
SUBTOTAL, INDIRECT CONSTRUCTION COSTS					\$ 21,251.22		\$ 36,759.20		\$ 42,704.10		\$ 66,492.48		\$ 24,526.70
PROJECT TOTAL					\$ 233,763.40		\$ 404,351.20		\$ 469,745.07		\$ 731,417.23		\$ 269,793.70

Partial Listing of Project Experience & References

VALENCIA MARKETPLACE (CHUCKY CHEESE)

Location Laredo, TX
Client VCC, LLC
Contact John Davenport, VCC (956) 588-2185
Contract \$630,000
Complete 2012
Project Highlights: Site utilities
Building Pad
Site grading & paving

PSIA - WILLIAM & ALLEN ARNOLD ELEMENTARY

Location Pharr, TX
Client VCC, LLC
Contact John Davenport, VCC (956) 588-2185
Contract \$1,025,000
Complete 2012
Project Highlights: This was a surety takeover project. The surety worked with the general contractor, VCC, on this project to replace the original site contractor. VCC hired Rovam to complete the unfinished work. Our scope of work included:

Site Utilities
Grading & Paving

HIDALGO BORDER STATION INSPECTION FACILITY

Location Hidalgo, TX
Client Anderson Columbia
Contact Berry O'Bryan, Anderson Columbia (956) 969-4614
Contract \$675,000
Complete 2012
Project Highlights: Water infrastructure
Sanitary sewer infrastructure

BAY BRIDGE MITIGATION PROJECT

Location Brownsville, TX
Client Bay Bridge Texas
Contact Barry Chambers, Bay Bridge Texas (956) 838-1414
Contract \$427,000
Complete 2011
Project Highlights: 33,500 cubic yards of excavation for wetlands mitigation

TXDOT SH550 MITIGATION

Location Port Isabel, TX
Client Anderson Columbia
Contact Berry O'Bryan, Anderson Columbia (956) 969-4614
Contract \$2,002,000
Complete Site Work Complete in 2011
Project Highlights: 120,000 Cubic Yards Excavation
23 Acres of Planting for Mitigation

BISD CENTRAL WAREHOUSE & MAINTENANCE BLDG

Location Brownsville, TX
Client VCC, LLC
Contact John Davenport, VCC (956) 588-2185
Contract \$356,000
Complete 2011
Project Highlights: Site Utilities

WATERLINE REPLACEMENT - VARIOUS LOCATIONS

Location Laredo, TX
Client VCC, LLC
Owner City of Laredo
Contact Deanna Davis, City of Laredo (956) 721-2000
Contract \$3,924,464
Complete 2011
Project Highlights: HOV Services, acting for Liberty Mutual, contracted with VCC and Rovam to complete this project that was left unfinished by a contractor performing work for the City of Laredo. Both the City of Laredo and Liberty Mutual were more than pleased with the outcome of the project. Our scope of work included:

32,459 LF 8" Watermain
 195 Tie-ins (watermain)
 574 Water Service Replacements

PSIA HIGH SCHOOL #4

Location Pharr, TX
Client VCC, LLC
Contact John Davenport, VCC (956) 588-2185
Contract \$1,670,039
Complete 2010
Project Highlights: Asphalt Paving
 5,445 LF Watermain
 11,550 LF RCP Storm Sewer from 18" to 30"

Weslaco Public Improvements

Location Weslaco, TX
Client L&G Concrete Construction
Contact Nasario Pena, L&G Concrete (956) 565-6334
Contract \$914,000
Complete 2009
Project Highlights: 1,984 LF 30" Sanitary Sewermain
 242 LF 21" Sanitary Sewermain
 580 LF 10'x8' Box Culverts
 Bypass pumping
 Adjustments to 16" Watermain

NORTH PADRE ISLAND WATERMAIN

Location South Padre Island, TX
Client Jimmy Closner & Sons Construction, Inc.
Owner Laguna Madre Water District
Contact Carlos Galvan, Laguna Madre Water District (956) 943-2626
Contract \$2,445,000
Complete 2009
Project Highlights: 25,790 LF 16" Watermain
 29,600 LF 8" Forcemain
 31,550 LF 12" Re-use line
 1 Lift Station
 Dunes & vegetation protection/mitigation
 Dewatering

FORT SMITH PAVILION

Location Fort Smith, Arkansas
Client Merchants Holding, LLC, Kiewit, & VCC
Owner Merchants Holding, LLC
Contact Steve Grinnell, Merchants Holding, LLC (210) 404-2080
Contract \$7,631,000
Complete 2009
Project Highlights: 1,140 LF 10" Ductile Iron Watermain
 5,625 LF 10" Fireline
 2,600 LF 8" Gravity Sewer
 106,912 SF Segmental Retaining Wall

LA BNSA WATERMAIN

Location Rio Grande City, TX
Client Tecomate Industries
Contact Cris Yelland, Tecomate Industries (956) 802-9128
Contract \$580,000
Complete 2008
Project Highlights: 34,540 LF 8" watermain

ESCONDIDO SUBDIVISION

Location Laredo, TX
Client Jerry Resendez Enterprises
Contact Bill Skeen, TEKOA Partners (512) 328-0487
Contract \$964,000
Complete 2008
Project Highlights: 6,252 LF 8" Watermain
 7,812 LF 8" Sanitary Sewer Main
 3,477 LF RCP Storm Sewer frm 24" to 36"

BROWNSVILLE SPORTS PARK

Location Brownsville, TX
Client L&G Concrete
Contact Nasario Pena, L&G Concrete (956) 565-6334
Owner Brownsville PUB
Contract \$1,074,000
Complete 2008
Project Highlights: Lift station
 Sanitary sewer collection system

DEER RIDGE PHASE I

Location Laredo, TX
Client Trautmann Development
Contact Del Trautmann, Trautmann Development (512) 329-9016
Contract \$1,680,000
Complete 2008
Project Highlights: Asphalt Paving
 3,040 LF 8" Watermain
 3,675 LF 8" Sanitary Sewer
 1,200 CY Concrete Channelization
 19,116 CY Excavation/Embankment
 109 LF 10'x8' Box Culvert

ENCINO BLVD

Location Laredo, TX
Client Trautmann Development
Contact Del Trautmann, Trautmann Development (512) 329-9016
Contract \$1,320,000
Complete 2008
Project Highlights: 1,000 LF 12" Watermain
 300 LF 8" Watermain
 460 LF Double Barrel 12'x6' Box Culvert cast in place
 700 LF Double Barrel 10'x6' Box Culvert cast in place

LAREDO TOWN CENTER

Location Laredo, TX
Client VCC, LLC
Contact John Davenport, VCC (956) 588-2185
Contract \$3,354,000
Complete 2007
Project Highlights: 10,215 LF 8" Watermain
 2,940 LF Corr Storm Sewer from 36" to 54"
 460 LF 90" Corr Storm Sewer
 7,680 LF Sanitary Sewer pipe

Location South Padre Island, TX
Client Franke Development
Contact Richard Franke, Franke Realtors (956) 761-2606
Contract \$1,254,618
Complete 2007
Project Highlights: Infrastructure for residential development including water, sanitary sewer, and storm sewer

Location South Padre Island, TX
Client Franke Development
Contact Richard Franke, Franke Realtors (956) 761-2606
Contract \$484,000
Complete 2007
Project Highlights: Sea wall installation

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 3e
DATE SUBMITTED 06/03/13
MEETING DATE 06/10/13

1. Agenda Item: **Additions and Renovations to the McAllen Public Safety Building Project – Consideration and Approval of Contract Amendment #2**

2. Party Making Request: Engineering Department

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

Consideration and approval of Contract Amendment #2 to McAllen Public Safety Building Project.

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

5. Budgeted: X Yes No N/A Account No.: 300 8708 426 66 10 ID# BB1302 (\$2,770,000.00)

6. Alternate Option/Costs;	Original Contract	\$ 175,000.00
	CA #1 FF & E	\$ 24,000.00
	CA #2 Addtl. Scope of Services	\$ 35,000.00 (not to exceed)
	Revised Contract Amount	\$ 234,000.00

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>Yvette Barrera, PE, City Engineer</u>	<u> YB </u>	<u> 6/4/13 </u>	<u> YES </u>
a.) <u>Victor Rodriguez, Chief of Police</u>	<u> VG </u>	<u> 6/4/13 </u>	<u> YES </u>
b.) <u>Sandra Zamora, CPM, Dir. of P & C</u>	<u> SZ BY LC </u>	<u> 6/4/13 </u>	<u> YES </u>
c.) <u>J.W. Dale, Director of Finance</u>	<u> AR FOR JD </u>	<u> 6/4/13 </u>	<u> YES </u>
d.) <u>Roy Rodriguez, Assistant City Mngr.</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Staff recommends approval of Contract Amendment #2 w ith Milnet Architectural Services, PLLC for the services described in the attached proposal for additional scope of work.**

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: June 3, 2013

Subject: **Additions and Renovations to the McAllen Public Safety Building project – Consideration and Approval of Contract Amendment #2 – Additional Scope**

GOAL

Staff requests consideration and approval of an amendment to the contract with Milnet Architectural Services, PLLC for a revised scope of services for the Additions and Renovations to the McAllen Public Safety Building Project.

EXPLANATION

On October 22, 2012, the City Commission awarded design services to Milnet Architectural Services, PLLC for additions and renovations to the McAllen Public Safety Building.

At this time, a request for additional services, beyond the basic services provided under the contract, is submitted for consideration. The scope of work includes the Court Clerk's Area Renovations, Teen Court Renovations and adjustments and new video wall at Roll Call Room. The services within these areas will also include ADA plan reviews, materials testing and printing of construction documents for bidding.

The service costs are being proposed at 7% of construction cost but not to exceed \$35,000.

OPTIONS

1. Authorize staff to proceed with the amended contract as proposed.
2. Request that staff further negotiate fee structure by more clearly defining the scope of work.
3. Disapprove of request.

RECOMMENDATION

Staff recommends approval of Contract Amendment Number 2 to Milnet Architectural Services, PLLC. This would bring the revised contract for architectural services to the lesser of 7% of actual construction cost or \$234,000.00.



PROPOSAL AGREEMENT – ADDITIONAL SCOPE OF WORK

City of McAllen
 Additions and Renovations to the
 McAllen Public Safety Building Project #08-12S73-288

Attn: Yvette Barrera, PE, CFM

Milnet Architectural Services is pleased to offer its services to the City of McAllen for the Additions and Renovations to the McAllen Public Safety Building Project #08-12-S73-288.

SCHEDULE A - SCOPE OF SERVICES

This proposal agreement entails the additional scope of work requested by the Owner at the following locations: Court Clerks Area Renovations, Teen Court Renovations and new video wall at Roll Call Room.

Reimbursable amounts will be for services such as ADA plan reviews, materials testing and printing of construction documents for bids. All in-house plots, faxes and communication are part of our base fee.

SCHEDULE B - FEE

As requested, we are providing you with the following design fee for the aforementioned project:

DESCRIPTION	COST
Design Fee for Additional Scope of Work	7% of Construction Cost Not to Exceed \$35,000.00

Payment shall be due net thirty (30) days upon completion, according to the following schedule:

<u>Percentage of Total Contract Billing By Phase</u>	<u>Completion Point - Tentative Dates</u>
10%	Schematic Design Set for Review.
25%	Design Development Set for Review.
40%	Construction Documents for Bids.
05%	Bidding
20%	Construction Observation.



Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Neither Milnet, nor their agents or employees shall be jointly, severally, or individually liable to the Client (City of McAllen), in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Thank you again for the opportunity to be of service. Should you have any questions regarding this proposal, please contact our company at (956) 688-5656 or via email at rudym@milnet-archservices.com

Sincerely,

Client Approval:

Rodolfo R. Molina, A.I.A.
President
Milnet Architectural Services, PLLC

Print Name

Date

Signature

Note to Client: The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Articles 249a.

PRELIMINARY

MCALLEN PUBLIC SAFETY BLDG
ADDITIONS & RENOVATIONS
MCALLEN, TX

PROJECT NUMBER
212014
DATE
MAY 29, 2013

PRELIMINARY
C.D. PHASE


S H E E T
A1.0
OF



LEGEND:



- ADDITIONAL SCOPE OF WORK:
- MECHANICAL AND ELECTRICAL MODIFICATIONS
 - DATA INFRASTRUCTURE
 - ARCHITECTURAL RENOVATIONS

N  ① EXTENT OF WORK - FIRST FLOOR
SCALE: 1/16"=1'-0"

STANDARDIZED RECOMMENDATION FORM

City Commission X
Utility Board _____
Other Board _____

Agenda Item 3F
Date Submitted 06/03/13
Meeting Date 06/10/13

1. **Agenda Item:** Purchase of One (1) New Model Diesel, Crew Cab & Chassis Truck With Chipper Forestry Body – Project No. 05-13-P32-27.

2. **Party Making Request:** Public Works – Sanitation Department

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Consideration and approval of purchase of One (1) New Model Diesel, Crew Cab & Chassis Truck from Randall Reed’s Prestige Ford, Garland, Texas with Chipper Forestry Body built by Janecek Performance & Equipment, Inc., of Wylie, Texas. Bids had been requested for a new or pre-owned model (see attached tabulation sheet).

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

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

Sanitation Depreciation Fund FY '12 - '13

<u>Account Number:</u>	<u>Bid Amount:</u>	<u>Budgeted Amount:</u>	<u>Amount Over Budget:</u>
500-4256-446-66-14	\$56,780	\$50,000	\$6,780

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

7. Routing:

<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.) C. Sanchez, Dir. Of PW	<u>CAS</u>	<u>6/3/13</u>	<u> YES </u>
b.) S. Zamora, CPM, Dir. Of Purchasing	_____	_____	_____
c.) W. Smith, Asst. City Manager	_____	_____	_____
d.) J.W. Dale, CPA, Finance Director	_____	_____	_____

8. **Staff’s Recommendation:** Staff recommends award of purchase contract to the low bidder meeting the requirements of the specifications, Randall Reed’s Prestige Ford of Garland, Texas for a 2013 Ford F-550 Crew Cab & Chassis with a Chipper Forestry Body at a unit cost of \$56,780. The unit includes a custom built chipper body box built through Janecek Performance & Equipment, Inc. (JP&E) of Wylie, Texas. The award of contract is subject to approval of a budget amendment to the Sanitation Depreciation Fund for the amount of \$6,780.00.

9. **Advisory Board:** Approved Disapprove None
10. **City Attorney:** IP Approved Disapprove None
11. **City Manager:** MRP Approved Disapprove None

TO: Mike R. Perez, City Manager

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

DATE: May 29, 2013

SUBJECT: Award of Contract for Purchase of One (1) New Model, Diesel, Crew Cab & Chassis Truck with Chipper Forestry Body. Project No. 05-13-P32-27

GOAL:

To authorize the purchase of one (1) new model, diesel crew cab & chassis truck with chipper forestry body.

BRIEF EXPLANATION:

A chipper forestry truck will enable the Brush Department – Urban Forestry Tree Trimmers to efficiently complete assigned tree maintenance work within the City of McAllen. Tasks addressed by the tree trimming crew include: trimming trees in alleys in order to provide for safe passage of city service vehicles and emergency responders; addressing over 150,000 trees and shrubs that have been inventoried and identified to be within thirty (30) feet of the street curb line; and addressing urgent public safety hazard issues such as storm debris or other large obstruction on the Right of Way.

Public Works through the Purchasing & Contracting Department solicited formal bids for the purchase of One (1) New or Pre-owned Model, Diesel, Crew Cab & Chassis Truck with Chipper Forestry Body and on May 2, 2013 received a total of four bids. All four (4) vendors submitted base and optional equipment bids for new equipment; no bids for Pre-Owned equipment were received.

The lowest bid was submitted by Randall Reed’s Prestige Ford of Garland, Texas at a unit cost of \$56,780.00; Base bid is for one (1) new 2013 Ford F-550 with a custom built chipper body box built through Janecek Performance & Equipment, Inc. (JP&E) of Wylie, Texas.

Options:

- 1) The City Commission may elect to award the purchase contract as recommended by staff below subject to a budget amendment.
- 2) City Commission may elect to reject all bids and direct staff to re-bid this project.

RECOMMENDATION:

Staff recommends award of purchase contract to the low bidder, Randall Reed’s Prestige Ford of Garland, Texas for a 2013 Ford F-550 Crew Cab & Chassis with a Chipper Forestry Body at a unit cost of \$56,780. The unit includes a custom built chipper body box built through Janecek Performance & Equipment, Inc. (JP&E) of Wylie, Texas. The award of contract is subject to approval of a budget amendment to the Sanitation Depreciation Fund for the amount of \$6,780.00.



CITY OF McALLEN

MAY 2, 2013 AT 2:00 P.M.
LOCATION: Conference Room


Project # 05-13-P32-27 PURCHASE OF CHIPPER FORESTRY TRUCK

BIDDERS	RANDALL REED'S PRESTIGE FORD ★ GARLAND, TX	RANDALL REED'S PRESTIGE FORD GARLAND, TX	PHILPOTT MOTORS [BUYBOARD] NEDERLAND, TX	GRANDE TRUCK CENTER SAN ANTONIO, TX
MAKE & MODEL	2013 FORD F-550 CUSTOM BUILT THRU JP&E	ALTERNATE BID: NEW UNIT KNAPHEIDE BODY - NOT PRE- OWNED; NEW WITH DIFFERENT UPFITTER UNIT	2013 or 2014 FORD F-550 KNAPHEIDE BODY	2013 FORD F-550 CREW CAB SOUTH CO S-11 FORESTRY BODY
ITEM NO. 1a – BASE BID: ONE (1) NEW & UNUSED MODEL, DIESEL, CREW CAB & CHASSIS TRUCK WITH CHIPPER FORESTRY BODY. SPECIFY YEAR, MAKE, MODEL & DELV. AFTER RECEIPT OF ORDER IN COMMENT AREA.	\$56,780.00	\$62,200.00	▲ \$61,308.00	\$64,239.00
MAKE & MODEL	N/A	N/A	N/A	N/A
ITEM NO. 1b –ALTERNATE BID: ONE (1) PRE- OWNED, DIESEL, CREW CAB & CHASSIS TRUCK WITH CHIPPER FORESTRY BODY. SPECIFY YEAR, MAKE, MODEL & DELV. AFTER RECEIPT OF ORDER IN COMMENT AREA.	NO BID	NO BID	NO BID	NO BID
DELIVERY	90-100 DAYS	90-100 DAYS	120-180 DAYS	135-175 DAYS
HARDCOPY OF BID SUBMITTED	YES	YES	YES	YES
ELECTRONIC BID SUBMITTED	YES	YES	YES	YES

▲ \$500 OPTION FOR
RADIATOR SKID PLATE

CITY OF MCALLEN
STANDARD RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 3G </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 6/4/2013 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 6/10/2013 </u>
OTHER			

1. Agenda Item: Change Order #1 to URS Work Order #5-Construction Administration
2. Party Making Request: DEPARTMENT OF AVIATION PKB 
3. Nature of Request: (Brief Overview) Attachments: X Yes No

In March 2012, Work Order #5 to the URS terminal expansion contract for construction administration services in the amount of \$252,537 was authorized. This was half of the amount estimated to complete the project. The intent was to request additional funds when authorized funds were expended. With \$9,000 remaining in Work Order #5, this request is for the other half of the funds to complete the project.

4. Policy Implication: _____

5. Budgeted: YES X NO N/A

FUND: 551-8708-446.66-10

Bid Amount: \$284,159 Budgeted Amount: \$0

Under Budget: 0 Over Budget: -\$284,159

Amount Remaining:

If over budget, how will it be paid: FAA AIP grant and PFC funds

6. Alternate option/costs:

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
Brent Branham, Deputy City Manager	<u> </u>	<u> 6/4/2013 </u>	<u> </u>

8. Staff Recommendation: Staff recommends approval
9. Advisory Board: Approved Disapproved X None
10. City Attorney: IP Approved Disapproved None
11. Manager's Recommendation: MRP Approved Disapproved None

12. Action Taken: _____

Kristi Taylor-Salinas, 681-1528




Department of Aviation

MEMO

To: Mike R. Perez, City Manager

Thru: Brent Branham, Deputy City Manager

From: Philip K. Brown, Director of Aviation 

Date: June 4, 2013

Subject: Change Order #1 to URS Work Order #5 – Construction Administration

In March 2012, the City Commission authorized Work Order #5 to URS' Terminal Expansion Contract for construction administration services in the amount of \$252,537, one half of the amount estimated to complete the project. The intent was to request additional funds when the authorized funds were expended. Currently approximately \$9,000 remains in Work Order #5.

The contractor has used 430 days of the 727 days authorized in the contract. As construction progresses, it is essential that the design team be funded adequately to ensure continuity to get responses to design and technical questions for the contractor and to review submittals as required.

URS and the subcontractors estimate approximately 2005 hours of work will be necessary to complete the project. The cost of additional hours is \$284,159. This estimate includes funds necessary to redesign the security checkpoint and to coordinate with the Transportation Security Administration (TSA) to obtain approval to use technology on the exit lane rather than use personnel. TSA has issued a proposed rule requiring that airports assume responsibility for staffing exit lanes which heretofore have been staffed by TSA personnel.

This is a cost-plus-fixed fee contract, one of two FAA-approved professional services contract compensation methodologies. URS and the sub-consultants will be paid only for work that is necessary to the project for a not-to-exceed sum of \$284,159. A total of 2005 hours for URS and the sub-consultants are allocated for construction administration.

Funds for this work are available through AIP and TSA Grants, PFC, and City funds. A copy of the scope and fees is attached.

To refresh your memory, attached is the Executive Memo for the agenda item on this subject that was previously approved at the March 26, 2012 City Commission meeting. Please let me know if you need additional information.

ATTACHMENT A

SCOPE OF SERVICES URS GENERAL ENGINEERING CONTRACT WORK ORDER 5

A/E construction phase services are will be completed within the Tasks specified in this Work Order and within the hours allocated on Attachment B.

- Task 1 - Project Management
- Task 2 - Construction Manager (CM) Coordination and Support
- Task 3 - Review Submittals and Shop Drawings
- Task 4 - Respond to Requests for Information (RFIs)
- Task 5 - Provide Change Order Support
- Task 6 - Prepare Design Change Notifications
- Task 7 - Attend Construction Site Meetings
- Task 8 - Attend Pre-Construction Site Meetings
- Task 9 - Prepare Construction Management Plan
- Task 10 - Perform Construction Site Observation
- Task 11 - Installation/ Commissioning Inspection
- Task 12 - Prepare Punchlist
- Task 13 - Closeout Activities

General

1. With prior approval from the OWNER, labor hours and fees may be reallocated as the needs of the project may require.
2. Owner's Construction Manager (CM) will be the primary point of contact for the Owner, Contractor, and the A/E.
3. Preparation and maintenance of Submittal and RFI Document Logs is by CM.
4. Preparation and distribution of minutes from weekly construction meetings is by CM.
5. A/E will notify Owner in a timely manner if it appears that future coordination and support cannot be provided in the hours remaining in the total allotted hours. After providing such notification and expending the hours allocated, and if hours are not reallocated, A/E will defer requests for support until such time as Owner issues a Work Order authorizing sufficient additional hours to respond to such requests.

Task 1 – Project Management

Description of Services: Coordinate the activities of the design team. Provide the team regular updates on the progress of the work and significant project issues as they may arise. Consult periodically with Owner to review project progress; develop, submit, and process A/E team invoices.

Task 2 – CM Coordination and Support

Description of Services: Provide support to the CM as requested for interpretation of the contract documents and design intent.

Task 3 – Submittals Review

Description of Services: Through the CM, receive submittals from the Contractor such as shop drawings, samples, and product data, and review for conformance with the construction documents. The A/E review is for general conformance of the submittal with the intent of the construction documents. It does not include approval of quantities, dimensions, means and methods of construction, or issues of construction safety, all of which are Contractor responsibilities. Incomplete submittals will be returned immediately through the CM to the Contractor for correction and re-submittal.

Submittals (except samples) will be posted in digital format to a construction documents management website provided and maintained by the CM or Contractor. Design team shall be furnished with access to download materials for review. Design team shall mark up and initial submittal, and upload to the same site for retrieval by the CM and Contractor.

