CITY OF McALLEN

Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Victor "Seby" Haddad
Commissioner Tony Aguirre, Jr.
Commissioner Joaquin Zamora
Commissioner Rolando "Rolly" Rios
Commissioner Rodolfo "Rudy" Castillo
Commissioner Pepe Cabeza de Vaca
City Manager Isaac J. Tawil

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, DECEMBER 8, 2025 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Javier Villalobos
PLEDGE OF ALLEGIANCE - Mayor Javier Villalobos
INVOCATION - Commissioner Rolando "Rolly" Rios
PROCLAMATION - Tuba Christmas - Scott Roeder
Christmas for Kids - Victor Rodriguez

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 5:00pm)

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

- **A)** Approval of Minutes for Regular Meeting held November 24, 2025.
- **B)** Annual update for project progress for McAllen TIRZ #2A.
- **C)** Award of Contract for the McAllen Soild Waste Recycling Center Electrical Upgrade Project (Project No. 10-25-C06-701).
- **D)** Award of Contract for Bus Rapid Transit and Transit Oriented Development Plan (Project No. 08-25-S68-306).
- **E)** Consideration and Approval of a Memorandum of Understanding between the City of McAllen, McAllen Firefighters Association IAFF Local 2602, and the Muscular Dystrophy Association.
- **F)** CONSENT COOP PURCHASES

1. Award of Contract for the Purchase of Three (3) New Current Model Front Load Refuse Trucks utilizing Sourcewell Cooperative Pricing (Project No. 12-25-P17-01).

G) Approval of Tax Refunds over $500.00.
1. Ovalle Patton Joshua D & Liliana M

2. BIDS/CONTRACTS:

A) Award of Contract for the Purchase and Installation of an all-inclusive playground in the new community park at El Rancho and McColl (Project No.12-25-P18-01).

B) Award of Contract for Professional Services: Geotechnical Engineering and Construction Materials Testing 2025 (Project No. 07-25-S75-552).

C) Consideration and Approval to Negotiate with Top Ranked Engineering Firms for General Engineering Services at McAllen International Airport (Project No. 09-25-S94-759).

D) Award of Contract for Professional Design Services.

3. ORDINANCE:

A) Providing for a Budget Amendment to the Metro McAllen Fund.

4. RESOLUTION:

A) Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for funding under the Fiscal Year 2026 Local Parks Grant Program.

5. MANAGER'S REPORT:

A) Advisory Board Appointments.

B) Future Agenda Items.

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

A) Consultation with City Attorney regarding potential and pending litigation. Tex. Gov't. Code §551.071.

B) Deliberation regarding critical infrastructure facility. Tex. Gov't. Code § 551.0761.

C) Consideration of Economic Development matters. Tex. Gov't. Code §551.087.

D) Consultation with City Attorney regarding legal aspects of contractual agreements. Tex. Gov't. Code §551.071.

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.

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

I, the undersigned authority, do hereby certify that the above notice of meeting and agenda for the City of McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice of meeting and agenda for the City of McAllen Board of Commissioners on December 2, 2025 on the bulletin board in the municipal building, a place readily accessible to the general public at all times for at least three business days before the scheduled date of the meeting, in accordance with Chapter 551 of the Texas Government Code.

/s/
Perla Lara, TRMC/CMC, CPM
City Secretary

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	1.A.
DATE SUBMITTED	12/01/2025
MEETING DATE	12/8/2025

1. Agenda Item: Approval of Minutes for Regular Meeting held November 24, 2025.
2. Party Making Request: Perla Lara
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:

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

7. Routing:

Jose Trujillo	Created/Initiated - 12/01/2025
Perla Lara	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve -AWS
11. Manager's Recommendation: Approve. IJT

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

The McAllen Board of Commissioners convened a Regular Meeting on Monday, **November 24, 2025, at 5:00 PM**, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Mayor Javier Villalobos, Mayor Pro Tem Victor "Seby" Haddad, Commissioner Antonio "Tony" Aguirre, Jr., Commissioner Joaquin Zamora, Commissioner Rodolfo "Rudy" Castillo, Commissioner Rolando "Rolly" Rios and Commissioner Jose R. "Pepe" Cabeza de Vaca

Staff: City Manager Isaac Tawil, City Attorney Austin Stevenson, Deputy City Manager Michelle Rivera, Assistant City Manager Juan Olaguibel, Assistant City Manager Elvira Alonzo, City Secretary Perla Lara, City Engineer Eduardo Mendoza, Planning Director Omar Sotelo, Finance Director Sonia Resendez

CALL TO ORDER

Mayor Javier Villalobos called the meeting to order.

PROCLAMATION

THE NUTCRACKER 53RD ANNIVERSARY

Commissioner Rolando "Rolly" Rios presented a proclamation for The Nutcracker's 53rd Anniversary.

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 3:30pm)

1. PUBLIC HEARING

Mayor Javier Villalobos called the Public Hearing to order.

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

Mayor Javier Villalobos asked if there was anyone to speak in opposition to the items under this section of the agenda. No one spoke.

Commissioner Rolando "Rolly" Rios moved to approve the items listed on the Routine Items. The motion was seconded by Commissioner Jose R. "Pepe" Cabeza de Vaca and carried unanimously.

1. REZONE FROM C-4 (COMMERCIAL INDUSTRIAL-OC) DISTRICT AND R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS-UDC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC): 52.0 ACRES IN MCALLEN, TX, PART OF SEC. 232, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, HIDALGO COUNTY, TEXAS; 15400 NORTH SHARY ROAD. (REZ2025-0200)

Approved the R-3A Zoning at 15400 North Shary Road, in accordance with the Planning and Zoning Commission.

2. REZONE FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT: LOT 1, VITRUVIAN PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS; 5320 NORTH MCCOLL ROAD. (REZ2025-0237).

Approved the C-2 Zoning at 5320 N. McColl Road, in accordance with the Planning and Zoning Commission.

3. REZONE FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-1 (LOCAL COMMERCIAL-UDC) DISTRICT: LOT 8, LAMAR ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS; 1010 NORTH 10TH STREET. (REZ2025-0241)

Approved the C-1 Zoning at 1010 N. 10th Street, in accordance with the Planning and Zoning Commission.

4. REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL - UDC) DISTRICT: LOT 3 & 4, BLOCK 2, BEST COURTS SUBDIVISION, HIDALGO COUNTY, TEXAS; 121 SOUTH 4TH STREET. (REZ2025-0242)

Approved the C-2 Zoning at 121 South 4th Street, in accordance with the Planning and Zoning Commission.

5. REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL -OC) DISTRICT TO R-2 (MEDIUM DENSITY RESIDENTIAL- UDC) DISTRICT: LOT 16, NORTH DEPOT SUBDIVISION, HIDALGO COUNTY, TEXAS; 2248 ORANGE AVENUE. (REZ2025-0243)

Approved the R-2 Zoning at 2248 Orange Avenue, in accordance with the Planning and Zoning Commission.

6. REZONE FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL-OC) DISTRICT TO R-2 (MEDIUM-DENSITY RESIDENTIAL-UDC) DISTRICT: LOT 5, BLOCK 3, BONNIE VIEW SUBDIVISION, HIDALGO COUNTY, TEXAS; 2117 HACKBERRY AVENUE. (REZ2025-0246)

Item withdrawn as per applicant's request.

7. REQUEST OF ADRIAN MEDINA, FOR A CONDITIONAL USE PERMIT FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE, FOR A SMOKE SHOP AT THE WEST 199.03' OF LOT 6, COUNTRY CLUB ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS; 1902 SOUTH 10TH STREET. (CUP2025-0082)

Approved a Conditional Use Permit and adopted an ordinance, for one year, for a smoke shop at 1902 South 10th Street, in accordance with the Planning and Zoning Commission.

The business must meet the requirements set forth in Section 138-118(a)(4) of the Zoning Ordinance and specific requirements as follows:

1) The property line of the lot of any of the above-mentioned business must be at least 400 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 property complies with the required 400-foot buffer and is well-separated from any residentially zoned areas, schools, churches, or public property.
2) The abovementioned business must be as close as possible to a major arterial and should not allow the traffic generated by such business onto residential streets or allow such traffic to exit into and disrupt residential areas. The subject property has frontage along South 10th Street.
3) The above-mentioned businesses must provide parking in accordance with the city off-street parking ordinance as a minimum and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking. The 1,657 square feet commercial area requires seven spaces.
4) The abovementioned business must do everything possible to prevent unauthorized parking by the patrons of such business on adjacent businesses or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances.
5) The abovementioned business should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility as much as possible of the site from a public street.
6) The abovementioned business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and property.
7) The abovementioned business shall restrict the number of people within the building to those allowed by the Planning and Zoning commission at the time of permit issuance, after having considered the recommendations of the Fire Marshal, Building Official and Director of Planning. The occupancy load for this establishment will be established by the Building and Inspections Department as part of the building permit review process.

8. CITY INITIATED ZONINGS

A. REZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT UNDER THE OLD CODE (OC) TO R-1 (LOW-DENSITY RESIDENTIAL - UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES: AVIGNON SUBDIVISION, HIDALGO COUNTY, TEXAS:
3102-3222 SOUTH 5TH LANE (LOTS 1-4 AND 9-13)
3118-3202 SOUTH 5TH COURT (LOTS 5-8) (REZ2025-0172)

Approved the R-1 (Low-Density Residential - UDC) District zoning under the new Unified Development Code (UDC) for the following properties: Avignon Subdivision, Hidalgo County, Texas:

Properties Rezoned:

- 3102-3222 South 5th Lane (Lots 1-4 and 9-13)
- 3118-3202 South 5th Court (Lots 5-8) (REZ2025-0172)

B) AMENDING THE ORDINANCE OF THE CITY OF MCALLEN.

Commissioner Joaquin Zamora moved to amend the Zoning Ordinance. The motion was seconded by Commissioner Antonio "Tony" Aguirre, and carried unanimously.

END OF PUBLIC HEARING

Mayor Javier Villalobos called the Public Hearing to order.

2. CONSENT AGENDA (ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE GOVERNING BODY AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS; HOWEVER, IF DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.)

Commissioner Joaquin Zamora moved to approve the items listed on the Consent Agenda. The motion was seconded by Commissioner Antonio "Tony" Aguirre, Jr., and carried unanimously.

A) APPROVAL OF MINUTES FOR REGULAR MEETING HELD OCTOBER 27, 2025.

Approved the Minutes for Regular Meeting held October 27, 2025.

B) SUBDIVISION MONTHLY REPORT.

Approved the Subdivision Monthly Report.

C) PARKS & RECREATION NOVEMBER PROJECT STATUS REPORT.

Approved the Parks & Recreation November Project Status Report.

D) CONSENT COOP PURCHASES

1. AWARD OF CONTRACT FOR THE PURCHASE OF THREE (3) NEW CURRENT MODEL RESIDENTIAL REFUSE TRUCKS UTILIZING BUYBOARD COOPERATIVE PRICING (PROJECT NO. 11-25-P12-01).

Awarded a contract to Rush Truck Center in the amount of $1,416,654 for the purchase of three (3) new current model Residential Refuse Trucks.

2. AWARD OF CONTRACT FOR THE PURCHASE OF THREE (3) CURRENT MODEL FRONT WHEEL LOADERS UTILIZING SOURCEWELL COOPERATIVE PRICING (PROJECT NO. 11-25-P10-01).

Awarded a contract to Doggett Heavy Machinery in the amount of $704,689.96 for the purchase of three (3) current model Front Wheel Loaders.

3. AWARD OF CONTRACT FOR THE PURCHASE OF ONE (1) CURRENT MODEL FUEL AND LUBE TRUCK UTILIZING BUYBOARD COOPERATIVE PRICING (PROJECT NO. 11-25-P08-01).

Awarded a contract to Doggett Freightliner in the amount of $293,247 for the purchase of one current model Fuel and Lube Truck.

E) CONSENT RESOLUTIONS

1. RESOLUTION FOR THE ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SHARED-USE PEDESTRIAN AND BICYCLE PATH ALONG NOLANA AVENUE.

Approved resolution for the Advance Funding Agreement (AFA) with the Texas Department of Transportation for a shared-use pedestrian and bicycle path along Nolana Avenue.

2. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FIREFIGHTER'S CHARITABLE FOUNDATION: FIRE DEPARTMENT EQUIPMENT PROGRAM.

Approved resolution authorizing the submission of a grant application to the Firefighters Charitable Foundation: Fire Department Equipment Program.

F) APPROVAL OF TAX REFUNDS OVER $500.00.

Approved tax refunds of over $500.

1. EDGAR CASTRO MALDONADO

Approved tax refunds in the amounts of $101.10; $97.90; $164.63 and $161.99.

2. JAVIER PENA

Approved a tax refund in the amount of $801.22.

3. STEVEN REYNA

Approved a tax refund in the amount of $1,206.

4. RACHEL & ALBERTO ARMANDO JR SALDANA

Approved tax refunds in the amounts of $155.80 and $527.03.

5. HALL CHASE WILLIAM

Approved a tax refund in the amount of $756.11.

3. BIDS/CONTRACTS

A) AWARD OF CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BENTSEN HIKE & BIKE TRAIL (PROJECT NO. 11-25-S20-01).

Staff recommended award of contract to Marcia Appia, LLC in the amount of $100,163 for the Bentsen Hike and Bike Trail Project.

Commissioner Joaquin Zamora moved to award the contract as recommended. The motion was seconded by Commissioner Antonio "Tony" Aguirre, Jr. and carried unanimously.

4. VARIANCES

A) CONSIDERATION OF VARIANCE REQUESTS 1.) INTERIOR STREET RIGHT-OF-WAY REQUIREMENT 2.) TO EXCEED THE MAXIMUM BLOCK LENGTH REQUIREMENT AND 3.) TO EXCEED THE CUL-DE-SAC LENGTH REQUIREMENT FOR A PROPOSED ALHAMBRA ON 10TH SUBDIVISION, HIDALGO COUNTY, TEXAS; 11265 NORTH 10TH STREET.

Staff Recommended approval of variance Requests 1.) Interior Street Right-of-Way requirement 2.) to exceed the maximum Block Length requirement and 3.) to exceed the Cul-De-Sac Length requirement at 11265 North 10th Street.

Commissioner Joaquin Zamora moved to approve the variance as recommended. The motion was seconded by Commissioner Antonio "Tony" Aguirre, Jr., and carried unanimously.

B) CONSIDERATION OF VARIANCE REQUESTS TO 1.) LOT NOT FRONTING A PUBLIC STREET AND 2.) NOT TO PROVIDE THE 4 FT. REQUIRED SIDEWALK FOR A PROPOSED BICENTENNIAL ONE SUBDIVISION, HIDALGO COUNTY, TEXAS; 809 SOUTH 19TH ½ STREET.

Staff recommended approval of variance requests to 1.) Lot not fronting a public street and 2.) not to provide the 4 ft. required sidewalk at 809 South 19th ½ Street.

Commissioner Joaquin Zamora moved to approve the variance as recommended. The motion was seconded by Commissioner Rodolfo "Rudy" Castillo and carried unanimously.

C) CONSIDERATION OF VARIANCE REQUESTS TO 1.) 58.73 FT. OF RIGHT-OF-WAY WITH A 4 FT. SIDEWALK ON THE NORTH SIDE ONLY, AND 2) TO ONLY DEDICATE 5 FT. FOR A TOTAL OF 55 FT. RIGHT-OF-WAY ON NORTH 2ND STREET, AND 3.) EXCEEDING THE REQUIRED CUL-DE-SAC LENGTH FOR PROPOSED HIDDEN GROVE ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS; 8601 NORTH 2ND STREET.

Staff recommended approval of variance requests to 1.) 58.73 ft. of Right-of-Way with a 4 ft. sidewalk on the north side only, and 2) To only dedicate 5 ft. for a total of 55 ft. Right-of-Way on North 2nd Street, and 3.) Exceeding the required Cul-De-Sac length at 8601 North 2nd Street.

Commissioner Antonio "Tony" Aguirre, Jr moved to approve the (insert wording) as recommended. The motion was seconded by Commissioner Joaquin Zamora and carried unanimously.

D) CONSIDERATION OF VARIANCE REQUEST TO 1) NOT PROVIDE ADDITIONAL RIGHT-OF-WAY DEDICATION TO THE EXISTING CUL-DE-SAC OF THIS RE-PLAT SUBDIVISION; 2600 SOUTH 39TH STREET.

Staff recommended approval of variance requests to 1) not provide additional Right-of-Way dedication to the existing Cul-De-Sac of this Re-Plat Subdivision; 2600 South 39th Street.

Commissioner Joaquin Zamora moved to approve the variances as recommended. The motion was seconded by Commissioner Rodolfo "Rudy" Castillo and carried unanimously.

5. MANAGER'S REPORT

A) FUTURE AGENDA ITEMS.

Items of upcoming workshops were reviewed as follows: None

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

On behalf of the Presiding Officer, City Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 Consultation with Attorney on Item 6B and Section 551.087 Economic Development on Item 6A.

Mayor Javier Villalobos recessed the meeting at 5:15 pm to go into Executive Session. Mayor Javier Villalobos reconvened the meeting at 5:53 pm and noting the following city commission members present: Mayor Javier Villalobos, Mayor Pro Tem Victor "Seby" Haddad, Commissioner Rolando "Rolly" Rios, Commissioner Antonio "Tony" Aguirre, Jr., Commissioner Joaquin Zamora, Commissioner Rodolfo "Rudy" Castillo and Commissioner Jose R. "Pepe" Cabeza de Vaca

A) CONSIDERATION OF ECONOMIC DEVELOPMENT MATTERS. TEX. GOV'T. CODE §551.087.

Commissioner Joaquin Zamora moved to authorize the City Attorney and City Manager to proceed as described in executive session. The motion was seconded by Commissioner Jose R. "Pepe" Cabeza de Vaca and carried unanimously.

B) CONSULTATION WITH CITY ATTORNEY REGARDING LEGAL ASPECTS OF CONTRACTS. TEX. GOV'T. CODE §551.071.

