



Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Pepe Cabeza de Vaca
Commissioner Tony Aguirre, Jr.
Commissioner Joaquin Zamora

Commissioner Rolando "Rolly" Rios
Commissioner Rodolfo "Rudy" Castillo
Commissioner Michael Fallek
City Manager Isaac J. Tawil

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, JULY 13, 2026 – 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 Joaquin Zamora

PRESENTATION - Texas Film Friendly Certification - Leigh Wooldrige

PROCLAMATION - Parks and Recreation Month - Denny Meline

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

1. PUBLIC HEARING:

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

1. Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: Lot 3-A, Lots 3-A and 4-A Main International Subdivision, Hidalgo County, Texas; 6100 North 10th Street. **REZ2026-0074**

2. Rezoning from R-1 (Single-Family Residential-OC) District to C-1 (Local Commercial-UDC) District: 15.176 acres out of Lot 113, La Lomita Irrigation and

Construction Company Subdivision, Hidalgo County, Texas; 4117 North Ware Road.
REZ2026-0080

3. Rezoning from R-1 (Single-Family Residential-OC) District to R-3 (High-Density Residential-UDC) District: the west 97.5 feet of the east 306.60 feet of the north 360 feet of Lot 14, Stewart's Addition Subdivision, Hidalgo County, Texas; 617 Dallas Avenue. **REZ2026-0081**

4. Request of David Rossow, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Smoke/Vape Shop (Smoking Valley) at Lots 5 & 6, Block 1, Trenton Commercial Park Subdivision, Hidalgo County, Texas; 2200 Trenton Road, Suite 2A. **CUP2026-0038**

5. Request of Juan M. Villarreal, on behalf of Topsy Aliens, LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (Alibi) at the south 25 feet of Lot 9, Block 23, McAllen Addition Subdivision, Hidalgo County, Texas; 211 South 17th Street. **CUP2026-0039**

6. Request of Abobaker R. Mohamed, on behalf of UR Vape Match LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Vape Shop (UR Vape) at Lot 1, The District Phase I-A Subdivision, Hidalgo County, Texas; 7913 North 10th Street Suite 170. **CUP2026-0042**

7. Request of Mark A. Watts, on behalf of JAM Entertainment Ventures LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Nightclub (Santa Diabla) at Lot 1 and south one foot of Lot 2, Block 25, McAllen Addition, Hidalgo County, Texas; 1704 Dallas Avenue. **CUP2026-0043**

8. ROUTINE CITY INITIATED REZONINGS

a. Rezoning from C-4 (Commercial Industrial-OC) District and I-1 (Light Industrial-OC) District under the Old Code (OC) to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:

6400 Industrial Center Subdivision, Lot 1, Hidalgo County, Texas 6200 South 10th Street

4400, 4500, 4601, 5000, 5001, 5400, 5401, 5500, 5800, 5801, 5901, 6101 and 6275 South 10th Street (PIDs: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, and 189329)

REZ2026-0073

b. Rezoning from C-3 (General Business-OC) District under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:

Tex-Mart #38 Subdivision, Lot 1, Hidalgo County, Texas 5700 South 10th Street

REZ2026-0075

c. Rezoning from A-O (Agricultural & Open Space-OC) District under the Old Code (OC) to A-O (Agricultural & Open Space-UDC) District under the new Unified Development Code (UDC) for the following properties:

1901 Tanya Avenue Rear (PID: 843512)

1905 Military Highway and Rear (PIDs: 729591 and 729592)
6601 South 10th Street Rear, 6701 South 10th Street Rear, 6801 South 10th Street Rear, and 7200 South 10th Street (PIDs: 20828092, 189331, 190017, and 654315)
7001 and 7301 South 23rd Street (PIDs: 185537 and 185538) **REZ2026-0076**

d. Rezoning from C-3 (General Business-OC), R-3C (Multifamily Residential Condominium-OC), and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:

3001 Business Park Subdivision, Lot 1; South 10th Shopping Center Unit 1 Subdivision, Lots 1-2; South 10th Shopping Center Unit 2 Subdivision, Lots 1-2, Hidalgo County, Texas

817 Bales Road

2901 South 10th Street

3113 South 10th Street

3201 South 10th Street

3221 South 10th Street

413, 521, 2721, 3000, 3005, 3013, 3017, 3020, 3300, 3327, 3400, 3601, 3609, and 3900 South 10th Street (PIDs: 200872, 175509, 175508, 175510, 175511, 175512, 189393, 965189, 714035, 189404, 189405, 1305555) 912 and 916 Bales Road (PIDs: 175514 and 560145) 3602 South 2nd Loop (PID: 189406) **REZ2026-0077**

e. 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:

Amended Map of Sowell Subdivision, Lot A; Amended Map of Villas Jardin Subdivision, Lots 1-40; Country Club Condominiums Phase 1, Lots 1-37; Country Club Condominiums Phase 2, Lots 1-37; Country Club Condominiums Phase III, Lots 1-37; Amended Map of Country Club Condominiums Phase IV, Lots 1-36, Hidalgo County, Texas

2400 Country Club Lane

301 Byron Nelson Drive

301 Byron Nelson Drive Units 1-40

14 Villas Jardin Drive

101 and 111 Yuma Avenue

100 and 200 East Yuma Avenue

401 Byron Nelson Drive (PID: 189379) **REZ2026-0078**

f. Rezoning from R-3A (Multifamily Residential Apartment-OC) and R-3C (Multifamily Residential Condominium-OC) Districts under the Old Code (OC) to R-3 (High-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:

The Woodlands Subdivision, Lot 1; Lot 2A The Woodlands Subdivision, Lot 2A, Hidalgo County, Texas
700 Sunset Drive

800 Sunset Drive
507 Bales Road (PID: 189384) **REZ2026-0079**

B) CONDITIONAL USE PERMIT:

1. Request of Karla M. Rivera, on behalf of MKZ Night Club LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (MK'z Nightclub) at Lots 25-34, Resubdivision of Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue. **CUP2026-0037**

C) Amending the Zoning Ordinance of the City of McAllen.

D) Public Hearing and Consideration of a request from Juan Lugo, on behalf of Whitefish Ventures, LLC and Whitefish Ventures #1, LLC, for a variance from Sections 6-2 (a) and 6-2 (b) of the City of McAllen Code of Ordinances of the Alcoholic Beverage Code, at Lot 4, 2nd Amending Map of Main Place Subdivision, Hidalgo County, Texas; 1400 Savannah Avenue. **ABC2026-00004**

END OF PUBLIC HEARING

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

A) Approval of Minutes for Workshop and Regular Meeting held June 22, 2026.

B) Consideration and Authorization to enter into an Interlocal Agreement for the donation of a surplus vehicles to the City of Victoria, Tamaulipas, Mexico.

C) Consideration and Approval of an Interlocal Agreement with Caldwell County for the Purchase of a High-Water Rescue Truck (Project No. 07-26-S96-01).

D) Consideration and Approval of an Interlocal Cooperation Agreement between the City of McAllen and VIA Metropolitan Transit for the transfer and conveyance of surplus property (Project No. 07-26-S98-01).

E) Ordinance providing for a budget amendment transferring certain portions of McAllen Public Utility fund balance from the Wastewater Depreciation Fund to the Wastewater Capital Improvement Fund.

F) Ordinance providing for a budget amendment for the FM 2220 Ware Road Pedestrian Crossing.

G) CONSENT RESOLUTION

1. Resolution authorizing the filing of a grant application to the Texas Water Development Board's Water Supply and Infrastructure Grant (WSIG) Program.

2. Amendment to Resolution No. 2026-03 to incorporate language as required by the Office of the Governor for funding under the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) to request funds in the amount of \$508,503.57.

3. Resolution nominating Isaac Tawil to the Texas Municipal League Intergovernmental Risk Pool (TML IRP) Board of Directors.

H) Approval of Tax Refunds over \$500.00

1. Aldrete Gaspar
2. Belterra at Tres Lagos LLC
3. Blan Co
4. CNMK Texas Properties LTD
5. ESSEX Brownell
6. Hydroviv Water Filters
7. Inter National Bank
8. Molina-Ruiz Jose E & Nerea E Mar
9. Richardson Robert & Patricia
10. Weingarten Las Tiendas

3. BIDS/CONTRACTS:

- A)** Consideration and Approval of a Lease Agreement for 'El Muchachito Alegre Mariscos Express LLC' at the Downtown Parking Garage at Parking Garage Food Court.
- B)** Award of Contract for Professional Engineering Services for the New Golf Course Improvements (Project No. 07-26-S95-01).
- C)** Award of Construction Engineering and Inspection Services for the Construction of the FM2220 (Ware Road) Underpass Trail Passing (Project No. 05-26-S50-620).
- D)** Award of Contract for the Construction of the FM2220 (Ware Road) Underpass Trail Passing (Project No. 05-26-C19-1328).
- E)** Award of Contract for the 1st Street at Beaumont Avenue Drainage Improvements (Project No. 06-26-C33-651).

4. ORDINANCES:

- A)** Providing for a Budget Amendment for FM2220 Landscape Medians.
- B)** Providing of an Ordinance for the Fiscal Year 2026–2027 Annual Action Plan, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs, and authorizing submission of the plan to the U.S. Department of Housing and Urban Development (HUD).

5. RESOLUTIONS:

- A)** Authorizing the resolution of an application to the HUD Section 108 Loan Guarantee Program.
- B)** Resolution in support of the Texas Department of Transportation's (TXDOT) removal of the Pedestrian Overpass Bridge at 23rd Street between Fresno Avenue and Erie Avenue.

6. VARIANCES:

- A) Consideration of a variance request to not require right-of-way dedication for South 2nd Street for the proposed 7-11 McAllen Subdivision, Hidalgo County, Texas; 201 Dallas Avenue. **VAR2026-0015**
- B) Consideration of variance requests to 1) provide an alley on the north side instead of the required street Right-of-Way width, and 2) not to provide sidewalks on the east side of N. 2nd Lane and on the north boundary for proposed Hidden Groves Subdivision, Hidalgo County, Texas; 8601 N. 2nd Street. **VAR2026-0023**
- C) Consideration of variance a request to reduce the cul-de-sac right-of-way width from 116 feet to 100 feet along Jonquil Avenue for the proposed The Villas at Jonquil Subdivision, Hidalgo County, Texas; 512 Jonquil Avenue. **VAR2026-0024**

7. **MANAGER'S REPORT:**

- A) Advisory Board Appointments.
- B) Boards and Committees Served by Elected Officials.
- C) Future Agenda Items.