A/E Time Allocated for this task: A/E will provide response to submittals in a timely manner, not to exceed fourteen (14) calendar days from receipt of Owner/CM request.

Task 4 – Respond to Requests for Information (RFIs)

Description of Services: Provide construction document clarifications for the project. Working with the CM, the A/E will interpret the documents and answer questions submitted by the Contractor, through the CM.

A/E Time Allocated for this task: A/E will provide responses to RFIs in a timely manner, not to exceed four (4) calendar days from receipt of Owner/CM request. A/E will except this response schedule when requested in writing by the CM when such exception is necessary to avoid construction delay.

Task 5 – Provide Change Order Support

Description of Services: Provide analysis of Contractor change order requests when requested by the CM. This may include evaluation by one or more disciplines relevant to the change order.

A/E Time Allocated for this task: A/E will provide Change Order Support in a timely manner, not to exceed five (5) working days from receipt of the Owner/CM request.

Task 6 – Prepare Design Change Notifications

Description of Services: Provide Design Change Notifications (DCN) to CM for issuance to the Contractor, as necessary, including the preparation of cost estimates for work in each DCN and review with CM. This task anticipates that DCNs have limited scope, resulting in no change or minor changes in construction cost or duration. This Task does not anticipate making significant changes in design that may be initiated by Owner. For example, a DCN that incorporates a revised plan and specification for concession area furnishings is anticipated, following Owner's final product selection.

A/E Time Allocated for this task: A/E will provide DCN in a timely manner, not to exceed fourteen (14) calendar days from receipt of Owner/CM request.

Task 7 – Attend Construction Site Meetings

Description of Services: Attend, either in person or via teleconference, periodic construction meetings to discuss construction issues, current activities, future needs, and potential changes.

A/E Time Allocated for this task: A/E will attend, either in person or via teleconference, construction meetings as requested by the CM.

Task 8 – Attend Pre-Construction Meetings

A/E Time Allocated for this task: A/E will attend, either in person or via teleconference, pre-construction meetings as requested by the CM.

Task 9 – Prepare Construction Management Plan

Description of Services: Prepare a Construction Management Plan (CMP) on all AIP paving projects in accordance with FAA requirements. The CMP addresses the following elements for the paving work: submittal process, inspection procedures and frequency, laboratory testing requirements and certifications, materials testing acceptance flow charts, inspection and test forms, and the quality control plan.

Task 10 – Perform Construction Site Observation

Description of Services: Conduct periodic inspections of the construction site and work to observe and confirm the work is in conformance with the intent of the construction documents. A/E will notify the CM of observed deficiencies and recommend appropriate measures to be taken by the Contractor to bring the work into compliance with the construction documents. A/E will document observations in a consistent format acceptable to the OWNER and submit to the CM.

A/E Time Allocated for this task: A/E will perform construction site observations as necessary for the A/E disciplines to conduct their inspections and provide their responses.

Task 11 – Installation/Commissioning Inspection

Description of Services: Provide commissioning services for two systems: the BHS and the PBBs. BHS commissioning will verify the system achieves the performance requirements of the Owner, and is ready for TSA testing and acceptance. Commissioning of the PBBs will involve testing the function and operation of the PBBs for compliance with all specification requirements.

A/E Time Allocated for this task: A/E will perform these services as necessary for the A/E disciplines to conduct their inspections and provide their responses within the time allocated for this task as shown in Attachment B.

Task 12 – Prepare Punchlist

Description of Services: Following Contractor's punchlist activities, evaluate the work for conformance with requirements of the construction documents and prepare an A/E punchlist for transmittal to the Contractor by CM. Following Contractor completion of all A/E punchlist items, conduct a joint walkthrough with CM to verify substantial completion and punchlist completion. Prepare a final punchlist based on this walk-through and submit to CM for transmittal to Contractor for final completion.

- **TWG and URS:** Architectural punch-list will be performed by TWG.
- **MKA–Structure:** The structural punch list will be performed in conjunction with the site observation visit.
- **Half–MEP:** Six Phases of construction are anticipated, each of which requires a partial substantial completion and associated punchlist services by the MEP engineer. Punch list services for each phase will be completed by the construction administrator, HVAC/ Plumbing Engineer, and the Electrical Engineer.
- **URS–Baggage:** Punch list activities for baggage handling system will be performed in 3 steps per TSA procedures. Each step will require the URS design engineer to be on site.
 - Step 1: Pre-ISAT (Integrated Site Acceptance Test) performed by the contractor to determine the system is ready for testing.
 - Step 2: TRR (Testing Readiness Report) performed by a third party (a TSA contract agency) to determine the system is ready for TSA testing.
 - Step 3: ISAT (Integrated Site Acceptance Test) Performed by TSA to verify the system meets functional and operational requirements.
- **URS–Civil:** URS will punch list the civil work.
- **URS–PBB:** Performed in conjunction with the installation/commissioning inspection site visit.
- **URS–Comm:** Punch list services will be provided if necessary or directed by the Owner/CM.

A/E Time Allocated for this task: A/E will perform these services as necessary for the A/E disciplines to conduct their inspections and provide their punchlist services within the time allocated for this task as shown in Attachment B.

Task 13 – Redesign and Coordination

Description of Services: Redesign the security checkpoint to provide for TSA requirement updates to allow for exit lanes that do not require personnel staffing. Coordinate with the Transportation Security Administration to obtain approval of the design and concept for an unstaffed exit lane.

Task 14 – Closeout Activities

Description of Services: Through the CM, receive project close-out submittals from the Contractor, including Operation and Maintenance Manuals, Test and Balance Reports, DDC point-by-point analysis, warranty information, and the like.

Submittals will be posted in digital format to a construction documents management website provided and maintained by the CM or Contractor. Design team shall be furnished with access to download materials for review. Design team shall mark up and initial submittal, and upload to the same site for retrieval by the CM and Contractor.

A/E Time Allocated for this task: A/E will provide response to submittals in a timely manner, not to exceed seven (7) working days from receipt of Owner/CM request.



Department of Aviation

MEMO

To: Mike R. Perez, City Manager

Thru: Wendy L. Smith, Assistant City Manager

From: Philip K. Brown, Director of Aviation

Date: March 6, 2012

Subject: URS Work Order #5 - Terminal Expansion Construction Administration Services

At a Workshop in March 2011 the Commission approved the modified design of the terminal expansion and authorized the Airport to complete design through to Construction Documents. The design was completed and successfully bid with award of the project to Don Krueger Construction Company at the Commission meeting of December 5, 2011.

The project is scheduled for 713 days and will be managed by a City of McAllen-staffed project management team with construction administration support provided by URS Corporation. The scope of the construction administration work to be conducted includes architectural and engineering responses to required contractor submittals and requests for information, regularly scheduled construction site meetings and inspections and project close-out documentation, and, if necessary, any design change modifications.

This is a cost-plus-fixed fee contract, one of two FAA-approved professional services contract compensation methodologies. URS and the sub-consultants will be paid only for work that is necessary to the project for a not-to-exceed sum of \$252,537. A total of 1464 hours for URS and the sub-consultants are allocated for construction administration. In the event that additional hours are required to complete the work, staff will evaluate the request and make an appropriate recommendation to the City Commission.

Funds for this work will be available through AIP and TSA Grants, PFC, and City funds. A copy of the scope and fees is attached.

Staff recommends approval.

Attachments

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 3h
 06/05/13
 06/10/13

1 Agenda Item: Discussion & Possible Action of License Agreement for Maria C. Ardila.

2 Party Making Request: Kevin Pagan

3 Nature of Request (Brief Overview) Attachments: X Yes No
Consideration of License Agreement for construction, landscape & maintenance of front porch area within City of McAllen ROW for 424 Vermont Avenue.

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:
NAME/TITLE INITIALS DATE CONCURRENCE

a) Yvette Barrera, PE YB 6/5/2013 YES

b) _____ _____ _____ _____

8 Staff Recommendation: Staff recommends approval.


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, City Engineer 
Date: June 5, 2013
Subject: LICENSE AGREEMENT FOR 424 VERMONT AVENUE – MARIA CRISTINA ARDILA

Goal

To execute a License Agreement for 424 Vermont Avenue under Mrs. Maria Cristina Ardila (Owner) for purposes of construction, landscaping and maintaining the front garden and brick and iron fence area within city ROW along Vermont Ave.

Explanation

Attached is License Agreement allowing the enclosure of City of McAllen ROW for landscaping, and maintenance to be done by Mrs. Maria Cristina Ardila. Mrs. Ardila has expressed her proposed plans to build a small landscape area that is fenced in.

The proposed improvements will be encroaching 5 ft into city ROW, but will still allow the 5ft sidewalk to be in place. There is a similar fenced in landscape area adjacent to the home owner on 420 Vermont Ave. (See attachments.)

Fire Department is not opposed to the construction of this fenced in area so long as the 5 ft sidewalk is not compromised and there is access to the home, via the gate provided on the east side of the property.

Traffic department has expressed that their concern for the resident when backing the vehicle out from the driveway that can easily be solved by parking the vehicle in reverse. Limited sight visibility for the low-traffic street is not a major issue since the property is not a corner lot and interfering with the sight distance triangles.

Furthermore, staff recommends that the fence and landscape to be required to comply with ordinances and codes required through the building permit process.

Options

Approve the License Agreement, or reject the request.

Recommendation

Staff recommends approval of the request and license agreement.

STATE OF TEXAS

§

LICENSE AGREEMENT

§

COUNTY OF

§

THIS AGREEMENT is made by and between City of McAllen, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and MARIA CRISTINA ARDILA (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensee owns the real property and improvements located on all of Lot 27, Los Alegres Subdivision Unit No. 1, an addition to the City of McAllen, Hidalgo County, Texas and being more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, Licensee wishes to constructed or caused to be constructed a fence on a portion of City right of way not to exceed 5 feet from the North Right of Way Line as highlighted on Exhibit "A" (hereinafter referred to as the "Improvements"); and

WHEREAS, Licensee has requested the City allow the use and occupancy of the Property for Licensee's Improvements; and

WHEREAS, the Licensee has agreed as consideration for such license to indemnify the City for any damages or injuries that may result as a result of the use of the Property and have further agreed that no other permanent improvement of any nature shall be placed on the right of way property covered herein which property is more fully described on Exhibit "A";

NOW THEREFORE, in consideration of the sum of Ten Dollars No/100ths and the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License; Consideration:** City hereby grants Licensees a revocable license for the purpose of allowing the Improvements within the Licensed Premises and for the Licensees to maintain and use the Improvements within the Licensed Premises. As consideration for the grant of this License the Licensee agrees that the Improvements shall not be expanded, enlarged or altered in any way nor shall the height or stories of the Improvements be increased without the prior written approval of the City.
2. **Term:** The term of this License shall be perpetual, subject, however, to termination by the City as provided herein.
3. **Non-exclusive:** This License is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the sanitary sewer easement or property owned by City, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the City utility easement for facilities presently located within the boundaries of the easement and to any existing lease, license, or other interest in the easement granted by City to

any individual, corporation or other entity, public or private.

4. **Environmental Protection:** Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensees warrant that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensed Premises or adjoining the Licensed Premises by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensees shall indemnify and hold City harmless against all costs, environmental clean up to the Licensed Premises and surrounding the Licensed Premises resulting from Licensees' use of the Licensed Premises under this License.

5. **Mechanic's liens not permitted:** Licensee shall fully pay all labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.

6. **Future City use:** This License is made expressly subject and subordinate to the right of City to use the Licensed Premises for any public purpose whatsoever. In the event that City shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation or removal of the Improvements shall be necessary or convenient for City's use of the Licensed Premises, Licensee shall at the sole cost and expense make or cause to be made such modifications or relocate said Improvements so as to not interfere with the City's or City's assigns use of the Licensed Premises. A minimum of thirty (30) days written notice for the exercise of the above action shall be given by City and Licensee shall promptly commence to make the required changes and complete them as quickly as possible or reimburse City for the cost of making such required changes.

7. **Duration of License:** This License shall terminate and be of no further force and effect in the event Licensee shall discontinue or abandon the use of the Improvements or in the event Licensee shall remove the Improvements from the Licensed Premises or upon termination by City whichever event first occurs.

8. **Compliance with laws:** Licensees agree to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the

9. **Indemnification:** Licensees shall defend, protect and keep City forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Licensed Premises by the Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns or those holding under Licensees. Licensee shall at all times defend, protect and indemnify and it is the intention of the parties hereto that Licensees hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fee, arising out of or from any accident or other occurrence on or about the Licensed Premises causing personal injury, death or property damage resulting from use of the Licensed Premises by Licensee, its agents, employees, customers and invitees, except when caused by the willful misconduct or negligence of City, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against City for its willful misconduct or negligence. Licensees shall at all times defend, protect, indemnify and hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from the Licensee use of the Licensed Premises and for any failure of Licensee, their officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

10. **Action upon termination:** At such time as this License may be terminated for any reason whatsoever, Licensee, upon request by City, shall remove all Improvements and appurtenances owned by it, situated in, under, on or within the Licensed Premises and shall restore such Licensed Premises to substantially the condition of the Licensed Premises prior to Licensee's encroachment at Licensee's sole expense.

11. **Termination:** This Agreement may be terminated in any of the following ways:
- a. Written agreement of both parties;
 - b. By City giving Licensee thirty (30) days prior written notice;
 - c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement;
 - d. By the City abandoning the Licensed Premises.

12. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth in Paragraph 19. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

13. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in the State District Court of County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. **Exhibits.** The exhibits attached to this Agreement are incorporated herein by reference.

15. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

16. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

17. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

18. **Covenant Running with the Land.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property

19. **Addresses.**

Licensor: City of McAllen
1300 Houston
McAllen, Texas 78501

Licensee: Maria Cristina Ardila
424 Vermont Avenue
McAllen, Texas 78503

EXECUTED this _____ day of _____, 2013.

LICENSOR:
CITY OF McALLEN

By: _____
Mike R. Perez, City Manager

LICENSEE:

Maria Cristina Ardila

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2013, by MIKE R. PEREZ, City Manager for the City of McAllen, a municipal corporation of the State of Texas, on behalf of said corporation.

Notary Public - State of Texas

ACKNOWLEDGMENT

STATE OF HIDALGO
COUNTY OF TEXAS

This instrument was acknowledged before me on _____, 2013, by MARIA CRISTINA ARDILA.

Notary Public - State of Texas

Approved as to form:

Gary Henrichson, Assistant City Attorney

ATTEST:

By: _____
Annette Villarreal, TRMC/CMC, CPM,
City Secretary

CITY OF MCALLEN
ENGINEERING DEPARTMENT
1300 HOUSTON AVE, MCALLEN TEXAS
PH. (956) 681-1150
AT'N: YVETTE BARRERA PE
CITY ENGINEER

DEAR YVETTE:

AFTER SEVERAL MEETINGS WITH MR. RODRIGO (ROD) SANCHEZ, SANCHEZ, JERRY MORENO AND LATELY WITH THE ENGINEERING DEPARTMENT WITH MARIO SALINAS, THEY ARE ASKING ME TO APPLY FOR A PERMIT TO YOU DIRECTLY.

SO I AM WRITING THIS LETTER TO ASK YOU:

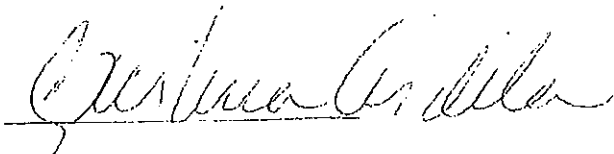
ME, THE OWNER **MRS. CRISTINA ARDILA**, WANTS TO LANDSCAPE MY FRONT AREA, HAVE A COUPLE OF TREES AND FENCE THE AREA AS WE SHOW IN THE ATTACHED PLANS. ALIGNING WITH THE NEIGHBOR'S YARD, NEXT DOOR.

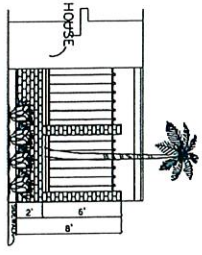
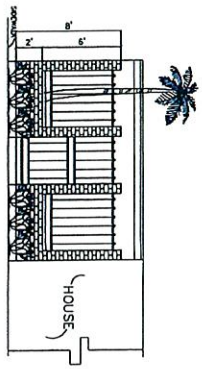
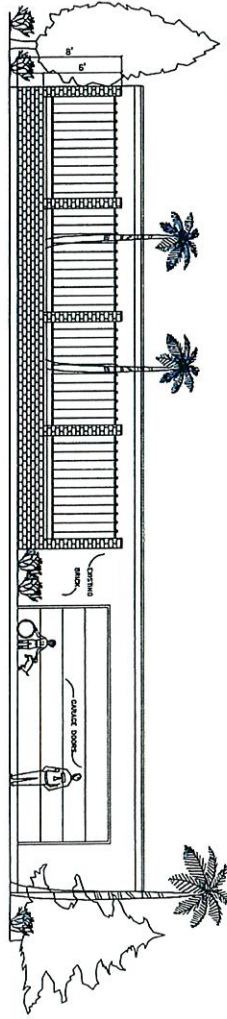
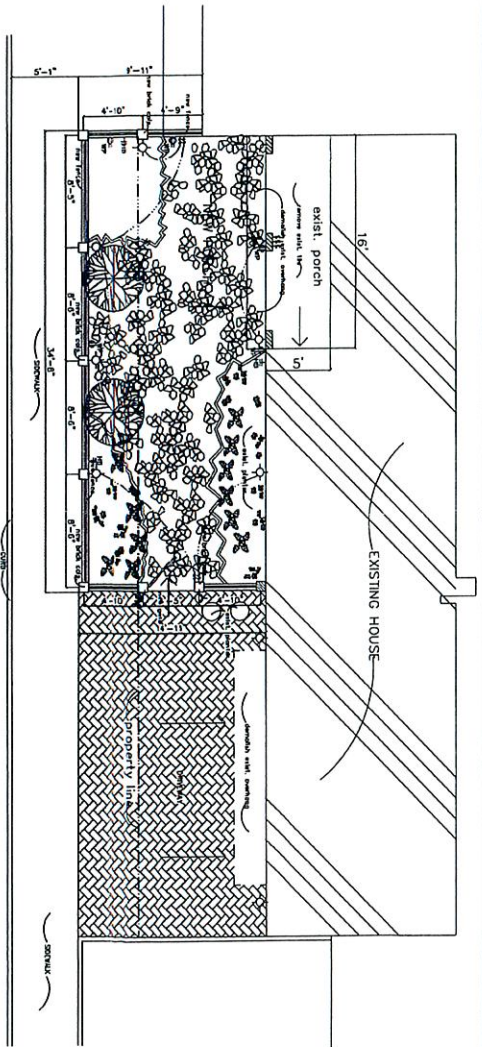
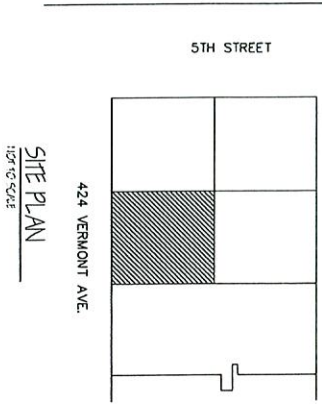
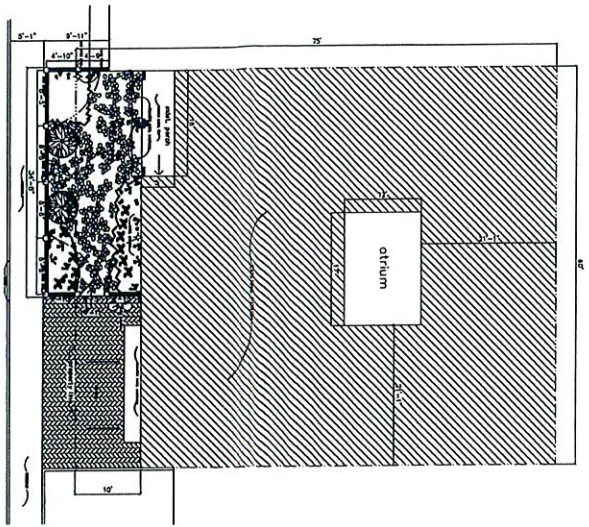
MR. EUSEBIO TAMEZ IS WHO I THIS SUPPORT FOR THE REALIZATION OF THIS PROJECT, SO IF YOU REQUIRE OF GREATER INFORMATION RESPECT TO THE PLANS, PLEASE CONTACT HIM AT (956) 533-1897.

THANKS IN ADVANCE FOR YOUR ATTENTION TO MY REQUEST

SINCERELY

MRS. CRISTINA ARDILA

A handwritten signature in cursive script, appearing to read "Cristina Ardila", written over a horizontal line.