Commissioner Joaquin Zamora moved to authorize the City Attorney and City Manager to proceed as described in executive session. The motion was seconded by Commissioner Jose R. "Pepe" Cabeza de Vaca and carried unanimously.

ADJOURNMENT

Without objection the meeting was adjourned at 5:54 p.m.

_____
Javier Villalobos, Mayor

Attest:

_____

Perla Lara, TRMC/CMC, CPM
City Secretary

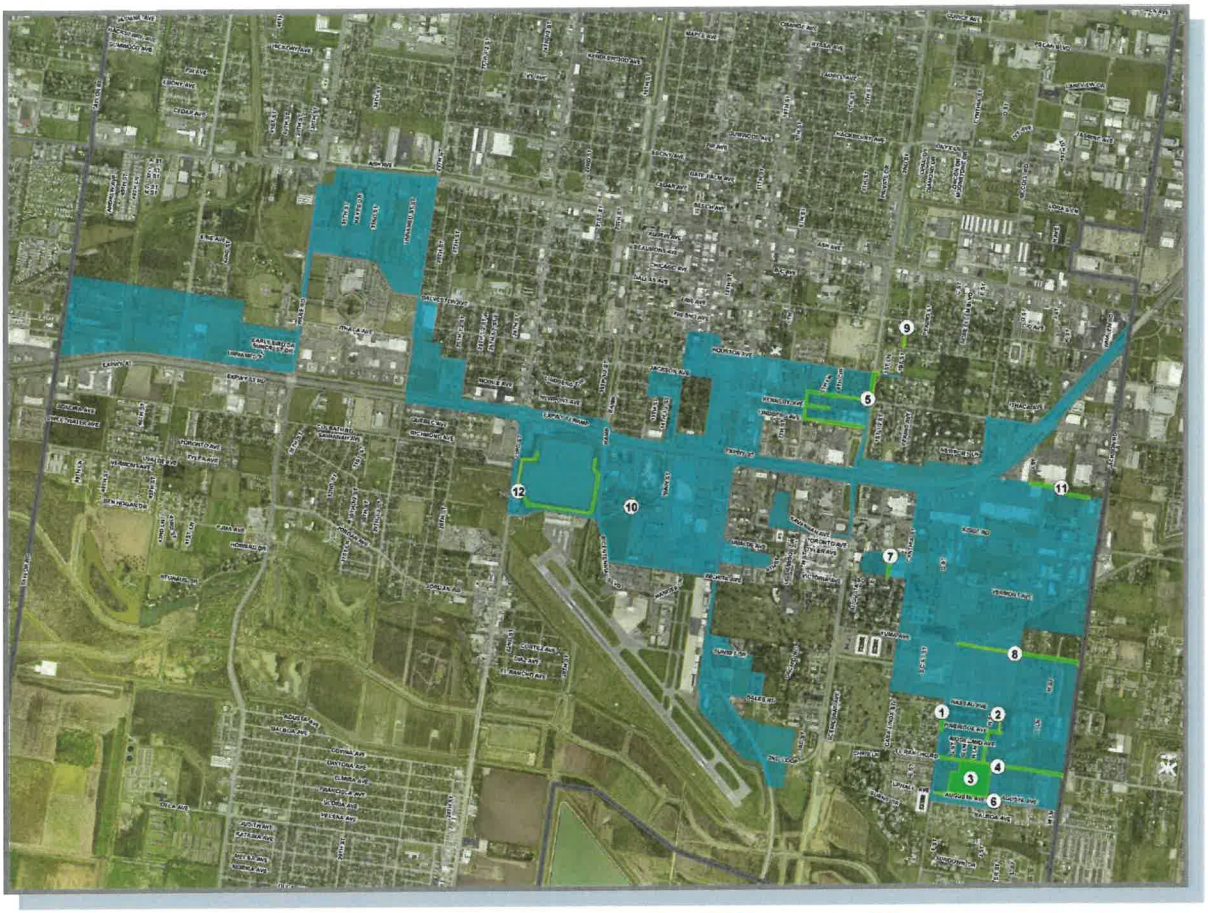
CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 1.B.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: Annual update for project progress for McAllen TIRZ #2A.
2. Party Making Request:
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:
   Bid Amount: _____ Budgeted Amount: _____
   Under Budget: _____ Over Budget: _____
   Amount Remaining: _____
7. Routing:
   Michelle Rivera Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve -AWS
11. Manager's Recommendation: Approve. IJT



TAX INCREMENT REINVESTMENT ZONE (TIRZ) #2A

CAPITAL IMPROVEMENT PROJECT STATUS REPORT

Through September 30, 2025

EXECUTIVE SUMMARY

The City of McAllen's Tax Increment Reinvestment Zone (TIRZ) #2A is generally situated along Interstate 2 between Taylor Road and US Business 83. The City has currently funded elven capital improvement projects within the TIRZ #2A boundary that consist of various roadway and drainage infrastructure improvements.

Eight projects focus on introducing new drainage infrastructure to address localized flooding and improve overall stormwater drainage. Two projects target transportation mobility and propose expanding existing roadway corridor infrastructure. The final project involves preparing nearly 70-acres of land for future development.

The projects are in various stages of development and/or construction with expenditures to date totaling ***$3,766,450.91.***

The following narratives provide a brief project background and status through September 30, 2025.

EL RANCHO DRAINAGE IMPROVEMENTS

Project Description
The El Rancho Regional Stormwater Detention Facility (RDF) will serve approximately 300 acers of residential development in and around the area of El Rancho and S. McColl Roads. The project consists of fully developing the existing stormwater detention pond to its fully developed state, design of storm water pump station, and associated drainage improvements.

Progress to Date
Construction reached substantial completion in September of 2025 and is currently in the closeout phase.

Expenditures to Date
A total of ***$1,477,672.96*** has been expended on professional engineering and construction services.

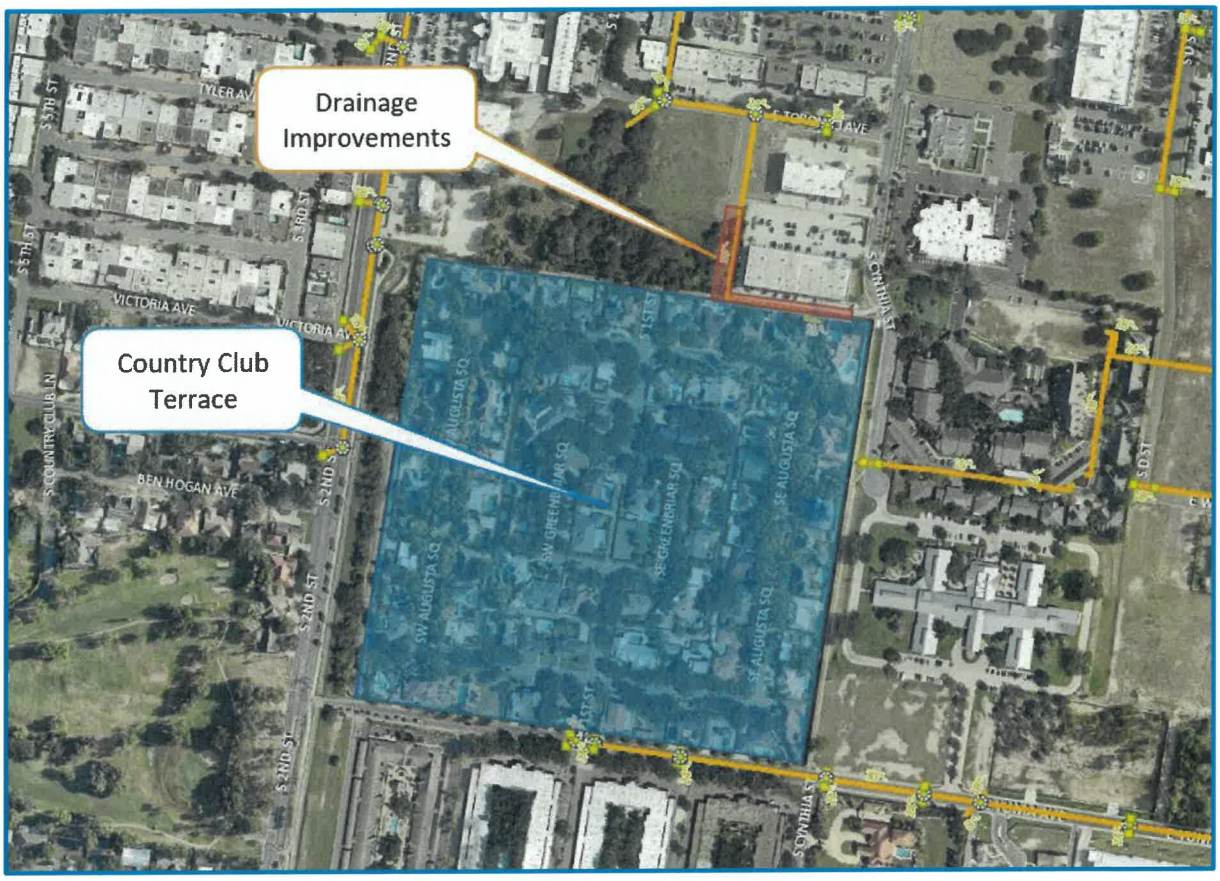
BOEYE RESERVOIR REDEVELOPMENT

Project Description
The scope of work focuses on preparing of the former Boeye Reservoir site for future development. The site sits on nearly 70-acres adjacent to Interstate 2 and was replaced in 2009 with a new one. Proposed activity includes earthwork to bring the site to adjacent grades.

Progress to Date
Mass grading activities began in late 2024. Site activity reached approximately 80% completion as of September 2025.

Expenditures to Date
A total of ***$914,112.25*** has been expended on professional services and initial demolition operations.

COUNTRY CLUB TERRACE DRAINAGE IMPROVEMENTS



Project Description
The Country Club Terrace subdivision experiences localized flooding, especially high intensity, short duration storm events. The project consists of improvements to the storm sewer system offsite of the subdivision to the north. This project will also Include signed and sealed construction planes and construction documents, bidding assistance and construction administrative services.

Progress to Date
Design is complete. Signed and sealed construction documents were submitted. Right-of-way acquisition efforts for storm sewer infrastructure ongoing. Anticipated time for project completion to run through 2026.

Expenditures to Date
A total of ***$14,121.20*** has been expended on professional engineering services.

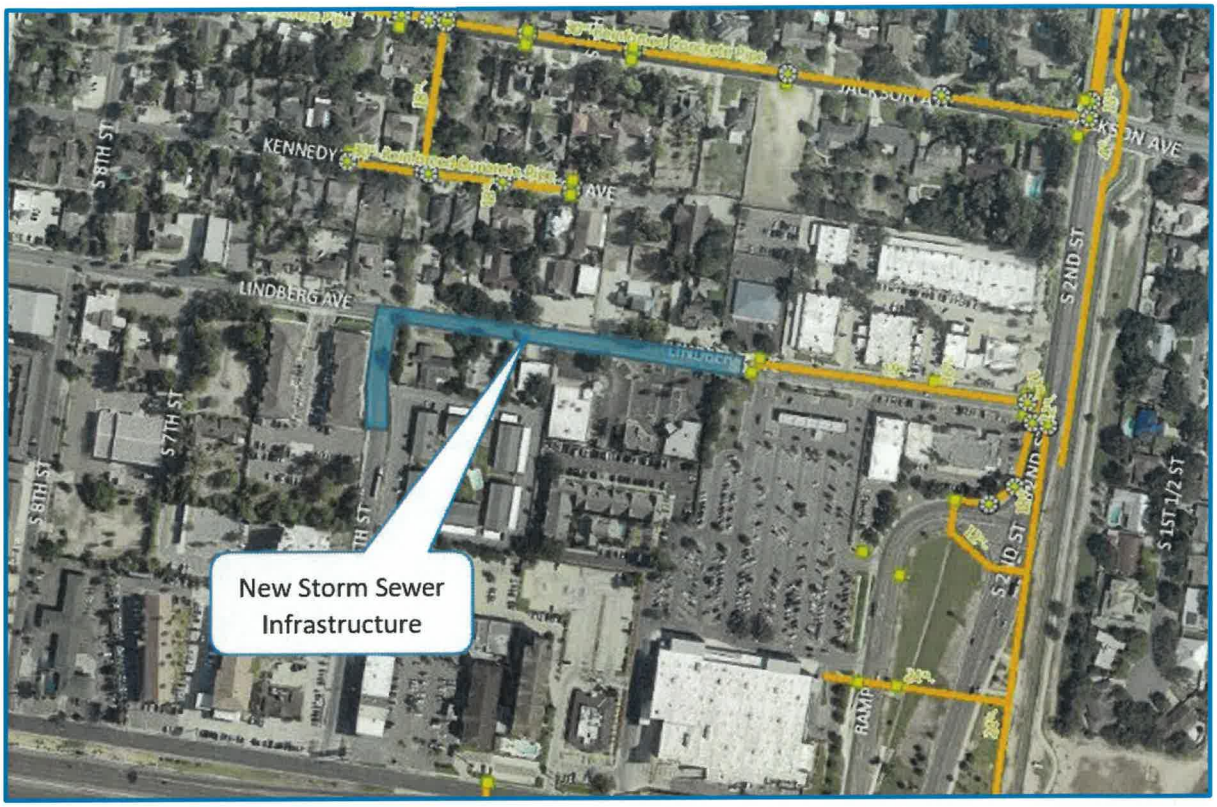
DALLAS AVENUE AT SOUTH 1ST ST DRAINAGE IMPROVEMENTS

Project Description
This project will introduce much need storm sewer infrastructure in the immediate vicinity of Dallas Avenue at South 1st Street to address localized flooding affecting adjacent residents.

Progress to Date
Design is complete and construction documents are at 90%. Bidding and award are anticipated to occur the 1st quarter of 2026. Construction is expected to run through the third quarter of 2026.

Expenditures to Date
A total of ***$18,320.00*** has been expended on professional engineering services.

LINDBERG AVENUE DRAINAGE IMPROVEMENTS



Project Description
This project will extend the current storm sewer infrastructure

Progress to Date
Design is complete and construction documents are at 90%. Bidding and award are anticipated to occur the 1st quarter of 2026. Construction is expected to run through the third quarter of 2026.

Expenditures to Date
A total of ***$20,850.00*** has been expended on professional engineering services.

EL RANCHO ROADWAY AND DRAINAGE IMPROVEMENTS

Project Description
El Rancho Road currently exists as a two lane road. The proposed roadway section would consist of a four-lanes with dedicated turn lanes at the major intersecting roadways.

Progress to Date
The preliminary schematic and right-of-way mapping were completed. The design phase reached 10%.

Expenditures to Date
A total of ***$325,907.99*** has been expended on professional surveying and mapping services.

YUMA AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS

Project Description
Yuma Avenue provides east-west connectivity between South 2nd Street and Jackson Avenue. The majority of this roughly 1-mile segment of roadway currently exists as a two-lane urban section. The proposed roadway section would consist of two through lanes with a continuous left-turn lane, a dedicated shared-use path, and an innovative roundabout at McColl Road.

Progress to Date
Traffic analysis was completed and the construction document development progressed to 95%.

Expenditures to Date
A total of ***$740,175.41*** has been expended on professional engineering services.

S. McCOLL RD AT PINE RIDGE AVE DRAINAGE IMPROVEMENTS

Project Description
Due to the geographical location, and lack of topographic relief, this area experiences localize flooding, especially during high intensity, short duration storm events.

Progress to Date
The project is currently under design phase. Hydrologic and hydraulic modeling have been conducted, mitigation analysis completed, and storm sewer improvements scheduled for 60% submittal by end of November 2025.

Expenditures to Date
A total of ***$38,502.35*** has been expended on professional engineering services.

EL RANCHO SUBDIVISION DRAINAGE IMPROVEMENTS

Project Description
Due to the geographical location, and lack of topographic relief, this area experiences localize flooding, especially during high intensity, short duration storm events. El Rancho Subdivision is the second project for this area that includes topographic surveying, hydrological and hydraulic modeling, and mitigation analysis, signed and sealed construction planes and construction documents, bidding assistance and construction administrative services.

Progress to Date
The project is currently under design phase. Hydrologic and hydraulic modeling have been conducted, mitigation analysis completed, and storm sewer improvements scheduled for 60% submittal by end of November 2025.

Expenditures to Date
A total of ***$196,862.75*** has been expended on professional engineering services.

AUGUSTA AVENUE DRAINAGE IMPROVEMENTS

Project Description
Due to the geographical location, and lack of topographic relief, this area experiences localize flooding, especially during high intensity, short duration storm events. Augusta Avenue drainage improvement is the third project for this area that includes topographic surveying, hydrological and hydraulic modeling, and mitigation analysis, signed and sealed construction planes and construction documents, bidding assistance and construction administrative services.

Progress to Date
The project is currently under design phase. Hydrologic and hydraulic modeling have been conducted, mitigation analysis completed, and storm sewer improvements scheduled for 60% submittal by end of November 2025.

Expenditures to Date
A total of ***$19,926.00*** has been expended on professional engineering services.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	1.C.
DATE SUBMITTED	11/25/2025
MEETING DATE	12/8/2025

1. Agenda Item: Award of Contract for the McAllen Soild Waste Recycling Center Electrical Upgrade Project (Project No. 10-25-C06-701).

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request: Staff seeks to award a construction contract for electrical upgrades at the solid waste recycling facility.