8. **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) Consideration of Economic Development matters. Tex. Gov't. Code §551.087.
- B) Consultation with City Attorney regarding legal aspects of contracts. 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 July 7, 2026 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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.1.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: Lot 3-A, Lots 3-A and 4-A Main International Subdivision, Hidalgo County, Texas; 6100 North 10th Street. **REZ2026-0074**
2. Party Making Request: Omar Sotelo
3. Applicant: Gabriel Cantu on behalf of FK Real Estate LLC
4. Nature of Request: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: Lot 3-A, Lots 3-A and 4-A Main International Subdivision, Hidalgo County, Texas; 6100 North 10th Street. **REZ2026-0074**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

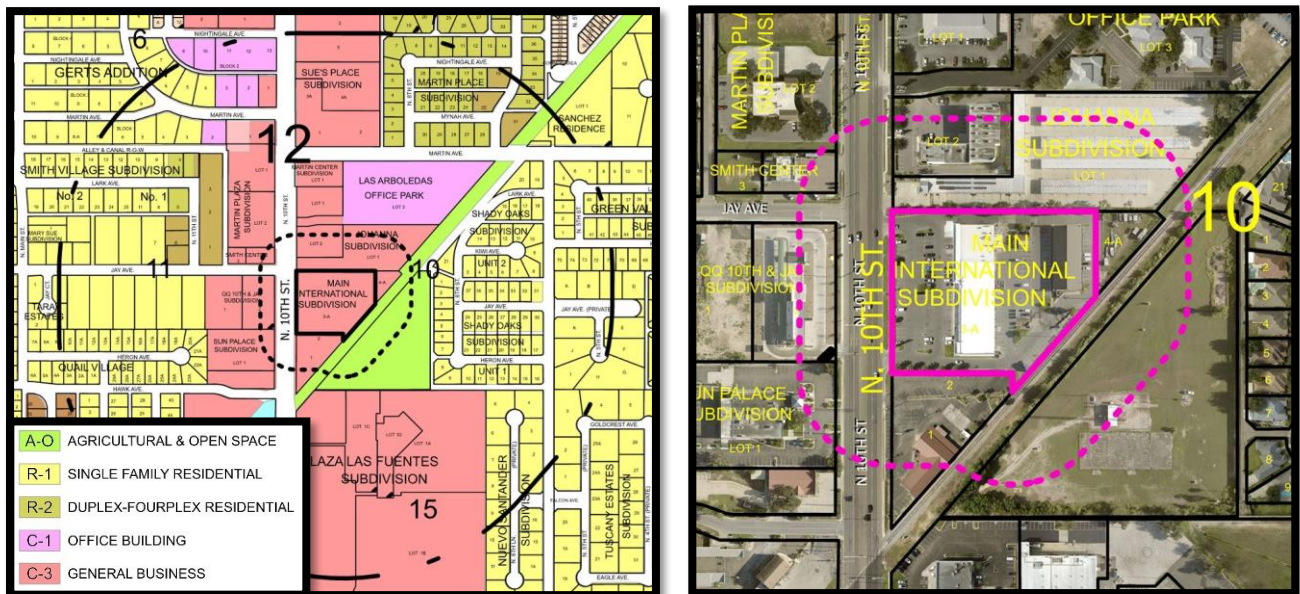
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT: LOT 3-A, LOTS 3-A AND 4-A MAIN INTERNATIONAL SUBDIVISION, HIDALGO COUNTY, TEXAS; 6100 NORTH 10TH STREET. (REZ2026-0074)

LOCATION: The subject property is located along the east side of North 10th Street, south of Martin Avenue.



PROPOSAL: The applicant is requesting to rezone the property to C-2 (Regional Commercial-UDC) District under the new McAllen Unified Development Code (UDC) for commercial use.

ADJACENT ZONING: The adjacent properties are zoned C-3 (General Business-OC) District to the north, south, and west, and A-O (Agricultural and Open Space-OC) District to the east.

LAND USE: The subject property is used as a commercial plaza. Surrounding land uses include commercial, agricultural, and single family residential.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Mixed Use Corridors. Development types most compatible with Mixed Use Corridors include mixed-use commercial and residential areas.

DEVELOPMENT TRENDS: The development trend along North 10th Street is commercial.

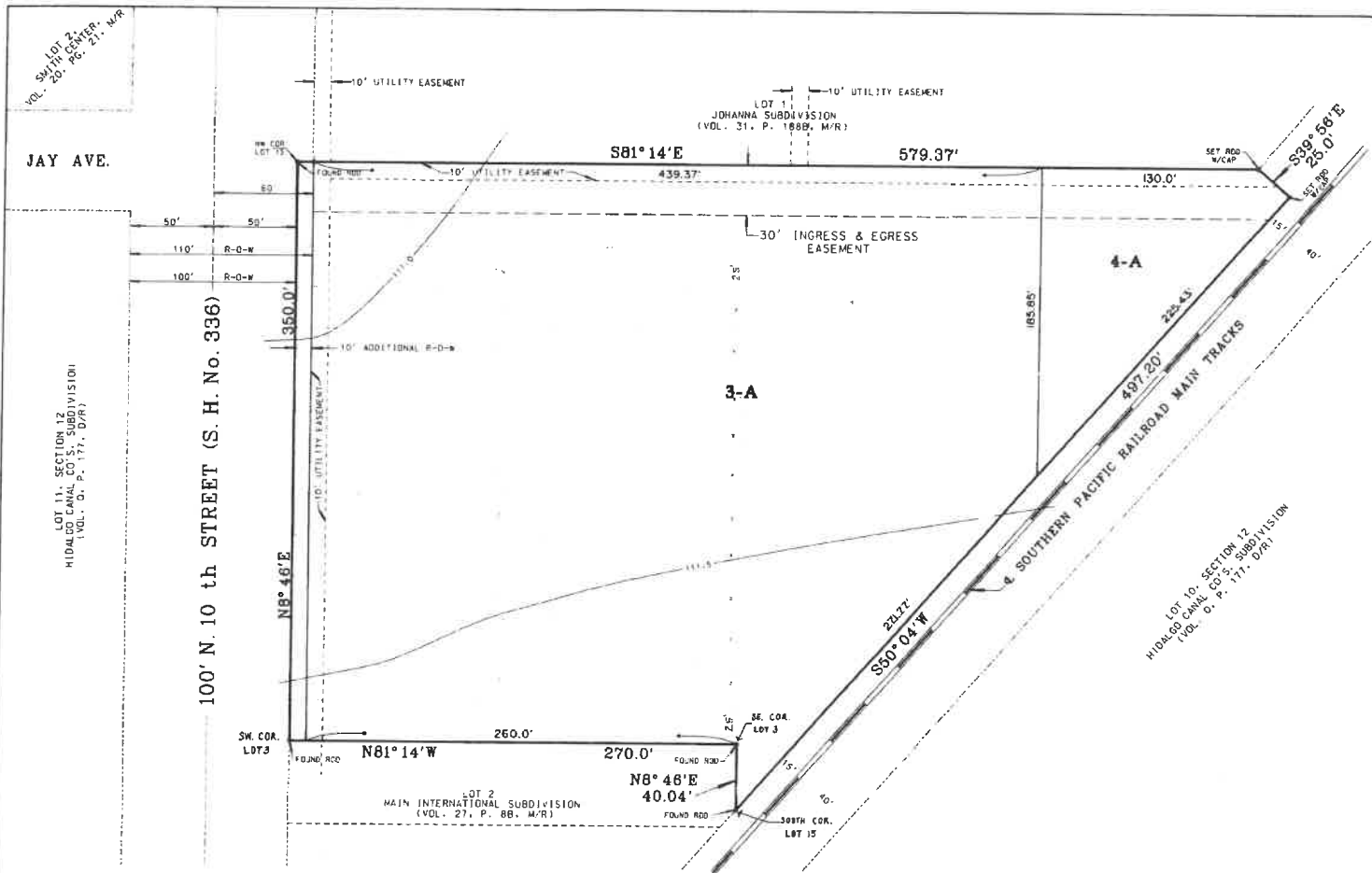
HISTORY: Lots 3-A and 4-A Main International Subdivision was recorded on November 28, 2001. The earliest zoning record found for the property, indicating A-O zoning designation, dates back to 1979.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to C-2 (Regional Commercial-UDC) District. There were four members present and voting.



METES AND BOUNDS

DESCRIPTION OF A 3.70 ACRE TRACT OF LAND OUT OF LOTS 3-15, MAIN INTERNATIONAL SUBDIVISION, CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 27, PAGE 88, MAP RECORDS.

BEGINNING at an iron rod found at the Northwest corner of Lot 15, for the Northwest corner of the following described tract of land, said point being the intersection of the East line of North 10th Street (S.H. No. 336) and the South line of Lot 1, Johanna Subdivision, as recorded in Vol. 31, Page 188B, Map Records:

THENCE, with the North line of Lot 15 and the South line of Lot 1, South 81 Deg. 14 Min. East, 579.37 feet to an iron rod found at the Southwest corner of said Lot 1 and at 579.37 feet an iron rod with FNM COO found at the most Westerly Northeast corner of Lot 15, for the most Westerly Northwest corner hereof;

THENCE, with the Northeast line of Lot 15, South 39 Deg. 56 Min. East, 25.0 feet to an iron rod with FNM COO found at the most Easterly Northeast corner of Lot 15, for the most Easterly Northeast corner hereof; said point being located on the Northwest line of the Southern Pacific Railway right-of-way;

THENCE, with the Southeast line of Lot 15, and Northwest line of said railroad right-of-way, South 50 Deg. 04 Min. West, 497.20 feet to an iron rod found at the South corner of Lot 15, for the South Corner hereof;

THENCE, with the Southeast line of Lot 15, North 8 Deg. 46 Min. East, 40.04 feet to an iron rod found at the Southeast corner of Lot 3, for an interior corner hereof;

THENCE, with the South line of Lot 3, and North line of Lot 2, North 81 Deg. 14 Min. West, 270.0 feet to an iron rod found at the Southwest corner of Lot 3, for the Southwest corner hereof; said point being located on the East line of North 10th Street (S.H. No. 336);

THENCE, with the West line of Lot 3 thru 15 inclusive and the East line of North 10th Street (S.H. No. 336), North 8 Deg. 46 Min. East, 350.0 feet the POINT OF BEGINNING. Containing 3.70 acres of land, more or less.

NOTES:

1. MIN. FINISH FLOOR ELEVATION SHALL BE 10 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. THIS PROPERTY FALLS IN ZONE 'B' OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480343 0005C, REVISED NOVEMBER 2, 1982.
3. DRAINAGE DETENTION OF 0.21 AC-FT IS REQUIRED FOR THIS SUBDIVISION.
4. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: N. 10th St. (SH No. 336) - 60 FT. OR GREATER FOR APPROVED SITE PLAN.
- OTHER SETBACKS SHALL BE IN ACCORDANCE WITH ZONING ORDINANCE OR APPROVED SITE PLAN OR EASEMENT LINE, WHICHEVER IS GREATER.
5. AN ENGINEERED DETENTION PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO APPLICATION FOR A BUILDING PERMIT.
6. SITE PLAN MUST BE APPROVED BY PLANNING AND ZONING PRIOR TO ISSUANCE OF BUILDING PERMITS.
7. A 4 FOOT WALK REQUIRED ALONG 10th STREET (SH No. 336)
8. A 6 FOOT BUFFER IS REQUIRED FROM ADJACENT RESIDENTIAL ZONE USE.

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, HOLDER(S) OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS LOTS 3-A AND 4-A, MAIN INTERNATIONAL SUBDIVISION OF THE CITY OF MCALLEN, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

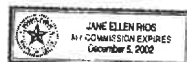
MCALLEN INVESTMENT PARTNERS, LTD.

BY: Thomas F. Phillips
THOMAS F. PHILLIPS, PRES.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS F. PHILLIPS, PRESIDENT OF MCALLEN INVESTMENT PARTNERS, LTD., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 24th DAY OF October, 2001.