REMODELING FOR:
MRS. CRISTINA ARDILA
424 VERMONT AVE. MCALLEN, TX.
FLOOR PLANS & ELEVATIONS

DATE: 04-24-13
SCALE: 1/4" = 1'-0"
COMMENT: SEE DIMENTIONS

Sheet Number:
1 OF 1



N

424 Vermont Ave, McAllen, TX 78503, USA

Proposed Improvements

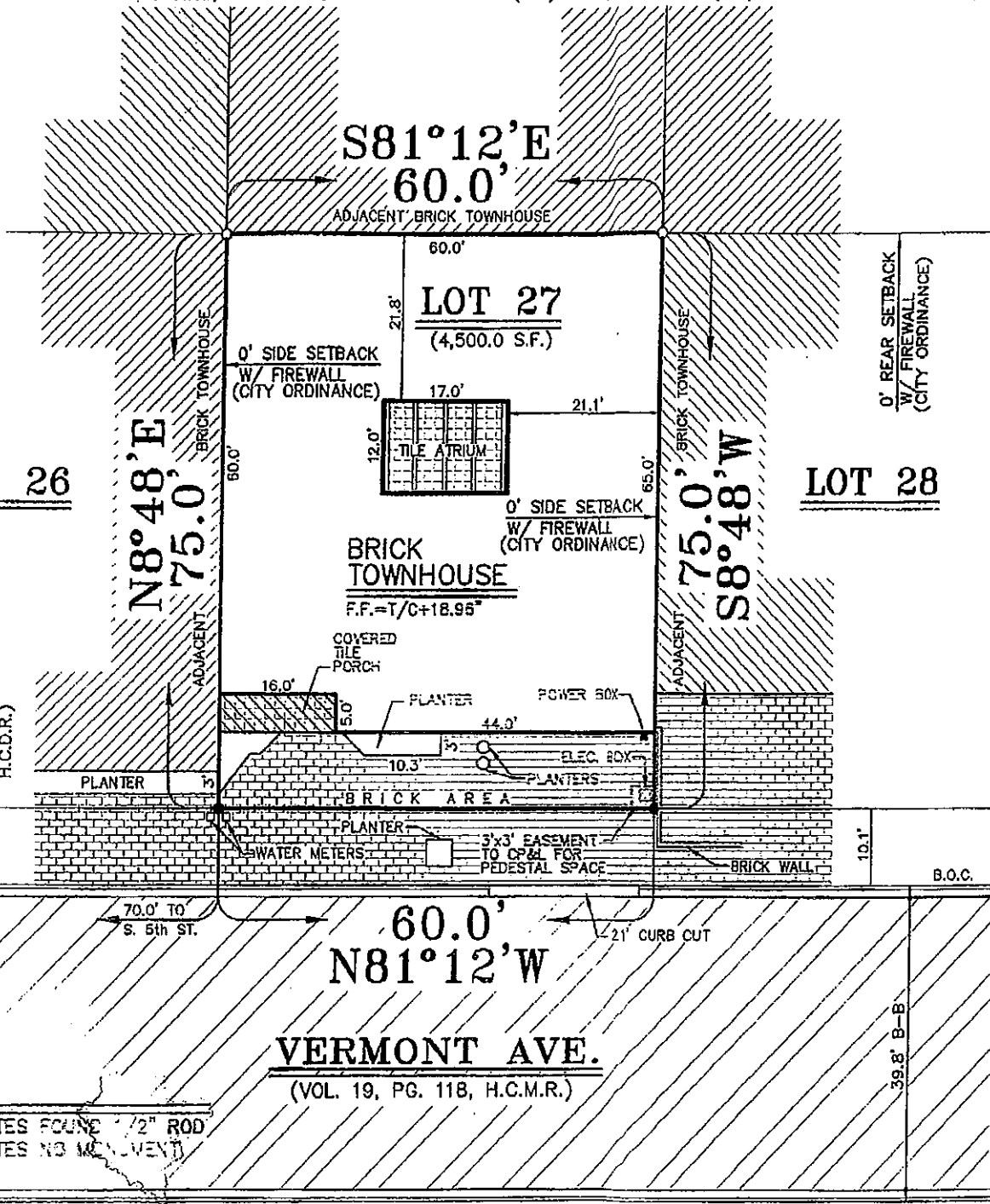
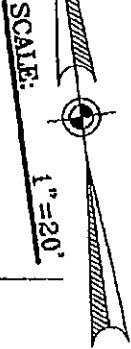
425 Vermont Ave
(similar structure)

Vermont Avenue



ART SALINAS ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 818-5685 FAX: (956) 818-5540

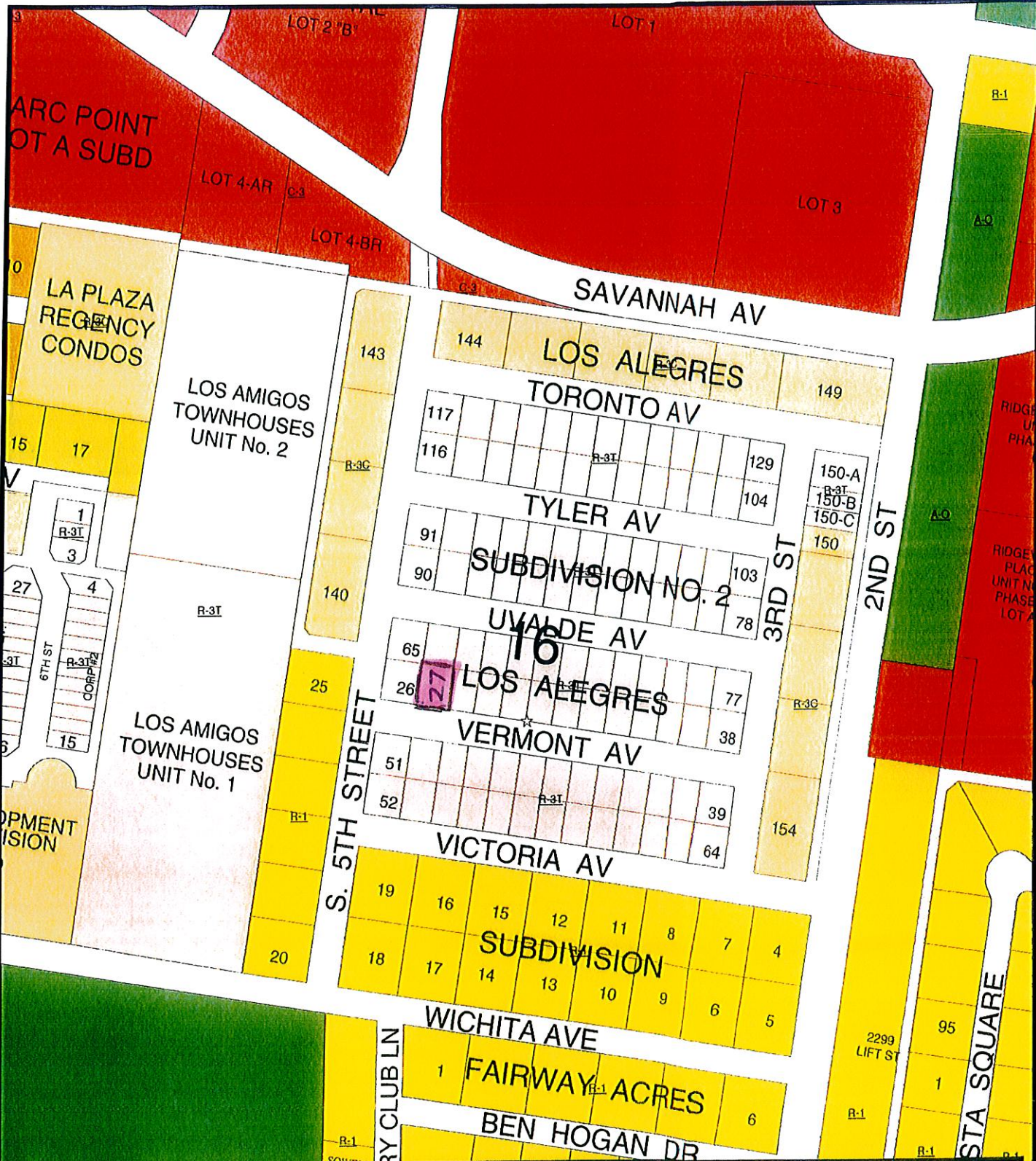


LEGEND

- - DENOTES FOUND 1/2" ROD
- - DENOTES NO MONUMENT

FLOOD ZONE CERTIFICATION: The property shown herein lies in Zone "B". Zone "B" areas lie between limits of the 100 year flood and 500-year flood; or certain areas subject to 100-year flooding with average depth less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood as per F.E.M.A. Flood Insurance Rate Map Panel No. 4810-C-1010-C dated 07-02-02.

- PLAT NOTES:**
1. There are no discrepancies, conflicts or divergences in area or boundary lines, any encroachments, or any overlapping of improvements except as shown or noted hereon.
 2. This survey plat is prepared in accordance with the Survey G.P. # 2212B and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
 3. If this survey does not bear an original seal, stamp or signature it is INVALID as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.
 4. Rights and easements retained in favor of Highway Building Corporation, Instrument No. 3 in resolution excluding lands from District dated February 8, 2006, filed for recorded on March 24, 2006 in the office of the County Clerk of Hidalgo County, Texas under Instrument No. 1534733. (Blanket)
 5. CONTRACT, EASEMENT and ALL SUBSEQUENT INSTRUMENTS, etc. HEREIN entered into by and between Central Power and Light Company, a Texas Corporation and Los Alamos Development Corporation, recorded in Volume 1-22, Page 100, Office of the County Clerk of Hidalgo County, Texas. (Blanket)
 6. Easement and right of way granted to Central Power and Light Company on each lot in said subdivision for underground electric service lateral, together with the right of ingress and egress as contained in the Notes of the subdivision map recorded hereon.
 7. Easements, building setback lines and other conditions are shown on and/or as contained in the General Notes of the subdivision plat referred to herein.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

4

LEGEND
SCALE: 1" = 500'

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

ZONING LEGEND

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

This map is a representation of the official zoning map. For zoning verification contact the Planning Department at 956-681-1250, or select city 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
STANDARDIZED RECOMMENDATION FORM

4A

CITY COMMISSION	<u>X</u>	AGENDA ITEM	
UTILITY BOARD	_____	DATE SUBMITTED	<u>6-4-13</u>
PLANNING & ZONING COMMISSION	_____	CC MEETING DATE	<u>6-10-13</u>

1. Agenda Item: ORDINANCE

2. Party Making Request: KEVIN D. PAGAN, CITY ATTORNEY

3. Nature of Request: (Brief Overview) ATTACHMENT: x YES _____ NO
CONSIDERATION AND POSSIBLE ACTION ON ORDINANCE GRANTING TO TEXAS GAS SERVICE COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO USE STREETS, ALLEYS, THOROUGHFARES AND OTHER PUBLIC WAYS TO OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF McALLEN

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> YES/NO
a.)	Kevin D. Pagan City Attorney	_____	_____	<u>Yes</u>
b.)	_____	_____	_____	_____

8. Staff recommendation: Approved, this is done every 20 years.

9. Advisory Board: Approved _____ Disapproved _____ None

10. City Attorney: Approved _____ Disapproved _____ None

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



City Attorney's Office

MEMO

To: Mayor and City Commissioners
cc: Mike R. Perez, City Manager
From: Kevin D. Pagan, City Attorney
Re: Texas Gas Service Company Franchise
Date: May 30, 2013

Attached is a draft of the Texas Gas Service franchise ordinance along with a summary of same prepared by Geoffrey Gay of Lloyd, Gosselink's office.

The City Attorney's recommendation is approval.

Summary of City of McAllen's Ordinance for Franchise Renewal with Texas Gas Services (TGS)

Duration: Most regulated utilities seek franchise extensions of 20-30 years. Extensive changes have occurred in the legal and regulatory landscape over the last decade. The pace of change suggests that a franchise should not extend beyond ten years without review. *This franchise agreement is for ten years, with an automatic extension of five years unless either party expresses a desire to renegotiate the agreement before October 2, 2023.* Section 12.

Revenue: Unlike electric utility franchises which have been based on a fixed formula unique to each municipality since 2002, gas utility franchises throughout the State remain tied to a percentage of gross receipts. Most franchises with gas utilities entered in the last five years have been pegged to 5% of gross receipts. Generally, gas utility franchises are based on gross receipts percentages ranging from 2% to 5%. Over the last decade there have been a number of arguments with gas utilities regarding what, if anything should be included in gross receipts revenues other than revenues from the sale of natural gas. Utilities have attempted to exclude from gross receipts revenues associated with miscellaneous service charges (*i.e.*, service connection and out of cycle meter reads) and transportation volumes (*i.e.*, sales to customers who have competitive options and are paying contract prices rather than tariffed rates). In recent years, cities have argued with various utilities over whether franchise fee payments to cities—which in turn are billed to residents and which become revenues to the utility—should be included in the revenues used for the gross receipts calculation. *This franchise is based on 5% of revenues from sales of gas, including sales to transportation customers, tariffed miscellaneous service charges and franchise fees.* Section 8. Items specifically excluded from the calculation of gross receipts revenues are identified in Section 8A. Payments to the City of McAllen shall be made twice a year—in July for the first six months of the year and in January for the second half of the year. Section 8E. Franchise fee payments are in lieu of all other fees. Section 8F. The City has a right to audit the Company's books and records to verify the accuracy of payments. Section 8H. *The franchise includes a most favored nations provision* that provides for escalation of the percentage of gross receipts payable to the City, if TGS agrees to pay any other city in its Rio Grande Valley service area more than 5%. Section 8M.

Location/Relocation of Facilities

Highlights of Section 2 include:

1. Except in emergency situations, TGS will give the City at least 21 days' notice of the dates, location, and nature of work to be performed in public rights-of-way.
2. Before commencing work, TGS will submit a map or plan identifying where it will be working. The City has 10 days to issue or deny a permit. If the permit is denied the ordinance provides for an appeals process.

3. TGS shall restore the public rights-of-way to a condition equal to or better than they original condition. **NOTE:** If TGS fails to properly restore a worksite, the City may complete the repair and bill the Company. See Section 4.

4. If the City needs for TGS to relocate its pipes or other facilities to accommodate public works, TGS has to relocate the facilities at its expense. However, the City will cooperate with TGS where the Company is eligible for reimbursement. Subsections F and G.

Indemnification

Section 6 provides mutual indemnification, but allows for indemnification by the City “to the extent permissible under law.” The ordinance specifically states that the City has not waived its sovereign immunity. Section 11H.

Assignment

The ordinance permits assignment of the franchise by TGS to an affiliate, but requires approval by the City if assignment is intended for an unaffiliated party. Section 7.

Annexations

TGS shall have 90 days following receipt of notice of annexation to begin collecting and paying franchise fees that include revenues from the new territory. Section 9.

Dispute Resolution

Disputes must be submitted to mediation as a condition precedent to filing a lawsuit. However, either party may seek injunctive or other equitable relief to maintain the status quo pending mediation. Section 10.

Miscellaneous

A miscellaneous section covers items such as designation of individuals for notice, severability and an indication that the ordinance was passed in a meeting of the Council open to the public.

AN ORDINANCE GRANTING TO TEXAS GAS SERVICE COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO USE STREETS, ALLEYS, THOROUGHFARES AND OTHER PUBLIC WAYS TO OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS; PROVIDING REGULATIONS FOR THE CONDUCT OF THE SYSTEM BY THE GRANTEE, AND REPEALING THE PRESENT FRANCHISE ORDINANCE.

SECTION 1. - Grant of Franchise

A. Subject to the terms and conditions of this Franchise Ordinance, the right, privilege and franchise is hereby granted to Texas Gas Service Company, a division of ONEOK, Inc., and to its successors, lessees and assigns (hereinafter "**Company**" or "**Grantee**"), to have, own, acquire, install, construct, reconstruct, operate, maintain, use, and extend a system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances (hereinafter the "**System**") for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public places including any streams, water courses or water ways (hereinafter collectively referred to as "**public ways**") within the city limits of the City of McAllen, Hidalgo County, Texas (the "**City**"), and including any territory that the City may hereafter annex, acquire or purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas through Grantee's System in the City to other cities, towns, communities and areas outside the

City and to inhabitants thereof, for the full term of this Franchise Ordinance. The Franchise Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Gas Utility Regulatory Act, as amended.

B. For purposes of this Franchise Ordinance, **“Transport Gas”** or **“Transported Gas”** shall mean gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s distribution system, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery in the City by Grantee to the user for a fee. The terms and conditions of the transportation arrangement, including but not limited to the point(s) of delivery, point(s) of redelivery, measurement and location of title transfer, shall be as set forth in the contract entered into between Grantee and the transportation customer and/or Grantee’s transportation tariffs on file with the Railroad Commission of Texas or other appropriate regulatory authority.

SECTION 2. - Location of Facilities and Use of Public Ways

A. The mainlines and service pipes of the Company shall be laid in alleys, streets, and avenues, and other public ways, and when in streets and avenues, shall be laid parallel with the curb line thereof, or in such locations as shall be most practical; provided, however, that in no case shall any main be laid less than 18 inches below the established street grade, or if not within a street right-of-way at least 18 inches below the grade of the nearest street, without permission of the City Engineer.

B. The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privilege granted by this Franchise Ordinance, provided the same do not conflict with existing infrastructure in the public ways. Except in the case of an emergency, the Company agrees to give the City reasonable notice (not less than twenty-one (21) calendar days) of the dates, location and nature of all work to be performed on the Company's facilities or System within the public ways or rights of way. This Franchise Ordinance shall constitute a permit to perform all work on existing Company facilities or the System within the public ways or rights of way.

C. Except in the case of an emergency, within the City's full purpose jurisdiction, when the Company desires to lay any new mains hereunder, and before commencing its new construction work, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations it proposes to construct such new pipes and mains. The City Engineer, or other proper authority, shall by written notice, either issue or deny the permit to Company within a reasonable period of time (not to exceed ten (10) calendar days) of submission of required information by Grantee. Approval by the City Engineer, or other proper authority, shall constitute a permit to the Company for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by the Company (the "**Permit**") as shown on the plan. If the City Engineer, or other proper authority, does not respond within ten (10) calendar days, the Permit shall be deemed approved and accepted. In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee in writing of the reasons for the denial and all necessary steps to secure

approval of the Permit. Company shall have the right to immediately appeal the denial of the Permit to the City Manager, and if not determined within five (5) calendar days by the City Manager, the Company may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the Council fails to act on the appeal within twenty-one (21) days, the appeal will be deemed to be denied unless agreed otherwise in writing by the Company and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions. It shall not be necessary for Company to secure a permit for the laying of service pipes from the mainline pipes of the Company to its customers. This Section 2C. shall also apply to all other facilities and equipment of the Company to be constructed or installed on public property within the City's full purpose jurisdiction; provided that Company shall not construct, install or erect any facilities or equipment above ground on any such public property without specific written permission of the City Engineer, or other proper public authority.

D. In the refilling of all openings made by the Company, it shall restore the City public rights-of-way to a condition equal to or better than the original condition, and when the Company shall open any ground in the City rights-of-way, the Company shall open no more space nor keep the space open any longer than is reasonably necessary to properly execute the work for which such space shall have been opened. The Company shall at all times display and keep the necessary danger signals and barricades around all excavations and obstructions, and shall keep sufficient space in good condition for the travel of automobiles, trucks, and other motor vehicles, on at least one side of all excavations and obstructions. The Company shall comply with all

applicable City ordinances, rules and regulations for the repair of cuts and excavations, as are applicable to all other franchisees of the City.

E. The Company shall not install any pipe, line or facility within any park or recreational land, and shall not install any above ground facility on City property, without specific written permission. The Company may petition the Council for permission to cross park lands, and any such permission shall be in the sole discretion of the Council.

F. If City in constructing its sewers, streets, utilities or other public works should require any mains, laterals or other system facilities or equipment located in public ways to be shifted or relocated, such mains, laterals or other facilities or equipment shall be timely shifted or relocated by Company at its own expense as and when required by City.

G. When Company is required by City to remove or relocate its mains, laterals and other facilities to accommodate construction of public ways or other public or City-owned facilities, and Company is eligible for reimbursement under federal, state, county, local or other programs of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company's costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. Any failure by City to notify Company of any application deadlines or to include Company within any reimbursement application hereunder shall not constitute a waiver of Company's rights, if any, to seek available reimbursement under applicable law.

H. Nothing herein shall be construed to prohibit, alter or modify in any way the right of Company to seek or recover its costs and expenses of removal or relocation pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 3. - Effect of Other Ordinances and Agreements

Except as provided in Section 11, Grantee, its successors, lessees or assigns, shall at all times be subject to any Ordinances now in existence, or which may hereafter be passed, not inconsistent herewith. No fee or other charges of any kind shall be imposed upon Grantee, or upon any consumer of gas, for the breaking or opening of any streets or other public ways or for the laying, construction, or maintenance of mainlines, service pipes or other facilities therein except as provided for hereunder. Nothing in this Franchise Ordinance shall be construed in such manner as to in any way abridge the right of the City to pass the necessary police ordinances for the protection of the citizens of the City and their property, and the property of Grantee, as long as such ordinances are not inconsistent with this Franchise Ordinance.

SECTION 4. - Damage to City Properties

Grantee shall use reasonable efforts to avoid permanent damage to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place. If Grantee fails to restore a worksite to a condition better than or equivalent to its condition immediately prior to the initiation of work, the City may complete the appropriate repair and bill Grantee the associated costs. Grantee and City shall exercise reasonable efforts to ensure that any future installations of utilities in City public ways by Grantee, City or other utility providers authorized by City do not unreasonably interfere with any facilities of Grantee, City or other utility providers.

SECTION 5. - Grantee's Rules of Service

Grantee, and its successors and assigns, shall have the right to adopt and enforce such reasonable Rules of Service as it deems necessary for the extension of its facilities, the sale of its natural gas and the prudent conduct of business, provided that such rules are not inconsistent with law or this Franchise Ordinance. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

SECTION 6. - Indemnification

A. Grantee shall indemnify, save, defend, release and hold harmless the City and its officials, officers, employees, and agents for any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims.

B. The City shall indemnify, save and hold harmless Grantee to the extent permissible under law for any and all claims for damages for which the Grantee shall or might become liable to the extent caused by any negligent act or omission of the City or its agents, contractors or subcontractors; provided, however, that in the event of such claim or claims being prosecuted against the Grantee, City shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the Grantee shall give prompt written notice to City of the presentation or prosecution of such claims.

SECTION 7. - Assignment

Grantee herein is expressly given the power and privilege to sell, transfer or assign this Franchise Ordinance, or any part of this Franchise Ordinance, to any person, entity or corporation affiliated with Grantee. Grantee may sell, transfer or assign this Franchise Ordinance to a non-affiliated person, entity or corporation upon approval of the City and such approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 8. - Franchise Fees

As full consideration for the rights and privileges conferred by this Franchise Ordinance, and as a charge for the use of the streets, alleys and public ways, Grantee shall collect from its customers and pay to the City a sum of money, known as the "Franchise Fee," equal to the sum of the following:

- (1) five percent (5%) of Grantee's actual Gross Receipts from Gas Sales and tariffed miscellaneous service charges, Franchise Fees and gross receipts taxes; plus
- (2) five percent (5%) of Grantee's actual Gross Receipts from Gas Transportation; plus
- (3) for the first three thousand (3,000) MCF per month of transportation volumes, four percent (4%) of the Imputed Gas Purchases, as defined in Section 8B; plus
- (4) for transportation volumes in excess of three thousand (3,000) MCF per month, two percent (2%) of the Imputed Gas Purchases.

A. Subject to the other provisions herein, Gross Receipts from Gas Sales shall be defined in accordance with Grantee's tariffs more specifically as Grantee's total

receipts from its gas sales to its customers located within the corporate limits of the City consisting of the following receipts: (i) cost of service and (ii) purchased gas and applicable revenue adjustments. Gross Receipts from Gas Transportation shall be defined in accordance with Grantee's tariffs more specifically as Grantee's total receipts from its transportation of third party gas for re-delivery to customers with re-delivery points located within the corporate limits of the City consisting of its receipts from cost of service. Grantee's Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude: (1) receipts from gas sales or gas transportation services to customers located at delivery points outside the corporate limits of the City, (2) receipts from gas consumed or transported by Grantee for its own use, (3) bad debt or uncollected accounts, (4) receipts collected for gas utility taxes (Chapter 122 of the Texas Utilities Code), (5) receipts for any taxes, assessments, charges or fees of any kind, other than Franchise Fees and gross receipts taxes, (6) receipts for construction advances or contributions in aid of construction, (7) receipts for maintenance of appliances, machinery or equipment, (8) receipts for compensation for damage to Grantee's property, (9) receipts from sales of materials, appliances or equipment, (10) receipts from any non-utility or non-regulated services or products, and (11) receipts for the generation of electricity.

B. Imputed Gas Purchases shall mean the actual volumes of gas transported for customers located within the City of McAllen, multiplied by the Index Price. Imputed Gas Purchases shall be calculated monthly.

C. Index Price shall mean the Houston Ship Channel/Beaumont, Texas "Indexed Price" for large packages as published in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" printed in the first issue of each calendar month (or

other mutually agreeable index) or, if provided by the transportation customer in writing to Grantee prior to the 15th day of the applicable month, the actual per-unit cost to the customer of the delivered purchase price of gas at the point of entry into the City of McAllen for that month.

D. Unless expressly set forth herein, or otherwise provided by law, by accepting this Franchise Ordinance, Grantee does not agree to be responsible for the payment of franchise fees owed to the City by any other entity, corporation or firm. It is expressly agreed and understood by Grantee and the City that the Franchise Fees due herein shall be based upon gas sold to, gas transported for, and Utility Regulated Services provided to its customers located in the City and shall not be based, in any way, upon any other sources of receipts, revenues, contributions, or any other sources of income.

E. During the term of this Franchise Ordinance, Grantee shall collect from its customers and pay the City in July and January for the preceding six months, not including July and January. Grantee shall include with the Franchise Fee payment a statement showing its Gross Receipts from Gas Sales, Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Such statement shall be in a mutually agreeable format. Collection and payment of Franchise Fees shall be final as to both parties unless questioned by written notice provided to the other party within three (3) years after payment thereof has been made.

F. It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the public rights-of-way of the City, including expressly the charge permitted to be levied by V.T.C.A. Tax Code §§ 182.021-182.026 and

182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise, license, easement or occupation taxes, levies, exactions, fees, rentals, street-cut fees, inspection fees, permit fees, franchise fees, or charges of any kind whatsoever which may be levied or attempted to be levied by the City for use of City's rights-of-way, with the sole exception of sales taxes and ad valorem taxes.

G. It is expressly agreed by the City that the Franchise Fees defined in this Franchise Ordinance are a reasonable and necessary operating expense of Grantee and shall be fully recovered by Grantee by collection from its customers in the City, whether asserted retroactively or prospectively, by revising its rate schedules, assessing an additional charge to the monthly bills of its customers within the City, adding an additional charge to the Grantee's purchased gas adjustment clause for the City or in any legal manner determined in Grantee's discretion.

H. The City may, upon reasonable prior written notice and during reasonable business hours, inspect and review the books and records of Grantee to verify the amount of Franchise Fees due. It is understood and agreed that such representative may be an independent agent, assigned by the City Commission to conduct the inspection of Grantee's books and records for the reconciliation of Franchise Fee payments to determine the accuracy thereof.