5. Fiscal Impact Summary:
   500-4258-446-66-30-000000 $5,212,500 Sanitation Fund

   Bid Amount: $624,900.00

6. Budgeted: Yes

Bid Amount:	$624,900	Budgeted Amount:	$5,212,500
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Mario Cruz	Created/Initiated - 11/25/2025
Eduardo Mendoza	Approved - 11/25/2025
Robert Trevino	Approved - 11/25/2025
Angie Rodriguez	Approved - 11/26/2025
Sonia Resendez	Approved - 11/26/2025
Gerardo Noriega	Approved - 11/28/2025
Michelle Rivera	Approved - 12/02/2025
Austin Stevenson	Final Approval - 12/02/2025

8. Staff Recommendation: The engineer of record, The Alex Group, LLC., and staff recommend award of contract to ***Titan Industrial Construction, LLC., of McAllen, Texas, for $624,900.00*** with a contract time not to exceed ***180-calendar days***.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: December 8, 2025

Subject: **Award of Contract for the McAllen Soild Waste Recycling Center Electrical Upgrade Project (Prj. No. 10-25-C06-701)**

Goal
Staff seeks to award a construction contract for electrical upgrades at the solid waste recycling facility.

Explanation
The Purchasing and Contracting Department received one bid in response to the solicitation for the above referenced project.

The scope of work consists of infrastructure upgrades at the existing recycling center building in preparation for future equipment and anticipated electrical loads. Work includes installation of new electrical panels, transformer, and wiring runs. It also includes high-bay lighting fixtures and circulation and exhaust fans.

The official bid tabulation is attached for your review.

Options
1) Award the contract.
2) Reject the bid and advertise.

Recommendation
The engineer of record, The Alex Group, LLC., and staff recommend award of contract to ***Titan Industrial Construction, LLC., of McAllen, Texas, for $624,900.00*** with a contract time not to exceed ***180-calendar days***.

CITY OF McALLEN

INTERNAL USE

BID OPENING: NOVEMBER 12, 2025 AT 3:00 PM CDT
LOCATION: MCALLEN CITY HALL, 2ND FLOOR, CONFERENCE ROOM 2A
PROJECT NO. 10-25-C06-701 MCALLEN SOLID WASTE RECYCLING CENTER ELECTRICAL UPGRADE

						BIDDERS
						TITAN CONSTRUCTION LLC MISSION, TEXAS
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	EXT PRICE
1	90924-01	BASE	LUMP SUM AMOUNT FOR MCALLEN SOLID WASTE RECYCLING CENTER ELECTRICAL UPGRADE TO INCLUDE RECYCLING CENTER (A), MRF BUILDING (B), AND ABIDING BY SPECIFICATIONS (C).	LS	1	$624,900.00
					GRAND TOTAL:	$624,900.00
					BID SECURITY:	SUBMITTED
					BID FORM (PG 14-15):	SUBMITTED
					SUPPLEMENT FORMS (PG 16-19):	SUBMITTED
					COMPLETION TIME (NOT TO EXCEED 180 CALENDAR DAYS):	180
					(W-9):	SUBMITTED
					ADDENDA:	SUBMITTED

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 1.D.
DATE SUBMITTED 11/26/2025
MEETING DATE 12/8/2025

1. Agenda Item: Award of Contract for Bus Rapid Transit and Transit Oriented Development Plan (Project No. 08-25-S68-306).

2. Party Making Request: Mario Delgado

3. Applicant:

4. Nature of Request: To ensure that Metro McAllen Transit Services are effective and efficient, and to expand services to provide quality transportation options to our patrons.

5. Fiscal Impact Summary: 556-4764-444-63-45 Budget Amendment $1,000,000
   556-0000-331-14-01 Federal Transit Administration Grant $1,000,000
   No Local Match.

   Approved Subject to a Budget Amendment.

6. Budgeted: Budget Amendment

Bid Amount:	$941,472.07	Budgeted Amount:	$1,175,000
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Angela Cano	Created/Initiated - 11/26/2025
Mario Delgado	Approved - 11/26/2025
Gerardo Noriega	Approved - 11/28/2025
Angie Rodriguez	Approved - 11/28/2025
Sonia Resendez	Approved - 11/28/2025
Austin Stevenson	Approved - 12/01/2025
Juan Olaguibel	Final Approval - 12/02/2025

8. Staff Recommendation: Staff recommends approval to negotiate scope and services and related fees with the top ranked firm, AECOM, Chicago, Illinois. If negotiations are unsuccessful, staff also recommend requesting City Manager's approval to cease negotiations and initiate negotiations with next highest ranked firm.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

MEMO

TO: **Isaac J. Tawil, City Manager**

FROM: **Mario Delgado, Ph. D., Transit Director** MD

DATE: **November 14, 2025**

SUBJECT: **Authorization to Execute a Contract with AECOM Based on Negotiated Scope and Fees for Bus Rapid Transit and Transit Oriented Development Plan**

- **Goal** – To ensure that Metro McAllen Transit Services are effective and efficient, and to expand services to provide quality transportation options to our patrons.

- **Background** – During the October 13th City Commission Meeting the Transit Department received authorization to negotiate scope and fees for Bus Rapid Transit and Transit Oriented Development Plan with AECOM.

  Staff successfully negotiated Scope and Fees for the above-mentioned project. The amount negotiated is $941,472.07, which is within budget and covered 100% by a Federal Transit Administration Grant.

- **Options**
  1. Authorize Staff to execute a contract with top firm AECOM

  2. Reject staff recommendations and seek alternative options

- **Recommendation** – Staff recommends approval to execute a contract based on negotiated scope and services and related fees with the top ranked firm, AECOM, Chicago, Illinois.

AECOM Delivering a better world

Metro McAllen BRT & TOD Study

Fee Summary

Task #	Task Name	Prime: AECOM					Sub: ATG				Sub: Asri				Task Order Total			
		Metro McAllen BRT & TOD Study					Metro McAllen BRT & TOD Study				Metro McAllen BRT & TOD Study							
		Hrs	Labor	ODCs (supplies)	ODCs (travel)	Total	Hrs	Labor	ODCs (travel)	Total	Hrs	Labor	ODCs (travel)	Total	Hrs	Labor	ODCs	Total
1	Project Management	228	$ 42,405.07	$ -	$ 4,960.48	**$ 47,365.55**	50	$ 10,646.12	$ -	**$ 10,646.12**	0	$ -	$ -	**$ -**	278	$ 53,051.18	$ 4,960.48	$ 58,011.66
2	Outreach & Engagement	689	$ 97,851.44	$ 3,178.00	$ 4,023.80	**$ 105,053.24**	110	$ 21,054.19	$ 1,897.00	**$ 22,951.19**	0	$ -	$ -	**$ -**	799	$ 118,905.64	$ 9,098.80	$ 128,004.44
3	Policy Review, Data Collection, & Analaysis	806	$ 117,802.85	$ -	$ -	**$ 117,802.85**	484	$ 84,411.24	$ -	**$ 84,411.24**	0	$ -	$ -	**$ -**	1290	$ 202,214.09	$ -	$ 202,214.09
4	Strategic Corridor Planning	1130	$ 168,346.55	$ -	$ -	**$ 168,346.55**	390	$ 69,746.50	$ -	**$ 69,746.50**	96	$ 19,872.00	$ -	**$ 19,872.00**	1616	$ 257,965.05	$ -	$ 257,965.05
5	Station Area Planning	614	$ 88,360.55	$ -	$ -	**$ 88,360.55**	124	$ 22,817.11	$ -	**$ 22,817.11**	0	$ -	$ -	**$ -**	738	$ 111,177.65	$ -	$ 111,177.65
6	Final Report & Adoption Assistance	935	$ 142,962.44	$ -	$ -	**$ 142,962.44**	210	$ 41,136.73	$ -	**$ 41,136.73**	0	$ -	$ -	**$ -**	1145	$ 184,099.17	$ -	$ 184,099.17
	Subtotals	**4402**	**$ 657,728.89**	**$ 3,178.00**	**$ 8,984.28**	**$ 669,891.17**	**1368**	**$ 249,811.89**	**$ 1,897.00**	**$ 251,708.89**	**96**	**$ 19,872.00**	**$ -**	**$ 19,872.00**	**5866**	**$ 927,412.79**	**$ 14,059.28**	**$ 941,472.07**

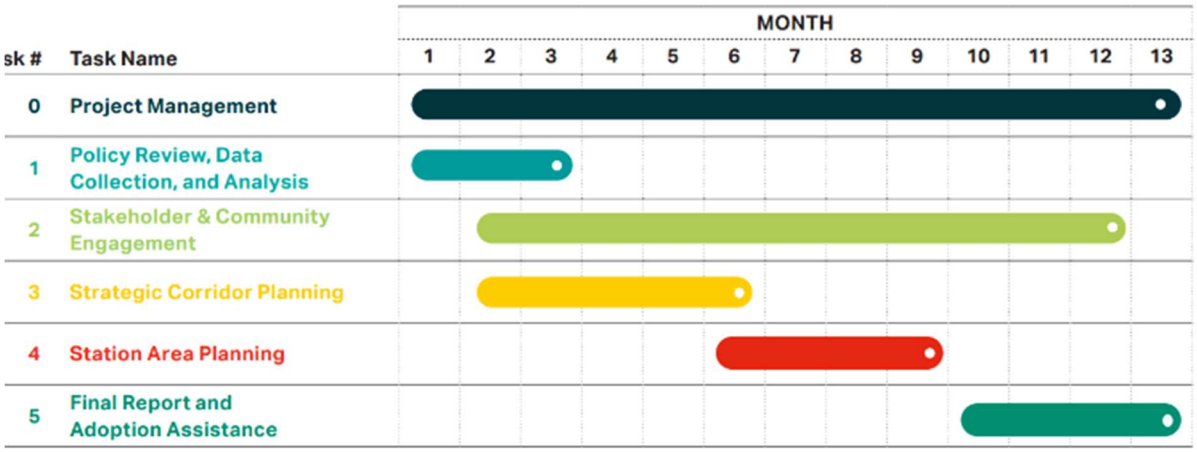
AECOM Technical Services, Inc. is pleased to make this offer for the Metro McAllen BRT & TOD Feasibility scope dated **,**,2025 for award under our agreement #*****, dated **,**,2025.

Representative authorized to bind the consultant to this Task Order:

Name:
_____
Signature:
_____
Date:
_____

Metro McAllen Contract Negotiation.
Scope of Work. Draft 02
Bus Rapid Transit (BRT) Feasibility & Transit-Oriented Development (TOD) Strategic Implementation Plan

Schedule



Scope of Work & Technical Approach

Task 1 Project Management

The AECOM project manager is responsible for developing and maintaining the Project Schedule for major tasks and deliverables as defined within the scope. Bi-weekly virtual progress meetings shall be held to review progress and plan future work items. The frequency of meetings may change throughout the life of the project to align with project needs. The AECOM project manager will prepare meeting agendas and brief meeting summaries following each meeting. Summaries will document task status and key action items to be addressed by the project team, and Metro McAllen. The project team will prepare monthly progress reports and invoices in accordance with the contract.

The AECOM PM will:

- Develop a Project Management Plan.
- Prepare a Project Schedule.
- Schedule and Facilitate a Project Kickoff Meeting.
- Monitor Progress Monthly.
- Establish a Document Control System and QA/QC Standards
- Schedule and Facilitate Bi-weekly Project Management Meetings.

- Manage and Allocate Team and Subconsultant Resources.
- Coordinate with Other Agencies and Entities, As Necessary.

DELIVERABLES

- Project Management Plan
- Project Schedule
- QA/QC Plan
- Monthly Invoices and Progress Reports
- Bi-Weekly Meeting Agendas and Notes

Task 2. STAKEHOLDER AND COMMUNITY ENGAGEMENT

AECOM's public involvement strategy for the Study is built around equity, clarity, and collaboration. Included is a results-based outreach plan that connects residents, policy makers, and private development interests to a shared vision for BRT and transit-oriented growth. By integrating grassroots outreach, milestone steering committee meetings, and digital tools, we will meet people where they are, with emphasis on McAllen Central Station to capture the voices of daily cross-border travelers and incorporate them into the Study's recommendations. To maximize the benefits of travel budgets, AECOM will strive to hold stakeholder and public engagement opportunities in clusters.

2.1 Prepare Outreach and Engagement Plan

AECOM will prepare the Outreach and Engagement Plan, including approach, methods, and schedule. AECOM will confirm language-access needs, translation requirements, and Section 508 compliance.

DELIVERABLES

- Draft and Final Outreach and Engagement Plan

2.2 Establish and Engage Steering Committee and Key Stakeholders

AECOM assumes that the project will require a total of two in-person steering committee meetings in two phases; one tied to needs assessment and one tied to performance measures. AECOM will schedule meetings and coordinate venues. AECOM assumes that the City will provide incentives (refreshments) and will distribute invitations with AECOM's support. To support these advisory committee meetings, AECOM will develop and maintain committee contact lists with input from the City of McAllen, updating information following each meeting. AECOM will prepare meeting materials for each meeting to include a fact sheet, a presentation, and prepare and print ancillary materials like sign-in sheets and nametags. AECOM will also prepare survey and engagement tools (e.g.,

Mentimeter) to increase engagement during committee meetings. AECOM will provide bilingual staff support for each of the meetings (one technical and one engagement support staff). To further engage key stakeholders such as private development organizations and affordable housing interests, which will be represented on the steering committee but may require more focused conversation, AECOM assumes two supplemental, topical focus group meetings will be held in-person. For these meetings, AECOM will provide a similar level of support as compared to the steering committee meetings.

AECOM will provide summaries of each phase of meetings, with a focus on feedback provided by committee members. To support the draft/final report phase, AECOM will develop correspondence for the committee to notify members of report availability and encourage feedback (distribution by the City/the City's selected marketing firm; see Task 2.6).

DELIVERABLES

- Draft and regular updates to the steering committee contact list
- Draft and final invitation materials
- Two support staff members for each of four in-person committee meetings/focus group sessions
- Draft and final meeting materials including a fact sheet, presentations, sign-in sheets, nametags and interactive engagement tools
- Draft and final correspondence related to report availability

2.3 Prepare and Translate Engagement Materials

AECOM will develop materials for two distinct phases of public outreach including a fact sheet (one update), FAQs (one update), high-quality, visual exhibits (one set per engagement phase) and interactive materials (one set per engagement phase). Outreach phase one will be tied to the needs assessment and outreach phase two will be tied to performance measures. All materials will be translated and Section 508 compliant.

DELIVERABLES

- Draft and final fact sheet plus one update
- Draft and final FAQs/responses plus one update
- Draft and final exhibits (two sets)
- Draft and final interactive materials such as surveys, mapping exercises, dot voting or marble-dropping exercises (two sets)

2.4 Facilitate Public Engagement through Pop-up Events and Online

To best connect with all communities, AECOM will support the city in engaging the public through pop-up/go-where-they-gather activities and robust online feedback opportunities in two distinct phases. Outreach phase one will be tied to the needs assessment and outreach phase two will be tied to performance measures. For each outreach phase, AECOM will manage the logistics for four pop-up engagements, which will be held via tabling at existing community events/meetings or areas with existing high foot traffic. Engagement at or near existing transit facilities, such as McAllen Central Station, will be prioritized in logistics planning to capture unique cross-border perspectives and the perspectives of existing transit users. AECOM will also support staffing for these engagements, providing three staff members (mix of technical and engagement; minimum of two bilingual) for each pop-up. AECOM assumes the City of McAllen will also support staffing engagements. To supplement in-person engagement activities, AECOM will support the City in developing robust online engagement experiences for each of the two distinct engagement phases. Online engagement opportunities delivered via ArcGIS and linked to the City's existing website will launch alongside in-person engagement opportunities and remain available for a minimum of three weeks. All online engagement activities and materials will be provided in English and Spanish and will be designed to reflect the same materials and feedback opportunities of in-person engagements. AECOM and the City will establish engagement goals for each phase of engagement. AECOM will provide weekly engagement quick stats to evaluate performance against established goals and suggest any course-corrections needed.

DELIVERABLES

- Logistics and staffing for a total of eight pop-up engagements in two distinct phases
- Platform and materials for two distinct phases of online engagement
- Weekly engagement quick stats to evaluate performance against established goals

2.5 Engagement Summaries

Proper documentation of project engagement is critical for project success and to facilitate next steps. AECOM will support the City by developing a comprehensive engagement summary report in three distinct sections: section one will summarize the first round of steering committee and public outreach, section two will summarize the second round of steering committee and public outreach, and section three will summarize the promotional strategies deployed to publicize the draft/final report. Summaries will report qualitative and quantitative data regarding approach, participation and feedback.

DELIVERABLES

- Draft and final engagement summary section 1
- Draft and final engagement summary section 2
- Draft and final compiled engagement summary (including section 3)

2.6 Coordination with Marketing Firm

AECOM will support the City in driving traffic to/publicizing pop-up engagements and online engagement activities by providing base information/copy and graphic standards (fonts, colors, logos, etc.) to the marketing firm procured by the City of McAllen for each of two distinct outreach phases. To support the draft/final report phase, AECOM will provide base information/copy for public-facing announcements to notify the public of report availability and encourage feedback. AECOM assumes the marketing firm will develop promotional plans and draft and final promotional materials for use across all City of McAllen-preferred channels at each of these three phases, but AECOM will share promotional ideas (for example, asking the steering committee to support promotion) with the marketing firm through regular coordination channels. AECOM will work with the firm to review draft materials in English and Spanish and confirm accuracy/consistency with other project materials.

DELIVERABLES

- Provide base information/copy and design standards for two distinct outreach phases and the draft/final report announcement phase
- Review marketing materials in three phases

Task 3. POLICY REVIEW, DATA COLLECTION, & ANALYSIS

3.1 Plans, Policy and Regulatory Review

- Identify and analyze federal, state, and local regulations to identify potential barriers or conflicts with BRT/TOD.
- Compile and review previous and concurrent applicable plans and studies. This may include but is not limited to Land Use, Zoning, Comprehensive Plan, Design Guidelines, Transit Plans, and Capital Improvement Plans.

DELIVERABLES

- Key Takeaways Summary

3.2 Data Collection and Analytics Standards

- Collect available GIS and spatial datasets from national, state, and local sources to support the analysis. This may include demographic, transportation, housing, land development (land use, zoning, parcel data), employment, economic development, housing and commercial real estate data. Data sources include publicly available sources (i.e. Census, ACS, EMSI, LEHD, BLS, Tax Assessor), and subscription-based data (Urban Footprint, Placer.ai, CoStar).
- Request remaining data from the City and partner agencies (County, MPO, TXDOT).
- Develop the Authoritative Data Index. Maintain comprehensive records documenting the source, vintage, and version of all datasets used in the analysis.
- Establish project basemap(s) and geodatabase.