Jane Ellen Rios
NOTARY PUBLIC



MAP OF LOTS 3-A AND 4-A MAIN INTERNATIONAL SUBDIVISION

MCALLEN, TEXAS
BEING A RESUBDIVISION OF ALL OF LOTS 3-15,
MAIN INTERNATIONAL SUBDIVISION,
CITY OF MCALLEN,
HIDALGO COUNTY, TEXAS,
AS RECORDED IN VOL. 27, PG. 8-B, MAP RECORDS
HIDALGO COUNTY, TEXAS,
CONTAINING 3.70 AC. OF LAND, MORE OR LESS.

PREPARED BY:
FABIAN, NELSON & MEDINA, INC.
320 N. 15TH STREET, MCALLEN, TEXAS
SCALE: 1" = 50' DATE: 10-15-01
(956) 682-3414

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE MAIN INTERNATIONAL SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE), WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN. ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

MAIN INTERNATIONAL, Inc.

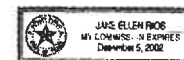
BY: RICARDO MALDONADO, PRESIDENT
8501 LAS CRUCES DRIVE
LAREDO, TX 78045

HIDALGO CITY INVESTMENTS, Inc.

Thomas F. Phillips
BY: THOMAS F. PHILLIPS, VICE-PRESIDENT
5401 N. 10th ST. SUITE 203
MCALLEN, TX. 78504

STATE OF TEXAS:
COUNTY OF HIDALGO:

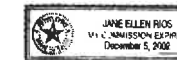
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICARDO MALDONADO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF October, 2001.



Jane Ellen Rios
NOTARY PUBLIC

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS F. PHILLIPS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 24th DAY OF October, 2001.



Jane Ellen Rios
NOTARY PUBLIC

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Plinio C. Medina
CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR # 1590 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Plinio C. Medina
PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, STEPHEN SPOOR, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Stephen Spoor
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 56752

I, THE UNDERSIGNED MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Alco Montalvo
MAYOR, CITY OF MCALLEN



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.2.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from R-1 (Single-Family Residential-OC) District to C-1 (Local Commercial-UDC) District: 15.176 acres out of Lot 113, La Lomita Irrigation and Construction Company Subdivision, Hidalgo County, Texas; 4117 North Ware Road. **REZ2026-0080**
2. Party Making Request: Omar Sotelo
3. Applicant: Rioplex Engineering LLC on behalf of Covenant Christian Academy
4. Nature of Request: Rezoning from R-1 (Single-Family Residential-OC) District to C-1 (Local Commercial-UDC) District: 15.176 acres out of Lot 113, La Lomita Irrigation and Construction Company Subdivision, Hidalgo County, Texas; 4117 North Ware Road. **REZ2026-0080**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

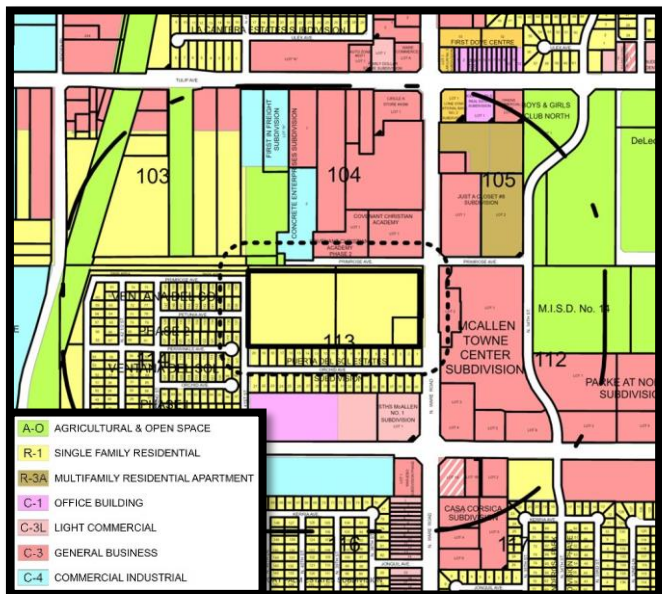
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC) DISTRICT TO C-1 (LOCAL COMMERCIAL-UDC) DISTRICT: 15.176 ACRES OUT OF LOT 113, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS; 4117 NORTH WARE ROAD. (REZ2026-0080)

LOCATION: The subject property is located at the southwest corner of North Ware Road and Primrose Avenue.



PROPOSAL: The applicant is requesting to rezone the property to C-1 (Regional Commercial-UDC) District under the new McAllen Unified Development Code (UDC) for institutional use.

ADJACENT ZONING: The adjacent properties are zoned C-3 (General Business-OC), C-4 (Commercial Industrial-OC), and A-O (Agricultural and Open Space-OC) Districts to the north, C-3 (General Business-OC) District to the east, and R-1 (Single Family Residential-OC) District to the west and south.

LAND USE: The subject property is currently vacant. Surrounding land uses include commercial plazas, single family residential, and vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Mixed Use Corridors and Complete Communities. Development types most compatible with Mixed Use Corridors and Complete Communities include mixed-use commercial and residential areas.

DEVELOPMENT TRENDS: The development trend along North Ware Road is commercial and residential.

HISTORY: The subject property is currently going through the subdivision process under the proposed name of Covenant Christian Academy. The City initiated a rezoning for the property from A-O (Agricultural and Open Space-OC) District to R-1 (Single Family Residential-OC) District on August 24, 2015.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to C-1 (Local Commercial-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.3.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from R-1 (Single-Family Residential-OC) District to R-3 (High-Density Residential-UDC) District: the west 97.5 feet of the east 306.60 feet of the north 360 feet of Lot 14, Stewart's Addition Subdivision, Hidalgo County, Texas; 617 Dallas Avenue. **REZ2026-0081**
2. Party Making Request: Omar Sotelo
3. Applicant: David A.Perez on behalf of Comfort House Services INC
4. Nature of Request: Rezoning from R-1 (Single-Family Residential-OC) District to R-3 (High-Density Residential-UDC) District: the west 97.5 feet of the east 306.60 feet of the north 360 feet of Lot 14, Stewart's Addition Subdivision, Hidalgo County, Texas; 617 Dallas Avenue. **REZ2026-0081**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

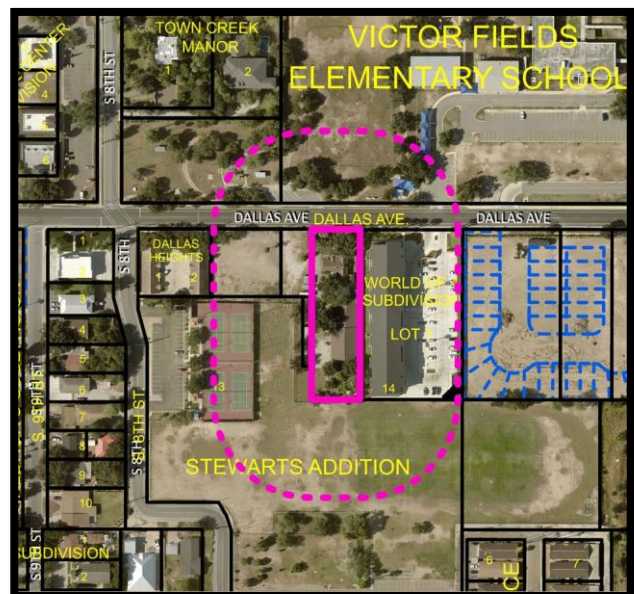
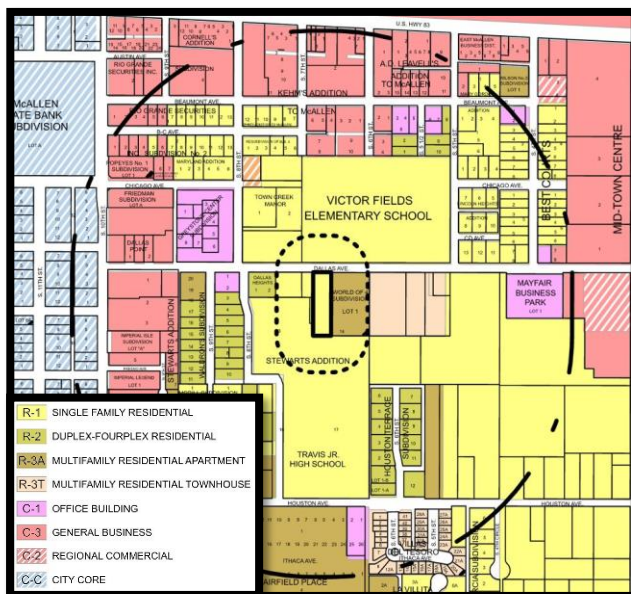
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC) DISTRICT TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT: THE WEST 97.5 FEET OF THE EAST 306.60 FEET OF THE NORTH 360 FEET OF LOT 14, STEWART'S ADDITION SUBDIVISION, HIDALGO COUNTY, TEXAS; 617 DALLAS AVENUE. (REZ2026-0081)

LOCATION: The subject property is located on the south side of Dallas Avenue, east of South 8th Street.



PROPOSAL: The applicant is requesting to rezone the property to R-3 (High Density Residential-UDC) District under the new McAllen Unified Development Code (UDC) for an assisted living facility.

ADJACENT ZONING: The adjacent properties are zoned R-1 (Single Family Residential-OC) District to the north, west, and south, and R-3A (Mutifamily Residential Apartment-OC) District to the east.

LAND USE: The subject property is currently used an assisted living facility. Surrounding land uses include single family residential, commercial plazas, and schools.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Complete Communities. Development types most compatible with Complete Communities include residential areas, mixed use at the neighborhood scale, civic uses, and parks and open spaces.

DEVELOPMENT TRENDS: The development trend along Dallas Avenue is single family and multi-family residential.

HISTORY: The earliest zoning record found for the property, indicating R-1 zoning designation, dates back to 1979.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to R-3 (High-Density Residential-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.4.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Request of David Rossow, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Smoke/Vape Shop (Smoking Valley) at Lots 5 & 6, Block 1, Trenton Commercial Park Subdivision, Hidalgo County, Texas; 2200 Trenton Road, Suite 2A. **CUP2026-0038**
2. Party Making Request: Omar Sotelo
3. Applicant: David Rossow
4. Nature of Request: Request of David Rossow, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Smoke/Vape Shop (Smoking Valley) at Lots 5 & 6, Block 1, Trenton Commercial Park Subdivision, Hidalgo County, Texas; 2200 Trenton Road, Suite 2A. **CUP2026-0038**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

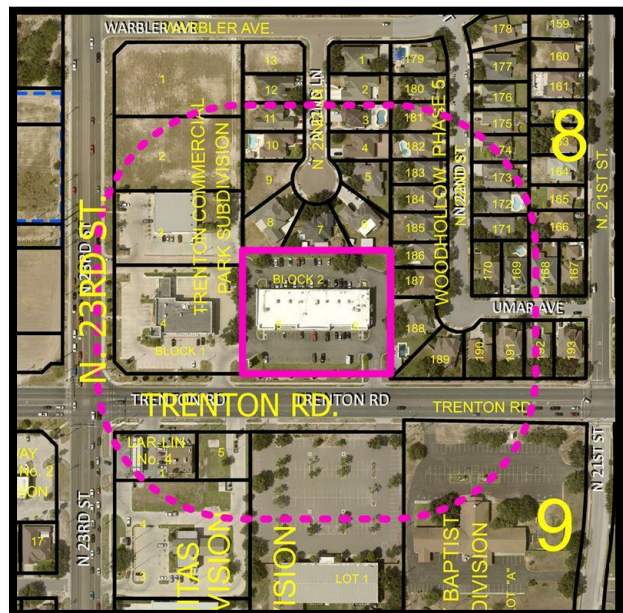
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF DAVID ROSSOW, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE, FOR A SMOKE/VAPE SHOP (SMOKING VALLEY) AT LOTS 5 & 6, BLOCK 1, TRENTON COMMERCIAL PARK SUBDIVISION, HIDALGO COUNTY, TEXAS; 2200 TRENTON ROAD, SUITE 2A. (CUP2026-0038)

BRIEF DESCRIPTION: The subject property is located along the north side of Trenton Road, east of North 23rd Street, and is zoned C-3 (General Business-OC) District. Adjacent zoning include R-1 (Single Family Residential-OC) District to the north and east, A-O (Agricultural and Open Space-OC) District to the south, and C-3 (General Business-OC) District to the west. A smoke shop is permitted in a C-3 District with a Conditional Use Permit and in compliance with all requirements.