I. The rights, privileges, and franchises granted by this Franchise Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any

entity providing gas sales or gas transportation service to customers within the City (other than Grantee) is not legally required to pay the same or an equivalent Franchise Fee as required to be collected and paid by Grantee in this Franchise Ordinance, then with respect to gas sales or transportation service to those specific customers, Grantee's Franchise Fee obligation resulting from sales or transportation service to those specific customers may be automatically reduced by Grantee to a level equivalent to the amount the City legally requires to be paid by such other entity.

J. If, for any reason, including unbundling or deregulation of the electrical power utility industry, the City should no longer receive from electric utilities any franchise fees on the energy charge, fuel charge, or transportation/distribution charge, paid by any of Grantee's transportation customers within the City, and if, in Grantee's reasonable judgment, such a customer is likely to engage in fuel switching as a result of the resulting price advantage, then Grantee will not be required to pay franchise fees on Imputed Gas Sales to such customer; provided, however, City shall be notified, in writing, prior to implementation of such a decision by Grantee. If City determines that such a decision by Grantee was not reasonable, Grantee and City shall endeavor to resolve such dispute pursuant to the dispute resolution provisions hereof.

K. The City shall be paid a franchise fee once with respect to the same gas sold and/or transported within the City. Should the City receive or be entitled to receive from any other company, firm, corporation or person a franchise fee or similar street rental fee payment from the transportation and/or sale of the same or equivalent gas, the aggregate amount which the City has received or is entitled to receive with respect to the same or equivalent gas transported and/or sold by Grantee shall be deducted from, and reported with, the Franchise Fee payment to be made to the City by Grantee

hereunder. Among other things, this section is intended to apply to gas purchased by Grantee for resale to its customers within the City and to Transport Gas redelivered by Grantee within the City. Upon request of Grantee, the City agrees to provide Grantee, within a reasonable time of its receipt, with written notice setting forth the amounts of any such franchise fee or other fee received for the use of its streets for the transportation or sale of gas in the City that is ultimately transported or delivered through Grantee's system in the City.

L. It is recognized by the City that the intent of Sections 8(J), 8(K) and 8(L) is to insure that, with respect to Franchise Fees, Grantee is on a level playing field with its competitors so as to avoid unjust discrimination against Grantee.

M. In the event that Company agrees to pay to any other city in its Rio Grande Valley service area franchise fees exceeding five percent (5%) on Gross Receipts from Sales or Gross Receipts from Transportation, the Franchise Fees payable to the City of McAllen shall be increased to match such rates.

N. If Grantee fails to pay when due any payment provided for in this Section, Grantee shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such date until payment is received by City.

SECTION 9. - Annexations by City

The City shall notify Grantee in writing of the annexation of any new territory into its city limits by providing the legal description, maps and any other relevant information such as the GPS/GIS information that highlight the newly annexed territory. Upon receipt of written notice of annexation from the City, Grantee shall have ninety (90) days to begin collecting and paying the Franchise Fee for any revenues received from

Grantee's customers residing in the newly annexed territories. City shall assist Grantee in determining and classifying exemptions from Franchise Fees for Grantee's customers, including providing or requiring written confirmation of the customer's claimed exemption.

SECTION 10. - Dispute Resolution

Resolution of any dispute arising under this Franchise Ordinance between the City and the Grantee, or any of its affiliates shall first be attempted by submitting the dispute to mediation. The dispute shall be submitted to mediation upon the written demand of either party. The mediation shall be held in Travis County, Texas at the location designated by the party demanding the mediation. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party. If an agreement cannot be reached on a mediator within the time period stated herein, each party shall submit the name of a mediator and the selection will be made by chance drawing. The party not making the demand for mediation shall make the blind draw from the names submitted in the presence of the other party. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. Mediation of any dispute shall be a condition precedent to filing a lawsuit, except that nothing herein shall preclude a party from seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

SECTION 11. - Miscellaneous

A. **Conflicting Ordinances.** To the extent that all or any part of any other existing ordinance shall conflict with any provision of this Franchise Ordinance, this Ordinance shall prevail upon passage, adoption, and acceptance of this Ordinance.

B. **Notices.** Any notices required or desired to be given from one party to the other to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY	TEXAS GAS SERVICE COMPANY
City Manager	Texas Gas Service, a Div. of ONEOK, Inc.
City of McAllen	Attn: Legal Department
P.O. Box 220	1301 South Mopac, Suite 400
McAllen, Texas 78505-0220	Austin, Texas 78746

C. **Amendment of Franchise Ordinance.** This Ordinance may not be amended except pursuant to a written instrument signed by both parties.

D. **Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this Ordinance shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Ordinance.

E. No Third Party Beneficiaries. This Ordinance is for the benefit of Texas Gas Service Company, and the City, and not for the benefit of any third party. No provision of this Ordinance shall be construed as creating any third party beneficiaries.

F. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

G. Public Meeting. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

H. Sovereign Immunity. The parties hereto agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Ordinance.

SECTION 12. - Effective Date and Term

This Franchise Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council of the City of McAllen and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of ten (10) years, subject to an automatic five (5) year extension unless either party provides notice to the other of

an intent to terminate the agreement at least ninety (90) days prior to December 31, 2023.

SECTION 13. - Acceptance by Grantee

Grantee shall, within sixty (60) days from the approval of this Franchise Ordinance signed by the Mayor, file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

PASSED and APPROVED by the City Council of McAllen, on this the ____ day of _____, 2013.

CITY OF McALLEN, TEXAS

By: _____
Mayor
City of McAllen, Texas

ATTEST:

By: _____
_____, City Secretary
City of McAllen, Texas

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Texas Gas Service Company on and as of the date thereunder, _____, 2013.

TEXAS GAS SERVICE COMPANY
A Division of ONEOK, Inc.

By: _____
Kari French
Vice President - Operations

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared, Kari French, Vice President - Operations of Texas Gas Service Company, a division of ONEOK, Inc., an Oklahoma corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

Notary Public

CITY OF McALLEN

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
OTHER

X

AGENDA ITEM 4B
DATE SUBMITTED June 4, 2013
MEETING DATE June 10, 2013

- 1. Agenda Item: The McAllen Fire Department is requesting a budget amendment of \$548,296.06 for the purchase of a Pierce Arrow XT Custom Rescue Pumper, Project No. 04-13-P31-01.
2. Parties Making Requests: Purchasing and Contract
3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No
Request authorization to purchase the above referenced equipment as per the attached Price Quotation submitted by the vendor on contract with the Houston/Galveston Area Council (H-GAC), Siddons-Martin Emergency Group, from Houston, TX in the amount of \$548,296.06.
4. Policy Implication: City Commission approval needed.
5. Budgeted: ___ Yes ___X No ___ N/A
Budget Amendment presented for approval. Acct. #678-6382-426-6614
6. Alternate Option/Costs:
7. Routing:

Table with 4 columns: NAME/TITLE YES/NO, INITIAL, DATE, CONCURRENCE. Rows include Mike R. Perez (City Manager), Jerry W. Dale (Finance Director), and Rafael Balderas (Fire Chief).

- 8. Staff Recommendation: Staff recommends approving the budget amendment in order to purchase a Pierce Arrow XT Custom Rescue Pumper.
9. Advisory Board: ___ Approved ___ Disapproved ___ None
10. City Attorney: ___ Approved ___ Disapproved ___ None
11. Manager's Recommendation: ___ Approved ___ Disapproved ___ None
12. PUB's Recommendation: ___ Approved ___ Disapproved ___ None
13. Action Taken:



MEMORANDUM

TO: Mike Perez, City Manager

FROM: Rafael Balderas, Fire Chief

DATE: June 4, 2013

RE: Purchase of Pierce Arrow XT Custom Rescue Pumper – Project No. 04-13-P31-01

Goal:

The McAllen Fire Department is requesting a budget amendment of \$548,296.06 for Account # 04-13-P31-01 General Depreciation in order to purchase a Pierce Arrow XT Custom Rescue Pumper.

BRIEF EXPLANATION OF ITEM(S):

The Departments' front line unit, a 1999 PRCA Pumper, is 14 years old and has met the City's depreciation. Maintenance costs on our aging fleet have caused us to use the entire Vehicle Maintenance line item with some years going in the red. I have requested that the depreciation of our front line units be reduced gradually to 10 years from the current 15 so the Department could maintain safer reliable units needing less maintenance due to breakdowns.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving the budget amendment in order to purchase a Pierce Arrow XT Custom Rescue Pumper.

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2012/2013 EFFECTIVE OCTOBER 1, 2012, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$548,296.00 FOR THE PURCHASE OF A PIERCE ARROW XT CUSTOM RESCUE PUMPER FOR THE FIRE DEPARTMENT.

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2012/2013. Such budget was effective October 1, 2012 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2012/2013 budget but have been received by the governmental body since that date.

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

SECTION I: The Budget for the City of McAllen for the Fiscal Year 2012/2013 which became effective October 1, 2012 as set out in Ordinance 2012-60 adopted on September 24, 2012 is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

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

SECTION V: The City Secretary of the City of McAllen is hereby directed not to

publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

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

CONSIDERED, PASSED and APPROVED this 10th day of June, 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 June, 2013.

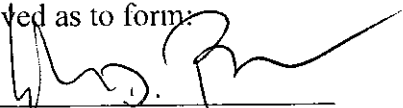
CITY OF McALLEN, TEXAS

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

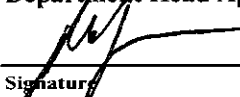
Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debt	Credit	Revised Budget
678	6382	426	6614		GENERAL DEPRECIATION FUND	\$ 879,214	\$ 548,296		\$ 330,918
						\$ -			
TOTALS						\$ 879,214	\$ 548,296	\$ -	\$ 330,918

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION: \$548,296-From General Depreciation Fund line item in order to replace Engine 4/1999 PRCA with a Pierce Arrow

XT Custom Rescue Pumper.

Department Head Approval

 6/3/2013

Signature Date

Finance Department

Signature Date

City Manager

Signature Date

To: Mike R. Perez, City Manager

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

Date: June 3, 2013

Subject: **Budget Amendment to the Sanitation Fund for the purchase of a Chipper Forestry Truck (Brush Department)**

GOAL:

Consideration and approval of a budget amendment to the Sanitation Fund in the amount of \$6,780 for the purchase of a Chipper Forestry Truck for the Brush Department.

BRIEF EXPLANATION:

Public Works in coordination with the Purchasing and Contracting Department solicited bids and is recommending the purchase of one (1) New or Pre-owned Model, Diesel, Crew Cab & Chassis Truck with Chipper Forestry Body from Randall Reed's Prestige Ford of Garland, Texas at a unit cost of \$56,780. The truck was budgeted in the Sanitation Fund in the amount of \$50,000. Therefore, an amendment in the amount of \$6,780 is required to account for the remaining balance.

RECOMMENDATION:

Public Works staff recommends approval of the budget amendment in the amount of \$6,780 to account for the cost related to the Chipper Forestry Truck.

**CITY OF McALLEN
BUDGET AMENDMENT**

REF. NO. _____
To be assigned by Finance Dept. _____

FUND: SANITATION FUND

DEPARTMENT: BRUSH DEPARTMENT

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Beginning/Revised Budget	Debit	Credit	Revised Budget
500	4256	446	66.14		CAPITAL OUTLAY/VEHICLE	\$ 50,000	\$ 6,780		\$ 56,780
									\$ -
									\$ -
500					SANITATION FUND	\$6,966,547		\$ 6,780	6,959,767
TOTALS						\$7,016,547	\$ 6,780	\$ 6,780	\$7,016,547

(Round up all amounts to the nearest hundred dollars)

Justification: Budget Amendment in the amount of \$6,780 for the purpose of funding the purchase of a Chipper Forestry Truck for the Brush Department. The amount budgeted for the truck was \$50,000, however, the total purchase amount is \$56,780. Therefore, an amendment in the amount of \$6,780 is required to account for the remaining balance.

Department Head Approval

Signature _____ Date _____

Finance Department

Signature _____ Date _____

City Manager's approval is necessary for transfers to purchase Capital Outlay.

City Manager

Signature _____ Date _____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2012/2013 EFFECTIVE OCTOBER 1, 2012, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$6,780.00 AS THE REMAINING BALANCE TO PURCHASE A CHIPPER FORESTRY TRUCK FOR THE BRUSH DEPARTMENT.

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2012/2013. Such budget was effective October 1, 2012 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2012/2013 budget but have been received by the governmental body since that date.

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

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SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

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

SECTION V: The City Secretary of the City of McAllen is hereby directed not to

publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

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

CONSIDERED, PASSED and APPROVED this 10th day of June, 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 June, 2013.

CITY OF McALLEN, TEXAS

James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

Approved as to form:

Kevin D. Pagan, City Attorney

Standardized Recommendation Form

City Commission X
Utility Board
Other Board

Agenda Item 4D
Date Submitted 06/03/13
Meeting Date 06/10/13

1. **Agenda Item:** Budget Amendment to the Internal Services Fund for the purpose of funding the Purchase & Installation of a Fuel Tank Upgrade at the Public Works Facility.

2. **Party Making Request:** Public Works Department – Fleet Operations

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Consideration and authorization to amend the Internal Services Fund in the amount of \$2,000.00 to fund the remaining balance of the purchase and installation of the Fuel Tank Upgrade.

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

5. **Budgeted:** X Yes No N/A **Account No:** 670-6002-476-66-30 **Amount:** \$2,000.00

6. **Alternate option/costs:** N/A

7. **Routing:**

	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.)	<u>Carlos A. Sanchez, PE, PW Dir.</u>	<u>CAS</u>	<u>06/03/13</u>	<u>YES</u>
b.)	<u>Wendy Smith, Asst. City Mgr/EMC</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>JW Dale, CPM, Finance Director</u>	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** Staff recommends approval as presented.

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

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

11. **City Manager:** MRP Approved Disapproved None

To: Mike R. Perez, City Manager

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

Date: June 3, 2013

Subject: **Budget Amendment to the Internal Services Fund for the purchase of a Fuel Tank Upgrade (Fleet Operations Department)**

GOAL:

Consideration and approval of a budget amendment in the amount of \$2,000 for the purchase of a Fuel Tank Upgrade for the Fleet Operations Department.

BRIEF EXPLANATION:

Public Works in coordination with the Purchasing and Contracting Department solicited bids and is recommending the purchase of one (1) 8,000 gallon fuel tank and two (2) single hose dispensers to be located at the Public Works Facility from South Texas Pump Inc., from Weslaco, TX at a cost of \$77,000. The Fuel Tank Upgrade was budgeted in the Internal Services Fund in the amount of \$75,000. Therefore, an amendment in the amount of \$2,000 is required to account for the remaining balance.

RECOMMENDATION:

Public Works staff recommends approval of the budget amendment in the amount of \$2,000 to account for the cost related to the Fuel Tank Upgrade.

**CITY OF McALLEN
BUDGET AMENDMENT**

REF. NO. _____
To be assigned by Finance Dept.

FUND: INTERNAL SERVICES FUND

DEPARTMENT: FLEET OPERATIONS

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Beginning/Revised Budget	Debit	Credit	Revised Budget
670	6002	476	66-30		CAPITAL OUTLAY/IMPRV O/T BUILDINGS	\$ 75,000	\$ 2,000		\$ 77,000
									\$ -
									\$ -
670					INTERNAL SERVICES	\$453,367		\$ 2,000	451,367
TOTALS						\$528,367	\$ 2,000	\$ 2,000	\$528,367

(Round up all amounts to the nearest hundred dollars)

<p>Justification: Budget Amendment in the amount of \$2,000 for the purpose of funding the purchase and installation of One (1) 8,000 Gallon Fuel Tank and Two (2) single hose dispensers to be located at the Public Works Facility. The amount budgeted for the fuel tank upgrades was \$75,000, however, the total purchase amount is \$77,000. Therefore, an amendment in the amount of \$2,000 is required to account for the remaining balance.</p>	Department Head Approval	
	Signature	Date
	Finance Department	
	Signature	Date
	City Manager's approval is necessary for transfers to purchase Capital Outlay.	
	City Manager	
	Signature	Date

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2012/2013 EFFECTIVE OCTOBER 1, 2012, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$2,000 AS THE REMAINING BALANCE TO PURCHASE FUEL TANK UPGRADE FOR THE FLEET OPERATIONS DEPARTMENT.

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2012/2013. Such budget was effective October 1, 2012 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2012/2013 budget but have been received by the governmental body since that date.

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

SECTION I: The Budget for the City of McAllen for the Fiscal Year 2012/2013 which became effective October 1, 2012 as set out in Ordinance 2012-60 adopted on September 24, 2012 is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

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

SECTION V: The City Secretary of the City of McAllen is hereby directed not to

publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

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

CONSIDERED, PASSED and APPROVED this 10th day of June, 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 June, 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
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION _____ X _____
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____ 5 _____
DATE SUBMITTED _____ 06/04/2013 _____
MEETING DATE _____ 06/10/2013 _____

1. **Agenda Item:** _____ Variance Request _____

2. **Party Making Request:** _____ Asael & Nelva Guerra _____

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

Variance Request to Not Require the Subdivision Process at the West 117 ft. of the East 488 ft. of a resubdivision of the North 10 acres of the South 20 acres of the combined Block 2 and Lot 11, Block 4, M & M Subdivision; 2925 Valcosta Sr.

4. **Policy Implication:** _____ Section 134-5 of the 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)	Julianne R. Rankin, Planning Director	JRR	6/4/13	No
b)	_____	_____	_____	_____

8. **Staff's Recommendation:** _____ Staff recommends compliance with Section 134-5 of the Subdivision Ordinance. _____

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

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

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

Memo

TO: Mike R. Perez, City Manager

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

J.R.R.

DATE: June 3, 2013

SUBJECT: REQUEST FOR VARIANCE T O NOT REQUIRE THE SUBDIVISION PROCESS AT THE WEST 117 FT. OF THE EAST 488 F T. OF A RESUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF TH E COMBINED BLOCK 2 AND LOT 11, BLOCK 4, M & M SUBDIVISION; 2925 VALCOSTA SR.

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 on the south side of Valcosta Sr., approximately 370 ft. west of N. 29th Street. The tract consists of 0.674 of an acre with 117 ft. of frontage along an approximate 20 ft. private roadway easement, identified as Valcosta Sr. with a depth of 251 ft. The tract does not have frontage on 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; however, no City records were found as to submittal of a plat application for processing. The 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. The tracts front on what appears to be a 20 ft. wide unpaved, private drive along the front of the tracts.

The property owners, Asael & Nelva Guerra purchased this tract in July 2012 and are proposing to construct 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. The property owners are proposing to install a septic system for the proposed home. They have submitted a letter indicating that the site can accommodate the proposed septic system. Water services to the proposed residence will be from an existing SWSC line for which the owners submitted a letter of approval. However, no hydrants, drainage improvements, street improvements or other city infrastructure improvements exist.

Mr. & Ms. Guerra are 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 owners would 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.
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 compliance with Section 134-5 of the Subdivision Ordinance.

ASael GUERRA

627 Santa Ana
Edinburg, Texas 78541

207-9720 Asael
463-8862 Nelva

May 22, 2013

CITY OF McALLEN

Planning Department
P.O. Box 220, 78505-0220
1300 Houston Avenue
McAllen, TX 78501

Attn: Ms. Julianne R. Rankin, FAICP
Director of Planning

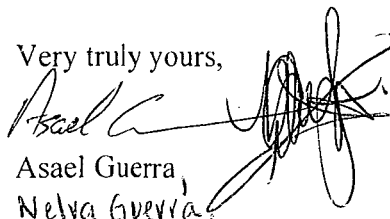
Dear Ms. Rankin,

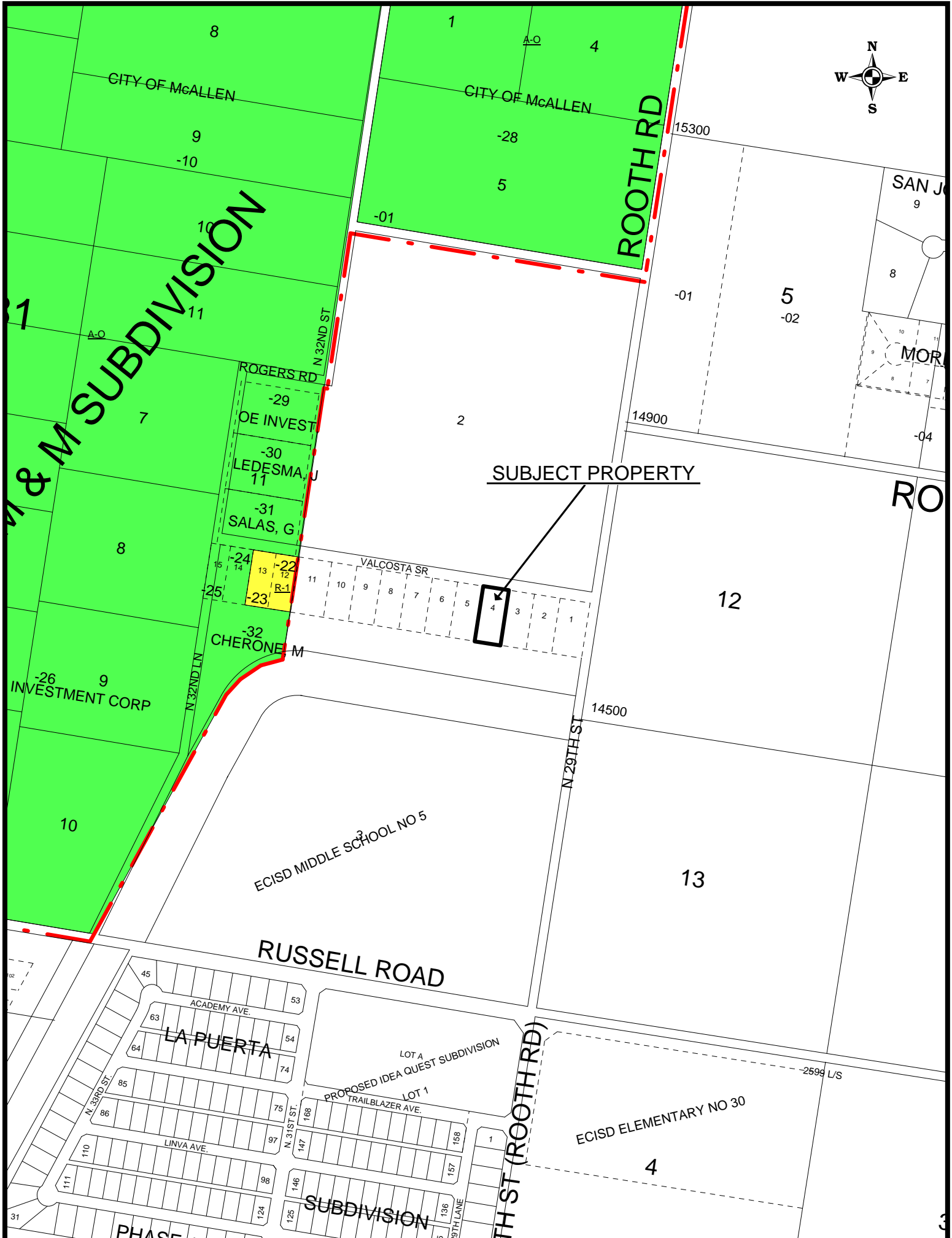
On or about **July 25, 2012**, my wife and I purchased a tract of land being described as The **West 117 feet** of the **East 488 feet** of a re-subdivision of the **North 10 acres** of the **South 20 acres** of combined **Block 2** and **Lot 11, Block 4, M. AND M. SUBDIVISION**, Hidalgo County, Texas, according to the **Map** thereof recorded in **Volume 8, Page 20, Map Records**, Hidalgo County, Texas.

We are kindly requesting that we be given a **variance as to the Subdivision Plat requirement** in order that we may proceed with the construction of our house. We understand that the City of McAllen has certain requirements and therefore we kindly ask of your consideration.