3.3 Socio-Demographic Analysis

Employment and Population Density Analysis

- Summarize recent employment and population densities by block group, using publicly available datasets (Census, ACS), and assigning a score based on naturally occurring breaks.
- Combine employment and population densities into a Land intensity index score and map, allowing comparison with industry standards for supportable densities for transit.
- Review demographic changes comparing 2010-2025 data to inform speed of change.
- Contextualize findings with findings from the 2023 Comprehensive Plan.

Transit Propensity Analysis

- Quantify transit propensity using 5-Year American Community Survey (ACS) Block Group Estimates.
- Calculate block group densities for each variable and sum existing density values for all variables.
- Assign block groups a transit propensity score based on naturally occurring breaks in this aggregated density value across all study area block groups.

DELIVERABLES

- "Who We Are": Corridor socio-demographic profile summary (PPT) with key takeaways, key statistics and maps
  - Employment and Population Density Analysis Maps
  - Land Intensity Map

- Transit Propensity Map

3.4 Mobility and Connectivity Assessment

Existing Conditions

- Identify existing transit and corridor volumes using a combination of existing and available ridership data, existing traffic count data and network performance indicators developed using Streetlight or equivalent.

Travel Pattern Analysis

- Analyze existing network performance and corridor travel times using a combination of performance metrics (travel time, speed, capacity, transit travel time, etc.) developed using existing data and regional metrics. Analysis will determine general flow rates and conceptual level-of-service during peak periods, as well as peak transit demand periods.
- Analyze travel pattern data informed by neighborhood boundaries, existing bike/walking barriers (i.e., rivers, railroads, interstates), and area characteristics.
- Map trip data by trip density, intra-district trips, and inter-district trips.

Existing Transit Ridership Gap Analysis

- Calculate the level of existing weekday transit ridership occurring within a given block group, boarding (ons) and alighting (offs) for all bus stops within a given block group.
- Apply a buffer to the block group layer prior to aggregating to capture ridership from complete stop pairs, which typically straddle major roadways.
- Calculate a total block group transit ridership density. Assign study area block groups a score from 1 to 5 based on naturally occurring breaks (Jenks Natural Breaks) in the distribution of study area block group ridership densities.
- Determine opportunities for improving connectivity through network level gap analysis of existing facilities for pedestrians, cyclists, etc. to access transit facilities within the study area.

DELIVERABLES

- <u>How We Move:</u> Corridor mobility and connectivity summary (PPT) with key takeaways, statistics and maps:
  - Travel Pattern Analysis Map(s)
  - Existing Transit Ridership Map(s)

3.5 Land Use, Development and Zoning Analysis

Existing, future land use and zoning regulations will be analyzed to assess the corridor's readiness for transit-supportive development from a regulatory perspective and start to identify the scale of need or opportunity for land use or zoning changes that would be needed to support BRT, based on the character of established neighborhoods.

AECOM will map and analyze the following items:

- Existing land use: Map and analyze existing land uses and built environment characteristics.
  - Preservation Areas: identify land uses that warrant preservation or protection from change such as parks, community facilities, and established, built-out neighborhoods.
  - Activity Centers: mapping location of key community destinations that generate transit trips, could benefit from increased access such as clinics, grocery stores, schools, social services agencies, etc.
  - Model in ArcUrban existing land uses to provide existing KPIs to compare Task 3 land use modeling.
- Future land use and zoning:
  - Mapping zoning districts and identifying categories that are supportive or barriers to TOD, based on allowable intensities and mix of uses.
  - Model future land use from Comprehensive Plan allowable under existing zoning districts, using ArcUrban, providing a baseline regulatory context to the corridor study.
- Parcel Analysis:
  - Susceptibility to Change: Analyzing tax assessor parcel data to identify parcels susceptible to higher-intensity development due to transit and land use improvements. Index-based analysis considers vacancy, land value to assessed value ratio, plot coverage ratio, structure age. This analysis excludes uses that warrant preservation (see above).

DELIVERABLES

- "Our Places": Summary of land use and regulatory opportunities and challenges, statistics and maps (PPT) including:
  - Existing Land Use Map, Future Land Use Map
  - Activity Centers and Preservation Areas map

- Susceptibility to Change

3.6 Housing and Market Scan

TOD aims to deliver housing and catalyze commercial development near transit to maximize fiscal revenue, ridership potential and deliver on the City's needs for housing, affordable housing, and community amenities. AECOM will review the 2023 Comprehensive Plan to contextualize general market analysis, barriers and opportunities in particular for:

- Housing needs, in particular for affordable housing, housing types and tenure
- Market demand and needs, in particular for retail, office, multi-family and mixed-use development products.

AECOM will supplement this review with a market scan using CoStar to update if needed key market indicators, and development pipeline near the corridor.

DELIVERABLES

- "How We Live": Housing and market scan summary (PPT) with key take-aways and relevant data points / tables / charts.

3.7 TOD Ordinance Best Practice Research

Research national best practice case studies for TOD in comparable markets to McAllen to provide best practice TOD Ordinance and policy examples to support and catalyze TOD. Focus areas may include:

- Zoning or regulatory changes
- Policies and incentives to support affordable housing, GHG emission reduction and air quality, accessibility, EJ population access, etc.

DELIVERABLES

- Policy best practice memo with images (Word or PPT memo), no more than 10 pages

3.8 Existing Conditions Analysis Summary

The analysis and summaries produced in Task 1 will be consolidated into a cohesive and executive-level summary highlighting key take-aways and insights for next steps. This content will be repurposed for public and stakeholder outreach events in Task 2.

DELIVERABLES

- Presentation summarizing key take-aways for Steering Committee, leadership or public outreach use, including short supportive narrative, maps and key charts (PPT)

Task 4. STRATEGIC CORRIDOR PLANNING

4.1 Guiding Principles

- Establish a set of guiding principles to shape decision-making in key areas such as mobility, equity, economic development, affordable housing, environmental, and access for disadvantaged populations. These principles will act as a compass, helping navigate complex trade-offs and ensuring strategies align with community priorities.

4.2 BRT-TOD corridor evaluation criteria

- Develop a TOD readiness evaluation framework for station areas along the BRT corridor in the City of McAllen.
- Using data collected in Task 3, identify a preliminary readiness framework that includes up to ten (10) evaluation criteria and corresponding analytical or calculation methods to assess TOD readiness.

DELIVERABLES

- Spreadsheet of TOD evaluation criteria with associated methods.

4.3 BRT Route Alternatives Evaluation

To support corridor-level planning and evaluation, this task will identify and analyze key travel patterns within the study area. The following steps outline the approach for identification and evaluation of routes.

Route Identification

- Identify and validate key travel patterns by analyzing top trip pairs and comparing them with Travel Demand Model (TDM) outputs.
- Define major travel corridors by connecting significant activity centers.
- Overlay existing transit services onto these corridors and detail service characteristics for each corridor.
- Analyze demographic and trip data within a 1-mile buffer of each corridor including temporal variations. All data will be normalized by corridor length to support consistent and comparative evaluation across corridors.

Route Scoring Criteria

- Calculate scores using a min-max normalization method on a scale of 5. Further refine parameters with Metro McAllen. Conduct weighted overlay analysis to derive a composite score and identify the top 5 corridors.

DELIVERABLES

- Initial Corridors List
- Route Scoring Methodology and Results
- Refined List of Top 5 Corridors

4.4 BRT Stops Evaluation

Stop Identification

- Once the top corridors are selected, refine routing and stop locations identified at endpoints and high-demand areas, following FTA Urbanized Areas Formula Grant Programs Guidance (FTA C 9050.1A).
- Determine potential transfer points using existing and planned routes, stakeholder input, and relevant studies. To evaluate transfer stop performance, utilize annual ridership data from Metro McAllen for scoring.
- Review transit arrival times from published timetables and reference average delay data at transfer stops to assess reliability.

Stop Scoring Criteria

- Score locations by ridership, applying min-max normalization to annual stop-level ridership data, prioritizing higher-volume stops.
- Incorporate TAZ-level origin-destination data to further evaluate connectivity and demand.
- Adjust scores to reflect stakeholder input and references from existing plans or prior studies.

DELIVERABLES

- Initial Stop Locations List
- Stop Location Scoring Methodology and Results
- Refined List of Top Stop Locations

4.5 TOD Land Use Scenario

- TOD Readiness Analysis: Conduct the analysis of the two termini and proposed station locations to determine threshold land intensities (target future employment and population densities) and urban node functions. TOD Readiness will guide station area planning (Task 5) and future stations.
- Future Place Types: Identify suitable Future Place Types from the 2023 Comprehensive Plan that achieve desired land intensities (residential and employment density) for the corridor and station nodes.
- Model one (1) land use scenario on one (1) preferred route alternative the shortlisted corridor alternative using Future Place Types, on parcels highly susceptible to change within a ½ mile of the BRT proposed stations. AECOM will facilitate one virtual workshop with TAC / CAC – or other focus group as determined with the client – focused on distributing suitable Place Types along the corridor and at key stations. Based on outcomes of this workshop, AECOM will refine and finalize the recommended land use scenario for the corridor.
- KPIs such as net housing and employment densities, net developable areas, will be generated from the model and used to inform the potential economic uplift for the corridor.

DELIVERABLES

- TOD Readiness Scorecard (Spreadsheet)
- Land use scenario methodology
- Corridor map of land use scenario and KPI metrics

4.6 Policy toolkit

Develop a TOD Policy toolkit that addresses the following goals:

- Support affordable housing.
- Reduce greenhouse gas emissions
- Increase access for environmental justice populations.
- Land use and zoning code revisions to encourage TOD.
- Accessible Infrastructure

4. 7 TOD-BRT Corridor Strategy

AECOM will summarize findings and recommendations of the strategic corridor planning task into a short visually compelling presentation for public and stakeholder audiences.

DELIVERABLES

- Executive level PPT presentation (ppt)

Task 5 – Station Area Planning

5.1 Station Area Framework Plan (2)

This task will create a vision and planning framework for the two termini station areas (1/4m), to include:

- A station area map including proposed station location, potential TOD sites, active edges, open space
- Station TOD Readiness (Task 4)
- Station Typology, suitable Place Type and land use intensity target (Task 4)
- Zoom-in on land use scenario; refining parameters to achieve target land intensity
- Zoning change recommendations
- Station / stop area urban design: station footprint, parking*, access and circulation, first-last mile
- List of potential redevelopments sites with parcel assembly needs
  *does not include parking demand or traffic studies

5.2 TOD Land Development Strategies

Identify potential funding, financing and land development strategies under existing regulations. Summarize in a table format.

- Funding Strategies: LIHTC, Impact Fee
- Real estate development strategies: Joint Development, Land Acquisition, Direct Solicitation, etc.
- Innovative Financing Strategies: TIF / TIRZ

DELIVERABLES

- Consolidate Task 5 deliverables in a PPT memo:
  - Station Area Framework Plans (2 station areas)
  - TOD Land Development Strategies

Task 6 Final Plan / Adoption Assistance

6.1 Economic Uplift Analysis

Full build out of development scenario at the corridor level, including total economic value, total jobs created, sales tax revenue impacts, and property tax revenue impacts. These findings will help clarify the scale of public return relative to required infrastructure

investment, supporting discussions around cost-sharing, public-private partnerships, or targeted State support.

6.2 BRT Funding

6.2.1 Cost Estimates

- Calculate running times for each of the alignment alternatives using an Excel running time model.
- Develop O&M cost estimates using headway and span assumptions that meet minimum federal requirements for Capital Investment Grant (CIG) funded projects.
- Compare running times calculated in the previous step to the desired headway for each span of service to recommend a cycle time inclusive of the running time, a minimum 15% end of line recovery, and any additional layover needed to achieve the desired headway.
- Calculate annual vehicle revenue hours and miles using cycle times and schedule information based on weekday, Saturday, and Sunday annualization factors.

BRT O&M Costs

- Develop costs for BRT around key supply variables:
    - Directional guideway miles, equal to the length of the dedicated guideway in both directions.
    - Annual vehicle revenue hours (VRH), calculated for each service span and summed.
    - Annual vehicle revenue miles (VRM), calculated for each service span and summed.
    - Peak vehicles

Local Network Integration Plan Characteristics and O&M Estimation

- Estimate incremental changes to local network vehicle revenue miles and vehicle revenue.
- Develop local network service plans and costs in comparison against baseline network assumptions.

6.2.1 Financial Strategies

- Identify and document available funding strategies for BRT implementation, including evaluation of potential existing federal, state, and local funding programs.

6.3 Implementation Roadmap

- Outline in a table format key roles and responsibilities of various entities, sequencing and general timing (short / long term) of policy, capital projects and joint development.

6.4 Final Report for Adoption

The study's key findings and recommendations will be compiled into a visually compelling PDF Final Report for adoption. It will include previous deliverable elements listed in this scope of work:

- Strategic and Economic Uplift Narrative
- Guiding Principles
- Capital Improvement Plan
- Transit Operations Strategy
- TOD Policies / Toolkit
- Future Land use and Zoning change Recommendations
- Station Area Framework Plans
- Implementation Strategy and Funding Needs/Opportunities

Supporting technical content or methodologies will be delivered in standard AECOM formatting per previous deliverables listed in this SOW.

OPTIONAL SCOPE ITEMS (NOT INCLUDED IN FEE)

3.5 Land Use, Development and Zoning Analysis

Land Assembly Opportunities: AECOM will analyze parcel data in further detail, to identify where vacancy, ownership and susceptibility to change could inform opportunity for land assembly to catalyze development.

Fee for Added Service: $6,000

4. 8 TOD-BRT Corridor Strategy / Dashboard

Visualization of the route alternatives, proposed station locations, land use scenario, and quantitative evaluation and scoring metrics in an interactive digital format (ESRI Experience Builder or StoryMap). Dashboard will be hosted by AECOM servers (unless otherwise requested) and will remain active through the duration of the study. The dashboard can be used for internal, stakeholder and public outreach to communicate BRT route alignment, and draft policies.

Fee for Added Service: $15,000

4.9 BRT-TOD Design Guidelines

AECOM will prepare a short series of design guidelines applicable to the corridor, and more specifically the station areas to include:

- Public way guidelines (such as green infrastructure, accessibility, public realm, open space, art, lighting, etc.)
- Multimodal connectivity (first-last infrastructure)
- Urban Design (built environment interface: frontage, setbacks, planting and green infrastructure, etc.)
- BRT Station guidelines (amenities, canopy, pad, etc.)

The guidelines will refer to existing plans and guideline documents for the City, or national TOD best practices otherwise. They will be presented as a short text description and precedent images.

Fee for Added Service: $ 10,000

5.1 Station Area Framework Plan

Add-service for station area plans for other proposed stations. Scope and deliverables similar to 5.1 base service. Note this does not include proposed Catalyst Sites add service below (5.3)

Fee for Added Service per Station Area: $18,000

5.3 Catalyst Development Concepts

AECOM and the City will determine a shortlist (X) of potential catalyst sites to prioritize for redevelopment to develop further into concept design. Two scope and fee options are proposed.

- Step 1 (visioning and test-fit) will produce an initial vision and planning-level concept of development potential, possible use and scale of development on site(s), and implementation strategies. Deliverables include 3D massing model (white box), site access and circulation, and public way improvement needs. Up to two (2) design concepts per site.

Fee for Added Service: $10,000

- Step 2 (Development Concept) develops step 1 further based on economic feasibility; additional deliverables to Step 1 include: rough order of magnitude cost estimates, economic feasibility analysis, one (1) street level rendering. Option 2 is recommended to support a developer RFP in the short term (< 3 years).

Fee for Added Service: $25,000

5.4 Station Area Framework Plan Digital Deliverable

Station Area Framework Plans will be delivered as an Esri digital product (StoryMap or Experience Builder dashboard). Features may include embedded dynamic station areas mapping (recommended land use, station location), including key performance indicators at the station area level (developable area, change, household, population, jobs, etc.) Other static features such as Zoning recommendations and Design Guidelines may also be included under a StoryMap. The dashboard can be used for public and stakeholder engagement purposes and be a key component of a digital delivery of the Final TOD-BRT Study for adoption (Task 6).

Fee for Added Service: $ 20,000

6.4 Final Study for Adoption / Digital Plan

Add-service to tailor the Final Study for Adoption content in a digital and dynamic format, integrating previous digital products (Task 4 and Task 5 dashboards), and other summaries for public and executive level audiences. Preferably hosted by the City for longevity, this deliverable may be a wix website (or similar platform), Esri product, or a combination.

With this added service, AECOM would recommend previous digital deliverables be hosted by the City's ArGIS Online account. Level of effort required to coordinate on data standards with the City team for previous tasks is included in this task's fee.

Fee for Added Service: $55,000

CONTRACT AGREEMENT FOR
PROFESSIONAL SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the _____ day of _____, in the year _____, between the CITY OF MCALLEN, hereinafter called the OWNER and __hereinafter called the ENGINEER for hereinafter called the PROJECT.

PART II. PROFESSIONAL SERVICES FEES

FOR BASIC SERVICES

There shall be a flat fee of **$** _____

PART III. TERM OF AGREEMENT

This agreement shall be in effect for _____ days.

PART IV. NOTICES

Reports and notices shall be made by ENGINEER to OWNER'S representative:

City of McAllen
Attention: Isaac J. Tawil, City Manager
P.O. Box 220
McAllen, Texas 78505-0220

and his representative of the User Agency:

_____
_____
_____
_____

Notices or other communications by the OWNER to the ENGINEER, shall be made to the ENGINEER's representative:

_____
_____
_____
_____
_____

PART V. TERMS AND CONDITIONS

ARTICLE 1. - PROFESSIONAL SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the project, including normal civil engineering services related thereto, as set forth below and contained within this Agreement.