HISTORY: Trenton Commercial Park Subdivision was recorded on March 2, 2005. The first Conditional Use Permit for this smoke shop was approved by City Commission on November 14, 2022. The latest Conditional Use Permit expired on April 28, 2026. The applicant submitted a new application on April 30, 2026.

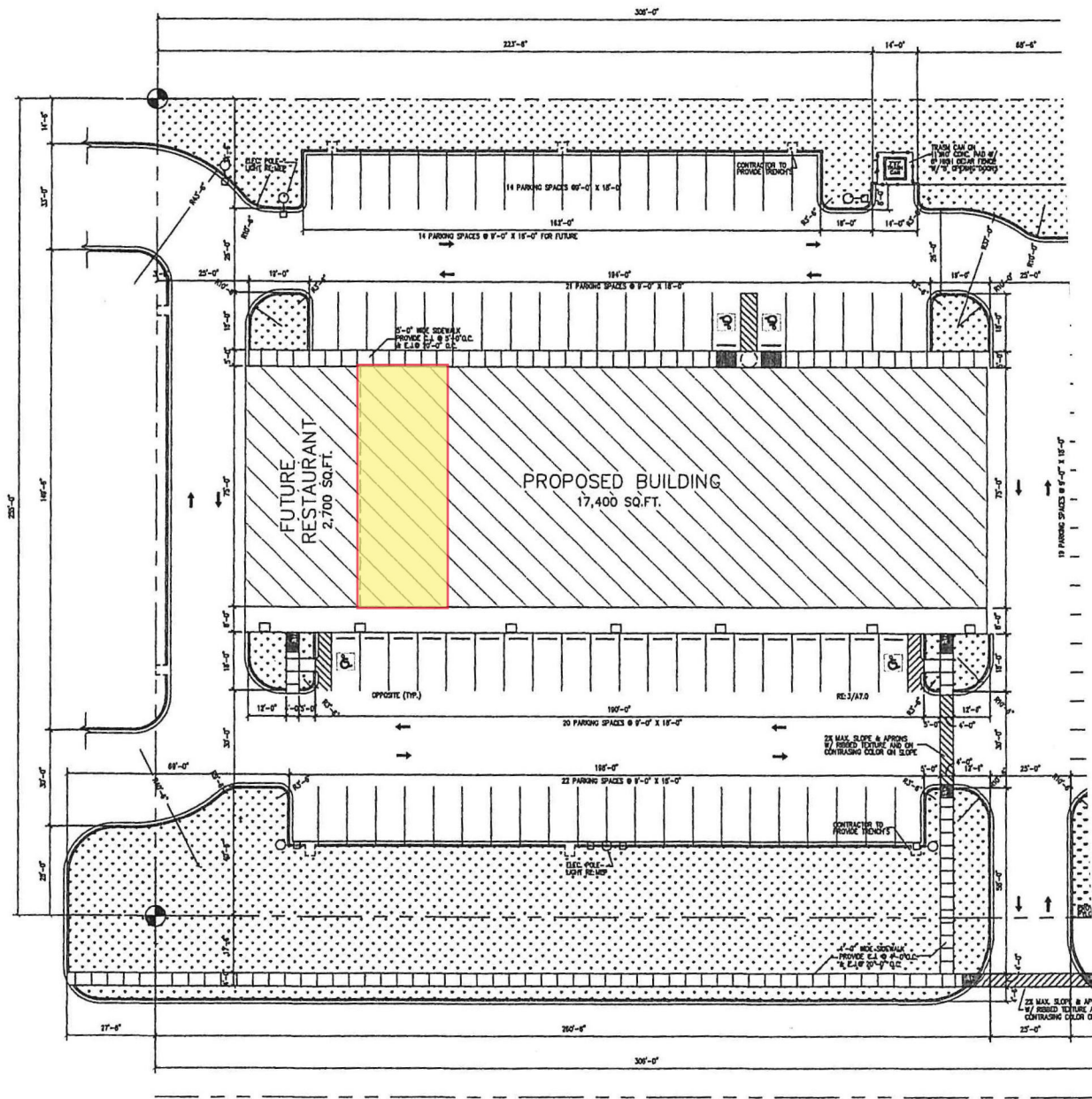
ANALYSIS: The smoke shop's proposed days and hours are Monday to Sunday from 9:00 a.m. to 1:00 a.m. If approval is granted, the establishment must comply with all other Zoning Ordinances, Building Codes, and Fire Department requirements. As per Section 138-400 of the Zoning Ordinance, the parking lot must be properly striped and maintained free of potholes.

The establishment must also meet the requirements set forth in Section 138-118(a)(4):

- 1) The property line of the lot of any of the abovementioned businesses must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The establishment is within 400 feet of a residential use/zone;
- 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Trenton Road;
- 3) The abovementioned 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. Based on approximately 1,750 square feet of retail use, 8 parking spaces are required. The plaza provides a total of 96 parking spaces;
- 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;
- 5) The abovementioned businesses 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 of as much as possible of the site from a public street;
- 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
- 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

Staff has not received any phone calls, emails, or letters in opposition to this request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the CUP request. The board unanimously voted to recommend approval of the request for one year. There were four members present and voting.



TRENTON RD.

ORDINANCE NO. 2026 – ____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS
AND ORDAINING OTHER PROVISIONS RELATING TO
THE SUBJECT MATTER THEREOF.**

WHEREAS, on July 13, 2026, the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, For a smoke and vape shop (Smoking Valley) at Lots 5 & 6, Block 1, Trenton Commercial Park Subdivision, Hidalgo County, Texas; 2200 Trenton Road, Suite 2A, and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for adoption of an ordinance smoke and vape shop (Smoking Valley) at Lots 5 & 6, Block 1, Trenton Commercial Park Subdivision, Hidalgo County, Texas; 2200 Trenton Road, Suite 2A. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on July 13, 2026 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The property line of the lot of any of the abovementioned businesses must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard

from the residential area after 10:00 p.m. The establishment is within 400 feet of a residential use/zone; 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Trenton Road; 3) The abovementioned 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. Based on approximately 1,750 square feet of retail use, 8 parking spaces are required. The plaza provides a total of 96 parking spaces; 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances; 5) The abovementioned businesses 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 of as much as possible of the site from a public street; 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties; and 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances. Should the conditions of the permit be violated, the City retains the complete and sole authority to suspend or revoke the permit.

SECTION III: 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.

SECTION IV: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the

remaining parts hereof and such remaining parts shall remain in full force and effect and to that extent this ordinance is considered severable.

CONSIDERED, PASSED and APPROVED this 13^h day of July 2026 at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of July 2026

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.5.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Request of Juan M. Villarreal, on behalf of Topsy Aliens, LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (Alibi) at the south 25 feet of Lot 9, Block 23, McAllen Addition Subdivision, Hidalgo County, Texas; 211 South 17th Street.
CUP2026-0039
2. Party Making Request: Omar Sotelo
3. Applicant: Juan Villarreal on behalf of Topsy Aliens LLC
4. Nature of Request: Request of Juan M. Villarreal, on behalf of Topsy Aliens, LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (Alibi) at the south 25 feet of Lot 9, Block 23, McAllen Addition Subdivision, Hidalgo County, Texas; 211 South 17th Street. **CUP2026-0039**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Disapprove -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF JUAN M. VILLARREAL, ON BEHALF OF TIPSY ALIENS, LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE, FOR A NIGHTCLUB/BAR (ALIBI) AT THE SOUTH 25 FEET OF LOT 9, BLOCK 23, MCALLEN ADDITION SUBDIVISION, HIDALGO COUNTY, TEXAS; 211 SOUTH 17TH STREET. (CUP2026-0039)

BRIEF DESCRIPTION: The subject property is located along the east side of South 17th Street, between Beaumont Avenue and Chicago Avenue, and is zoned C-C-DT (City Core-Downtown-UDC) District. Adjacent zoning is C-C-DT (City Core-Downtown-UDC) District in all directions. A bar is permitted in a C-C-DT District with a Conditional Use Permit and in compliance with all requirements.



HISTORY: This is the first Conditional Use Permit submitted by this applicant for this location. The subject property has been used as a nightclub/bar since 2010. A Special Use Permit was approved for the same applicant on September 18, 2025 to operate at 209 South 17th Street.

ANALYSIS: The applicant is proposing to operate a bar under the name Alibi from 3,000 square feet of lease space. The bar will require 6 parking spaces including one accessible parking space but may pay an applicable fee in lieu of such compliance as set in Section 4.4.4.B.9 of the UDC. Their proposed days and hours of operation are Friday to Saturday from 10:00 p.m. to 2 a.m.