We are aware, and in agreement with the maintenance of the road running along the North boundary line of said property as reflected in the **Deed Restrictions for The North 10 acres** of the **South 10 acres** of combined **Block 2** and **Lot 11 of Block 4, M & M Subdivision**, recorded in **Volume 8, Page 20, Map Records**, Hidalgo County, Texas.

Very truly yours,


Asael Guerra,
Nelva Guerra



SUBJECT PROPERTY

M & M SUBDIVISION

ROTH RD

RUSSELL ROAD

LA PUERTA

LOT A
PROPOSED IDEA QUEST SUBDIVISION

LOT 1
TRAILBLAZER AVE.

SUBDIVISION

TH ST (ROTH RD)

SAN J
9

MOR

RO

ECISD MIDDLE SCHOOL NO 5

ECISD ELEMENTARY NO 30

5
-02

12

13

4

15300

14900

14500

-2599 L/S

CITY OF McALLEN

CITY OF McALLEN

A-O

ROGERS RD

DE INVEST

-30
LEDESMA, J

-31
SALAS, G

-24
-22
-23
R-1

-32
CHERONE M

VALCOSTA SR

N 32ND LN

N 29TH ST

N 31ST ST

N 33RD ST

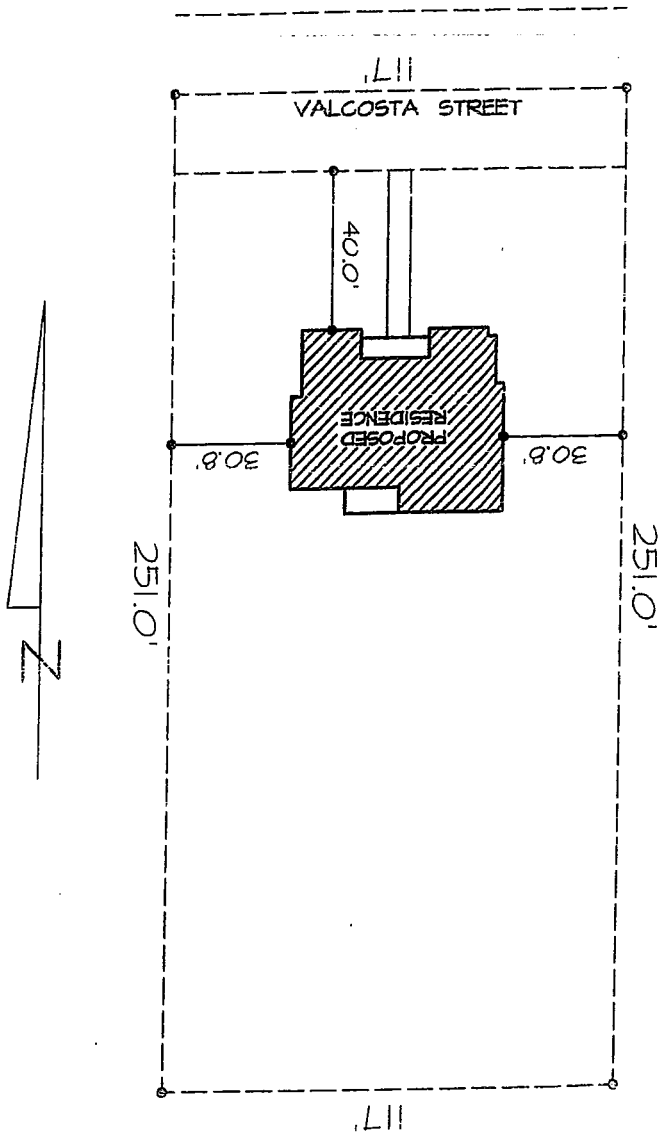
LINVA AVE

TRAILBLAZER AVE

ACADEMY AVE

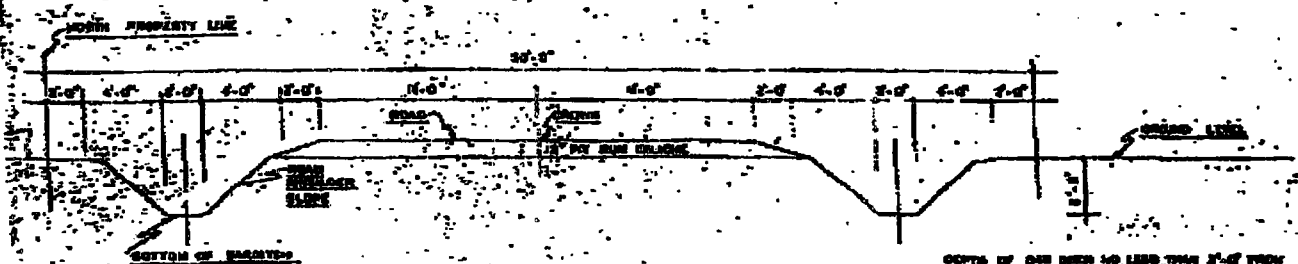
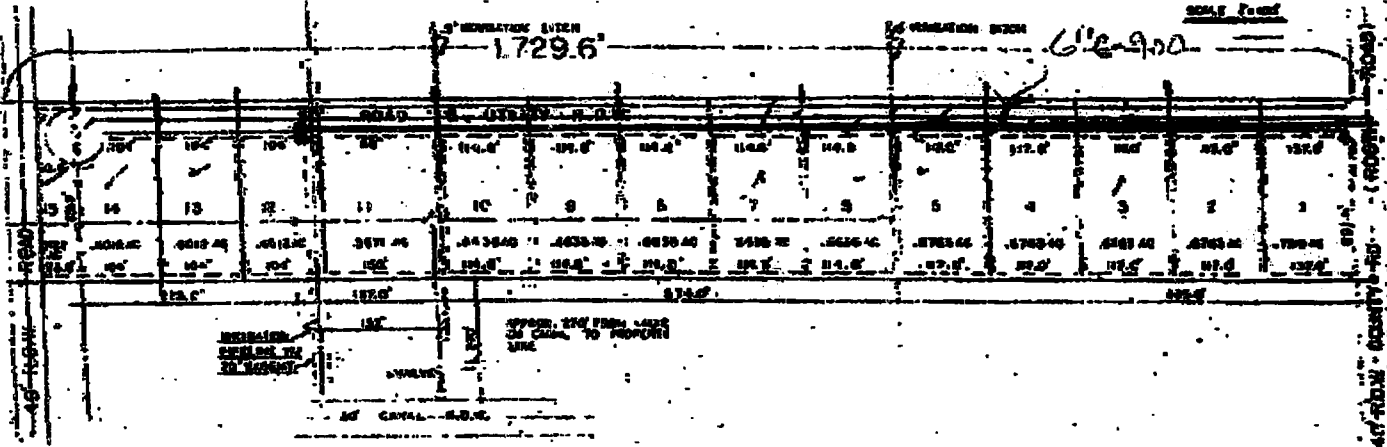
PHASE

9TH LANE

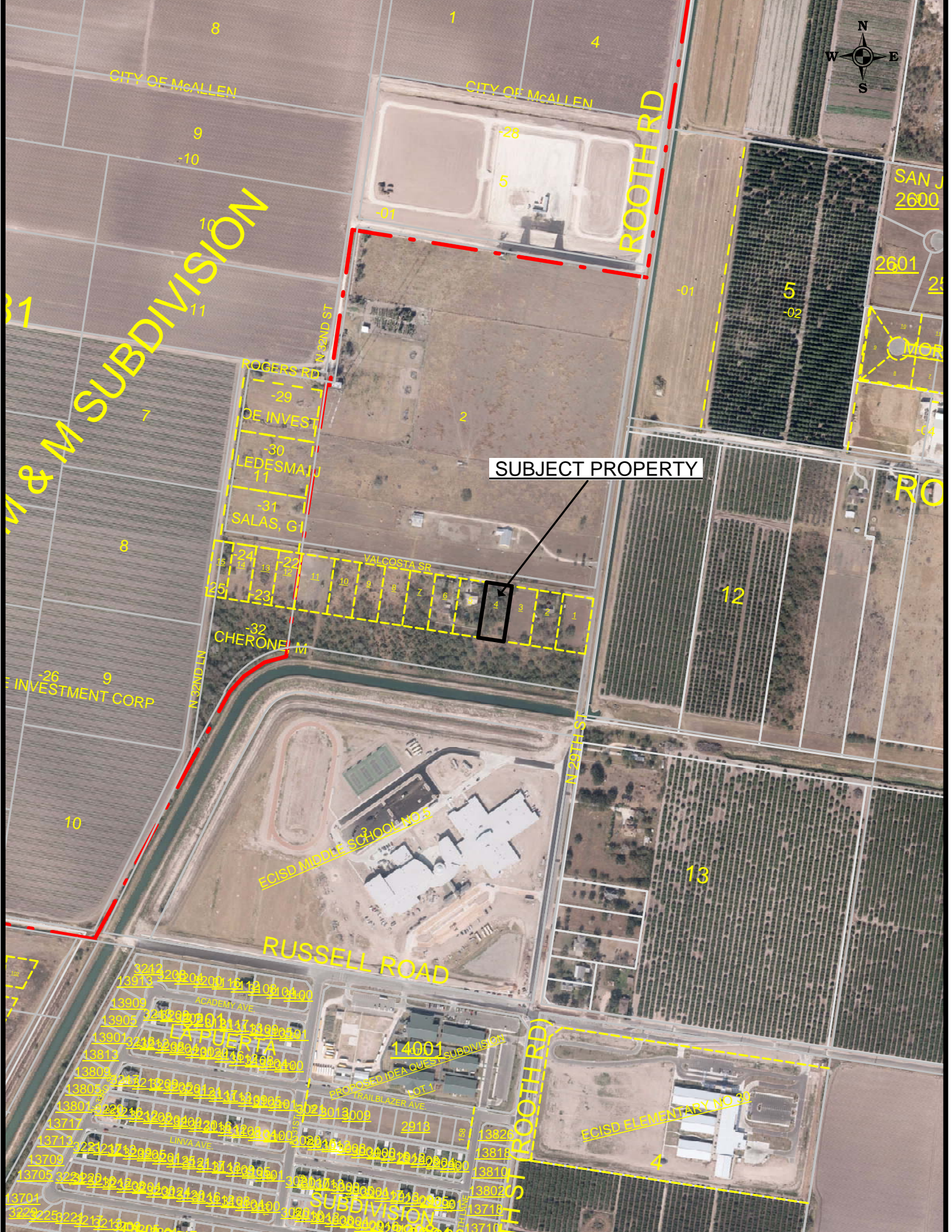


A 0.674 ACRE TRACT OF LAND OUT OF BLOCK 2 AND LOT 11
 BLOCK 4, M AND M SUBDIVISION, HIDALGO COUNTY, TEXAS

THE NORTH 10.0 AC OF THE SOUTH 20.0 AC
OF LOT 11, BLOCK 4 & BLOCK 2,
M & M SUB - SECTION 23,
TEXAS - MEXICAN RAILWAY COMPANY SURVEY,
HORLGO COUNTY, TEXAS.



COURTNEY PALMS



M & M SUBDIVISION

ROOTH RD

SUBJECT PROPERTY

CITY OF McALLEN

CITY OF McALLEN

SAN J 2600

2601

RO

INVESTMENT CORP

10

ECISD MIDDLE SCHOOL NO 5

RUSSELL ROAD

14001

LA PUERTA

PROSPECTOR BLAZER AVE

ROOTH RD

ECISD ELEMENTARY NO 30

SUBDIVISION

13701

13705

13717

13801

13802

13803

13804

13805

13806

13807

13808

13809

13704

13706

13718

13801

13802

13803

13804

13805

13806

13807

13808

13809



SPEED
LIMIT
40





CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM _____ **6A** _____
 DATE SUBMITTED _____ **06.04.13** _____
 MEETING DATE _____ **06.10.13** _____

1 Agenda Item: Authorization to submit an FTA Grant for the construction of a Downtown Trolley Park & Ride.

2 Party Making Request: Transit Department


3 Nature of Request: (Brief Overview) Attachments: X Yes ___ No
The Transit Department requests authorization to submit an FTA Grant for the construction of a Downtown Trolley Park & Ride. Estimated construction costs are \$231,996 of which \$185,596 is reimbursable through the FTA Grant. The total local match for this project is \$46,400.

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

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Elizabeth Suarez</u> Transit Director		<u>6/4/2013</u>	<u>YES</u>
b) _____	_____	_____	_____

8 Staff Recommendation: Authorize submittal of FTA Grant for the construction of the Downtown Trolley Park & Ride.

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: _____

MEMO

TO: Mike R. Perez, City Manager

FROM: Elizabeth Suarez, Transit Director 

DATE: June 04, 2013

SUBJECT: FTA Grant for Downtown Trolley Park & Ride

- **Goal** – Maximize use of the Downtown Trolley Route and address parking needs for downtown employees and patrons.

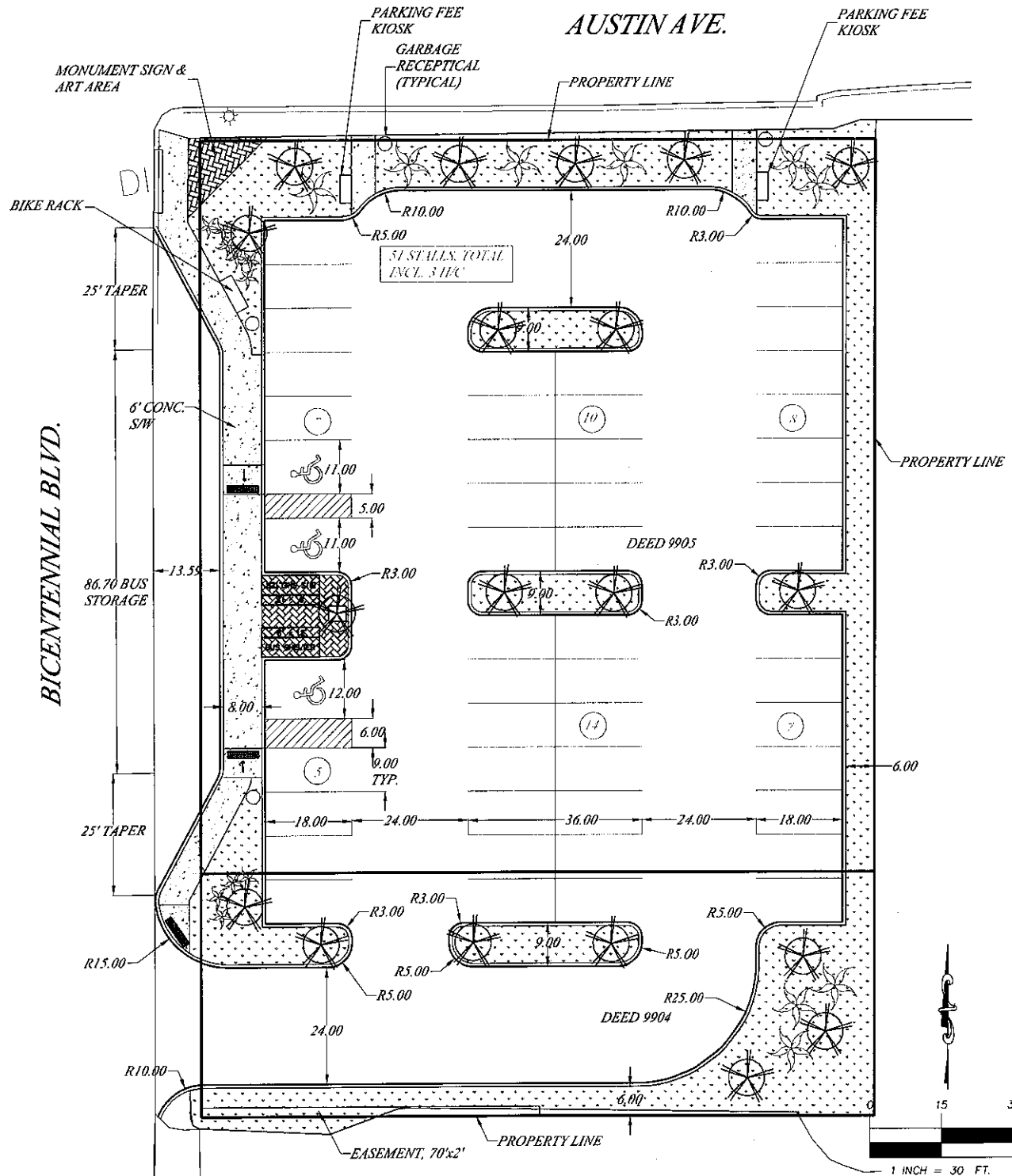
- **Brief explanation of item** – The Transit Department recommends authorization to submit an FTA Grant for the construction of a Downtown Trolley Park & Ride. The proposed project will cost an estimated \$231,996 of which 80% is reimbursable by the FTA Grant. This project will add approximately 51 parking spaces to the downtown area while incorporating a designated trolley stop. The parking lot is located at the corner of Austin and Bicentennial, and is a prime location for a major trolley stop that will include seating, shelter, a pull-out bay, and lighting. Staff recommends utilizing the lot for decal parking during the day. Additionally, the lot will remain free and open to the public during day and evening hours.

- **Options**
 - **Option 1** – Approve the submittal of an FTA Grant for the construction of the Downtown Trolley Park & Ride.

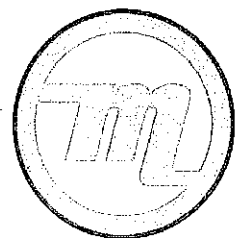
 - **Option 2** – Approve the submittal of an FTA Grant and disapprove the construction of the project.

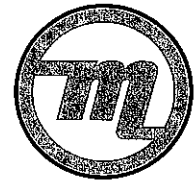
 - **Option 3** – Postpone the submittal of the FTA Grant pending modifications to the intended use or proposed design of the project.

- **Recommendation** - The Transit Department recommends the submittal of the FTA Grant.



CITY OF McALLEN
DOWNTOWN TROLLEY PARK & RIDE
CONCEPT PLAN - MAY 22, 2013





ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT NAME: Downtown Trolley Park & Ride
 Austin Ave and Bicentennial Blvd

Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost
101	1 1/2" MILLING EXISTING ASPHALT PAVEMENT	SY	2,975	\$ 5.00	\$ 14,874.44
102	DEMO EXIST. PAVEMENT (CONCRETE & ASPHALT)	SY	268	\$ 12.00	\$ 3,212.00
103	2" HMAC, TYPE 'D' LIMESTONE AGGREGATE, COMPLETE IN PLACE	SY	2,458	\$ 13.00	\$ 31,954.00
104	8" COMPACTED FLEXIBLE BASE, COMPLETE IN PLACE	SY	2,458	\$ 9.00	\$ 22,122.00
105	6" COMPACTED SUBGRADE W/3% LIME STABILIZATION BY WEIGHT, COMPLETE IN PLACE	SY	2,458	\$ 6.00	\$ 14,748.00
106	6" REINFORCED CONCRETE APRON, COMPLETE IN PLACE	SY	148	\$ 50.00	\$ 7,400.00
107	2' WIDE CONCRETE VALLEY GUTTER, COMPLETE IN PLACE		165	\$ 10.00	\$ 1,650.00
108	REMOVE CURB & GUTTER	LF	50	\$ 12.00	\$ 600.00
109	6" RAISED CURB	LF	955	\$ 10.00	\$ 9,550.00
110	4" THICK SIDEWALK, COMPLETE IN PLACE	SF	1,895	\$ 4.00	\$ 7,580.00
111	ADA COMPLIANT RAMPS, ALL TYPES, COMPLETE IN PLACE	EA	5	\$ 1,000.00	\$ 5,000.00
112	PAVEMENT MARKINGS/SIGNAGE, COMPLETE IN PLACE	LS	1	\$ 2,000.00	\$ 2,000.00
113	CONCRETE WHEEL STOPS, COMPLETE IN PLACE	EA	27	\$ 450.00	\$ 12,150.00
114	STRIPPING	LS	1	\$ 3,000.00	\$ 3,000.00
115	EXCAVATION AND GRADING	CY	500	\$ 3.00	\$ 1,500.00
116	LANDSCAPING	LS	1	\$ 15,000.00	\$ 15,000.00
117	IRRIGATION	LS	1	\$ 15,000.00	\$ 15,000.00
118	ART	LS	1	\$ 3,500.00	\$ 3,500.00
119	LIGHTING	LS	1	\$ 10,000.00	\$ 10,000.00
120	TRAFFIC CONTROL DEVICES	LS	1	\$ 1,000.00	\$ 1,000.00
121	PROVIDE & INSTALL EROSION CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
122	PARKING KIOSK	EA	2	\$ 15,000.00	\$ 30,000.00
Subtotal					\$ 212,840.44
201	Surveying	LS	3%		\$ 6,385.21
202	Geotech Investig.	LS	3%		\$ 6,385.21
203	Const. Matls Testing	LS	3%		\$ 6,385.21
PROJECT TOTAL					\$ 231,996.08

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION

 X

AGENDA ITEM

 6B

UTILITY BOARD

DATE SUBMITTED

 06/05/2013

PLANNING & ZONING BOARD

MEETING DATE

 06/10/2013

OTHER

1 Agenda Item: Advisory Board Appointments.

2 Party Making Request: Annette Villarreal, City Secretary

3 Nature of Request: (Brief Overview) Attachments: Yes X No
 Consider appointments to the various boards. Will be sent out under separate cover.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

Bid Amount: _____
Under Budget: _____

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
-------------------	-----------------	-------------	-------------------------------------

a) _____

b) _____

8 Staff Recommendation: Appointments be made.

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved MRP None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 6C
06/05/2013
06/10/2013

1 Agenda Item: FUTURE AGENDA ITEMS

2 Party Making Request: Mike R. Perez, City Manager

3 Nature of Request: (Brief Overview) Attachments: Yes X No
City Manager will report on Future Agenda Items.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved MRP None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 7 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>06/05/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>06/10/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Discussion regarding Rio Grande Water Authority program re: the Mexico-US Treaty

2 Party Making Request: _____

3 Nature of Request: (Brief Overview) Attachments: Yes X No
Report by Mayor Darling.

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) _____	<u> </u>	<u> </u>	<u> </u>
b) _____	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: None.

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved MRP None

CITY OF MCALLEN
STANDARD RECOMMENDATION FORM

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

AGENDA ITEM Item 8
DATE SUBMITTED 6/05/13
MEETING DATE 6/10/13

1. Agenda Item: TABLED ITEM: Award Contract for Food and Beverage Concession at the McAllen International Airport.
2. Party Making Request: DEPARTMENT OF AVIATION PKB
3. Nature of Request: (Brief Overview) Attachments: _____ X _____ Yes 15 _____ No

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

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

If over budget, how will it be paid for: _____

6. Alternate option/costs:
7. Routing:
- | <u>NAME/TITLE</u> | <u>INITIAL</u> | <u>DATE</u> | <u>CONCURRENCE</u>
<u>YES/NO</u> |
|------------------------------------|----------------|-------------|-------------------------------------|
| Brent Branham, Deputy City Manager | _____ | _____ | _____ |

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

9. Advisory Board: X Approved _____ Disapproved _____ None

10. City Attorney: IP Approved _____ Disapproved _____ None

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


12. Action Taken: _____
Kristi Taylor-Salinas, 681-1528



Department of Aviation MEMO

To: Mike R. Perez, City Manager

Thru: Brent Branham, Deputy City Manager

From: Philip K. Brown, Director of Aviat. 

Date: May 21, 2013

Subject: **AIRPORT FOOD AND BEVERAGE CONCESSION**

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

The Department of Aviation received three responses:

Respondent	Venues Proposed	Requested Amount from DOA	Respondent's Proposed Contribution
D&M Coffee Co. Inc (Coffee Zone)	Pre-security F&B Post-security coffee	\$224,343.00	\$102,000.00
Weslaco Subs dba Subway	Pre-security F&B Post-security F&B	\$200,000.00	\$54,000.00
American Food and Beverage (current concessionaire)	Post-security F&B Alcoholic beverage bar	\$390,000.00	NONE

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

Airport Food and Beverage Concession

During the interviews, both concessionaires expressed a concern regarding multiple venues and the ability to succeed if the airport market is saturated. Upon completion of the interviews, the committee agreed that D&M Coffee Co. Inc. was the respondent that could best provide an array of food and beverage options available to the traveling public, including hot and cold coffee, tea and specialty drinks, an expanded breakfast menu, and a variety of sandwiches, salads, and entrees for the traveling public.