1.2 Study and Report Phase

After written authorization to proceed, ENGINEER shall:

1.2.1 Consult with the OWNER to clarify and define the OWNER'S requirements for the project and review available data.

1.2.2 Advise the OWNER as to the necessity of his providing or obtaining additional services such as described within Article 2, Paragraph 2.1 "Additional Services" and if authorized by the OWNER, shall provide, or assist him in procuring such additional services.

1.2.3 Provide analysis of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER'S requirements applicable to various alternatives.

1.3 Design Phase if Applicable

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.

1.3.2 Prepare for incorporation in the contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.3.3 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.5 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as indicated in Paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4 Period of Service

1.4.1 The provisions of this Section 1 and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

1.6.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.

ARTICLE 2. - Additional Services

2.1 If authorized in writing by OWNER, ENGINEER shall furnish or obtain from Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as provided in Section 4.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.1.3 Providing renderings or models for OWNER'S use.

2.1.4 Furnishing the services of special consultants for other than the normal civil design.

2.1.5 For services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.

2.1.6 Services in connection with change orders to reflect changes requested by OWNER where such changes are outside the normal scope of this Project.

2.1.7 Services during out-of-town travel required of ENGINEER other than visits to the site as required in Article 1.

2.1.8 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.9 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in the Agreement.

ARTICLE 3. - Owner's Responsibilities

OWNER shall:

3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.4 Examine all studies, reports, sketches, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

3.6 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.7 Bear all costs incident to compliance with the requirements of this Section 3.

METHOD OF PAYMENT

ARTICLE 4. - Payments to Engineer

4.1 Methods of Payment for Services and Expenses of ENGINEER.

4.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section I (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") based on the approved scope and fee section:

4.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows.

4.1.2.1 General. For Additional Services rendered under Paragraphs 2. 1. I through 2.1.4 inclusive and services as a consultant or witness under Paragraph 2.1.13. On the basis of a negotiated fee, prior to commencing Additional Services.

4.1.2.2 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.13 at the rate of $ 50.00 per hour or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 4. 1. 1).

4.1.2.3 Resident Project Services. For resident services during construction furnished under Paragraph 2.2. 1, on the basis of a negotiated daily, weekly or monthly fee.

4.1.3 The terms "Payroll Costs" and "Expenses" will have the meanings assigned to them in Paragraph 4.4.

4.2 Times of Payments

4.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.3 Other Provisions Concerning Payments

4.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall include a charge of 10% per annum interest from said thirtieth day, and in addition, ENGINEER may, if himself not in default, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
4.3.2 In the event of termination by OWNER under Paragraph 5.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered to the termination notice date including reimbursable expenses.

4.4 Definitions

4.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

4.5. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, ENGINEER shall submit to OWNER for its approval a request for payment ("Request for Payment") in form and substance satisfactory to OWNER. Each Request for Payment shall set forth the amount and the sums of all prior Services rendered, a detailed breakdown of the amount and the sum of all prior payments. OWNER shall review each such Request for Payment and may make such exceptions, as OWNER reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the OWNER's Board of Commissioners meets approving such payment, the OWNER shall make payment to ENGINEER in the amount approved as aforesaid subject to section 4.7, below.

4.6. Final Payment. After final completion of the work and acceptance thereof by OWNER, ENGINEER shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by OWNER, OWNER shall pay to ENGINEER the amount due (Final Payment") under such Final Request in accordance with the provisions of 4.5.

The Final Request for Payment shall not be made until ENGINEER delivers to OWNER an affidavit that so far as ENGINEER has knowledge or information, all materials and services over which ENGINEER has control have been paid.

4.7. Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, OWNER shall not be obligated to make any payment (whether a payment under Article 4.5 hereof or Final Payment) to ENGINEER hereunder if any one or more of the following conditions precedent exist:

4.7.1 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

4.7.2 Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

4.7.3 ENGINEER has failed to make payments promptly to consultants or other third parties used in connection with the Services for which OWNER has made payment to ENGINEER;

4.7.4 If OWNER, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by OWNER to be sufficient to so complete the services.

4.8 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any of its obligations hereunder with respect thereto.

ENGINEER shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

4.9. Waiver. The making of the Final Payment shall constitute a waiver of all claims by the OWNER except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Request for payment.

ARTICLE 5. - General Considerations

5.1 Termination. The obligation to provide further services under this Agreement may be terminated by the OWNER upon ten (10) days written notice at the sole discretion of the OWNER or either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2 Ownership of Documents. Original documents (plans, specifications, drawings, designs and survey notes) developed in connection with services performed hereunder belong to, and remain the property of the OWNER, in consideration of which it is mutually agreed that the OWNER will use them solely in connection with the project. The ENGINEER may retain reproducible copies of such documents. The plan sheets will be prepared on mylar film.

5.3 Controlling Law. This agreement is to governed by the Law of the State of Texas. Venue shall be in Hidalgo County.

5.4 Successors and Assigns

5.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors,

executors, administrators, assigns and legal representatives of such. other party in respect to all covenants, agreements, and obligations of this Agreement.

5.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in Paragraph 5.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

5.5 Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

5.6 Engineer's accounting records

5.6.1 Records of Reimbursable Expense and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER's authorized representative at mutually convenient times.

5.6.2 The OWNER or any duly authorized representative of the funding agency shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 6. - Special Provisions, Exhibits and Schedules

6.1 This Agreement is subject to the following special provisions.

6.1.1 ENGINEER's Insurance. The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage and shall provide certificates of insurance to the OWNER.

6.1.2 Indemnity. The OWNER will require that any contractor or subcontractors performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents.

6.2 The following Exhibits are attached to and made a part of this Agreement:

6.2.1 Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of __ pages.

6.2.2 Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consist of _____ pages.

6.3 This Agreement (consisting of Pages 1 to 12, inclusive), together with the Exhibit(s) and schedule(s) identified above constitute the entire agreement between OWNER and ENGINEER and supersedes all prior

written or oral understandings. This Agreement and said Exhibit(s) and Schedule(s) may only be amended, supplemented, modified or canceled by a duly executed written instrument.

6.4 Non Binding Mediation

6.4.1 In the event of a dispute or claim between the ARCHITECT and OWNER arising out of or related to this agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights of subsequent action).

6.4.2 Such Non-binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

6.4.3 Both the ENGINEER and OWNER will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

ARTICLE 7. OTHER CONDITIONS OR SERVICES

7.1. Notwithstanding anything to the contrary contained in this Agreement, OWNER and ENGINEER agree and acknowledge that OWNER is entering into this Agreement in reliance on ENGINEER's experience and abilities with respect to performing the Services. The ENGINEER accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. ENGINEER covenants with OWNER to use its best efforts, skill, judgment and abilities to design the project and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the National Society for Professional ENGINEERs' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, ENGINEER shall certify in writing to OWNER that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith shall conform to all applicable governmental regulations, statutes and ordinances then in effect. ENGINEER represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

7.2 The ENGINEER represents, covenants and agrees that all of the Services to be furnished by the Engineer under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among ENGINEERs of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications. It is agreed and understood that feasibility studies are preliminary in nature and do not constitute a guaranty of specific outcomes or success, including cost and budget. Given the limited nature of the services and compensation paid to ENGINEER, it is agreed that ENGINEER's liability shall be limited to the amount paid ENGINEER for its Services.

7.3 The ENGINEER represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, ENGINEER envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent ENGINEER having such special skills could anticipate may arise from the proper use of the Project after accepted by OWNER; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by OWNER; and, it recognizes that any management, employees, and agents of the

OWNER, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

ENGINEER represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. ENGINEER additional represents, covenants and agrees to the following: The design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; and the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The ENGINEER's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the OWNER of the Drawings and specifications nor shall the Engineer be released from any liability by reason of such approval by the OWNER, it being understood that the OWNER at all times is ultimately relying upon the ENGINEER's skill and knowledge in preparing the Drawings and specifications. Notwithstanding the immediately preceding sentence, ENGINEER may rely on any documents or information forwarded by OWNER pursuant to Article 2 hereof.

7.4 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional engineering work is duly registered under the applicable Texas law.

7.5 Notwithstanding any provisions herein to the contrary, it is agreed that if the ENGINEER's final written estimate of construction cost is less than the law bona fide bid for construction and such low bid is not accepted by the OWNER, the ENGINEER, at his expense, will make all necessary revisions to the plan and specifications to lower the construction to an amount acceptable to OWNER.

7.6 The OWNER agrees to give the ENGINEER the latitude to make the required changes to the plans and specifications to achieve the required reduction in construction costs; however, the ENGINEER shall consult with the OWNER on all necessary changes.

7.7 Controlling Law. This agreement is to governed by the Law of the State of Texas. Venue shall be in Hidalgo County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CITY OF McALLEN

_____

Isaac J. Tawil, City Manager

ENGINEER:

_____

President

ATTEST:

_____

Perla Lara, City Secretary

APPROVED AS TO FORM

_____

Isaac Tawil, City Attorney

EXHIBIT A to AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
Dated _____
FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES
AND RELATED MATTERS

1. This is an exhibit attached to, made a part of, and incorporated by reference into the Agreement made on) 2025, between CITY OF MCALLEN, (Owner) and _____ (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. During the Design Phase ENGINEER shall:
   a. Provide right-of-way strip maps and legal documents for right-of-way acquisition by City of, McAllen right-of-way agent.
   b. Prepare plans for the _____.
   The Design Phase Services will be completed within XXX calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

3. During the Bidding or Negotiating Phase ENGINEER shall:

Furnish sufficient plans and specifications for distribution to contractor, subcontractor, and suppliers.
During the Construction Phase ENGINEER shall:
Deliver to the OWNER after completion of the project, and prior to final payment, copies of all documents not previously delivered if requested, and one reproducible copy of the "as-built" construction plans, corrected to reflect all plan changes.
Perform necessary construction stakeout as outlined below. Construction stakes to be set by the ENGINEER will be as follows:

Field staking will be limited to horizontal control at each end of each project, and one vertical benchmark at each site.

It shall be the Contractor's responsibility to set all intermediate stakes required for the project. Also, the Contractor shall be responsible for any of the above construction stakes which he removed or disturbed in the process of construction.

If the construction work is to be performed under more than one prime contract, the provisions of Paragraph 4. 11 will probably apply, and it will be necessary to prepare a special schedule for the Construction Phase Services.

Engineering Services will be billed on a monthly basis, on the rates as follows:

Engineering -- _____/hr.	Bookkeeping -- _____/hr.
Surveying -- _____/hr.	Mileage -- _____/mi.
Drafting -- _____/hr.	Other Expenses -- Cost
Clerical -- _____/hr.	

INSURANCE REQUIREMENTS

During execution of Contracts, the successful Contractor shall provide a Certificate of Insurance made to the City of McAllen, P.O. Box 220, McAllen, TX 78505-0220, (1300 Houston, McAllen, Texas 78501) and should reference the project number and project Name. The prime contractor shall ensure that any and all

subcontractors and/or lower-tier subcontractors comply with the insurance requirements as depicted herein. Such coverage(s) shall be acquired and maintained for the duration of the contract period.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of the executed contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of McAllen and/or McAllen Public Utilities (MPU) and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

A. **Comprehensive Commercial General Liability**: The Contractor/Respondent/Selected Firm shall provide minimum limits of $250,000 each occurrence, $500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of McAllen" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:
To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than $250,000 combined single limit per occurrence for bodily injury and property damage, and $500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of McAllen" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:
To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

D. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than $500,000 per accident for bodily injury by accident; $500,000 policy limit by disease; and $500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of McAllen in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

E. **Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): $1,000,000 Each Claim Limit $1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of $25,000.

G. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	1.E.
DATE SUBMITTED	11/28/2025
MEETING DATE	12/8/2025

1. Agenda Item: Consideration and Approval of a Memorandum of Understanding between the City of McAllen, McAllen Firefighters Association IAFF Local 2602, and the Muscular Dystrophy Association.

2. Party Making Request: Juan Gloria

3. Applicant: Juan Gloria

4. Nature of Request: To establish an MOU between the City of McAllen, the McAllen Firefighters' Association and the Muscular Dystrophy Association to collect charitable donations through the *"Fill the Boot"* initiative.

5. Fiscal Impact Summary: No financial impact.

6. Budgeted: N/A

Bid Amount:	$0.00	Budgeted Amount:	$0.00
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Juan Gloria	Created/Initiated - 11/28/2025
Angie Rodriguez	Approved - 11/28/2025
Sonia Resendez	Approved - 11/28/2025
Gerardo Noriega	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation: Staff recommends approval to establish an MOU between the City of McAllen, the McAllen Firefighters' Association and the Muscular Dystrophy Association to collect charitable donations through the "Fill the Boot" initiative.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

911 FIRE & RESCUE | Fire Department | McAllen

MEMORANDUM

TO: **Isaac J. Tawil / City Manager**

FROM: **Juan A. Gloria Jr. / Fire Chief**

Juan A. Gloria Jr. Date: 2025.11.26 12:31:39 -06'00'

DATE: **November 26, 2025**

RE: **MOU between City of McAllen, L2602 and MDA**

GOAL:
To establish an MOU between the City of McAllen, the McAllen Firefighters' Association and the Muscular Dystrophy Association to collect charitable donations through the *"Fill the Boot"* initiative.

EXPLANATION:
For more than 70 years, fire departments (especially through the International Association of Firefighters), have had a close partnership with the Muscular Dystrophy Association also known as MDA.

Funds collected are for medical research, to provide equipment and assistance to improve the quality of life for those affected and to host summer camps and other support programs for children and families impacted by muscular dystrophy.

RECOMMENDATION:
Staff recommends approval to establish an MOU between the City of McAllen, the McAllen Firefighters' Association and the Muscular Dystrophy Association to collect charitable donations through the "Fill the Boot" initiative.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCALLEN, MCALLEN FIREFIGHTERS ASSOCIATION LOCAL 2602, AND THE MUSCULAR DYSTROPHY ASSOCIATION

Introduction:

This Memorandum of Understanding ("MOU") is entered into on December 8, 2025, by and between the City of McAllen, Texas ("McAllen"), a home-rule municipality, the McAllen Fire Fighters' Association IAFF Local No. 2602, and the Muscular Dystrophy Association ("MDA"), collectively referred to herein as the "Parties." This MOU is executed in support of fundraising efforts.

Recitals:

WHEREAS, the City of McAllen, by and through its Fire Department, and the McAllen Fire Fighters' Association seek to support the fundraising efforts of the Muscular Dystrophy Association;

WHEREAS, the Parties wish to continue the tradition of this historic partnership to further medical research and treatment options for those living with muscular dystrophy, and;

WHEREAS, the Parties wish to enter into this MOU to set forth their respective understandings and commitments regarding these fundraising efforts.

Fundraising Activities:

The City of McAllen, by and through its Fire Department, and the McAllen Fire Fighters' Association, and each entity's sole discretion, agree to organize and participate in fundraising efforts, including but not limited to: "Fill the Boot" campaigns, community fundraising events, public awareness initiatives, and any other activities mutually agreed upon by McAllen Fire Department, McAllen Firefighters' Association-IAFF Local No. 2602 and Muscular Dystrophy Association (MDA).

Financial Accountability:

McAllen Firefighters' Association-IAFF Local No. 2602 agrees to take reasonable steps to ensure that: all funds collected through charitable efforts will be properly controlled and accounted for and maintained by two or more L2602 members at all times., funds will be secured deposited in a local bank designated for this purpose only, full accounting of all collected donations will be maintained and made available to MDA upon request, all collected funds are transferred to MDA at the end of the campaign season at agreed upon date.

Use of Funds:

The Parties agree that 100% of collected proceeds will be utilized for MDA programs and associated cost, including but not limited to: medical Research aimed at finding a cure for Muscular Dystrophy, treatment and care for individuals diagnosed with Muscular Dystrophy, equipment and assistance to improve the quality of life for those affected, and summer camps and other support programs for children and families impacted by Muscular Dystrophy.

Voluntary Basis and Management Rights:

Any individual's participation in the activities described hereunder is subject to operational and staffing needs of the McAllen Fire Department as determined in the Fire Chief's sole discretion. No provision in this MOU shall be interpreted as to abridge or limit in any way the authority of management pursuant to the Collective Bargaining Agreement between the City of McAllen and McAllen Fire Fighters' Association, including but not limited to Art. 8. Further, no provision of this MOU shall be interpreted as to require participation by any individual. Any employee of the McAllen Fire Department that wishes to participate in the fundraising efforts made the basis of this MOU does so on a strictly voluntary basis.

Term and Termination:

This Agreement shall become effective upon the date of execution by both parties and shall remain in effect until January 31, 2026 or until the collected funds are transferred to MDA, whichever is earlier. Any Party may terminate this agreement upon written notice, including electronic mail, to the other Parties. The obligation of the Association to transfer funds collected to MDA shall survive any termination of this MOU.

Entire Agreement:

This MOU contains the entire contact among the Parties hereto, and each Party acknowledges that no other Party has made (either directly or through any agent or representative) any representation or agreements in connection with this MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by the Parties, and not otherwise.

The execution and performance of this MOU by each of the Parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this MOU constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.

Liability:

This MOU is not intended to extend the liability of the City of McAllen beyond that provided by law. The City of McAllen shall not be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from Parties or third parties.

Assignability:

This MOU shall not be assignable or transferrable.

Authority to Execute:

The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement

constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

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

CITY OF MCALLEN **MUSCULAR DYSTROPHY ASSOCIATION**

_____ _____

Isaac J. Tawil, City Manager President

MUSCULAR DYSTROPHY ASSOCIATION

_____ _____

Signature of Authorized Representative Printed Name, Title

Approved as to Form:

_____

Austin Stevenson, City Attorney

Client#: 1281896 MUSCUDYS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amelia Jimenez	
USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604	PHONE (A/C, No, Ext): 516 419-4056	FAX (A/C, No): 610 537-4552
	E-MAIL ADDRESS: amelia.jimenez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED Muscular Dystrophy Association, Inc. 1016 W Jackson Blvd #1073 Chicago, IL 60607-0050	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	*Firefigher			PTPN04822420	04/01/2025	04/01/2026	*See Desc of Operations	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Firefighters Blanket Accident (Includes All active and retired Firefighters, Cadets, Firefighters in training, EMTs and military personnel while volunteering on behalf of the Policyholder)Limits: $500,000 AD&D; Paralysis and Medical Included; $1,000 Weekly Accident Indemnity; $5,000,000 Aggregate; $10,000 deductible applies.