The proposed bar must comply with Fire Department, Building Code requirements, and all conditions of Section 3.2.5.A of the UDC, including, but not limited to, the following:

- Adequate Lighting, including, but not limited to, all entrances and exits
- Security personnel based on occupancy load
- Security cameras with a minimum retention load of 30 days at the entrance, exit, and based on the square footage
- Noise control
- Age verification device with capability to produce reports
- Mark all occupants that are under the age of 21 years with UV ink
- Litter control
- Maximum occupancy load established by the building official

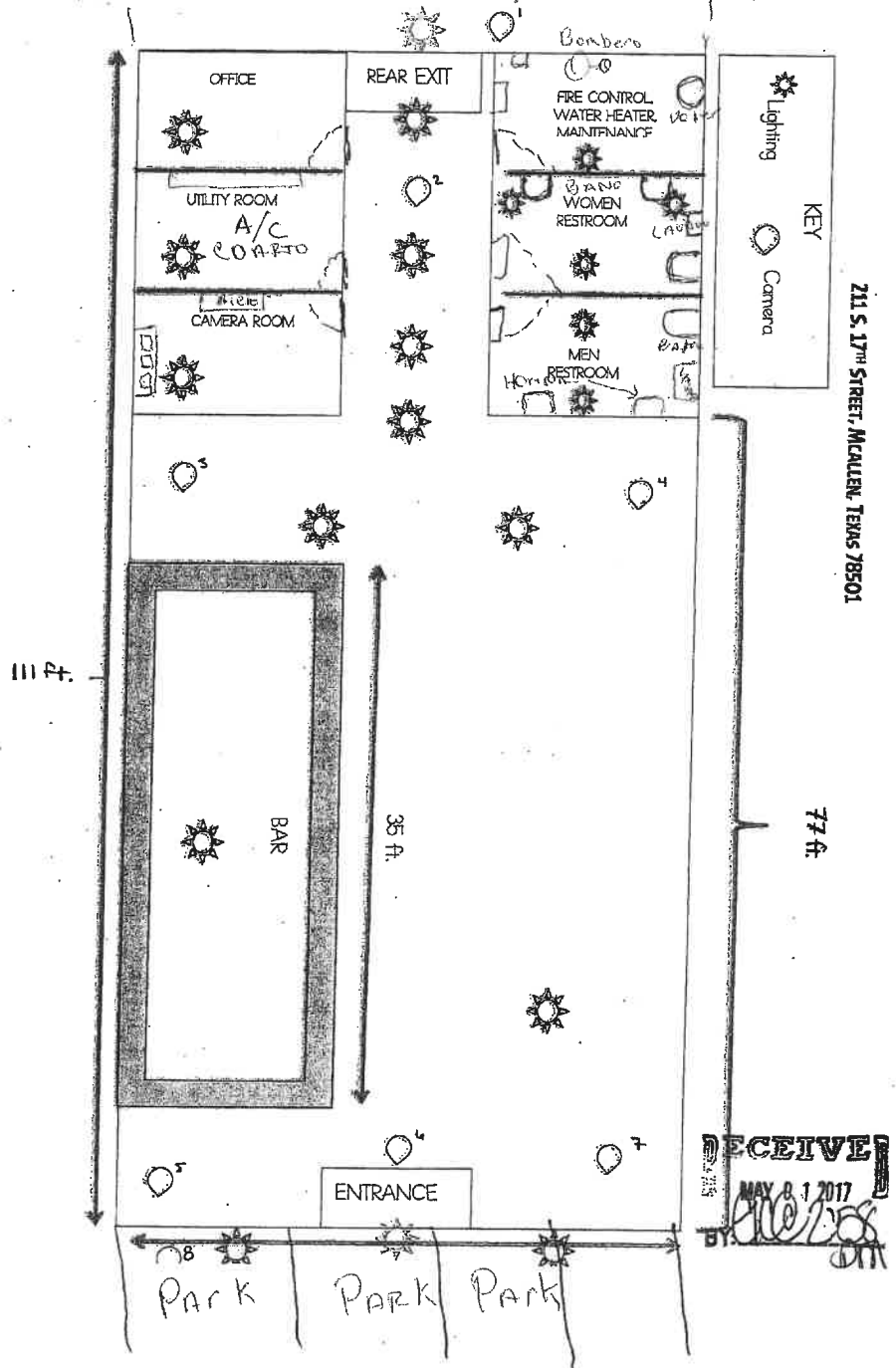
If approval is granted, the applicant must sign an acknowledgement and agreement to all conditions.

Staff has not received any phone calls, emails, or letters in opposition to this request.

PLANNING AND ZONING COMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the CUP request. The board unanimously voted to recommend approval of the request for one year. There were four members present and voting.

20 ft

22 ft



211 S. 17TH STREET, MCALLEN, TEXAS 78501

DECEIVE
MAY 8 1 2017
BY: [Signature]

2 security
1 supervisor

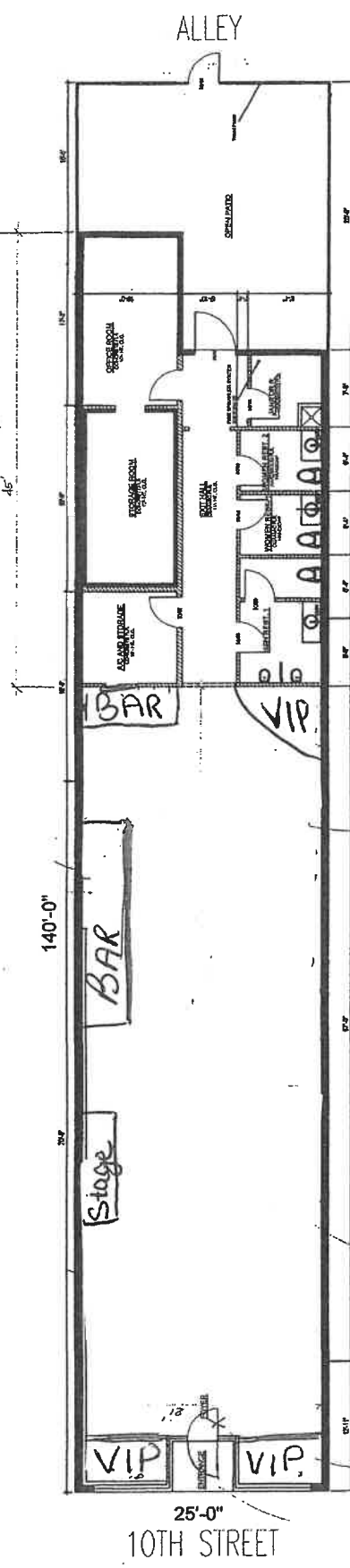
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3500 sq ft
of property

3000 sq ft
Bldg

SITE PLAN
211 S. 17TH
LOT 9 BLOCK 23
MCALLEN, TEXAS

15' 45" #
1220
450 #
6120/100 = 2





McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 05/01/2025 00:00

Incident Type: All

To Date/Time: 05/13/2026 23:59

Location: 211 S 17th St., McAllen, TX

Call Date/Time	Incident Number	Incident Type	Location
7/27/2025 1:11	2025-00046315	Domestic Disturbance	211 S 17TH ST, MCALLEN

- Disclaimer:** The figures reflected above are 'calls for service' for the City of McAllen. They are NOT lists of Crimes or Crime Reports. Calls are titled as they are called in and dispatched.



McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 05/2025 Incident Type: All
To Date/Time: 06/2026 Location: 209 S 17th St 4 McAllen, Tx 78501

Call Date/Time	Location	Incident Type
12/4/2025 23:12	209 S 17TH ST, MCALLEN	Assist Other Agency

ORDINANCE NO. 2026 – ____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS
AND ORDAINING OTHER PROVISIONS RELATING TO
THE SUBJECT MATTER THEREOF.**

WHEREAS, on July 13, 2026 the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a nightclub/bar (Alibi) at the south 25 feet of Lot 9, Block 23, McAllen Addition Subdivision, Hidalgo County, Texas; 211 South 17th Street; and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for a nightclub/bar (Alibi) at the south 25 feet of Lot 9, Block 23, McAllen Addition Subdivision, Hidalgo County, Texas; 211 South 17th Street. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on July 13, 2026 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The property line of the lot of any of the abovementioned businesses must be at least 300 feet from the nearest property line of the lot of any residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential

areas, and must not be heard from the residential area after 10:00 p.m. 2) The above-mentioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. 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, businesses, or residences for parking, especially those in adjacent residential areas, by providing additional onsite parking. Upon a business's written request, the City, in its sole discretion, may consider the acceptance of a fee in lieu of strict compliance with the off-street parking requirements. 4) The above-mentioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. 5) The above-mentioned businesses 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, hiring of security personnel, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street. 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the planning and zoning commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances. 8) Adequate Lighting - Lighting must be provided at each entrance and exit as well as at the rear of the establishment if adjacent to the alley or on a corner lot. 9) Security Personnel - security personnel must be provided based on the occupancy load provided by the chief building official. The total number of security personnel shall be one per every 75 patrons plus one supervising security personnel for every five security personnel required. All security personnel must be present at all times and properly identifiable. 10) Security Cameras - The installation of security cameras will be required at each entrance and exit to the establishment plus one additional camera for every 500 square feet of floor area.

Dummy cameras are prohibited and signs should be posted that the establishment is under video surveillance. At the City's request the permittee shall install additional video cameras on the exterior of the building. Security cameras must have a minimum retention load 30 days. 11) Noise Control - Outdoor amplified music must comply with the McAllen Code of Ordinances, including but not limited Chapter 46, Article V, as it may be amended from time to time. Speakers must be directed towards the establishment and away from surrounding properties. 12) Age Verification and Control: a. Enforce the use of stand-alone age-verification device(s) scanning a Real ID and utilizing supporting tracking software. b. Mark all occupants that are under the age of 21 years with UV ink and track the same using blacklight devices throughout the business, including but not limited to point(s) of sale; and c. Provide reports related to identity and number of occupants, generated by the age-verification device/system as may be requested by city staff at any time. The reports should be organized by month, and for each day of the month, contain the following information: Scan time, Last name, ID number, State of issuance, Date of birth, Age result (21+ / -21). 13) Litter Control - Take necessary and reasonable provisions to keep litter to a minimum, and to keep it from blowing onto or being deposited on adjacent streets and properties. 14) Maximum Occupancy - restrict the number of persons within the premises to the maximum occupancy load established by the building official. 15) Additional Requirements - The Planning Director may impose additional requirements or limitations as he deems necessary, in his sole discretion to preserve public safety, health, and general welfare. 16) Automatic right of entry is required by Code, Fire, Police and Building Departments' personnel at any time. 17) Deny entry to intoxicated persons in to the establishment. 18) The establishment must maintain all required TABC licenses. 19) Change of Ownership - Any change in ownership of an establishment shall cause the conditional use permit to expire, and require an inspection by the building official. It shall be a condition of a conditional use permit that the permittee notify the director of planning in writing of any change in ownership, and further notify any prospective new owner in writing of the requirement to apply for a conditional use permit in order to operate. 20) A copy of the lease agreement. 21) Property owner's name and authorization are required on the application.

SECTION III: 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.