Staff and the Chairman of the Airport Advisory Board made an onsite visit to Coffee Zone to discuss potential modifications to their proposal, as well as terms and conditions of a proposed agreement. D&M Coffee Co. Inc. indicated willingness to operate the entire food and beverage concession, including a post security bar, because of the potential of reducing estimated revenues with multiple vendors.

However, at this meeting Coffee Zone proposed that the airport reimburse the cost of fixtures and equipment (F&E) in addition to construction costs. In their proposal, D&M Coffee (Coffee Zone) proposed to invest \$102,000 in Fixtures and Equipment. Funding the construction and F&E, would provide for the Department of Aviation to own the assets and would not be obligated to amortize them in the event that the concessionaire doesn't complete its obligations. In addition, the City retains more flexibility to consider other options when the first five years of the contract is complete.

Considering the construction costs estimated by the responders for all of the venues, it is estimated that construction costs would be \$444,343 and F&E costs would be \$102,000. Funding is available within the Terminal Expansion Budget to pay for these costs. Provisions of the contract would require D&M Coffee Co. Inc. to pay for the construction and equipment up front and seek reimbursement upon proof of payment. Staff is studying the concession locations to find some cost saving opportunities and will be reviewing these options with the Committee of the City Commission.

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

- Non-exclusive food and beverage agreement with a five year term and two five year options to renew
- Department of Aviation receives 10% of gross receipts on all food and beverage items
- Department of Aviation receives 15% of gross receipts on all alcoholic beverages
- Department of Aviation contributes no more than \$600,000 (estimate \$546,343) for construction of the concession space (includes design, construction, furnishings, fixtures and equipment). This amount will be reimbursed to the concessionaire upon receipt of certified pay applications and receipt of paid invoices for equipment.

Estimated revenue for the first year of the concession agreement is \$66,000.00

Staff recommends awarding the food and beverage concession contract to D&M Coffee Co. Inc. Staff also recommends that the City Commission consider funding F&E not to exceed \$102,000 as part of the project costs.

Please let me know if you need any additional information.

Food and Beverage Concession Proposal Comparison

	VENUES PROPOSED					Capital Investment Requested of City	Concessionaire's Proposed Capital Investment	Proposed Payment to City	Estimated Payment to City Based on Revenue Projections	*Negotiated Investment	Negotiated Return to City
	Pre-Security Kiosk	Post Security Gourmet Coffee Bar	Post Security Quick Service Venue #1	Post Security Quick Service Venue #2	Post Security Bar						
D&M Coffee Co. Inc.	Yes	Yes	No	No	No	\$ 224,343.00	\$ 102,000.00	MAG \$27,000 OR 10% Gross Receipts	\$ 48,000.00	Construction \$444,343 and F & E \$102,000	10% gross receipts for food and beverage plus 15% on alcoholic beverages. Return to City \$66,000/1st year
Welsaco Subs dba Subway	Yes	No	Yes	No	No	\$ 200,000.00	\$ 54,000.00	MAG \$27,000 PLUS 10% Gross Receipts above sales of \$800K	\$ 27,000.00	Not considered	
American Food & Beverages	No	No	Yes	No	Yes	\$ 320,000.00	None	MAG \$33,000 OR 7% food and beverage and 10% alcoholic beverages	\$ 50,000.00	Not considered	

STAFF RECOMMENDATION: Award a non-exclusive food and beverage concession agreement to D&M Coffee Co. Inc.; City to reimburse construction and F & E in an amount not to exceed \$600,000. D&M Coffee Co. Inc. to pay to City 10% of gross receipts on food and beverage plus 15% on alcoholic beverages.

* Considers estimated construction costs for a combination of all 5 proposed venues.

Evaluation Committee Members:

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

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

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

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

RECITALS

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

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

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

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

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

Article I
Premises

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

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

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

Article II
Term of Agreement

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

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

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

ARTICLE III
Financial Consideration Paid To City

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

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

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

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

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

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

Article IV **Concession Rights and Uses Granted**

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

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

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

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

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

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

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

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

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

Article V

Rights and Privileges Reserved By City

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

Article VI

Obligations of Concessionaire

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VII

Maintenance of Concessionaire's Premises

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

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

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

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

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

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

Article VIII
Services To Be Performed By City

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

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

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

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

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

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

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

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

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

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

- d. **Books and Records.**

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

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

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

f. **Additional Fees and Charges.**

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

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

Article X
Indemnity

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

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

Article XI **Insurance**

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

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

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

Article XII

Financial Guarantee

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

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

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

Article XIII **Nondiscrimination**

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

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

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

Article XIV **Affirmative Action**

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

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

Article XV **Disadvantaged Business Development**

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

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

Article XVI
Eminent Domain

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

Article XVII
Untenantable Premises

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

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

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

Article XVIII **Assignment and Subletting**

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

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

Article XIX
Termination of Agreement

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

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

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

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

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

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

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

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

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

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

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

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

Article XX **Continuity of Operations**

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

Article XXI **Waiver**

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

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

Article XXII
Interpretation of Agreement, Venue and Applicable Law

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

Article XXIII
Notices

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

When to CITY:

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

When to CONCESSIONAIRE:

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

Article XXIV
Airport Security

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

Article XXV
Governmental Rights

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

Article XXVI
Paragraph Headings

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

Article XXVII
Force Majeure

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

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

Article XXVIII
Familiarity and Compliance with Terms

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

Article XXIX
Entire Agreement/Amendment

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

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

CITY OF McAllen

By: _____
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal, City Secretary

D&M Coffee Co. Inc.

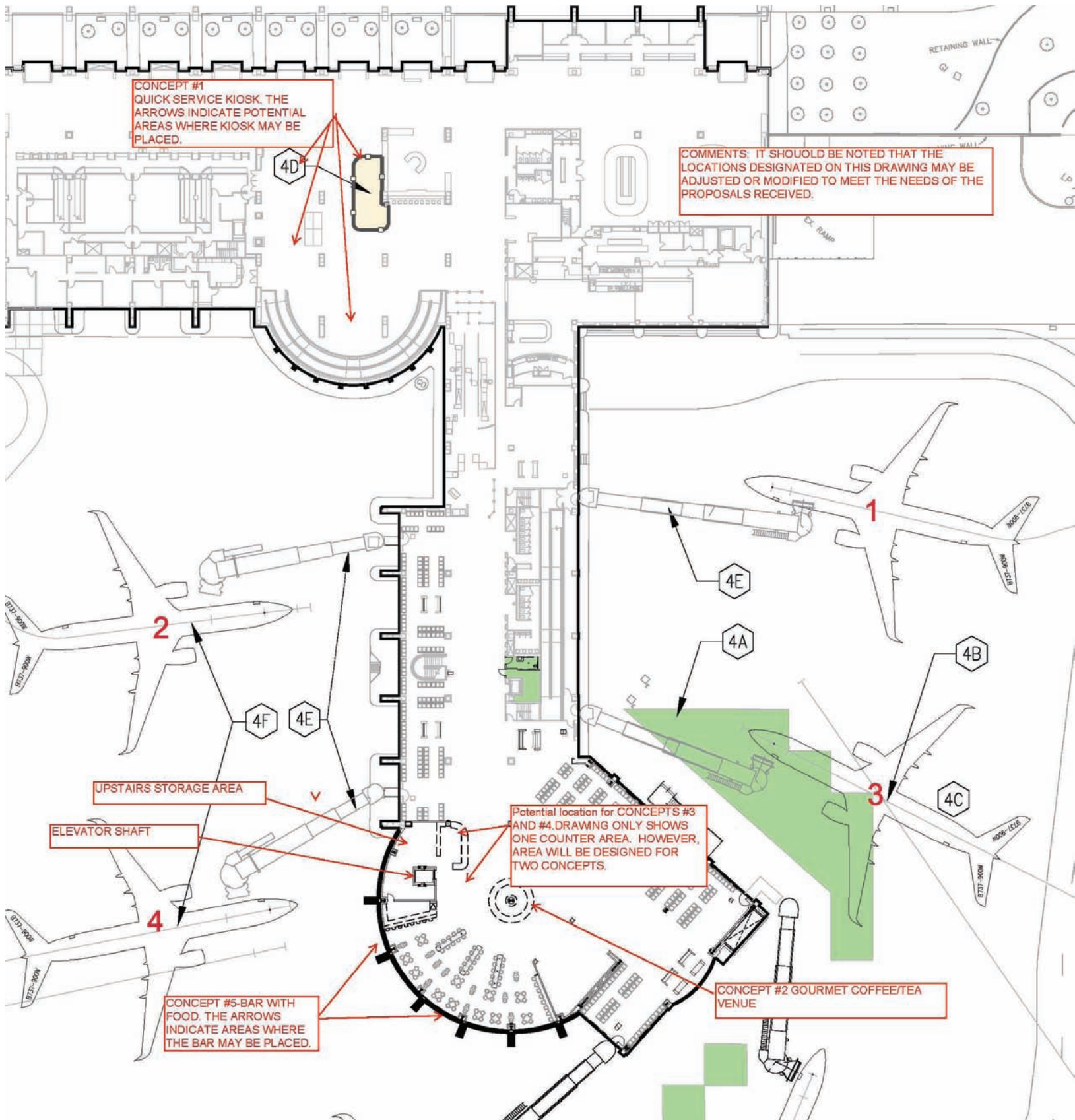
By: _____
Mike Cochran, Owner

By: _____
Deanna Cochran, Owner

Approved as to form:

Kevin Pagan, City Attorney

EXHIBIT B-SPACE AVAILABILITY



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

4D

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

1

2

4F

4E

4E

4A

4B

4C

UPSTAIRS STORAGE AREA

ELEVATOR SHAFT

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

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

CONCEPT #2 GOURMET COFFEE/TEA
VENUE

4

EXHIBIT B-SPACE AVAILABILITY LOWER LEVEL STORAGE

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

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

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

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

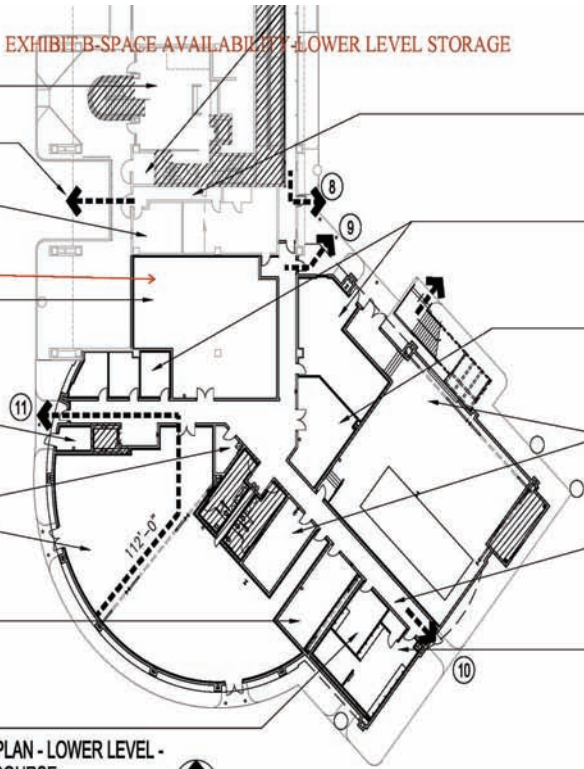
SHELL & JANITOR
USE GROUP: S-2
4,473 SF / 300 GSF PER OCC.
15 OCCUPANTS

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

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

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

EXIT 8 FROM UPPER LEVEL, SEE SHEET LS.0.21



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

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

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

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

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

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

CODE COMPLIANCE PLAN - LOWER LEVEL - TERMINAL AND CONCOURSE



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



FULL SIZE =

 SCALE: 1" = 20'-0"

D & M COFFEE CO., INC.

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

March 27, 2013

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

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

Dear Mr. Perez:

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

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

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

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

Sincerely yours,



Michael B. Cochran



Deanna M. Cochran

Owners, D & M Coffee Co., Inc.

D&M COFFEE CO., INC.

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

Company Contact Information

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

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

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

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

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

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

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

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

D&M COFFEE CO., INC.

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

Executive Summary

Mike & Deanna Cochran, Co-Owners, Coffee Zone

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

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

The first phase: planning and building.

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

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

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

Phase two: It begins.

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

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

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

We have identified some key issues:

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

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

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

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

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

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

D&M COFFEE CO., INC.

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

Construction Project Management

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

For architecture / design, we are working with:

Milnet Architectural Services

608 S. 12th St.

McAllen, TX 78501

Ph: 956-688-5656

Fax: 956-687-9289

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

For construction, we have selected:

All Pro Contractors, Inc.

Richard Daughtry, President

2016 Orchid Avenue

McAllen, TX 78504

Ph: 956-971-9688

Fax: 956-971-9626

E-mail: allprocontractor@gmail.com

The project manager for this project is David McEver.

His cell number is: 956-309-4730

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

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

Office: 956-971-9688

Fax: 956-971-9626

Mobile: 956-309-4780

Summary: Over 44 years of hands-on experience in the construction business, working on projects for government, school districts, and private companies. Projects have varied from single unit residential construction, high-rise city-center buildings, to prisons and schools. Job responsibilities have varied from company sales rep to sub-contract manager, construction superintendent and engineering work to estimator and manager of mid-size to large projects.

Work history:

All Pro Contractors – Estimator and Project Manager	Present
Williamson Construction – Pharr Texas, - Superintendent	1996 - 2003
Primary projects: Schools, Banks, Warehouses & State Building Project in Paris, TX	
Faulkner Construction – Austin, Texas -	1991 – 1996
Worked as Field Engineer and Civil Engineer on Prisons throughout Texas	
Daton Construction – San Antonio, Texas	1985 – 1990
Owner / Operator, completing subcontract work for Spawglass, Lyda Construction and Ray Ellison Homes	
HBF Construction, Inc. – Midland, Texas	1979 – 1985
Superintendent of construction for four years completing office buildings including up to nine-story high rise buildings.	
Appointed Company Representative in 1983	
Oasis Builders – Kermit Texas	1969-1976
Superintendent of construction on Schools throughout West Texas.	
Completed projects for NASA in Fort Davis, Texas	

Home address:

24845 Uncle Peters RD.

Lyford, TX 78569

D&M COFFEE CO., INC.

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

Company Profile D & M Coffee Co., Inc., dba Coffee Zone

In 1995, D & M Coffee Co., Inc. was formed as a Texas Corporation by Michael B. and Deanna M. Cochran. We are equal and sole shareholders of this corporation with Mike as the President and Deanna as the secretary of the corporation.

About us...

We have lived in the Rio Grande Valley since 1995 when we moved here from Houston to open the Gloria Jean's Coffee store in La Plaza Mall. We have been married for 42 years, and we have two children and two grandchildren here in the Rio Grande Valley.

Until we moved to McAllen, Mike's career was as an engineer maintaining main-frame computer systems for various large businesses, and in later years, as General Manager of accounts in the Houston area. Managing multiple sites and commuting to corporate gave Mike an opportunity to experience airports first-hand.

I (Deanna) worked initially in clinical practice as an RN, but for over 25 years, I was involved in operations management and business development for large healthcare corporations, continuing after we moved to McAllen to work for Columbia HCA completing mergers and acquisitions of healthcare companies until I resigned to work in our own family business. As a constant air traveler, I have seen and utilized airport services from coast to coast and border to border and beyond.

Both of us experienced corporate buy-outs and mergers at various times, and we had always had a mutual goal of owning our own business. Thus...

The history of our business...

Gloria Jean's Coffees opened in October, 1995 in La Plaza Mall and is still in operation today – often enjoying the Number One position of sales within the Franchise organization. Gloria Jean's is our only Franchise operation. We also operated two small "cart" business in La Plaza for about two years – "Totally Nuts" and "The Cartoons Company."

In 1998, we opened an espresso bar and deli café in the tower lobby of then Texas State Bank at 10th and Nolana, called Liquid Assets. In addition to operating Liquid Assets, we were contracted to manage the private executive dining facility and commercial kitchen on the top floor of the building. For thirteen years, we operated the café and hosted countless events at the bank and elsewhere for every type of function – casual to very formal, small to very large. We employed chefs and staff who were responsible for creating meals and service that was to be unparalleled in the area. We opted to terminate our services with the bank in 2011; we enjoy excellent

relationships with the executives that were recipients of our services for many years, and still cater for BBVA Compass.

Coffee Zone was “born” in 1999, when we opened an espresso bar and deli by Copy Zone in the NorthCross Shopping Center at 10th and Nolana. We were asked to provide a service for people coming into the adjacent Copy Zone, and to provide a “draw” for individuals wanting a place to meet, eat, and work. Our original Coffee Zone provided gourmet espresso drinks, other beverages and primarily light food and dessert menu items. The business was very successful and a “destination” location for loyal customers until the over-crowded parking lot made it very difficult to do business in that location, so we decided to move the operation to a more suitable location.

Coffee Zone Edinburg opened in 2001. We planned to offer light food and a pleasant atmosphere in addition to offering traditional “espresso bar” beverages and desserts. The success of our Edinburg location was such that in 2003, we decided to double our space, add to our offerings, and we also had begun to do far more catering than we had originally thought we would do. We are very pleased that this location has continued to show substantial growth year after year. We provide breakfast, lunch and dinner six days a week (closed Sunday) with dine-in and drive-thru service. The commercial kitchen in this location serves as our “central” kitchen. We employ baristas, servers, bakers, warehouse and office staff.

In 2011, we opened Coffee Zone McAllen on the first floor of the Neuhaus Tower at 200 S. 10th Street. This location serves the building population as well as other customers. We provide a “deli” type menu from this location daily, as well as offering the espresso bar beverages.

Beginning with our Texas State Bank Dining Room business in the late 90’s, we began to do catering business. Catering is an important part of our business today. We enjoy excellent relationships with professional and personal catering customers.

Our offices and warehouse are co-located in the building with Coffee Zone Edinburg. Our contact information, as listed on the “Company Contact Information” sheet reflects our locations in operation today.

In the eighteen years that we have been in business, we have learned a great deal about the food and beverage business. We have worked cooperatively to provide services that will “better” the buildings in which we were located. As a caterer, we have learned to carefully listen to the needs of our customers and as a retailer, we have learned that customer service and quality of product go hand in hand if you hope to have a successful business.

The Rio Grande Valley is our home. Anyone who knows us will validate the fact that we are owners / operators who have very close contact with our businesses and personnel. We hope to bring that same sense of pride to McAllen International Airport’s food and beverage service.

D&M COFFEE CO., INC.

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

Proposed Designs and Concepts

Attached are architectural drawings for:

Concept # 1 – Quick Service Kiosk – 455 square feet.

This concept is a modified hexagonal shape venue, with cash registers at each corner. The proposed location of this venue is along the outer (West) wall of the existing retail space. The kiosk will have in-line, under counter display room, and will also have a grab-n-go bakery case within the outside perimeter. The back room will allow for any necessary work / cleaning / on-site storage.

All “customer-touch” surfaces will be granite. At strategic areas around the kiosk (in front of espresso machine and in front of “employee work” areas,) glass block will divide the customer area from the work area, giving a high-end appeal to the structure. The outer walls of the storage area are designed to be brick, in keeping with Coffee Zone’s identity.

The ceiling is an open-concept, reflective of the airport’s structure. Wood finish will be determined on site to be most aesthetically pleasing in the surrounding area. Signage will be a neon Coffee Zone “Bistro” sign, hung above the center of the kiosk, mounted on the same wood utilized in the ceiling.

Concept # 2 – Gourmet Coffee / Tea Venue – 514 square feet.

The Gourmet Coffee / Tea Venue has been designed in a modified octagonal shape, also with two cash registers. This location is in the center of the concourse. The “face” side is the North side, seen as customers enter into the gate area. This venue is open to all directions except the South. The South side will be utilized for a condiment bar – a place for customers to add individual condiments to drinks, sandwiches, etc. and offer a place “off the floor” for customers to “situate” their order for travel.

Like the Quick-Service Kiosk, all finishes will be high-end finishes, with customer-touch surfaces in granite, and glass-block enclosure areas around espresso machine and employee work areas. This kiosk will feature two bakery cases as well as under-counter lighted display area.

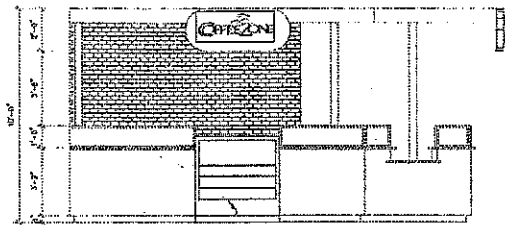
The outer walls of the storage area are designed to be brick; the wood finish of the millwork will be determined on site to be most aesthetically pleasing. This venue may feature two signs, each of which will be in neon and mounted from the open-concept ceiling.

Note: Artistic rendition reflects basic design – not color or type / placement of cases.

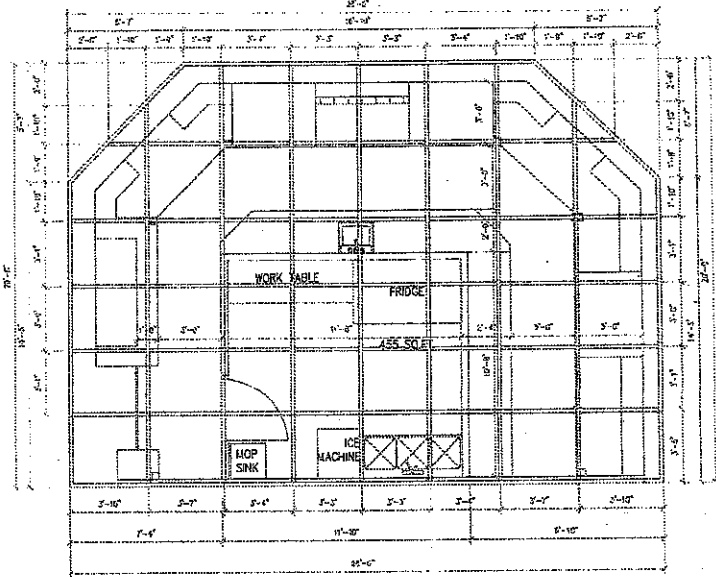
LOWER LEVEL STORAGE: We are requesting approximately 300 square feet of external storage space for shelving and extra refrigeration to service both of the venues.

CONCEPT #1 Quick-Service Kiosk

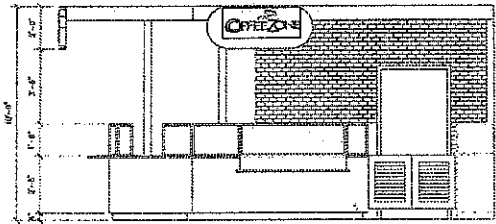
455 sq. ft.