CERTIFICATE HOLDER

Muscular Dystrophy Association, Inc.
1016 W Jackson Blvd #1073
Chicago, IL 60607-0050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ulle Scott

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CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 1.F.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: CONSENT COOP PURCHASES
2. Party Making Request:
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:
   Bid Amount: _____ Budgeted Amount: _____
   Under Budget: _____ Over Budget: _____
   Amount Remaining: _____
7. Routing:
   Jose Trujillo Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney:
11. Manager's Recommendation:

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	1.F.1.
DATE SUBMITTED	11/25/2025
MEETING DATE	12/8/2025

1. Agenda Item: Award of Contract for the Purchase of Three (3) New Current Model Front Load Refuse Trucks utilizing Sourcewell Cooperative Pricing (Project No. 12-25-P17-01).

2. Party Making Request: Robert Trevino

3. Applicant:

4. Nature of Request: Public Works is requesting consideration and approval to award a purchase contract to Rush Truck Center of New Braunfels, TX for the purchase of three (3) new current model front load refuse trucks for the Commercial Box and Recycling Departments. Project No. 12-25-P17-01

5. Fiscal Impact Summary: **Account Number: 502-4280-446-66-14-EC2602, Account Number: 502-4280-446-66-14-EC2603,**

6. Budgeted: Yes
   Yes

Bid Amount:	$858,164 $429,082	Budgeted Amount:	$900,000 $450,000
Under Budget:	$41,836 $20,918	Over Budget:	$0.00 $0.00
		Amount Remaining:	$0.00 $0.00

7. Routing:

Rebeca Cantu-Acevedo	Created/Initiated - 11/25/2025
Robert Trevino	Approved - 11/25/2025
Angie Rodriguez	Approved - 11/25/2025
Sonia Resendez	Approved - 11/26/2025
Gerardo Noriega	Approved - 11/28/2025
Elvira Alonzo	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation: Public Works Staff recommends the award of a purchase contract to Rush Truck Center of New Braunfels, TX for the purchase of three (3) Peterbilt 520 chassis with McNeilus Front End Load refuse bodies with a total combined cost of $1,287,246.00. Award of contract includes two (2) refuse trucks for Commercial Box and one (1) for Recycling Center at a unit cost of $429,082.00, respectfully. This purchase will utilize Sourcewell contract #032824.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

MCALLEN PUBLIC WORKS

Memorandum

To: **Isaac J. Tawil, City Manager**

From: **Roberto Trevino Jr., CPM, Interim Director of Public Works**

Date: **November 24, 2025**

Re: **Award of Contract – Purchase of Three (3) New Current Model Front Load Refuse Trucks utilizing Sourcewell Cooperative Pricing**

GOAL:

Public Works is requesting consideration and approval to award a purchase contract to Rush Truck Center of New Braunfels, TX for the purchase of three (3) new current model front load refuse trucks for the Commercial Box and Recycling Departments.

BRIEF EXPLANATION:

Commercial Box and Recycling Departments are seeking to replace 2016 and 2019 model year refuse trucks (Unit #SA8267, SA8068, and SA8206) to continue to provide efficient commercial solid waste and recycling collection service throughout the City of McAllen.

Public Works staff obtained a quote from Rush Truck Center for three (3) Peterbilt 520 chassis with McNeilus Front End Load refuse bodies utilizing Sourcewell purchasing cooperative pricing at a unit cost of $429,082.00. Attached for your review is the Sourcewell cooperative quote.

RECOMMENDATION:

Public Works Staff recommends the award of a purchase contract to Rush Truck Center of New Braunfels, TX for the purchase of three (3) Peterbilt 520 chassis with McNeilus Front End Load refuse bodies with a total combined cost of $1,287,246.00. Award of contract includes two (2) refuse trucks for Commercial Box and one (1) for Recycling Center at a unit cost of $429,082.00, respectfully. This purchase will utilize Sourcewell contract #032824.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE 2024 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

Rush Truck Centers of Texas LP	City of McAllen, TX
	20482

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$285,198
SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT $	$71,300
SOURCEWELL CAB & CHASSIS PRICE	$213,898.50
ADDITIONAL DEALER DISCOUNT	$15,628.50
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES and APPLICABLE TAXES, FET, FLOORING, ETC.	$0.00
BODY PRICE (IF APPLICABLE)	$230,812.00
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$429,082.00

CHASSIS #	3BPDLK0X0SF745188

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 520 - 520EV - 567 - 579 - 579EV - 589	25.00%

2025 Peterbilt 520 with McNeilus FEL -- Quote Valid for 30 Days

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE 2024 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

Rush Truck Centers of Texas LP	City of McAllen, TX
	20482

PETERBILT MODEL	520
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ADDITIONAL DEALER DISCOUNT	$15,628.50
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES and APPLICABLE TAXES, FET, FLOORING, ETC.	$0.00
BODY PRICE (IF APPLICABLE)	$230,812.00
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$429,082.00

CHASSIS #	3BPDLK0X9SF745190

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 520 - 520EV - 567 - 579 - 579EV - 589	25.00%

2025 Peterbilt 520 with McNeilus FEL -- Quote Valid for 30 Days

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE 2024 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

Rush Truck Centers of Texas LP	City of McAllen, TX
	20482

PETERBILT MODEL	520
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SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT $	$71,300
SOURCEWELL CAB & CHASSIS PRICE	$213,898.50
ADDITIONAL DEALER DISCOUNT	$15,628.50
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES and APPLICABLE TAXES, FET, FLOORING, ETC.	$0.00
BODY PRICE (IF APPLICABLE)	$230,812.00
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$429,082.00

CHASSIS #	3BPDLK0X2SF745192

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 520 - 520EV - 567 - 579 - 579EV - 589	25.00%

2025 Peterbilt 520 with McNeilus FEL -- Quote Valid for 30 Days

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	1.G.
DATE SUBMITTED	11/28/2025
MEETING DATE	12/8/2025

1. Agenda Item: Approval of Tax Refunds over $500.00.
   1. Ovalle Patton Joshua D & Liliana M
2. Party Making Request: Rebecca Grimes
3. Applicant:
4. Nature of Request: Approval is needed for refunds over $500.00 due to corrections from HCAD.
5. Fiscal Impact Summary:
6. Budgeted:

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

7. Routing:

norma yanez	Created/Initiated - 11/28/2025
Michelle Rivera	Approved - 12/02/2025
Austin Stevenson	Final Approval - 12/02/2025

8. Staff Recommendation: Approve refunds in order to comply with Texas Property Tax Code.
9. Advisory Board:
10. City Attorney: Approve -AWS
11. Manager's Recommendation: Approve. IJT

Tax Office

Memo

To: Isaac J. Tawil, City Manager

From: Rebecca M. Grimes, Tax Assessor-Collector

Date: December 8, 2025

Re: Tax Refunds over $500.00

The tax office needs your approval for the following refund(s) due to corrections from the Hidalgo County Appraisal District. The corrections resulted in tax refunds over $500.00.

Name	Original Levy	Corrected Levy	Refund	Change Reason
Ovalle Patton Joshua D & Liliana M	1,413.24	232.31	**1,180.93**	Grant DVHS

Attachments (1)

rmg

Comptroller of Public Accounts FORM 50-181 (Rev. 1-00/4)
[31.11 (4-82) Rule 9.3039]

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
Patton Joshua D & Liliana M Ovalle

Present mailing address *(number and street)*
14305 Joe Pool Ln

City, town or post office, state, ZIP code
McAllen, TX 78504

Phone *(area code and number)*

Step 2: Describe the property

Legal description *(or attach copy of the tax bill or tax receipt)*: **Escondido at Tres Lagos Ph 2 Lot 175**

Address or location of property:

Account number of property: **E668002-000-0175-00**

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	2024	12/13 /	2024	$ 1,413.24	$ 1,180.93
2.			/		$	$
3.			/		$	$
4.			/		$	$
5.			/		$	$

Taxpayer's reason for refund *(attach supporting documentation)*: **DVHS Probate Began Date 3/1/24**

Supp #3 - npg 2/12/25

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 SIGN HERE Date of application for tax refund 6/24/25

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 Rebecca M Brunes Date 11/20/25

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

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	2.A.
DATE SUBMITTED	11/28/2025
MEETING DATE	12/8/2025

1. Agenda Item: Award of Contract for the Purchase and Installation of an all-inclusive playground in the new community park at El Rancho and McColl (Project No.12-25-P18-01).

2. Party Making Request: Denny Meline

3. Applicant:

4. Nature of Request: To consider and approve Award of Contract to Exerplay, Inc for the purchase and installation of an inclusive playground at El Rancho.

5. Fiscal Impact Summary: Budget: $769,786.00
   Account: 321-8708-466-66-02 AA2202

   Bid Amount: $500,112.25
   Hidalgo County to provide matching funds in the amount of $250,000.

6. Budgeted: Yes

Bid Amount:	$500,112.25	Budgeted Amount:	$769,786
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Dulce Landeros	Created/Initiated - 11/28/2025
Denny Meline	Approved - 11/28/2025
Angie Rodriguez	Approved - 11/28/2025
Sonia Resendez	Approved - 11/28/2025
Gerardo Noriega	Approved - 12/01/2025
Elvira Alonzo	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation: The Parks & Recreation Department recommends award of contract to Exerplay, Inc in the amount of $500,112.25.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

City of McAllen
Parks and Recreation

PARKS & RECREATION DEPARTMENT

MEMORANDUM

To: Isaac Tawil, City Manager

From: Denny Meline, Parks & Recreation Director

Subject: Award of contract for all-inlcusive park at El Rancho.

Date: November 13, 2025

COMMENT

GOAL:
To consider and approve Award of Contract to Exerplay, Inc for the purchase and installation of an inclusive playground at El Rancho.

DISCUSSION:
The City of McAllen Parks & Recreation Department solicited a quote from Exerplay, Inc of Allied Co-Op for the purchase and installation of an inclusive playground at El Rancho. A bid was provided in the amount of $500,112.25.

Hidalgo County has agreed to contribute the sum of $250,000.00 whereas, the City of McAllen will match the Contribution of $250,112.25.

Budget:	$769,786.00
Account:	321-8708-466-66-02
Project Code:	AA2202

RECOMMENDATION: The Parks & Recreation Department recommends award of contract to Exerplay, Inc in the amount of $500,112.25.

Proposal

Q012667

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/11/2025	Marissa Pecina 956-358-3972 Marissa@exerplay.com

TX: City of McAllen: El Rancho Park
Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC. LSI Design #1184286-01-08, PlayBooster, SmartPlay, and Forma (5-12 Yrs)			
1.00	193173C	TightRope™ Bridge Ground Level	2,225.00	5%	2,113.75
1.00	LSI	CP027933, Digifuse Symbol Communications PanelAt Grade Double sided graphics - 39.5" x 30". 298208 standard sign to mount to PB posts. Posts not included	1,960.00	5%	1,862.00
1.00	218172B	DigiFuse® Barrier Panel w/Medallions Ground Level	2,810.00	5%	2,669.50
1.00	166809A	E-Pod® Step	415.00	5%	394.25
2.00	111404C	132" Aluminum Post for 56" Deck	495.00	5%	940.50
3.00	111404J	76" Aluminum Post for Ground Level	345.00	5%	983.25
1.00	323659A	Volo™	83,595.00	5%	79,415.25
1.00	307436A	Footprint® Balance Beam	585.00	5%	555.75
1.00	158997A	Pod Climber™ 10"	370.00	5%	351.50
2.00	120711A	Pod Climber® 16"	375.00	5%	712.50
1.00	LSI	CP042542, SkyWays Hypar Sail 6 Columns + 2 HDPE Tops / Approx. 1851 Sq. Ft. / Rapid Release Included Includes Engineering Drawings	83,973.00	5%	79,774.35
1.00	251037A	We-Go-Round® HDG with DigiFuse® Panels 2 Seats 1	46,315.00	5%	43,999.25
1.00	186490A	We-saw™ (DB Only)	14,185.00	5%	13,475.75
1.00	158105A	Wobble Pod® Bouncer (DB Only)	2,050.00	5%	1,947.50
1.00	168108A	Kaleidospin Panel® 2	4,040.00	5%	3,838.00
1.00	168662A	Marble Panel® 2	2,430.00	5%	2,308.50
1.00	168104A	Optigear Panel® 2	4,040.00	5%	3,838.00
1.00	214443A	Rhapsody® Goblet Drum Direct Bury	1,960.00	5%	1,862.00
1.00	214442A	Rhapsody® Grandioso® Chimes Direct Bury	9,205.00	5%	8,744.75
1.00	214445A	Rhapsody® Kettle Drum Direct Bury	1,960.00	5%	1,862.00
3.00	168100A	Sensory Play Center® Wall Direct Bury	1,785.00	5%	5,087.25
2.00	168101A	Sensory Play Center® End Direct Bury	1,185.00	5%	2,251.50
4.00	168661A	Sensory Play Station Plate	0.00		0.00
1.00	182503C	Welcome Sign, 5-12 yrs, DB	0.00		0.00
2.00	141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB	825.00	5%	1,567.50
1.00	FREIGHT	Freight/shipping charges (2025172 PGE)	10,010.00		10,010.00
1.00	FREIGHT	Freight/shipping charges (150-25-140 SKY)	2,288.00		2,288.00

Proposal

Q012667

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/11/2025	Marissa Pecina 956-358-3972 Marissa@exerplay.com

TX: City of McAllen: El Rancho Park
Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
1,182.82	INSTALL	Installation of Playground and Shade Structure, (011) ** Includes Site Prep, Concrete Flatwork	145.00		171,508.90
3,025.00	SURFACING	SAFETY SURFACING 4" PIP, 50/50 Color, Aromatic Binder, Priced Per SF, 4" Thickness (1769) COLOR: CIRCLES: Teal, Blue Gray	19.40	5%	55,750.75

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change
Proposal prepared by: Mary Croft

Subtotal	500,112.25
Tax Total:	0.00
Total	500,112.25

Accepted by:
Print Name: _____ Signature: _____ Date: _____

REQUEST FOR AVAILABILITY OF FUNDS

Construction ☑ Purchase ☐
Service ☐ Supply ☐
Land Acquisition ☐

Department Name: Parks and Recreation

Department Head: Denny A. Meline

Signature: Denny A. Meline Digitally signed by Denny A. Meline Date: 2025.08.15 09:57:08 -05'00' **Date:** 08/15/2025

Project Name: New Park South of Expressway

Description: Development of a new community park in South McAllen.

Start Date 9/22/2025 End Date _____ Location of Project: El Rancho and McColl

State/Federal Funding (Specify Agency (ies)): _____

State/Federal Grants (Specify Agency (ies)): _____

Account Number : (Include Project Code) 321-8708-466-66-02-AA2202 **Estimated Cost:** $ 769,786

Account Number : (Include Project Code) _____ **Estimated Cost:** _____

Office of Management & Budget / Treasury Management Approval:

Budget Information: Budgeted ☑ Not Budgeted ☐ No Funds Available ☐ Budget Amendment Required ☐ Budget Reclass Required ☐

Funding Source: Infrastructure & Improvements Fund

Budget Amount: $ 769,786 **(Proposed FY 2026 Budget)**

Name: Scott M. Luke Jr.

Title: Assistant Budget Director

Signature: Scott M. Luke Jr Digitally signed by Scott M. Luke Jr Date: 2025.08.21 09:07:29 -05'00' **Date:** 8/21/2025

City Manager / General Manager Authorization to Solicit Bids:

Approved: ✓ Disapproved: ☐

Signature: Marc J. Date: 8.21.25

Revised 10/11/2024

FEDERAL REQUIREMENTS:

A. Please verify if an environmental review has been completed on this project. N/A ✓
Please provide release of funds date if applicable: _____

B. Please specify if there are any Buy America Requirements for this project.
If yes, Please advise which Buy America provision applies.

_____

☐ No, Buy America does not apply

C. Please specify if a Disadvantage Business Enterprise Goal is required to be met with this procurement.

What is the specific goal/ percentage for this project? _____

Is this project race conscious or race neutral project (Please identify)? _____

☐ No DBE Required for this project.

D. Please specify if there are any special advertising requirements for this procurement. N/A ✓
If yes, please include the websites or additional circulars where notice of procurement must be advertised.

Please add publication location._____

E. Please specify if there are any other type of forms/ and or requirements for this procurement. N/A ✓
Please attach documents if necessary.

F. Please indicate any additional requirements required for this state/federal grant.

_____

_____

_____

Grants/CDBG Approval:

Project/Grant Name: _____

Name: _____

Title: _____

Signature: _____ Date: 08/15/2025

FILED
AT 3:30 O'CLOCK P M
APR 23 2025
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS

This Agreement is made on this the 1st day of April, 2025, by and between the **CITY OF MCALLEN, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** by and through **HIDALGO COUNTY PRECINCT 2**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of the located in Hidalgo County, Texas;

WHEREAS, the County is defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the county in the State of Texas;

WHEREAS, the City and County, each pursuant to its statutory and constitutional authority, are responsible for certain governmental functions and services related to parks and recreation within their boundaries;

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code 791.001, et seq., which authorizes units of local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the City and County desire to construct an all-inclusive park (the "Park") in City's **El Rancho Park** for the use of City and County residents; and

WHEREAS, following construction of the Park, City agrees to operate and maintain the Park.