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

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of July 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.6.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Request of Abobaker R. Mohamed, on behalf of UR Vape Match LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Vape Shop (UR Vape) at Lot 1, The District Phase I-A Subdivision, Hidalgo County, Texas; 7913 North 10th Street Suite 170. **CUP2026-0042**
2. Party Making Request: Omar Sotelo
3. Applicant: Abobaker R. Mohamed on behalf of UR Vape Match LLC
4. Nature of Request: Request of Abobaker R. Mohamed, on behalf of UR Vape Match LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Vape Shop (UR Vape) at Lot 1, The District Phase I-A Subdivision, Hidalgo County, Texas; 7913 North 10th Street Suite 170. **CUP2026-0042**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

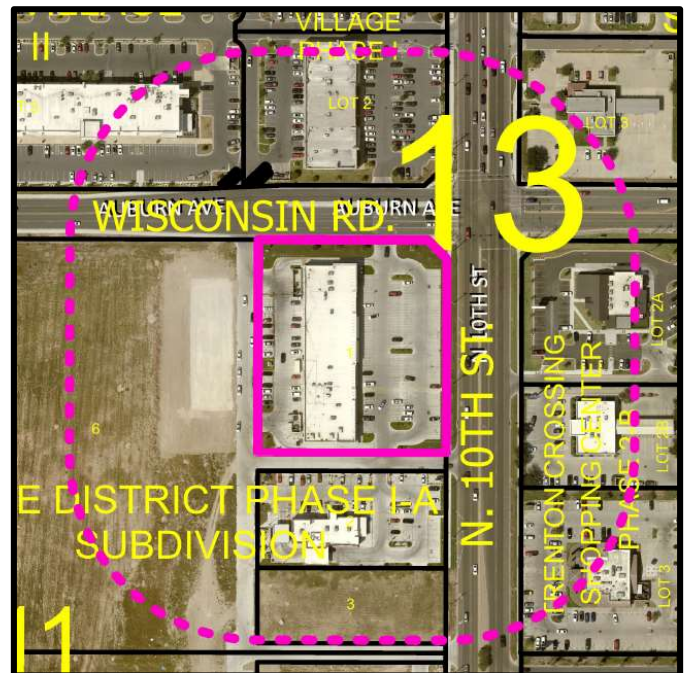
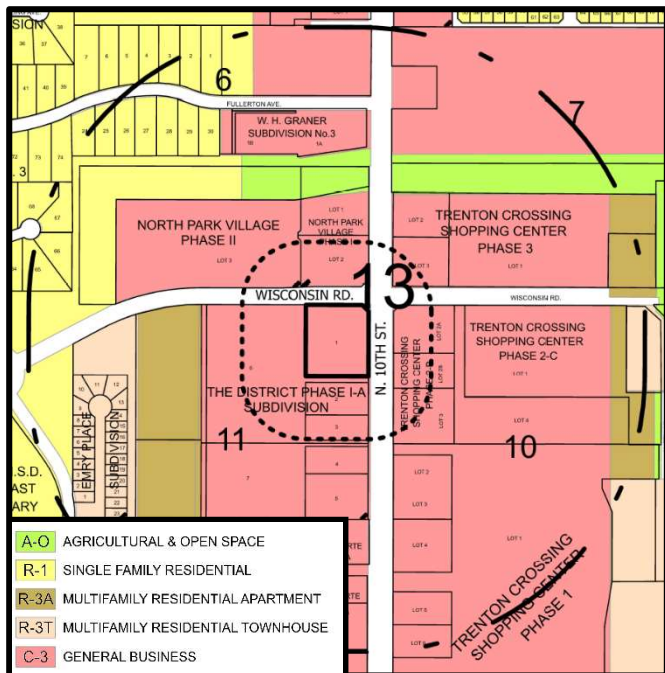
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF ABOBAKER R. MOHAMED, ON BEHALF OF UR VAPE MATCH LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE FOR A VAPE SHOP (UR VAPE) AT LOT 1, THE DISTRICT PHASE I-A SUBDIVISION, HIDALGO COUNTY, TEXAS; 7913 NORTH 10TH STREET SUITE 170. (CUP2026-0042)

BRIEF DESCRIPTION: The subject property is located at the southwest corner of North 10th Street and Wisconsin Road. The property is zoned C-3 (General Business-OC) District. The surrounding land uses includes commercial and vacant land. A vape shop is permitted in this zone with a Conditional Use Permit and in compliance with requirements.



HISTORY: The District Phase I-A Subdivision was recorded on February 2, 2025. The initial CUP for the vape shop was approved for one year by City Commission on June 18, 2025.

ANALYSIS: The applicant is proposing to operate a vape shop under the name UR Vape. The proposed hours of operation will be 8 a.m. to 11 p.m. Sundays through Saturday.

The site plan must comply with the Zoning Ordinance, Fire Department, Building Code requirements, and all requirements on the building permit, including setbacks, landscaping, parking, etc. The vape shop must also comply with the following requirements set forth in Section 138-118(a)(4):

- 1) The property line of the lot of any of the abovementioned businesses must be at least 300 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m.;
- 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas;
- 3) The abovementioned 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. Seven parking spaces are required, 128 spaces are provided;
- 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;
- 5) The abovementioned businesses 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 of as much as possible of the site from a public street;
- 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
- 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the planning and zoning commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances.

Staff has not received any phone calls, letters or emails in opposition to the request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the request. The board unanimously voted to recommend approval, for one year, subject to compliance with the Zoning Ordinance, Fire Department, and Building Code requirements. There were four members present and voting.

SITE PLAN



DETAILS

Building Size
22,305 SqFt

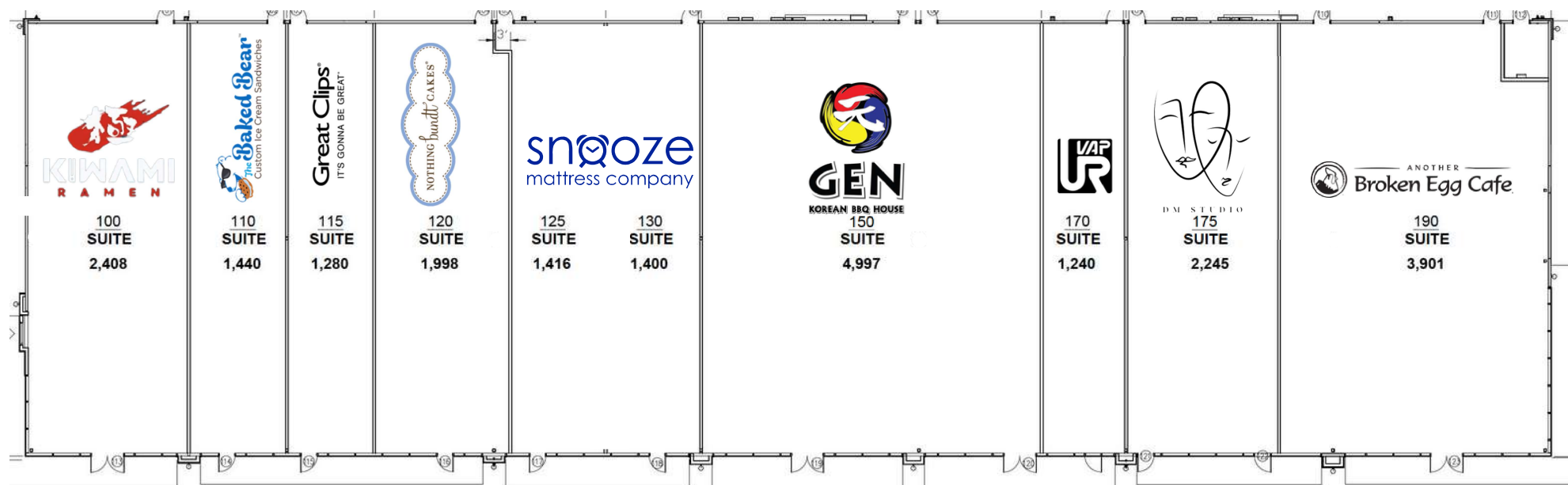
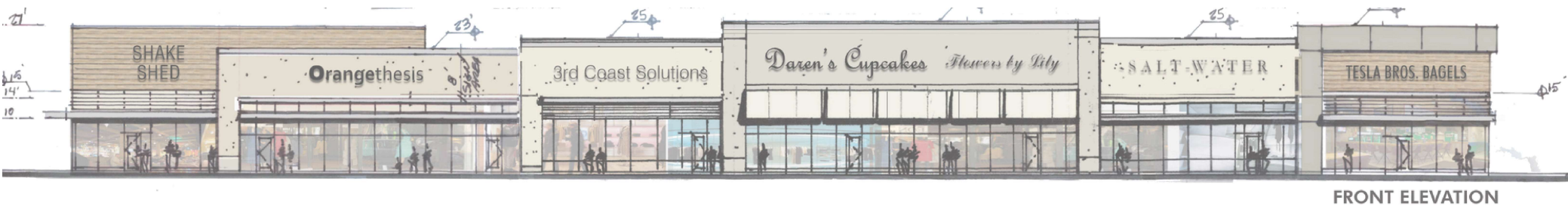
Parking Spaces
141 Spaces

Site Entrances
5 Ingress/Egress

Traffic Counts
47,000 VPD

Foot Traffic (Anchor)
57,261 Daily Shoppers





BUILDING A
7913 N. 10th Street | McAllen, Texas

LEASING PLAN

ORDINANCE NO. 2026 – _____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS AND
ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT
MATTER THEREOF.**

WHEREAS, on July 13, 2026 the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Vape Shop (UR Vape) at Lot 1, The District Phase I-A Subdivision, Hidalgo County, Texas; 7913 North 10th Street Suite 170; and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for a Vape Shop (UR Vape) at Lot 1, The District Phase I-A Subdivision, Hidalgo County, Texas; 7913 North 10th Street Suite 170. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on July 13, 2026 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The property line of the lot of any of the abovementioned businesses must be at least 300 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. 2) The abovementioned

businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. 3) The abovementioned 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. 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. 5) The abovementioned businesses 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 of as much as possible of the site from a public street. 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the planning and zoning commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances.

SECTION III: 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.

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

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of July 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.7.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Request of Mark A. Watts, on behalf of JAM Entertainment Ventures LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Nightclub (Santa Diabla) at Lot 1 and south one foot of Lot 2, Block 25, McAllen Addition, Hidalgo County, Texas; 1704 Dallas Avenue. **CUP2026-0043**
2. Party Making Request: Omar Sotelo
3. Applicant: Mark A. Watts on behalf of JAM Entertainment Ventures LLC
4. Nature of Request: Request of Mark A. Watts, on behalf of JAM Entertainment Ventures LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance for a Nightclub (Santa Diabla) at Lot 1 and South one foot of Lot 2, Block 25, McAllen Addition, Hidalgo County, Texas; 1704 Dallas Avenue. **CUP2026-0043**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

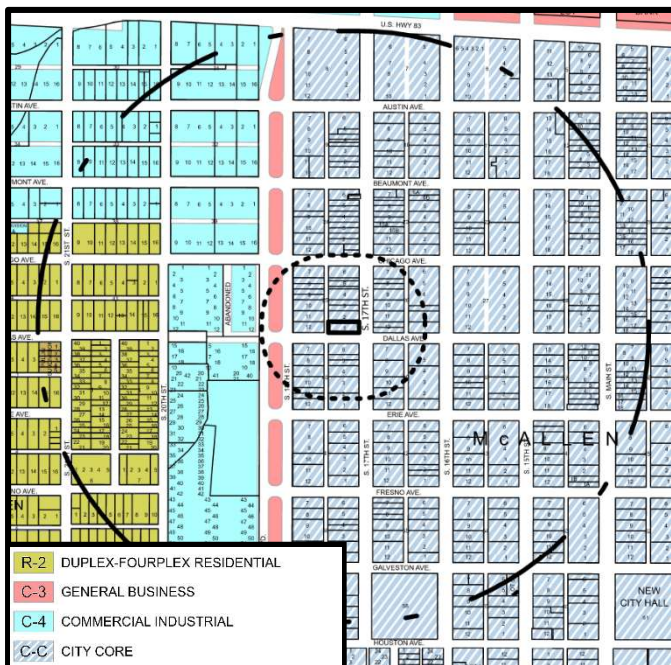
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF MARK A. WATTS, ON BEHALF OF JAM ENTERTAINMENT VENTURES LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE FOR A NIGHTCLUB (SANTA DIABLA) AT LOT 1 AND SOUTH ONE FOOT OF LOT 2, BLOCK 25, MCALLEN ADDITION, HIDALGO COUNTY, TEXAS; 1704 DALLAS AVENUE. (CUP2026-0043)

BRIEF DESCRIPTION: The subject property is located at the northwest corner of Dallas Avenue and South 17th Street. The subject property and adjacent properties are zoned CC-DT (City Core-Downtown-UDC) District. The surrounding land uses include bars, nightclubs, retail, and residential uses. A bar is allowed in a CC-DT District with a Conditional Use Permit and in compliance with requirements.