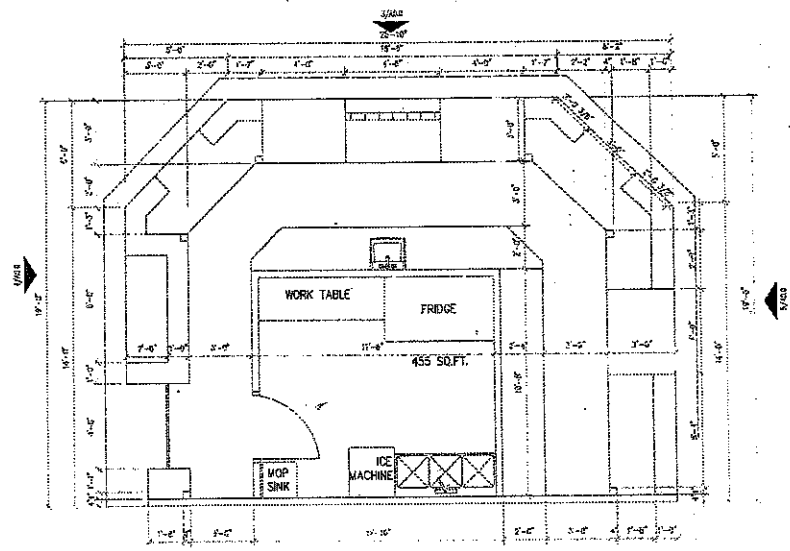
5 SIDE ELEVATION
SCALE: NTS



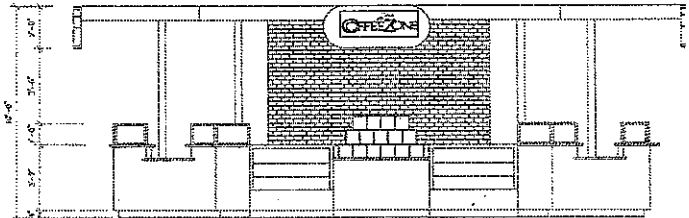
2 CEILING PLAN
SCALE: NTS



4 SIDE ELEVATION
SCALE: NTS



1 FLOOR PLAN
SCALE: NTS



3 FRONT ELEVATION
SCALE: NTS



McAllen Architectural Services

PROJECT NUMBER

MCALLEN AIRPORT COFFEE SHOP

PROJECT NUMBER

DATE
March 27, 2011

SHEET

A0.0

CONCEPT # 2 GOURMET COFFEE TEA VENUE

514 SQ.FT.



PRELIMINARY

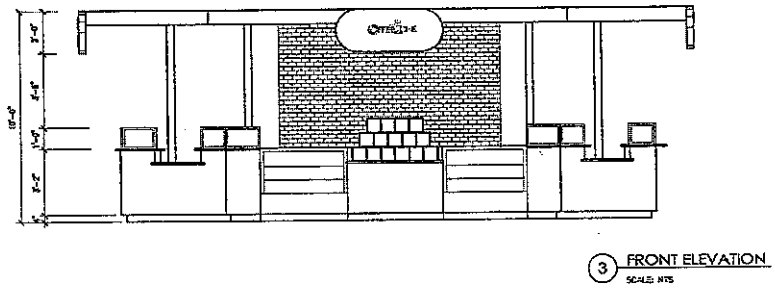
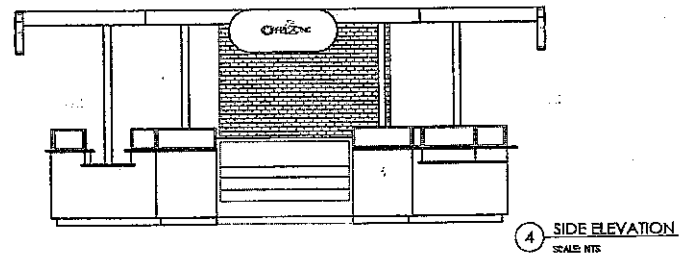
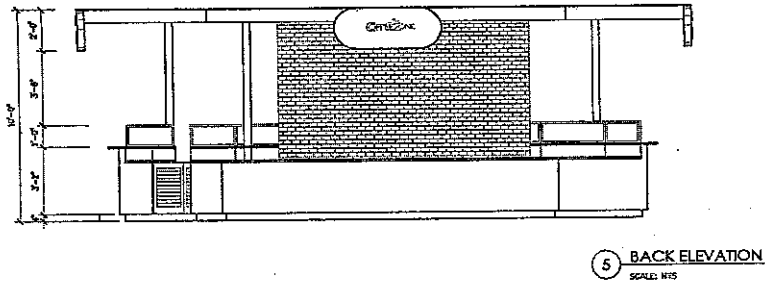
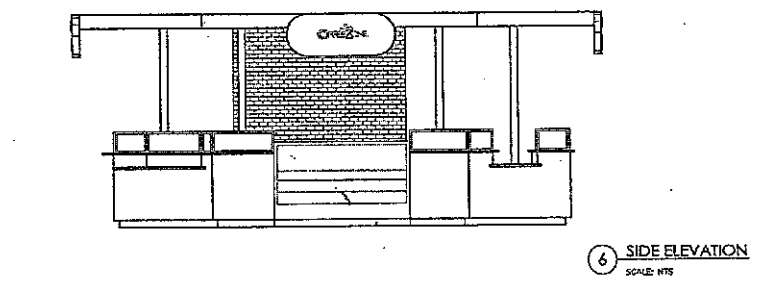
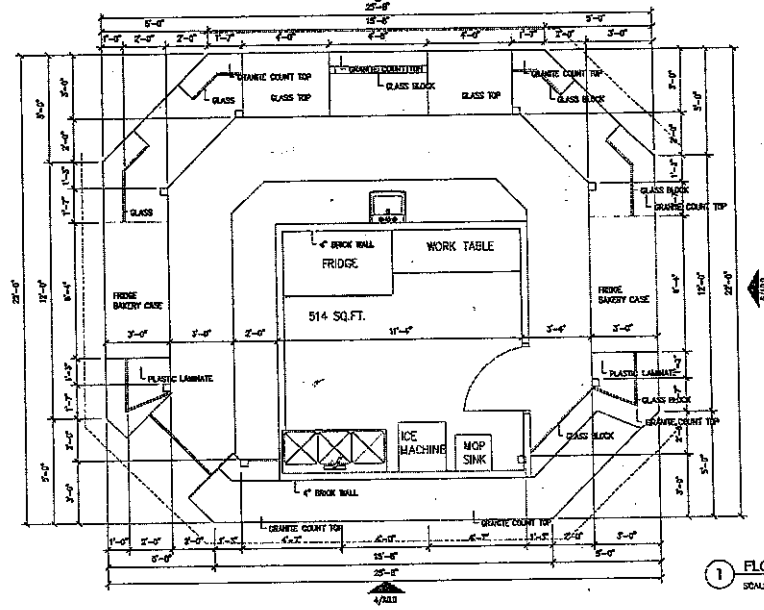
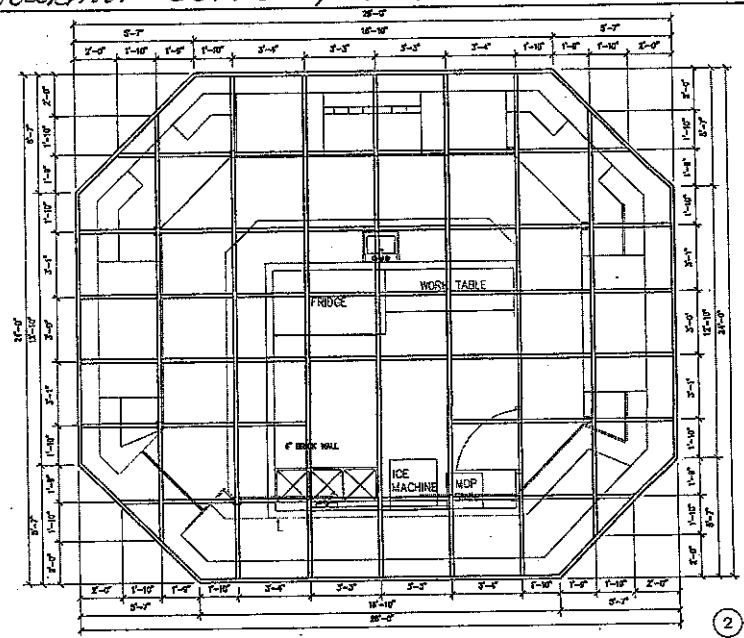
MC ALLEN
 AIR PORT COFFEE SHOP
 MC ALLEN TX

PROJECT NUMBER
 20204
 DATE
 March 22, 2012
 PRELIMINARY

S H E E T

A00

OF



D & M COFFEE CO., INC.

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

COFFEE ZONE

**Coffee Zone is not a franchise.
It is wholly owned by D & M Coffee Co., Inc.**

D&M COFFEE CO., INC.

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

PROPOSED VENUES, HOURS OF OPERATION, MENUS & PRICING STRUCTURE

This proposal is for two venues: Concept # 1 – Quick-Service Kiosk, located in the pre-security Main Terminal Lobby, and Concept #2 – Gourmet Coffee / Tea Venue, located in the Post-security Terminal Concourse. This proposal is inclusive; we are proposing to do both of these venues, or none.

Concept # 1 – Quick Service Kiosk

With clear understanding that the hours of operation may need to change if flights are added or inclement weather, mechanical problems or other unforeseen circumstances should occur, we will operate the Quick Service Kiosk from 4:30 am – 9:30 pm.

The menu will provide food and beverage appropriate for the time of day and season / climate. In our businesses, we have learned that the customers are the best indicator of “what works” and what does not. It would be our intent to start with a menu as stated below, adding or subtracting items as deemed appropriate for customer satisfaction and optimum sales. Breakfast items that require assembly (tacos, sandwiches & pancakes) will be available through 10:00 am each morning.

A full-service espresso bar will exist on this kiosk.

Our menu will include:

Fresh fruit cup (available all day:) \$3.29

Cup of Old-fashioned oatmeal w/ cream & sugar: \$2.29

Bowl of Old-fashioned oatmeal w/ cream & sugar: \$3.29
(add pecans, raisins or berries for \$1.49)

Cup of yogurt w/ fresh berries & granola: \$4.29

Breakfast Tacos:

(Build) a taco on a flour or corn tortilla w/ sauce, choosing from:

\$1.29 ea:

Bacon
Cheese
Sausage

Avocado
Chorizo
Ham

\$0.69 ea:

Tomato
Bell Pepper
Mushrooms

Jalapeno
Onion
Refried Beans

Potato

Breakfast Sandwiches: Choose from croissant or biscuit w/
Applewood-smoked Bacon, Sausage or Ham w/ scrambled egg: \$4.49
Add your choice of cheese: \$5.49

Pancakes & Sausage – (made in our kitchen – heated on site) \$5.79

Breakfast Breads: (served w/ butter & Jelly / Peanut Butter)

English Muffin, Croissant \$1.59

Freshly-Baked Pastries:

Scones, Cinnamon Rolls, Muffins, Bagels, Fruit Breads, Danish, Deluxe Croissants w/ fruit & nuts \$2.59

Homemade Soup (changes daily – featured on “blackboard”)

Cup: \$3.99 Bowl: \$4.99

Garden Salad

**Mix of Romaine & Baby Spinach, topped w/ shredded carrots, cucumber slices,
Onion rings & grape tomatoes w/ your choice of dressing**

Bistro Salad: \$3.49 House Salad: \$5.49

Trio Salad

**Green Garden Salad with Fresh Fruit & your choice of chicken salad or tuna salad
\$10.99**

Chef Salad

**Our house salad, topped w/ Ham, Turkey, Bacon, Egg & Shredded Cheddar Cheese
\$10.99**

Southwest Cobb Salad

**Grilled Marinated Chicken Breast w/ Bacon, Tomato, Red Onion, Avocado & Bleu
Cheese on Green Salad w/ our Homemade Pesto Ranch Dressing – Topped w/ a Black
Bean & Corn Salsa**

\$11.49

Chicken Caesar Salad

**Grilled Chicken Breast over a bed of crisp Romaine With a Homemade Caesar
Dressing, tossed w/ Homemade Croutons, and Topped w/ Parmesan Cheese**

\$10.49

Stuffed Avocado:

**Half Avocado stuffed w/ your choice of Chicken Salad or Tuna Salad w/ fresh fruit on a
bed of green salad \$8.99 (choose whole avocado - \$9.99)**

COFFEE ZONE COMBO:

**Your choice of 2: Cup of Soup, Bistro Salad, or Half Deli Sandwich, served w/ your
choice of a 16-oz water, tea, coffee, lemonade or soda. For \$1.00 more, choose ½**

Coffee Zone Club Sandwich or add cheese to any sandwich

\$9.99

Deli Sandwiches:

All of our deli sandwiches are made with Boars Head deli meats on homebaked cracked wheat bread, buttery croissant, Deli Rye or White Bread. We would bring some sandwiches each day made in our kitchen to expedite service; we would also make sandwiches to order.

All sandwiches are served w/ your choice of Potato Salad, Italian Pasta Salad, Cottage Cheese, or Chips & Pickle.

Chicken Salad (our signature chicken salad is made w/ pecans, grapes & smoked chicken breast)

Tuna Salad made w/ white albacore Tuna

Oven Gold Turkey Breast

Honey Ham

\$8.99 ea

CZ Club Sandwich

Honey Ham & Oven-gold Turkey, thinly sliced, and topped w/ applewood smoked bacon, Cheddar & Swiss Cheese, Lettuce & Tomato

Chicken Caesar Wrap

Grilled Chicken Breast w/ Romaine Lettuce, Caesar Dressing & Parmesan Cheese, all wrapped in a Jalapeno Cheddar Tortilla

Southwest Chicken Wrap

Grilled Breast of Chicken w/ corn & black bean salsa, cheddar cheese, Southwest Chipotle Ranch, wrapped in a Jalapeno Cheddar Tortilla

Grilled Chicken Pita

Marinated Grilled Breast of Chicken w/ Lettuce, Tomato, Cheddar Cheese and our Homemade Chipotle Sauce

\$9.99

Sides & Extras:

Ms. Vickie's Gourmet Chips & Boar's Head Dill Pickles (\$1.99 as a side / \$1.09 chips alone)

Potato Salad, Italian Pasta Salad or Cottage Cheese (1.99)

Scoop of Chicken Salad or Tuna Salad (a la carte) (\$2.99)

Grilled Breast of Chicken (\$3.49)

Fresh veggie tray w/ dip \$3.49

Homemade hummus w/ Pita Chips \$3.99

DESSERTS:

Our dessert offerings can change daily. Our bakers bake items that change with The season. Our “by the piece” dessert offerings will include, but not be limited to:

Cakes
(Chocolate, strawberry, White almond, Italian Cream, Lemon, Coconut)
Flan
Gourmet Cupcakes
\$4.49 ea

Cookies / Brownies / Fruit Bars
\$1.19 - \$2.59

Other packaged items will include gourmet biscottis, chocolate-covered espresso beans, Mint tins, Homemade caramels, and other seasonal gourmet candy and sweet items. The pricing of these items will be 10% over our pricing at La Plaza Mall. This pricing changes from season to season.

In addition to the food items, we will offer the following from our full-service espresso bar and grab ‘n go bakery case. An espresso bar is exactly that – a “bar” in the sense that ingredients are available to make a wide variety of drinks. Terminology changes constantly – the drink availability includes but is certainly not limited to:

HOT DRINKS

	Small	Medium	Large
Coffees of the Day	\$1.79	\$1.99	\$2.29
Espresso	\$1.79	\$2.39	\$2.89
Cappuccino	\$3.29	\$3.59	\$4.19
Café Latte/Chai Latte	\$3.59	\$3.89	\$4.39
Café Mocha	\$3.99	\$4.29	\$4.79
Café Americano	\$1.89	\$2.69	\$2.99
Hot Chocolate	\$2.49	\$2.99	\$3.49
Hot Tea	\$1.79	\$1.99	\$2.09

Add your favorite flavor: .69 cents

Extra Shot of Espresso: .89 cents

Cold Drinks

COLD DRINKS

	Small	Medium	Large
Iced-Blended Mocha Espresso, gourmet chocolate & milk blended with ice & topped with whipped cream & chocolate sprinkles.	\$4.59	\$5.59	\$6.59
Iced-Blended Mocha Supreme Like the original, blended with your favorite flavor, then topped with whipped cream & chocolate sprinkles.	\$4.99	\$5.99	\$6.99
	Banana Strawberry Raspberry	Chocolate Mint Malted Oreo Crush	
Smootheres Strawberry, Mango, Raspberry, Pina Colada, Banana, Cool Cappuccino	\$3.99	\$4.99	\$5.99
Iced Latte & Chai Latte	\$3.89	\$4.89	\$5.89
Iced Mocha	\$4.29	\$5.29	\$6.29
Add your favorite flavor: .69 cents			
Iced Tea / Pink Lemonade	\$2.19	\$2.69	\$3.19
Sodas: Coke, Diet Coke Sprite, Dr. Pepper (FOUNTAIN DRINKS)	\$2.19	\$1.69	\$3.19
Assorted Juices	\$1.89 up		
Bottled Spring Water	\$1.49		

DRINK FLAVORS

- | | |
|------------|-------------|
| Almond* | Cinnamon |
| Amaretto | Coconut |
| Banana | Hazelnut* |
| Caramel | Irish Crème |
| Cherry | Mint |
| Chocolate* | Strawberry |

Vanilla*

(*available in sugar-free)

Special Request? Just Ask!! Drinks will be "custom-made" to your request.

In addition to the espresso bar drinks, we will offer an assortment of “grab & go” beverages from our cooler.

Like the menu, these beverages can change, depending upon what’s “new” on the market, and customer requests.

We will carry, but will not limit the offerings to:

- Monster (regular & lo cal) \$2.19**
- Red Bull (regular and lo cal) \$2.19**
- Gatorade Sport \$1.99**
- Vitamin Water \$1.99**
- Bottled Sodas (Coke / Diet Coke / Sprite / Dr. Pepper) \$1.89**
- Bottled Water \$1.49**
- Gourmet Green Teas \$1.69 - \$2.19**
- Bottles of Milk / Chocolate Milk \$1.99**

In addition to these offerings, we are available through either concept to provide catered services within the airport complex. Whether it’s a coffee service for a meeting, or a full-service lunch, our staff will work with our main kitchen to provide that service for MMIA.

Concept # 2 – Gourmet Coffee / Tea Venue

As with Concept # 1, our proposed hours of operation are from 4:30 am – 9:30 pm, unless traffic patterns or unexpected occurrences change the need; if so, we will accommodate that change.

The primary focus of Concept # 2 is a gourmet espresso bar. As with the Quick-Service Kiosk, we will have a full-service espresso bar in this location, utilizing the same menu as Concept #1.

In addition to the Espresso bar, we propose to offer primarily the same offerings for fresh deli sandwiches and salads that we are offering on the Quick-Service Kiosk, in a “ready to take” attractive packaging, as well as the pre-packaged gourmet items.

The pricing of sandwiches and salads are the same as in Concept 1. We will NOT prepare tacos, breakfast sandwiches and lunch items on site in the Gourmet Coffee / Tea Venue. All food items will be “same day” fresh and will be brought upon opening each day from our main kitchen. This should speed the “boarding” process, and provide our customers with food that is available for them on-flight.

The pricing of a 2-egg breakfast taco w/ sauce will be \$2.29.

All other pricing is the same as Quick Service Kiosk # 1.

If the food offerings that we are proposing are considered to be substantial enough, we are willing to entertain an adjustment of the MAG, with the consideration that there will not need to be the quantity of originally-anticipated food venues post-security. We believe that if a customer is taking the time to come to our gourmet coffee kiosk, it is convenient to be able to “grab” something for the flight to eat as well.

D&M COFFEE CO., INC.

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

Management – Staffing – Operation Plan

For the last eighteen years, we have operated on a multi-unit basis with our company. If we are fortunate to do business at the two venues proposed (Quick Service Kiosk, pre-security and Gourmet Coffee / Tea Venue post-security,) our plan of management and operation would be the same as we have utilized in the past.

Management:

Mike and Deanna Cochran, owners, are involved in the management and operation of D & M Coffee Co., on a daily basis with Mike focusing on financial and equipment operation and Deanna focusing on operations, personnel and business development.

Sandra Alvarez, a long-term employee with our company, is our General Manager for all Coffee Zone locations, and Sam J. Ram is our Executive Chef in charge of all culinary activities of the company. In addition, each location has an individual in a supervisory role. In our company, we have never focused on “title” but rather the responsibility and accountability (fairly compensated) of the position. It is our intent at MMIA that Sandra would initially be the manager of this location until we are confident that we have hired the right individual to be the on-site manager. It is our goal to have one individual manage both concepts; we believe that will increase communication and cooperation to the benefit of all concerned. Sam Ram, our Executive Chef, will be involved in the menu planning, preparation and packaging in cooperation with our General Manager, on-site manager and owners.

We will seek employees to work at MMIA from within our own organization and from outside the organization. It is our intent to mix seasoned “veterans” and new employees to work in these venues. We plan to begin hiring and training people in our existing locations in August. This will give them the opportunity to work with all aspects of the business so that when MMIA locations open, there will be familiarity with product, service and equipment.

Our hours of operation (4:30 am – 9:30 pm – both locations) will be divided in both locations into three shifts per day:

4:30 am – 10:30 am

10:30 am – 4:30 pm

4:30 pm – 9:30 pm

It is our plan to have individuals hired for this location that work strictly at MMIA. We believe that each concept will have a minimum of two people per shift. During those times when there are three departures within a short period of time, we will add a third person to the staffing as dictated by the traffic. We expect to have staffing at MMIA at a minimum of nine people per venue; this will include experienced staff relocating from other locations and new hires.

Based on the information in the bid packet, the Quick Service Kiosk is scheduled to open approximately one month before the Gourmet Coffee / Tea Venue. During that time, experienced personnel and management staff will be working on-site along with new staff.

When the Gourmet Coffee / Tea Venue opens, experienced personnel and management staff will also work on-site with the staff to ensure that things are operating as planned and that new staff has immediate access to more help. We will promote someone to the site manager of MMIA when we are comfortable and confident that the individual can do the job very well. Until then and after that time, the staff will have the hands-on support of the General Manager and Owners.

Everyone who works for D & M Coffee Co., is, at minimum, oriented to:

**Basic Principles of Customer Service
Standardized Drink Preparation
Equipment Maintenance / Standards of Cleanliness
Food Safety
Dress Code
Coffee / Tea Knowledge**

Our company utilizes Aloha POS Software. This system tracks all transactions, is efficient and effective in sales transaction speed and processing of credit cards, and generation of payroll / sales reports. We also utilize QuickBooks for all Bookkeeping.

Attached are samples of reports as generated each day from these systems

- 1 – Sales slip**
- 2 – Credit card transaction Slip**
- 3 - Close-of-shift sheet showing all transactions / types of payments / credit card Gratuities / cash owed / totals of all payments for the shift. We “close” the Registers at the end of each shift.**
- 4 - Daily Sales Report – generated at 2 am or 4 am each day to reflect “close of Business day.” Reflects total revenue, types of payment, categories of sales, deposit, and any “petty cash” money taken from the register.
(The Daily Sales Report is entered into QuickBooks Daily.)**
- 5 - QuickBooks Report Showing Sales for a selected period of time.**

The Quick-Service Kiosk and The Gourmet Coffee / Tea Venue would each be treated as a separate business unit. As required, we will submit reports to City of McAllen / MMIA.

This system also features a clock in / clock out mechanism and identifies each transaction by employee number. We have had great success with this system in all business units. We work with a CPA who generates tax information / reports and assists us as necessary for all financials.

The following five pages contain copies generated from our POS (Aloha software) system and from our QuikBooks System.

The pages are numbered 1 – 4.

On Page 1, at the top of the page is a copy of a customer receipt for a transaction paid by a credit card. All credit card transactions, including the gratuities attached to those transactions are summarized and “batched” each day.

On Page 1 at the bottom of the page is a basic receipt for a cash transaction. Every transaction is numbered, with date and time.

On Page 2 is a “Register check-out.” This is done at the end of every shift, showing type of sales, types of payments, and if discounts are given, which they WILL BE, at MMIA, this register check-out will also show the amount of discount given for the shift. The check out tape was too long to fit on one page – the bottom of the tape is actually to the left...and it shows total cash owed, as well as number of guests rung through the register and the number of checks generated – as a “check and balance.”

On pages 3 and 4 is the “Daily Sales Report.” This is set to run in every business in “the middle of the night” usually at 2:00 am. The particular one in this example was run “off schedule at 6:34 pm for express purpose of including it in this proposal as an example.

The data from the Aloha System is reported on this “Sales Report” daily. It is then manually entered into the QuikBooks system and utilized as a check and balance for daily cash and check deposits, the credit cards (which are deposited into our bank accounts through our credit-card processing companies) and for tracking our sales, usage of petty cash for paid-outs and sales trending for the day.

This data becomes part of the Profit and Loss report as seen on Page 5. These reports may be viewed / printed at will (note – we printed the report shown on March 24.) All data within these reports may be viewed / printed in various formats to look at different aspects of business performance.