NOW, THEREFORE, County and City, in consideration of the following mutual covenants expressed hereinafter, agree as follows:

1. County agrees to contribute a fixed lump sum of Two Hundred Fifty Thousand and no one hundredths Dollars ($250,000.00) to City within 30 days of execution of the agreement, and/or in accordance with the Texas Prompt Payment Act.

2. City agrees to act as fiscal agent for the construction and maintenance of the Park.

3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

4. Upon final completion of the Park, the parties agree that the County will be released of all duties imposed by this Agreement.

5. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

6. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

8. **TEXAS LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The City hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered

or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City of	City of McAllen, Texas Attention: Javier Villalobos, Mayor 1300 Houston Avenue McAllen, Texas 78501
If to County of Hidalgo:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Precinct 2 Attention: Commissioner, Precinct 2 300 W. Hall Acres Suite G, Pharr, Texas 78577

Each notice, demand, request, or communication, which shall be delivered or mailed in the manner described above, shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **Successors:** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

12. **Assignments:** This Assignment shall not be assignable.

13. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute:** The execution and performance of the Agreement by City and County have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

15. **Governmental Purpose**: Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

16. **Commitment of Current Revenues Only:** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to City. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to City, County agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

17. **Term:** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.

18. **Termination:** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

19. **Liability Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

20. **Immunities:** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

21. **Non-Discrimination:** City and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. *See* Title VI of the Civil Rights Act of 1964, as amended.

22. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses can be found in the revised 2 CFR 200.

23. **Governing Provisions:** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the revised 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

24. **Legal Construction/Severability:** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. **Headings:** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

26. **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

CITY OF MCALLEN

BY: _____
Javier Villalobos, Mayor

ATTEST:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED BY
COMMISSIONERS COURT
ON 4/1/25 BJS

APPROVED AS TO FORM:

_____
Evaristo Garcia, Jr.
Deputy City Attorney

Approved by the Hidalgo County Commissioner's Court on 4/1/25.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
VM Garza, Chief Administrative Attorney

landscape structures

City of: Mcallen El Rancho Park

exerplay

1184286-01-08-01 • 02.06.2025

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CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.B.
	DATE SUBMITTED	11/20/2025
	MEETING DATE	12/8/2025

1. Agenda Item: Award of Contract for Professional Services: Geotechnical Engineering and Construction Materials Testing 2025 (Project No. 07-25-S75-552).

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request: Staff seeks to award a professional service contract for geotechnical engineering and construction materials testing services with each of the four, top-ranked firms.

5. Fiscal Impact Summary:
   011-3002-434-63-45-000000 $55,000 Other Services & Charges/Professional

   Professional services under annual service contract to be paid from respective project accounts.

6. Budgeted: Yes

Bid Amount:	$20,000	Budgeted Amount:	$55,000
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Mario Cruz	Created/Initiated - 11/20/2025
Eduardo Mendoza	Approved - 11/25/2025
Angie Rodriguez	Approved - 11/26/2025
Sonia Resendez	Approved - 11/26/2025
Gerardo Noriega	Approved - 11/28/2025
Michelle Rivera	Approved - 12/02/2025
Austin Stevenson	Final Approval - 12/02/2025

8. Staff Recommendation: Staff recommends award of contract for geotechnical engineering and construction materials testing services with ***B2Z Engineering, LLC., Millennium Engineers Group, Inc., Raba Kistner, Inc., and Terracon Consultants, Inc.*** at negotiated fees for a term of one year, with the option to extend the contract for two additional years, in one year increments, with the City Manager's approval.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: December 8, 2025

Subject: Award of Contract – Professional Services for Geotechnical Engineering and Construction Materials Testing (Prj. No.: 07-25-S75-552)

Goal
Staff seeks to award a professional service contract for geotechnical engineering and construction materials testing services with each of the four, top-ranked firms.

Explanation
City Commission previously authorized staff to negotiate scope and fees with the four top-ranked firms: B2Z Engineering, LLC, Millennium Engineers Group, Inc., Raba Kistner, Inc., and Terracon Consultants, Inc.

The previous rates were implemented in 2022 and carried through the end of the most recent contract term which expired in August of this year. The proposed rates were successfully negotiated with the aforementioned firms. The rates reflect an increase of roughly 3% per year from 2022 and projected through the end of the proposed three year contract term.

A detailed rate scheduled is provided for reference

Options
1) Award the contracts based on the negotiated fees.
2) Reject the proposed fee schedule and request staff to renegotiate.

Recommendation
Staff recommends award of contract for geotechnical engineering and construction materials testing services with ***B2Z Engineering, LLC., Millennium Engineers Group, Inc., Raba Kistner, Inc., and Terracon Consultants, Inc.*** at the negotiated fees for a term of one year, with the option to extend the contract for two additional years, in one year increments, with the City Manager's approval.

GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES 2025
SOLICITATION 07-25-S75-552

PRIMARY SERVICES

SERVICE	UNIT OF MEASURE	PREVIOUS RATE	NEGOTIATED RATE
CONSTRUCTION MATERIAL TESTING			
ATTERBURG LIMITS (PLASTICITY INDEX)	EA	$ 79.00	$ 92.00
STANDARD PROCTOR (MOISTURE-DENSITY RELATIONSHIP)	EA	$ 213.50	$ 248.00
IN-PLACE DENSITY TESTS	EA	$ 38.50	$ 44.50
IN-PLACE ASPHALT CORES (MIN. 3) 2” DIAMETER	EA	$ 76.50	$ 89.00
IN-PLACE ASPHALT CORES (MIN. 3) 4” DIAMETER	EA	$ 76.50	$ 89.00
COMPRESSIVE STRENGTH CONCRETE CYL (INCL. TECH TIME, MIN. 4)	EA	$ 28.50	$ 33.00
TECHNICIAN STAND-BY TIME	HR	$ 51.00	$ 61.00
TRIP CHARGE	EA	$ 16.50	$ 20.00
CYLINDER PICK-UP TRIP CHARGE	EA	$ 44.50	$ 53.00
CONCRETE CORING (4" DIAMETER, MIN. 4)	EA	$ 96.00	$ 111.50
SIEVE ANALYSIS	EA	BY QUOTE	BY QUOTE
GROUT COMPRESSIVE STRENGTH (4 MIN)	EA	BY QUOTE	BY QUOTE
TEXAS TRIAXIAL	EA	BY QUOTE	BY QUOTE
ASPHALT TESTING			
EXTRACTION –GRADATION	EA	$ 192.00	$ 230.00
MOLDING OF SAMPLE (MIN. 3)	EA	$ 67.50	$ 81.00
STABILITY (MIN. 3)	EA	$ 70.00	$ 84.00
ASPH MIX DES (HAVEEM METHOD)	EA	$ 1,152.50	$ 1,329.00
LAB. MOLDED SPECIFIC GRAVITY	EA	$ 83.50	$ 99.50
SPECIFIC GRAVITY OF CORED SAMPLES	EA	$ 36.00	$ 43.00
ROLLING PATTERN (2 HR MAX. W/DENSITIES)	EA	$ 154.00	$ 177.50
EXISTING PAV INVESTIGATION - CORE EXIST ASPH PAV: (MIN. 3) ASPHALT THICKNESS, CALICHE BASE PI, CALICHE BASE GRADATION, SUBGRADE PI	EA	$ 438.00	$ 505.00
GEOTECHNICAL LABORATORY SERVICES			
% PASSING NO. 200 SIEVE	EA	$ 52.50	$ 63.00
MOISTURE CONTENT	EA	$ 10.50	$ 12.50
MORTAR CUBE COMPRESSIVE STRENGTH (MIN. 3)	EA	$ 32.00	$ 37.00
OPTIMUM LIME (PI)	EA	$ 79.00	$ 91.00
SAND EQUIVALENT	EA	$ 93.50	$ 108.00
LINEAR SHRINKAGE	EA	$ 101.00	$ 116.50
PH	EA	$ 64.00	$ 74.00
RESISTIVITY	EA	$ 103.00	$ 119.00
PH AND RESISTIVITY	EA	$ 153.50	$ 177.00
LIME SERIES (PH) (4 POINTS)	EA	$ 79.00	$ 91.00
MAX. THEO. SPECIFIC GRAVITY	EA	$ 103.00	$ 119.00
SPECIFIC GRAVITY	EA	$ 77.50	$ 89.50
LOOSE UNIT WEIGHT	EA	$ 38.50	$ 44.50

GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES 2025
SOLICITATION 07-25-S75-552

PRIMARY SERVICES

SERVICE	UNIT OF MEASURE	PREVIOUS RATE	NEGOTIATED RATE
RODDED UNIT WEIGHT	EA	$ 38.50	$ 44.50
GEOTECHNICAL LABORATORY SERVICES (*Continued*)			
SPLIT TENSILE STRENGTH OF CONCRETE CYLINDER (MIN. 2)	EA	$ 58.50	$ 67.50
SAWING OF CYLINDER ENDS (PREP.)	EA	$ 36.50	$ 42.00
WET BALL MILL	EA	$ 204.50	$ 236.00
SULFATE CONTENT	EA	$ 96.00	$ 110.50
CORROSIVITY (PH, RESISTIVITY, SULFATE & CHLORIDE)	EA	$ 358.00	$ 413.00
SIEVE ANALYSIS (UP TO NO. 40 SIEVE)	EA	$ 52.50	$ 60.50
HYDROMETER	EA	$ 158.00	$ 182.00
SIEVE AND HYDROMETER (ALL SIEVES)	EA	$ 194.50	$ 232.00
UNIT DRY WEIGHT (DENSITY)	EA	$ 27.00	$ 32.00
CONSTANT HEAD PERMEABILITY, IN SITU	EA	$ 422.00	$ 486.50
CONSTANT HEAD PERMEABILITY, UNDISTURBED – BY QUOTE	EA	BY QUOTE	BY QUOTE
UNCONFINED COMPRESSION (SOIL)	EA	$ 45.50	$ 52.50
TRIAXIAL COMPRESSION, UU (MULTI-STAGE -REVISED)	EA	$ 317.00	$ 365.50
TRIAXIAL COMPRESSION, CD	EA	$ 411.50	$ 474.50
DIRECT SHEAR, UU	EA	$ 166.50	$ 192.00
CONSOLIDATION	EA	$ 534.00	$ 615.50
SWELL TEST, (METHOD A - REVISED)	EA	$ 1,156.50	$ 1,333.50
SWELL TEST, (METHOD B - REVISED)	EA	$ 204.50	$ 236.00
FLEXURAL STRENGTH OF CONCRETE BEAMS (MIN. 3)	EA	$ 61.50	$ 71.00
CALIFORNIA BEARING RATIO (CBR)	EA	$ 628.00	$ 724.00
ENGINEERING SERVICES			
P.E.	HR	$ 151.00	$ 174.00
E.I.T., GRADUATE ENGINEER	HR	$ 101.50	$ 117.00
DRAFTSMEN	HR	$ 66.50	$ 76.50
CLERICAL	HR	$ 52.50	$ 60.50
TECHNICIAN	HR	$ 50.00	$ 57.50
GEOLOGIST	HR	$ 115.50	$ 133.00
ADMINISTRATIVE FEE	EA	$ 18.00	$ 21.00
PROF. INSPECTION (WELDING, STEEL, ETC.)	HR	$ 102.50	$ 118.00
EXPENSES (ATTACH RECEIPTS)	EA	BY QUOTE	BY QUOTE
PRESSUREMETER TEST, CPT AND OTHERS	EA	BY QUOTE	BY QUOTE

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	2.C.
DATE SUBMITTED	12/02/2025
MEETING DATE	12/8/2025

1. Agenda Item: Consideration and Approval to Negotiate with Top Ranked Engineering Firms for General Engineering Services at McAllen International Airport (Project No. 09-25-S94-759).

2. Party Making Request: Jeremy Santoscoy

3. Applicant: Jeremy Santoscoy

4. Nature of Request: Consideration and Approval to Negotiate with Top Ranked Engineering Firms for General Engineering Services at McAllen International Airport.

5. Fiscal Impact Summary: Various Projects.

6. Budgeted:

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

7. Routing:

Jeremy Santoscoy	Created/Initiated - 12/02/2025
Jeremy Santoscoy	Approved - 12/02/2025
Angie Rodriguez	Approved - 12/02/2025
Sonia Resendez	Approved - 12/02/2025
Gerardo Noriega	Approved - 12/02/2025
Austin Stevenson	Final Approval - 12/03/2025

8. Staff Recommendation: Based on review by this office, staff recommends authorization to negotiate with the two (2) top-ranked consultant firms Pape- Dawson Consulting Engineers, LLC and Short Elliott Hendrickson Inc. for General Engineering Services at McAllen International Airport.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

Memorandum

To: Isaac J. Tawil, City Manager

From: Jeremy A. Santoscoy, P.E., Director of Aviation

Date: December 1, 2025

Subject: Consideration and Approval to Negotiate with Top Ranked Engineering Firms for General Engineering Services at McAllen International Airport (Project No. 08-20-S52-459)

GOAL
Consideration and Approval to Negotiate with Top Ranked Engineering Firms for General Engineering Services at McAllen International Airport.

EXPLANATION
On September 12, 2025, the Purchasing and Contracting Department received 7 submittals regarding General Engineering Services at McAllen International Airport. The General Engineering Services contract is a five year base term with indefinite delivery contract to cover Airport projects that include budgeted projects as well as the following:

- Feasibility Studies for all airport projects
- Environmental Studies for all airport projects including land acquisition
- Runway Safety Area Improvements including EMAS
- Various Runway, Taxiway and Ramp Rehabilitations or Reconstructions
- General Parking Enhancements including Paving, Lighting, Public and Rental Car Parking
- Rental Car Quick-Turn Facility Design
- Airport Drainage Improvements
- Airport GIS Implementation
- Terminal Design including architectural, mechanical, electrical, plumbing and landscaping
- Information Technology Improvements
- Any other work which may arise from a reprioritization of projects or immediate airport needs.

An evaluation team comprised of the Airport Advisory Executive Committee members reviewed and scored the consultants' submittals based on the criteria set forth in the Request for Qualifications.

Please see attachment for evaluation matrix.

OPTIONS
1. Authorize staff to proceed with negotiations with the two (2) top-ranked firms. (staff recommendation)
2. Invite top consultant's to be interviewed and ranked by City Commission.
3. Reject submittals and re-advertise.

RECOMMENDATION
Based on review by this office, staff recommends authorization to negotiate with the two (2) top-ranked consultant firms Pape-Dawson Consulting Engineers, LLC and Short Elliott Hendrickson Inc. for General Engineering Services at McAllen International Airport.

VI. EVALUATION CRITERIA

	GEC Evaluation Criteria	Score
1	Team Qualifications: What is the relative strength of the team to provide the service(s) identified in Para II. Will the team be available to work closely with the Airport whenever the need arises. What is the demonstrated philosophy of the team toward customer service.	0-30
2	Team Qualifications: Evaluation of the availability of the team leader and his professional background, availability, length of time with the firm and caliber.	
3	Team Qualifications: Organizational chart of team identifying the sub-consultant's in team, role and key personnel.	
4	Project Evaluation/Comparable Services: From the list provided in Para II.B, choose two different items and provide case histories which demonstrates your team's ability to respond to and successfully perform the general engineering services. These case histories shall address the following elements: concept, strategy (how and why the team decided to approach the project to reach the final result); supporting tactics used to ensure a successful project (e.g. traffic forecast, etc.); the final result of the project (was it on-time [or why not], within budget, required a number of change orders, etc.; and provide a small representative sample (for each project) of the team's capability to produce quality written and graphic materials. The example projects must have been developed within the past three (3) years. Project 1; Project 2; Project 3.	0-30
5	Understanding of the project and approach to performing the required services: Discuss the major issues your team has identified on the projects listed in Para II.B and how your firm/team intends to approach those issues. Identify any technical innovations which may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the City to add value to the projects.	0-20
6	Familiarity with the geographic area of the airport and the specifics issues faced by the airport sponsor. Discuss your understanding of doing work in the Rio Grande Valley. What are your impressions of the challenges facing contractors and doing projects or work in the area.	0-10
7	FAA Requirements: Evidence that they will be able to meet DBE goals and all other required federal assurances.	0-10
	Total Maximum Score:	**100**

McAllen International Airport

Project Name: **Request for Statement of Qualifications for General Engineering Services for McAllen International Airport**

Project Number: **09-25-S94-759**

FIRM	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	TOTAL	RANK
M2 Engineering, PLLC MIssion, TX	62	55	60	177	**5**
Negrete & Kolar Architects, LLP Edinburg, TX	72	55	62	189	**3**
Pape-Dawson Consulting Engineers, LLC. Houston, TX	100	96	97	293	**2**
Short Elliott Hendrickson Inc. Fredericksburg, TX	99	100	97	296	**1**
Sigma HN Engineers, PLLC McAllen, TX	62	48	65	175	**6**
SWG Engineering, LLC Weslaco, TX	62	56	61	179	**4**
WTC, Inc. Andrews, TX	69	45	47	161	**7**

Note: Evaluation Committee comprised of the Airport Advisory Board Executive Committee Members. 100 points maximum score per proposal.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	2.D.
DATE SUBMITTED	12/02/2025
MEETING DATE	12/8/2025

1. Agenda Item: Award of Contract for Professional Design Services.
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Staff seeks to award professional service contract for design services.
5. Fiscal Impact Summary: 520-5152-464-63-45-000000
6. Budgeted:

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

7. Routing:

Eduardo Mendoza	Created/Initiated - 12/02/2025
Eduardo Mendoza	New -
Carlos Espinosa	-
Angie Rodriguez	-
Sonia Resendez	-
Gerardo Noriega	-
Michelle Rivera	-
Austin Stevenson	-

8. Staff Recommendation: Staff recommends award of contract for professional design services with Morrish and Associates, LLC., at the negotiated fees.
9. Advisory Board:
10. City Attorney:
11. Manager's Recommendation:

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	3.A.
DATE SUBMITTED	11/26/2025
MEETING DATE	12/8/2025

1. Agenda Item: Providing for a Budget Amendment to the Metro McAllen Fund.

2. Party Making Request: Mario Delgado

3. Applicant:

4. Nature of Request: The Transit Department applied for Planning funds for Bus Rapid Transit and Transit Oriented Development. Funding was approved for transit planning in the amount of $1,000,000. This project is funded 100% by a Federal Transit Administration Grant.