HISTORY: This property is part of the Original Townsite of McAllen. Special Use Permits for this property under different ownership have been issued in the past, most recently in January 2023.

ANALYSIS: The applicant is proposing to operate a bar under the name Santa Diabla from approximately 3,000 square feet of lease space. Their proposed hours of operation are 9 p.m. to 2 a.m. Thursday through Sunday.

The site plan must comply with the UDC, Fire Department, Building Code requirements, and all requirements on the building permit, including setbacks, landscaping, parking, etc. The proposed bar must comply with all conditions of Section 3.2.5.A of the UDC, including, but not limited to, the following:

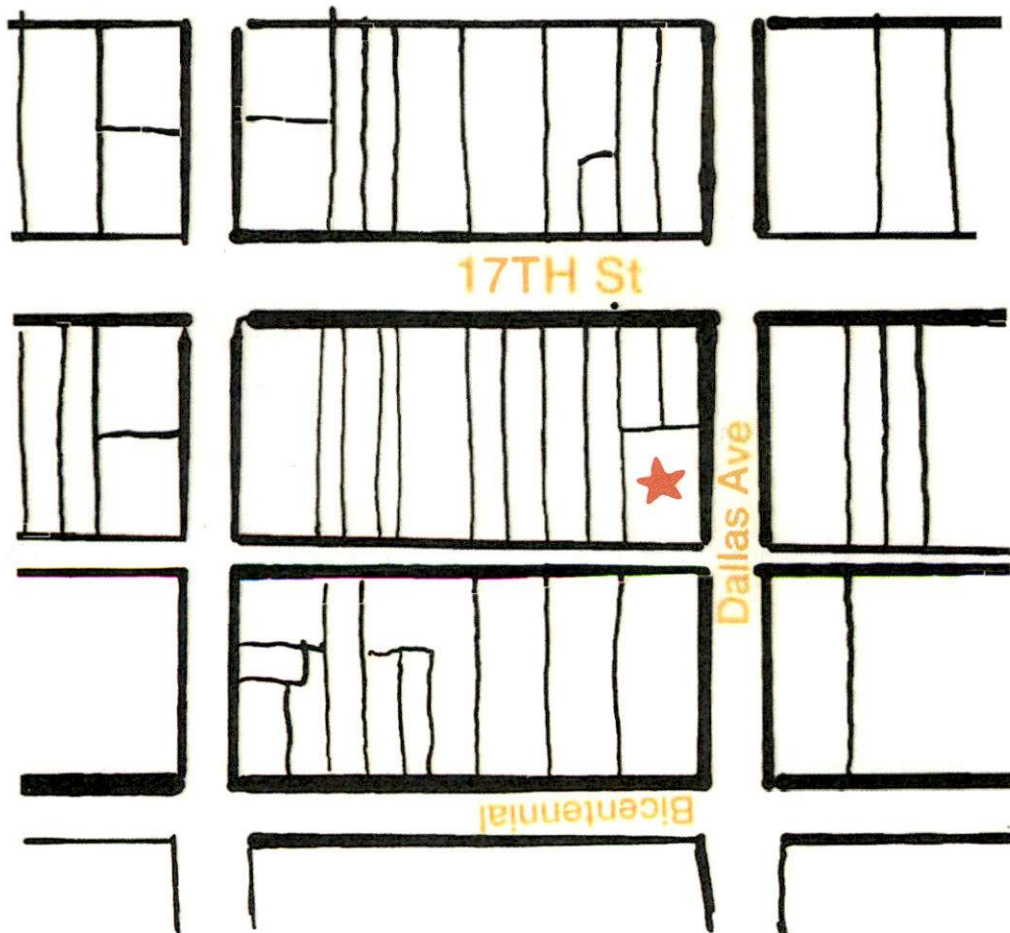
- Adequate Lighting, including, but not limited to, all entrances and exits
- Security personnel based on occupancy load
- Security cameras with a minimum retention load of 30 days at the entrance, exit, and based on the square footage
- Noise control
- Age verification device with capability to produce reports
- Mark all occupants that are under the age of 21 years with UV ink
- Litter control
- Maximum occupancy load established by the building official

If approval is granted, the applicant must also sign an acknowledgement and agreement to all conditions.

Staff has not received any phone calls, letters or emails in opposition to the request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the request. The board unanimously voted to recommend approval, for one year, subject to compliance with the UDC, Fire Department, and Building Code requirements. There were four members present and voting.

Location Map - Santa Diabla



FLOOR PLAN

1704 W Dallas Avenue

McAllen, TX 78501

Parcel ID: M1950-00-025-0001-00

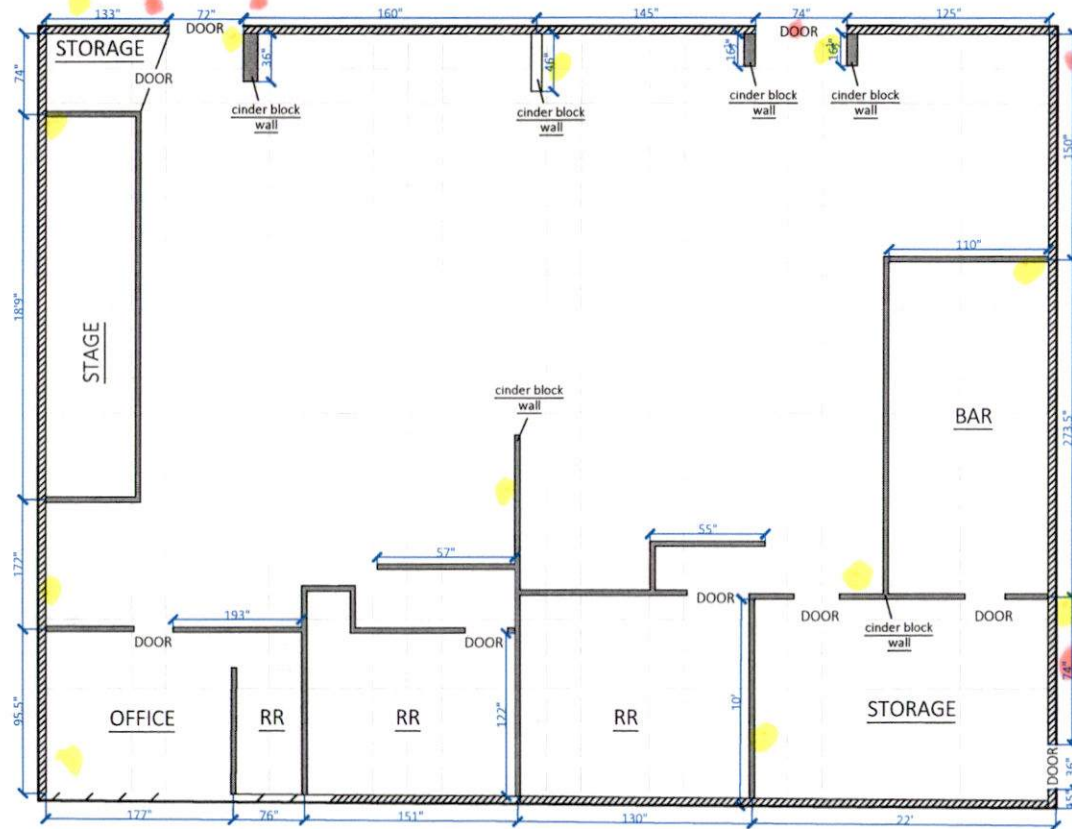
Lot area: 0.16 Acres

3000 sq. feet

DALLAS AVE



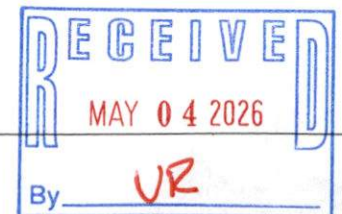
scale 1/8"=1'0"



A
C
C Ext. Lighting
E Cameras
Y

NOTE

*All exterior walls are cinder block





McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 05/01/2025 00:00

Incident Type: All

To Date/Time: 06/16/2026 23:59

Location: 1704 Dallas Ave., McAllen

Call Date/Time	Incident Number	Incident Type	Location
5/9/2026 0:37	2026-00026844	PI	1704 DALLAS AVE, MCALLEN
5/9/2026 0:24	2026-00026839	Assist Other Agency	1704 DALLAS AVE, MCALLEN
3/18/2026 15:55	2026-00016203	Assist Other Agency	1704 DALLAS AVE, MCALLEN
1/9/2026 15:04	2026-00001789	Assist Other Agency	1704 DALLAS AVE, MCALLEN

- Disclaimer:** The figures reflected above are 'calls for service' for the City of McAllen. They are NOT lists of Crimes or Crime Reports. Calls are titled as they are called in and dispatched.

ORDINANCE NO. 2026 – _____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS AND
ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT
MATTER THEREOF.**

WHEREAS, on July 13, 2026 the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub (Santa Diabla) at Lot 1 and South one foot of Lot 2, Block 25, McAllen Addition, Hidalgo County, Texas; 1704 Dallas Avenue; and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for a Nightclub (Santa Diabla) at Lot 1 and South one foot of Lot 2, Block 25, McAllen Addition, Hidalgo County, Texas; 1704 Dallas Avenue. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on July 13, 2026 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The property line of the lot of any of the abovementioned businesses must be at least 300 feet from the nearest property line of the lot of any residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. 2) The above-

mentioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. 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, businesses, or residences for parking, especially those in adjacent residential areas, by providing additional onsite parking. Upon a business's written request, the City, in its sole discretion, may consider the acceptance of a fee in lieu of strict compliance with the off-street parking requirements. 4) The above-mentioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. 5) The above-mentioned businesses 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, hiring of security personnel, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street. 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the planning and zoning commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances. 8) Adequate Lighting - Lighting must be provided at each entrance and exit as well as at the rear of the establishment if adjacent to the alley or on a corner lot. 9) Security Personnel - security personnel must be provided based on the occupancy load provided by the chief building official. The total number of security personnel shall be one per every 75 patrons plus one supervising security personnel for every five security personnel required. All security personnel must be present at all times and properly identifiable. 10) Security Cameras - The installation of security cameras will be required at each entrance and exit to the establishment plus one additional camera for every 500

square feet of floor area. Dummy cameras are prohibited and signs should be posted that the establishment is under video surveillance. At the City's request the permittee shall install additional video cameras on the exterior of the building. Security cameras must have a minimum retention load 30 days. 11) Noise Control - Outdoor amplified music must comply with the McAllen Code of Ordinances, including but not limited Chapter 46, Article V, as it may be amended from time to time. Speakers must be directed towards the establishment and away from surrounding properties. 12) Age Verification and Control: a. Enforce the use of stand-alone age-verification device(s) scanning a Real ID and utilizing supporting tracking software. b. Mark all occupants that are under the age of 21 years with UV ink and track the same using blacklight devices throughout the business, including but not limited to point(s) of sale; and c. Provide reports related to identity and number of occupants, generated by the age-verification device/system as may be requested by city staff at any time. The reports should be organized by month, and for each day of the month, contain the following information: Scan time, Last name, ID number, State of issuance, Date of birth, Age result (21+ / -21). 13) Litter Control - Take necessary and reasonable provisions to keep litter to a minimum, and to keep it from blowing onto or being deposited on adjacent streets and properties. 14) Maximum Occupancy - restrict the number of persons within the premises to the maximum occupancy load established by the building official. 15) Additional Requirements - The Planning Director may impose additional requirements or limitations as he deems necessary, in his sole discretion to preserve public safety, health, and general welfare. 16) Automatic right of entry is required by Code, Fire, Police and Building Departments' personnel at any time. 17) Deny entry to intoxicated persons in to the establishment. 18) The establishment must maintain all required TABC licenses. 19) Change of Ownership - Any change in ownership of an establishment shall cause the conditional use permit to expire, and require an inspection by the building official. It shall be a condition of a conditional use permit that the permittee notify the director of planning in writing of any change in ownership, and further notify any prospective new owner in writing of the requirement to apply for a conditional use permit in order to operate. 20) A copy of the lease agreement. 21) Property owner's name and authorization are required on the application.