For our Gloria Jean’s store at La Plaza Mall, and for our Coffee Zone in the Neuhaus Tower, we also create a summary sales sheet, by month, that is submitted to each entity. By agreement, if there is ever need to do so, they can view the data as detailed above.

Coffee Zone
1108 S. McColl Rd.
Edinburg, TX 78539
(956) 381-8765

Server: Cashier 2 DOB: 03/23/2013
12:00 PM 03/23/2013
Fast Close/1 2/20023

M/C 2097178

Card #XXXXXXXXXXXX1713

Magnetic card present: SONG MARITZA Y

Approval: 196608

Amount: 6.50

+ Tip:: 2.00

= Total: 8.50

X _____ *M. Song*

Thank You and Come Again!

956-381-5462

PLEASE SIGN & RETURN

Coffee Zone
1108 S. McColl Rd.
Edinburg, TX 78539
(956) 381-8765

Server: Cashier 1 03/25/2013
Fast Close/1 6:23 PM
Guests: 1 #30065

Reprint #: 1

MG Coffee Cake (5 @2.29) 11.45

5 Items

Subtotal 11.45

Tax 0.94

Total 12.39

Cash 20.00

Change 7.61

Thank You and Come Again!

956-381-5462

--- Check Closed ---

*** CASH ***

CASH PAYMENTS: 37.34(+)
CC TIPS/CASH GRATs: 0.00(-)
TOTAL CASH OWED: 37.34(=)

*** DEPOSIT BALANCE ***

TOTAL CASH OWED: 37.34(+)
NON-CASH DEPOSIT TENDERS: 0.00(+)
TIPSHARE: 0.00(-)
CASH TXNS NOT AFFECT DEPOSIT: 0.00(-)
DEPOSIT (CALCULATED): 37.34(=)

*** VISA ***

30021 XXXXXXXXXXXXX6104 3.66 0.00
30022 XXXXXXXXXXXXX5571 6.47 0.00
30026 XXXXXXXXXXXXX6257 9.52 0.00
30029 XXXXXXXXXXXXX5365 6.04 0.00
30030 XXXXXXXXXXXXX6104 6.04 0.00

31.73 0.00

*** M/C ***

30028 XXXXXXXXXXXXX0317 5.41 0.00

5.41 0.00

*** AUDIT ***

12 GUESTS 12 CHECKS
000 SPLIT CHECKS

*** SALES DETAIL ***

Gross Sales \$74.48
Net Sales \$69.95
PPA \$ 6.21

END

BEGIN

*** Checkout ***

Unit # 1 03/23/2013

Cashier Walk In Cashier Walk In (05:12 PM
SHIFT: 2
REV: Restaurant
JOB CODE: Cashier

*** SALES ***

FOOD/NON-ALC: 1.19(+)
HOT DRINKS: 11.93(+)
COLD DRINKS: 31.56(+)
Desserts: 7.98(+)

SALES: 52.66

COFFEE BEANS: 15.00(+)
Bakery: 2.29(+)

TOTAL: 69.95(=)

*** TAXES ***

EXCLUSIVE:

Food/Non-Alc: 4.53(+)

TOTAL: 4.53

GROSS SALES: 74.48(=)

*** PAYMENTS ***

Terminal: Server (T3)

06 Cash: 37.34
05 VISA: 31.73(-)
01 M/C: 5.41(-)

06 Cash: 37.34
05 VISA: 31.73
01 M/C: 5.41
TOTAL PAYMENTS: 74.48

*** CC TIPS ***

TOTAL CASH OWED: 37.34(=)

Employee X _____

Cash Rcvd By X _____

D&M COFFEE CO., INC.

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

Proposed Financial Consideration To be given to the City of McAllen

As stated in the RFP, the Minimum Annual Guarantee for the Quick-Service Kiosk is \$15,000. The Minimum Annual Guarantee for the Gourmet Coffee / Tea Venue is \$12,000 for a total of \$27,000 for the two concepts.

We propose to give the City of McAllen ten per-cent (10%) of gross receipts (total sales after taxes) of each venue. We understand and will expect to comply with the financial considerations outlined in the RFP.

Each of these venues will be maintained as separate companies for financial statements / bookkeeping.

In addition to the financial guarantees above, we propose to offer those individuals identified by MMIA management as “employees” within the terminal (including but not limited to: TSA, US Customs, Immigration and Naturalization Services, Border Patrol, Dep’t of Agriculture, Airline employees) a 20% discount on all food / beverage items purchased from either location (Quick-Service Kiosk and Coffee / Tea Venue.)

If it is determined that our food offerings for the Coffee / Tea Venue are substantial enough to justify eliminating at least one of the food venues, we are willing to negotiate an increase in MAG for the Gourmet Coffee / Tea Venue.



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Your Kind of Banker.

1655 N 23rd Street
PO Box 4169
McAllen, Texas 78502
956.631.7890 Phone
956.630.0862 Fax
www.riobk.com

March 27, 2013

City of McAllen
1300 Houston Ave.
Purchasing & Contracting Dept.
3rd Floor
McAllen, Texas 78501

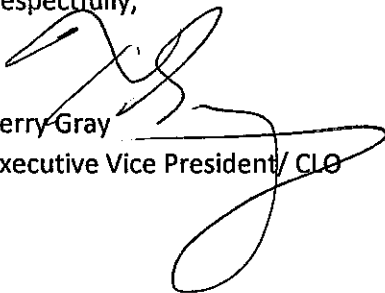
Re: Request for proposal for food & beverage concession(s) at McAllen Miller International Airport

To Whom It May Concern:

Rio Bank's valued customer D & M Coffee Co. Inc., 1108 South McColl Road, Edinburg, Texas, has made the necessary financial arrangements to complete the above mentioned bid. Any courtesies extended to them would be greatly appreciated.

Should you have any questions, please give me a call @ 956-878-1423.

Respectfully,



Terry Gray
Executive Vice President/ CIO

McAllen
San Juan
Palmview
Brownsville
Weslaco

D&M COFFEE CO., INC.

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

Requested Funding from Department of Aviation's Construction Allowance

This proposal is for two concepts, #1: Quick Service Kiosk, and #2: Gourmet Coffee / Tea Venue. Our request is for funding for both of these venues. This funding, as requested, is required for us to do these projects.

We are requesting \$224,343.00 for the two venues. The funds will be utilized as follows:

Architectural Services:	\$6750.00
Plumbing Services:	\$27,000.00
Electrical Services:	\$21,250.00
Millwork / Granite:	\$71,407.00
Ceiling Construction:	\$24,756.00
Brick & Glass Block:	\$29,675.00
Workroom Wall Finish:	\$2705.00
Painting / Staining:	\$3718.00
Flooring:	\$9082.00
Construction / Supervision:	\$28,000.00
Total for TWO concepts:	\$224,343.00

5505 Kaepa Court
San Antonio, TX 78218
(210) 661-7997
(210) 661-9815 Fax



FOODSERVICE DISTRIBUTORS

To whom it may concern,

Coffee Zone and Ben E. Keith Foodservice have been partnered up since July 2009. They have been great customers of Ben E. Keith and are buying approximately \$1,000 to \$1,800 a week. The product they buy from Ben E. Keith has always been of higher quality and the product they put out shows this to be fact. They have paid upon delivery of product and have been easy and enjoyable to work with. If any issues have ever occurred, on either end of business, they have always been resolved quickly and without further issue.

It is my personal belief and the belief of Ben E. Keith Foodservice that D&M Coffee Co. would be an excellent candidate for placement in the airport. I have no doubt in the business ethic of Michael and Deanna Cochran, that if they were to be awarded the space, they would be great for business at the airport. It has been my pleasure working with the Cochran's and look forward to our future years of continued business together.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Smith", written over a horizontal line.

Graham Smith
Territory Sales Manager



Sysco Central Texas, Inc
1260 Schwab Rd.
New Braunfels, Tx 78132
T 800.877.5385
F 855.219.2213

sysco.com

March 18,2013

Re: SYSCO account: D & M Coffee Co.

Dear Sir or Ma'am

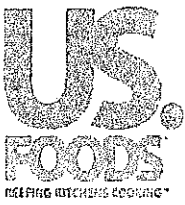
I'm writing on behalf of our customer Deanna Cochran of D & M Coffee Co. We have had a mutually beneficial business relationship since October of 1999. Since the beginning of our relationship Ms. Cochran has handled her account with us as a true professional. There has never been any issues since the opening of this account. When you consider the volumm of business we have done and the length of time we have been doing business that makes our history even more remarkable, especially in an economy that has been challenging.

We at Sysco Central Texas consider ourselves extremely honored to be Ms. Cochran's business partner and look forward to our continued relationship.

I would highly recommend extending a business relationship with D& M Coffee co. If you have any questions please feel free to call me at the number listed below.

Sincerely,

Paul Ayllon
Assistant Credit Manager
Sysco Central Tx
830 730-1226-phone



March 25, 2013

Ms. Deanna Cochran, Owner
D&M Coffee Company dba Coffee Zone
1108 S. McColl Road
Edinburg, TX 78539

Ms. Cochran:

Please share this with any potential clients, vendors or professional associations as needed.

- Throughout US Foods' dealings with D&M Coffee Company they have conducted all transactions with professionalism and with the utmost regard for providing high quality products to their customers.
- Purchases are made twice weekly that far exceed our minimum order requirements and payments are made within the agreed on terms. There have not been any returned checks or any other issues with payment.
- US Foods greatly appreciates the solid relationship with D&M Coffee Company and we look forward to continuing to help you serve your growing business!

Feel free to contact me, or have any potential vendors contact me if I may be of further assistance.

Sincerely,

Louise M. Furche, CBF
Division Credit Manager
Ph 512.295.1084

louise.furche@usfoods.com

D&M COFFEE CO., INC.

1108 South McColl Road * Edinburg, TX 78539

(956) 381-8765 Office * (956) 381-5184 Fax

Construction Timeline

The attached table is a timeline from All Pro Contractors for each of the two concepts (Quick Service Kiosk and Gourmet Coffee / Tea Venue) at MMIA.

This table shows lengths of time for each phase of construction. Actual dates will be inserted when there is a definitive "start" date given to us by City of McAllen / MMIA, as determined by completion of utility placement, securing of appropriate permits, and mutual agreement that this construction phase is ready to begin.

D&M COFFEE CO., INC.

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Proposed Transition Plan for Start Up

Concept #1 – Quick Service Kiosk

“Open” date for this venue is October 1, 2013. Construction is addressed in the construction timeline. Operationally, our timeline is:

- May – June:** **Executive Chef / General Manager & Deanna finalize all menu items for MMIA. 1 additional culinary staff member hired to begin training. One-on-one meetings with key current staff we have selected to Move to airport venues.
Work with vendors to solidify product buys / costing
We will begin the process of employee screening through MMIA effective immediately for all management personnel. As new personnel are hired, this process**
- July:** **Begin ordering equipment
Begin hiring / orientation / and on-the-job training of at least three additional personnel by the end of July. Training will take place At Gloria Jean’s for drinks; Coffee Zone for food and service.
Menu Boards finalized and ordered**
- August:** **Purchase of smaller equipment – service items
Hire three more personnel and train – utilizing plan above
Meeting – ongoing – with MMIA personnel regarding plans for start up.
Hire additional driver / delivery person**
- September:** **As soon as possible in September, equipment will be installed, Signage hung, and we will begin moving inventory into place. Furnishing / cleaning and organization of space will be done by Personnel assigned to this business.
Orientation to airport in conjunction with MMIA management
At least two days prior to opening, we would propose to offer “samples” in conjunction with a “COMING SOON” campaign.
This will give our staff a chance to become very familiar with Traffic patterns; we will discover any problem areas, and it Should generate some enthusiasm / camaraderie among staff.**
- October :** **Open for business w/ management staff in place (they will be Starting the opening process for the second venue as well)**

Concept #2 – Gourmet Coffee / Tea Venue

The plan for this business will be identical , but approximately thirty days behind Venue #1.

The initial hiring for this location will begin in August, with three individuals beginning orientation each month through October. These employees will work at our existing locations, learning every aspect of the business.

In September, we will need to hire one additional culinary staff member; our hours of operation of our kitchen will change from 5 am – 10 pm TO 2 am – 10 pm.

We hope to have access to the lower level storage area as soon as possible. This will give us access to materials that may be needed and it will give us a place to store equipment waiting for permanent installation.

We have opened several businesses over the years. It is always a “given” that something unpredictable may happen, and we acknowledge that here. We commit that the owners, managers and staff will work with MMIA and our construction team to have these businesses open with thriving commerce on the day designated in the RFP.

GLEN E. RONEY
POST OFFICE BOX 5910
MCALLEN, TEXAS 78502

March 18, 2013

Mr. Mike Perez
City Manager
City of McAllen
1300 Houston Ave., 3rd Floor
McAllen, Texas 78501

Ref: Project No. 03-13-S37-47
RFP – Food and Beverage Concessions at MMIA

Dear Mr. Perez:

I am pleased to introduce and recommend Mrs. Deanna Cochran and Mr. Mike Cochran who are submitting a proposal to you for the concessions at the McAllen Miller International Airport.

I have known Deanna and Mike for over 15 years. They opened a food and beverage concession in our lobby of the BBVA Compass (previously Texas State Bank) building located on North 10th Street under the name of "Liquid Assets" when the building first opened in July 1998. During this period, they provided excellent food and beverage service to the bank personnel, building tenants and customers. They always staffed the concession with well qualified and experienced personnel who provided top quality food and beverages to their customers. "Liquid Assets" vacated the building in 2011 after BBVA Compass made major reductions in personnel at this location along with the lack of new tenants in the building.

Both Mr. and Mrs. Cochran are very hard working people and are always there to take care of business. I am confident you will find them reliable, trustworthy and financially responsible. I believe they will provide very good products and service at the airport. If you have any additional questions, or if I can provide any additional information, please contact me at 956-632-7720.

Very truly yours,


Glen E. Roney

March 25, 2013

Mike Perez
City Manager
City of McAllen
P.O. Box 220
McAllen, TX 78505-0220

RE: RFP Food and Beverage Concessions at MMIA

Dear Mr. Perez:

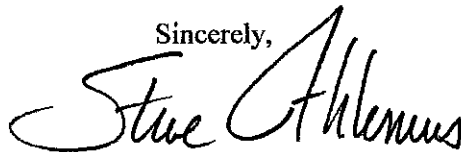
It is with great enthusiasm that I submit this letter of recommendation on behalf of Mike and Deanna Cochran, owners of Coffee Zone. The McAllen Chamber of Commerce has worked often with Mike and Deanna over the last several years on numerous events and caterings. Mrs. Cochran has mentioned to me that Coffee Zone is submitting a proposal for the quick service kiosk in the lobby and the gourmet coffee kiosk post-security at the McAllen Miller International Airport.

Coffee Zone has been a member of the Chamber for eight years and has always been willing to work with us so that the Chamber stays on budget for caterings and events. They have shown nothing but professionalism in their dealings with the Chamber, and their food quality has always been above expectations and served or delivered on time as promised. Several times, they have also donated the entire luncheon for our Governmental Affairs meetings. They are always willing to provide a helping hand not only to the McAllen Chamber, but to many other non-profit organizations.

Mike and Deanna have also established themselves as leaders and innovators in the following core business practices: **Delivery on the promise to their customers, genuine leadership** among the businesses community in McAllen, and in **profitability** of their restaurants because they have a clear understanding of what it takes to make their restaurants work and be successful in challenging economic times.

Success can often times be elusive, but Mike and Deanna Cochran have found the secret of success for their restaurants. They epitomize the "American Dream" and the achievement we would all like to see every small business attain. I hope you will give serious consideration to their proposal for the concessions at the airport. They are deserving small business owners and we love celebrating their success in our community.

Sincerely,



Steve Ahlenius
President/CEO
McAllen Chamber of Commerce



EDWARDS ABSTRACT AND TITLE CO.

www.edwards-titleco.com

Byron Jay Lewis
Chairman of the Board
Chief Executive Officer
956-383-4951

March 25, 2013

Guy S. Muddleston, III
President
Cameron County Division
956-542-6777

City of McAllen
1300 Houston Ave.
Purchasing and Contracting Department
3rd Floor
McAllen, Texas 78505
ATTN: Mr. Mike Perez, City Manager

N. Michael Overly
President
Hidalgo County Division
956-687-6777

RE: Project No. 03-13-S37-47 RFP Food and Beverage Concession at MMIA

717 N. Expressway
Brownsville, Texas 78520
(956) 542-6777
Fax (956) 544-0592

Dear Mr. Perez:

Please consider this letter my strongest recommendation in support of the proposal for D & M Coffee Co., Inc., dba Coffee Zone ("Company") to serve the food and beverage concession at the McAllen International Airport.

3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-4951
Fax (956) 383-5443

As CEO of Edwards Abstract and Title Co. ("Edwards"), I have had the opportunity to work closely with Mike and Deanna for many years. Their Company has hosted and served many key note events for Edwards and me personally. Each of these events is carefully planned and expertly executed.

1205 S. 77 Sunshine Strip
Harlingen, Texas 78550
(956) 425-6777
Fax (956) 425-2811

Further, I have the opportunity to fly through the McAllen International Airport on numerous occasions. When I arrive in the morning, it has been with dread at the prospect of the bleak concession services in the beautiful airport. Most of the time, I am hoping to make it to Houston or Dallas to get something of good quality. If the Company is successful in these proposals, it will be a great pleasure to have access to their quality products in the quick service kiosk in the lobby and additionally in the post security area.

4228 N. McColl Road
McAllen, Texas 78504
(956) 682-4951
Fax (956) 631-3504

2506 E. Griffin Parkway
Mission, Texas 78572
(956) 583-1220
Fax (956) 583-1798

2009 Padre Blvd
South Padre Island, Texas 78597
(956) 761-6777
Fax (956) 761-4613

This is an excellent opportunity for the City of McAllen to engage a proven operator and enhance the overall experience at the McAllen International Airport. In addition to the increased quality of visitor experience, revenues should also increase substantially. Thank you for the opportunity to make this operational reference. If I can provide any further specific information in support of this proposal, please do not hesitate to call.

2290 W. Pike Blvd Ste 101
Westlaco, Texas 78596
(956) 973-9654
Fax (956) 968-7163

Very truly yours,

EDWARDS ABSTRACT AND TITLE CO.

BY:



BYRON JAY LEWIS, Chairman and CEO

BJL:lc



TEXAS REGIONAL BANK

March 18, 2013

Mr. Mike Perez, City Manager
Purchasing and Contracting Department, 3rd Fl.
1300 Houston Ave.
McAllen, TX 78505

RE: Project No. 03-13-S37-47 RFP Food and Beverage Concession at MMIA

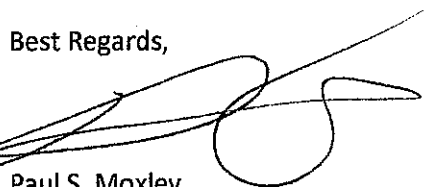
Dear Mike:

Please accept this letter as my recommendation for D & M Coffee Co., Inc., d/b/a Coffee Zone for the above-referenced airport project.

Glen Roney & I hired Deanna Cochran / D & M Coffee in 2008 not only to manage Liquid Assets, which was Texas State Bank's coffee and sandwich shop, but to also cater its board meetings and special customer meetings at our restaurant.

I am presently using D & M Coffee Co., Inc. / Deanna Cochran to cater scheduled luncheons for Texas Regional Bank. Should her proposal be selected and approved, I affirm to dine at this proposed location knowing it is her supplying the food. I have found Deanna & her staff to be very professional and punctual, and I would highly recommend her management, food preparation and menu.

Best Regards,



Paul S. Moxley

PSM:nr

HIDALGO COUNTY BAR ASSOCIATION

SHARON ALMAGUER
President

REYNALDO M. MERINO
President Elect

NIKKI CHARGOIS-ALLEN
Secretary

PAUL WILSON
Treasurer

BRANDY WINGATE
Immediate Past President



314 South Closser
Edinburg, Texas 78539
Phone: (956) 380-1691
Fax: (956) 383-5322
www.hidalgobar.org

C.J. SANCHEZ, Executive Director
BERNADETTE PEREZ, Assistant Ex. Director

DIRECTORS:
Terms Expire 2012
JOSHUA CUMMINGS
ELIZABETH GARCIA
STEVEN GIBSON
SUMMER OLMOS
FRANK SABO
JOHN SCHULZ

Terms Expire 2014
JAIME BALLI
KAYLA DREYER
JOANNE GARCIA
RIC GODINEZ
ZULEIDA HABBOUCHE- LOPEZ
JOHN TIPPIT

March 25, 2013

Mr. Mike Perez
City of McAllen—City Manager
1300 Houston Ave.
McAllen, TX 78501

Re: Letter of Recommendation for Coffee Zone/D&M Coffee Co. in regards to Project No. 03-13-337 - 47 RFP FOOD AND BEVERAGE CONCESSIONS AT MMIA

Dear Mr. Perez:

My Name is CJ Sanchez and I am the Executive Director of the Hidalgo County Bar Association and Bar Foundation. I am writing you this letter in tremendous support of Deanna and Mike Cochran and the entire staff of Coffee Zone and D&M Coffee. For over 4 years now the HCBA has been a loyal customer of Coffee Zone. In 2011 we made Coffee Zone our exclusive cater for all of our events such as: our monthly Board Meetings, our Continuing Learning Education courses, our annual "View from the Bench" luncheon, and our Black Robe Reception, just to name a few. Not to mention that our office staff can be seen having lunch at Coffee Zone 2-3 days out of any given week.

The service provided by Deanna, Mike and their staff is absolutely impeccable. Every meal that has been provided by Coffee Zone has always had the upmost attention to detail in every aspect. The food is incredibly delicious and the presentation is always beautiful and ascetically appealing. As Executive Director of the Bar, one of my main responsibilities is to make sure that all of our events run smoothly and that our members are happy. Because of the "above and beyond" treatment that we receive from Deanna and her staff, fulfilling that aspect of my job is 100 times easier.

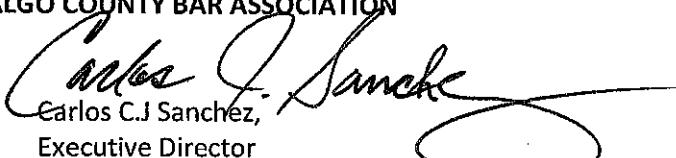
I HIGHLY recommend Coffee Zone to absolutely anyone who is looking to impress a crowd when catering their next event, or in this case when you are looking for a restaurant that will absolutely bring in a crowd. Or when you are simply looking for a place with a great atmosphere and even better food.

I thank you for taking the time to review this recommendation. Should you have any questions regarding the Hidalgo County Bar Associations' experience with Coffee Zone, please feel free to contact me at 956-380-1691.

Respectfully,

HIDALGO COUNTY BAR ASSOCIATION

By:


Carlos C.J Sanchez,
Executive Director

D&M COFFEE CO., INC.

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

Sample of a Monthly Gross Revenue Report To be Provided to the Department of Aviation

Attached is a sample of a monthly gross revenue report to be submitted to the Department of Aviation by the designated day following the end of a month.

This is a format we have utilized with Simon, Gloria Jean's and Texas State Bank in our past history – and provides the data needed to the Department each month. As illustrated elsewhere in this document, our quikbooks reports are available for back-up or upon request.

This form can be hand-delivered, faxed or e-mailed.



McAllen Miller International Airport Quick Service Kiosk

Monthly Sales Report

Month: March 2013

Hot Drinks:

Cold Drinks:

Coffee Beans:

Food:

Retail/Gift:

Total Sales:

Tax:

Net Sales:

Submitted By: _____

Michael B. Cochran

Date: 28 March 2013



McAllen Miller International Airport Coffee/Tea Venue

Monthly Sales Report

Month: March 2013

Hot Drinks:	<input type="text"/>
Cold Drinks:	<input type="text"/>
Coffee Beans:	<input type="text"/>
Food:	<input type="text"/>
Retail/Gift:	<input type="text"/>
Total Sales:	<input type="text"/>
Tax:	<input type="text"/>
Net Sales:	<input type="text"/>

Submitted By: _____

Michael B. Cochran

Date: 28 March 2013