5. Fiscal Impact Summary: 556-5764-444-63-45 Budget Amendment $1,000,000
   556-0000-331-14-01 Federal Transit Administration Grant $1,000,000

   No Local Match

6. Budgeted: Budget Amendment

Bid Amount:	$941,472.07	Budgeted Amount:	$1,175,000
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Mario Delgado	Created/Initiated - 11/26/2025
Angie Rodriguez	Approved - 11/28/2025
Sonia Resendez	Approved - 11/28/2025
Juan Olaguibel	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation: The Transit Department staff recommends approval of the budget amendment to complete the planning project.

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

MEMO

TO: **Isaac J. Tawil, City Manager**

FROM: **Mario Delgado, Transit Director** MD

DATE: **November 28, 2025**

SUBJECT: **Metro McAllen Fund Budget Amendment**

- **Goal** – To provide funding for Planning of the Metro McAllen Transit System.

- **Explanation** – The Transit Department applied for Planning funds for Bus Rapid Transit and Transit Oriented Development. Funding was approved for transit planning in the amount of $1,000,000. This project is funded 100% by a Federal Transit Administration Grant.

  Currently, the Transit Department is requesting to amend the Fiscal Year 2025-2026 budget in the amount of $1,000,000 to account for the abovementioned project. FTA Revenues will also be increased by the same amount.

- **Options**

  - **Option 1** – Approve the Budget Amendment as presented of $1,000,000 for Metro McAllen Fund

  - **Option 2** – Reject the Budget Amendment

- **Recommendation** – The Transit Department staff recommends approval of the budget amendment to complete the planning project.

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2025-2026 EFFECTIVE OCTOBER 1, 2025, BY PROVIDING FOR AN INCREASE IN EXPENDITURES AND REVENUES TO-WIT: $1,000,000 FUNDS TO THE METRO MCALLEN FUND FOR GRANT FUNDED PROJECT AWARDED

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 2025-2026. Such budget was effective October 1, 2025 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 2025-2026 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 2025/2026 which became effective October 1, 2025 as set out in Ordinance 2025-XX adopted on September 22, 2025 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 8th day of December, 2025, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this day of February, 2025.

CITY OF McALLEN, TEXAS

_____
Javier Villalobos, Mayor

ATTEST:

_____
Perla Lara, TRMC/CMC,CPM
City Secretary

Approved as to form:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

BUDGET AMENDMENT REQUEST FORM

FUND: Metro McAllen
DEPARTMENT: Transit
FISCAL YEAR: 2025-2026

To be assigned by Office of Management & Budget dept.	
REVIEW BY	
DATE OF ENTRY	
ENTRY MADE BY	
JOURNAL ENTRY	
ORDINANCE NO.	
INTRANET CROSS FUND CAPITAL IMPRV PROJECT LISTING UPDATE	

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
556	0000	331	14-01	NA	FTA Operational Contribution	$ 2,764,915	1,000,000	$ 3,764,915
556	4764	444	63-45	NA	Other Services and Charges - Professional	175,000	1,000,000	1,175,000
556	0000	280	02-00	NA	Metro McAllen Fund Balance - Don't Post	823,148	1,000,000	1,823,148
								-
								-
					TOTALS	**$ 2,589,915**	**$ -**	**$ 2,589,915**

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

This Budget Amendment is a result of funding received from the Federal Transit Adminstration for a rollover planning project. The grant covers 100% of total costs.

City Manager

Signature **Date**

Office of Management & Budget

Signature **Date**

Finance

Signature **Date**

Revised : 10/11/2019

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	4.A.
	DATE SUBMITTED	11/25/2025
	MEETING DATE	12/8/2025

1. Agenda Item: Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for funding under the Fiscal Year 2026 Local Parks Grant Program.

2. Party Making Request: Julia Lash

3. Applicant: Eduardo Mendoza

4. Nature of Request: The Texas Parks and Wildlife Department (TPWD), through the FY26 Local Parks Rider Grant Program, provides funding for eligible recipients listed on the HB500 and/or SB1 from the 89th Texas Legislative Session. The City of McAllen, as an eligible recipient, will seek funds for land acquisition and the expansion of Bales Road, as part of the development of the Center for Urban Ecology at Quinta Mazatlán.

   The grant request is for $5,000,000.00, with no local match required.

5. Fiscal Impact Summary: The grant request is for $5,000,000.00, with **no local match required.**

6. Budgeted:

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

7. Routing:

Kobe Marquez	Created/Initiated - 11/25/2025
Julia Lash	Approved - 11/25/2025
Eduardo Mendoza	Approved - 11/25/2025
Angie Rodriguez	Approved - 11/25/2025
Sonia Resendez	Approved - 11/26/2025
Gerardo Noriega	Approved - 11/28/2025
Michelle Rivera	Approved - 12/02/2025
Austin Stevenson	Final Approval - 12/02/2025

8. Staff Recommendation: Staff recommends approval of the resolution authorizing the grant submission

9. Advisory Board:

10. City Attorney: Approve -AWS

11. Manager's Recommendation: Approve. IJT

CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE

MEMORANDUM

To: **Isaac J. Tawil, City Manager**

Through: **Michelle Rivera, Deputy City Manager**

From: **Julia D. Lash, Director of Grant Administration**

Date: **December 8, 2025**

Subject: **FY26 Local Parks Rider Grant Program**

GOAL:

Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for funding under the FY26 Local Parks Grant Program to request funding in the amount of $5,000,000.00.

BRIEF EXPLANATION OF THE ITEM:

The Texas Parks and Wildlife Department (TPWD), through the FY26 Local Parks Rider Grant Program, provides funding for eligible recipients listed on the HB500 and/or SB1 from the 89th Texas Legislative Session. The City of McAllen, as an eligible recipient, will seek funds for land acquisition and the expansion of Bales Road, as part of the development of the Center for Urban Ecology at Quinta Mazatlán.

The grant request is for $5,000,000.00, with no local match required.

OPTIONS:

1. Approval of the resolution authorizing the grant submission.
2. Declining the grant submission will result in the loss of the grant funding opportunity.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the grant submission.

RESOLUTION NO. 2025-___

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) FOR FUNDING UNDER THE FY26 LOCAL PARKS RIDER GRANT PROGRAM TO REQUEST FUNDING IN THE AMOUNT OF $5,000,000.00.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the Texas Parks and Wildlife Department (TPWD), through the FY26 Local Parks Rider Grant Program, provides funding for eligible recipients listed on the HB500 and/or SB1 from the 89th Texas Legislative Session;

WHEREAS, the City of McAllen is listed directive grant recipient in the General Appropriations Act of the 89th Texas Legislative Session;

WHEREAS, the City of McAllen will seek funds for land acquisition and the expansion of Bales Road, as part of the development of the Center for Urban Ecology at Quinta Mazatlán.

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

1) The Grant Administration Department is hereby directed to prepare and submit an application to the Texas Parks and Wildlife Department (TPWD) for funding in the amount of $5,000,000.00, with no local match.
2) Upon the approval of this application, the Board of Commissioners of McAllen designates the Mayor as the grantee's authorized official and is authorized to execute all legal documents necessary, including electronic submissions through funding agency portals, and to perform any acts necessary to implement the project. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.
3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Texas Parks and Wildlife Department (TPWD) in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 8th day of December 2025, 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

_____ _____
Perla Lara, TRMC/CMC, CPM Javier Villalobos, Mayor

Approved as to form:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	5.A.
DATE SUBMITTED	12/01/2025
MEETING DATE	12/8/2025

1. Agenda Item: Advisory Board Appointments.
2. Party Making Request: Perla Lara
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:

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

7. Routing:

Matthew Juarez	Created/Initiated - 12/01/2025
Perla Lara	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve -AWS
11. Manager's Recommendation: None. IJT

Mayor Villalobos

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
(Vacant Seat) - (Mayor Villalobos)	Disability Board	Vacant Seat	1	Member	01/01/2024
Elva Cerda - (Mayor Villalobos)	Development Corporation Board	Termed Out	3	Director	10/14/2019
(Vacant Seat) - (Mayor Villalobos)	Friends of Quinta Mazatlan, Inc.	Inactive	1	Member	06/28/2021
Jose Pena Jr. - (Mayor Villalobos)	Convention Center Advisory Board	Eligible for re-appointment	2	Member	09/12/2022
Jose Pena Jr. - (Mayor Villalobos)	Convention Center Advisory Board	Eligible for re-appointment	1	Member	09/12/2022

Commissioner Aguirre

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
Kristi Collier - (Comm. Aguirre)	Senior Citizens' Advisory Board	Resigned	3	Member	02/08/2021
Rick Guerra - (Comm. Aguirre)	Friends of Quinta Mazatlan, Inc.	Inactive	10	Emeritus Member	09/20/2023
Rashid Shahid - (Comm. Aguirre)	Golf Course Board	Eligible for re-appointment	1	Member	07/24/2023
Trisha M. Scott - (Comm. Aguirre)	Historic Preservation Council	Attendance/Resignation	3	Member	02/08/2021
Alejandro Aguirre - (Comm. Castillo)	Community Development Council	Attendance/Resignation	3	Member	02/10/2025

Commissioner Zamora

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
Trey Pebley (Comm. Zamora)	Development Corporation Board	Termed Out	3	Director	10/14/2019
Ruben Flores - (Comm. Zamora)	Convention Center Advisory Board	Termed Out	3	Member	02/13/2023
Raul A. Moreno - (Comm. Zamora)	Airport Advisory Board	Termed Out	3	Member	03/14/2022
Linda Castillo - (Comm. Zamora)	Library Advisory Board	Termed Out	3	Member	02/13/2023
Jorge A. Zamora - (Comm. Zamora)	Golf Course Board	Termed Out	3	Member	03/14/2022
Christine Ardis -(Comm. Zamora)	Airport Advisory Board	Termed Out	3	Member	03/14/2022
Orlando J. Esquivel - (Comm. Zamora)	Traffic Commission	Resigned	3	Member	03/14/2022
Laurel T. McLeaish - (Comm. Zamora)	Keep McAllen Beautiful	Resigned	1	Member	07/14/2025
Gilbert L. Vasquez - (Comm. Zamora)	Community Development Council	Resigned	1	Member	07/25/2022
David Marroquin - (Comm. Zamora)	Senior Citizens' Advisory Board	Resigned	2	Member	05/23/2022
Conrado "Ito" Alvarado III - (Comm. Zamora)	Community Development Council	Resigned	1	Member	07/22/2024
Chelsea Howell - (Comm. Zamora)	Keep McAllen Beautiful	Resigned	3	Member	03/14/2022
Severo Ochoa - (Comm. Zamora)	Building Board of Adjustments & Appeals	Inactive	2	Member	03/14/2022
William H. McPherson - (Comm. Zamora)	Keep McAllen Beautiful	Attendance/Resignation	1	Member	09/23/2024
Efrain Molina - (Comm. Zamora)	Traffic Commission	Attendance/Resignation	3	Member	02/10/2025
(Vacant Seat) - (Comm. Zamora)	Friends of Quinta Mazatlan, Inc.	Attendance/Resignation	1	Member	12/12/2022

Commissioner Rios

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
Don Medina - (Comm. Rios)	Traffic Commission	Termed Out	3	Member	02/13/2023
Art Lopez - (Comm. Rios)	Keep McAllen Beautiful	Termed Out	3	Member	02/13/2023
(Vacant Seat) - (Comm. Rios)	Friends of Quinta Mazatlan, Inc.	Attendance/Resignation	1	Member	09/11/2023
(Vacant Seat) - (Comm. Rios)	Friends of Quinta Mazatlan, Inc.	Attendance/Resignation	2	Member	09/14/2020

Commissioner Castillo

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
(Vacant Seat) - (Comm. Castillo)	Convention Center Advisory Board	Vacant Seat	1	Member	01/24/2022
Linda Castillo - (Comm. Zamora)	Library Advisory Board	Termed Out	3	Member	02/13/2023
Jose R. Gutierrez - (Comm. Castillo)	Community Development Council	Termed Out	3	Member	05/08/2023
Roberto Haddad - (Comm. Castillo)	Convention Center Advisory Board	Resigned	3	Member	01/24/2022
Alison A. Brovold - (Comm. Castillo)	Library Advisory Board	Resigned	1	Member	07/24/2023
Jose B. Saldaña - (Comm. Castillo)	Planning and Zoning Commission	Eligible for re-appointment	2	Member	05/08/2023
Jamison D. Merrick - (Comm. Castillo)	Senior Citizens' Advisory Board	Attendance/Resignation	2	Vice Chairman	02/10/2025
David E. Cazares - (Comm. Castillo)	Historic Preservation Council	Attendance/Resignation	3	Member	02/08/2021
Alejandro Aguirre - (Comm. Castillo)	Community Development Council	Attendance/Resignation	3	Member	02/10/2025

Commissioner Haddad

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
Reza Badiozzamani - (Comm. Haddad)	Development Corporation Board	Termed Out	3	Director	10/14/2019
Heriberto Hinojosa - (Comm. Haddad)	Convention Center Advisory Board	Termed Out	3	Member	01/24/2022
Roberto Haddad - (Comm. Castillo)	Convention Center Advisory Board	Resigned	3	Member	01/24/2022
Reza Badiozzamani - (Comm. Haddad)	Development Corporation Board	Resigned	3	Member	10/14/2019
Miles J. Mullin - (Comm. Haddad)- (Resigned)	Parks & Recreation Board	Resigned	3	Member	01/24/2022
Lauro Tijerina - (Comm. Haddad)	Library Advisory Board	Resigned	2	Member	06/13/2022
Lauro Tijerina - (Comm. Haddad)	Library Advisory Board	Resigned	1	Member	06/13/2022
Nicholas Pardo - (Comm. Haddad)	Traffic Commission	Attendance/Resignation	3	Member	01/24/2022
Leonel "Lannie" Guerrero - (Comm. Haddad)	Community Development Council	Attendance/Resignation	2	Member	01/24/2022
Harry D. Urey - (Comm. Haddad)	Traffic Commission	Attendance/Resignation	2	Member	02/10/2025

Commissioner Cabeza de Vaca

Name	Board Name	Appointment Status	Term #	Role	Term Start Date
Roberto "Robbie" Valadez - (Comm. Cabeza de Vaca)	McAllen Housing Finance Corporation	Termed Out	3	Member	01/24/2022
Raul Gonzalez - (Comm. Cabeza de Vaca)	Golf Course Board	Termed Out	3	Member	01/24/2022
Mirna G. Pearson - (Comm. Cabeza de Vaca)	Community Development Council	Termed Out	2	Member	02/13/2023
Andrew Perez - (Comm. Cabeza de Vaca)	Library Advisory Board	Resigned	2	Member	01/24/2022
Carolina Civarolo - (Comm. Cabeza de Vaca)	Community Development Council	Nomination	2	Member	02/13/2023
Jesus "Jesse" Barba - (Comm. Cabeza de Vaca)	Parks & Recreation Board	Eligible for re-appointment	1	Member	12/12/2022
Annie Holand Miller - (Comm. Cabeza de Vaca)	Convention Center Advisory Board	Eligible for re-appointment	1	Member	01/24/2022
Odette MacDonald - (Comm. Cabeza de Vaca)	Historic Preservation Council	Attendance/Resignation	1	Member	01/24/2022
DeSaussure M. Trevino - (Comm. Cabeza de Vaca)	Senior Citizens' Advisory Board	Attendance/Resignation	2	Member	01/24/2022

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM	5.B.
DATE SUBMITTED	12/01/2025
MEETING DATE	12/8/2025

1. Agenda Item: Future Agenda Items.
2. Party Making Request:
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:

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

7. Routing:

Jose Trujillo	Created/Initiated - 12/01/2025
Perla Lara	Approved - 12/01/2025
Austin Stevenson	Final Approval - 12/01/2025

8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None -AWS
11. Manager's Recommendation: None. IJT

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 6.A.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: Consultation with City Attorney regarding potential and pending litigation. Tex. Gov't. Code §551.071.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Consultation with City Attorney regarding potential litigation. Tex. Gov't Code §551.071.
5. Fiscal Impact Summary:
6. Budgeted:

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

7. Routing:
   Crystal Montano Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None -AWS
11. Manager's Recommendation: None. IJT

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 6.B.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: Deliberation regarding critical infrastructure facility. Tex. Gov't. Code § 551.0761.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Deliberation regarding critical infrastructure facility. Tex. Gov't. Code § 551.0761
5. Fiscal Impact Summary:
6. Budgeted:
   Bid Amount: _____ Budgeted Amount: _____
   Under Budget: _____ Over Budget: _____
   Amount Remaining: _____
7. Routing:
   Crystal Montano Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None -AWS
11. Manager's Recommendation: None. IJT

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 6.C.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: Consideration of Economic Development matters. Tex. Gov't. Code §551.087.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Consideration of Economic Development matters. Tex. Gov't. Code §551.087.
5. Fiscal Impact Summary:
6. Budgeted:
   Bid Amount: _____ Budgeted Amount: _____
   Under Budget: _____ Over Budget: _____
   Amount Remaining: _____
7. Routing:
   Crystal Montano Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None -AWS
11. Manager's Recommendation: None. IJT

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM 6.D.
DATE SUBMITTED
MEETING DATE 12/8/2025

1. Agenda Item: Consultation with City Attorney regarding legal aspects of contractual agreements. Tex. Gov't. Code §551.071.

2. Party Making Request: Austin Stevenson

3. Applicant:

4. Nature of Request: Consultation with City Attorney regarding legal aspects of contractual agreements. Tex. Gov't. Code §551.071.

5. Fiscal Impact Summary:

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

7. Routing:
   Crystal Montano Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None -AWS

11. Manager's Recommendation: None. IJT