SECTION III: 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.

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

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of July 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.a.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from C-4 (Commercial Industrial-OC) District and I-1 (Light Industrial-OC) District under the Old Code (OC) to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:
6400 Industrial Center Subdivision, Lot 1, Hidalgo County, Texas 6200 South 10th Street 4400, 4500, 4601, 5000, 5001, 5400, 5401, 5500, 5800, 5801, 5901, 6101 and 6275 South 10th Street (PIDs: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, and 189329)
REZ2026-0073
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from C-4 (Commercial Industrial-OC) District and I-1 (Light Industrial-OC) District under the Old Code (OC) to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:
6400 Industrial Center Subdivision, Lot 1, Hidalgo County, Texas 6200 South 10th Street 4400, 4500, 4601, 5000, 5001, 5400, 5401, 5500, 5800, 5801, 5901, 6101 and 6275 South 10th Street (PIDs: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, and 189329)
REZ2026-0073
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM C-4 (COMMERCIAL INDUSTRIAL-OC) DISTRICT AND I-1 (LIGHT INDUSTRIAL-OC) DISTRICT UNDER THE OLD CODE (OC) TO I-1 (LIGHT INDUSTRIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

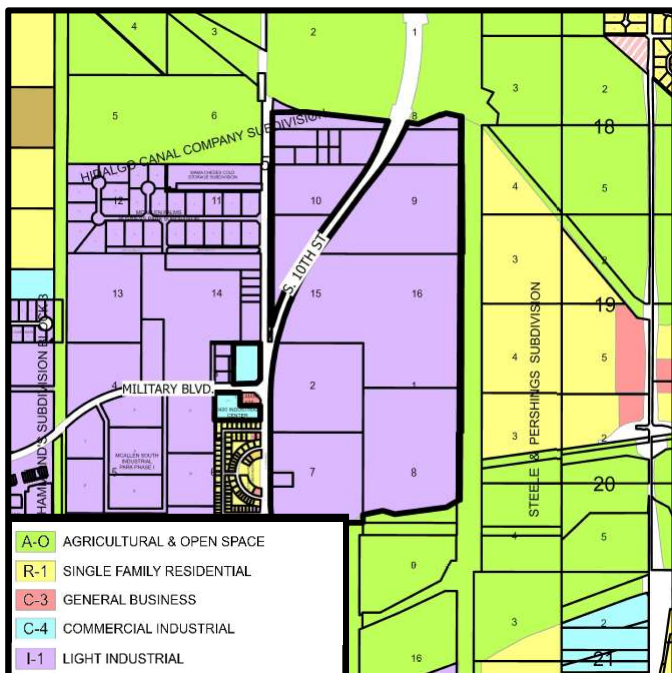
CASE REZ2026-0073:

6400 Industrial Center Subdivision, Lot 1, Hidalgo County, Texas

6200 South 10th Street

4400, 4500, 4601, 5000, 5001, 5400, 5401, 5500, 5800, 5801, 5901, 6101 and 6275 South 10th Street (PIDs: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, and 189329)

LOCATION: The subject properties are located along the both sides of South 10th Street and on both sides of Military Highway.



PROPOSAL: The City of McAllen is requesting to rezone the properties to I-1 (Light Industrial-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned A-O (Agricultural & Open Space-OC) District to the north, east, and south; I-1 (Light Industrial-OC) District to the west; R-1 (Single-Family Residential-OC) District to the south of the C-4 (Commercial Industrial-OC) District properties; and C-3 (General Business-OC) District at the northeast corner of South 10th Street and Military Highway.

LAND USE: The subject properties are vacant. Surrounding uses include single-family residential, a convenience store, light industrial uses, and vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Mixed-Density Complete Neighborhood. Mixed-Density Complete Neighborhoods are focused in the close-in neighborhoods that have more vacant land for ground-up developments and allow for a combination of diverse residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment.

DEVELOPMENT TRENDS: The development trend in this area is industrial uses.

ANALYSIS: The requested zoning does not conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. However, it does follow the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the rezoning request to I-1 (Light Industrial-UDC) District. There were four members present and voting.



**CITY OF MCALLEN
PLANNING DEPARTMENT**



SUBJECT PROPERTY

OLD ZONE

- A-O (AGRICULTURAL & OPEN...)
 R-1 (SINGLE FAMILY RES...)
 R-2 (DUPLEX-FOURPLEX)

UDC ZONE

- A-O (AGRICULTURAL & OPEN...)
R-1 (LOW DENSITY RES...)

-  R-3A (APARTMENTS)
-  R-3C (CONDOMINIUMS)
-  R-3T (TOWNHOMES)
-  R-4 (MOBILE HOMES)

-  R-2 (MEDIUM-DENSITY RES...)
-  R-3 (HIGH-DENSITY RES...)
-  C-1 (LOCAL COMMERCIAL)

-  C-1 (OFFICE BUILDING)
 C-2 (NEIGHBORHOOD COMM.)
 C-3 (GENERAL BUSINESS)
 C-3L (LIGHT COMMERCIAL)

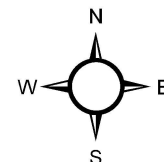
-  C-2 (REGIONAL COMMERCIAL)
 I-1 (LIGHT INDUSTRIAL)
 I-2 (HEAVY INDUSTRIAL)

-  C-4 (COMMERCIAL INDUSTRIAL)
 I-1 (LIGHT INDUSTRIAL)
 I-2 (HEAVY INDUSTRIAL)

-  M-1 (LOCAL MIXED USE)
-  M-2 (REGIONAL MIXED USE)
-  C-C (CITY CORE)

LEGEND
SCALE: N.T.S.

AREA MAP



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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.b.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:
Tex-Mart #38 Subdivision, Lot 1, Hidalgo County, Texas 5700 South 10th Street **REZ2026-0075**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from C-3 (General Business-OC) District under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties: Tex-Mart #38 Subdivision, Lot 1, Hidalgo County, Texas 5700 South 10th Street **REZ2026-0075**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

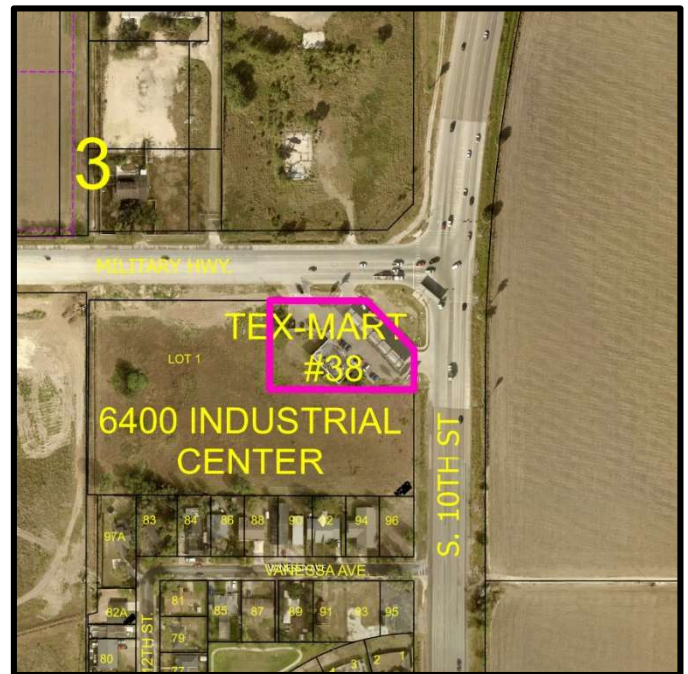
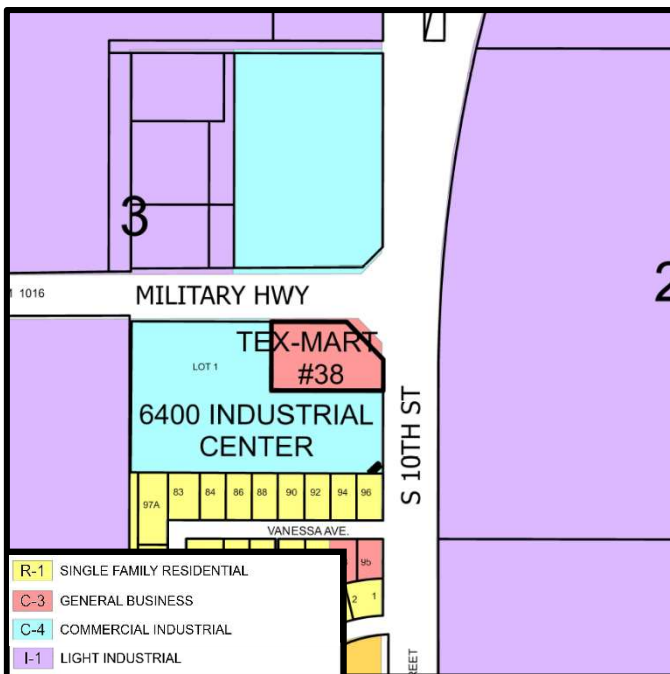
DATE: July 13, 2026

SUBJECT: REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

CASE REZ2026-0075:

Tex-Mart #38 Subdivision, Lot 1, Hidalgo County, Texas
5700 South 10th Street

LOCATION: The subject property is located at the southwest corner of South 10th Street and Military Highway.



PROPOSAL: The City of McAllen is requesting to rezone the properties to C-2 (Regional Commercial-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned C-4 (Commercial Industrial-OC) District to the north, south, and west; and I-1 (Light Industrial-OC) District to the east.

LAND USE: The subject property is a convenience store. Surrounding uses include vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Mixed-Density Complete Neighborhood. Mixed-Density Complete Neighborhoods are focused in the close-in neighborhoods that have more vacant land for ground-up developments and allow for a combination of diverse residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment.

DEVELOPMENT TRENDS: The development trend in this area is industrial uses.

ANALYSIS: The requested zoning does not conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. However, shopping centers function as employment centers, with increased emphasis on service industry and office employment which is more in line with the development for this area; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees. Convenience stores are permitted in a C-2 (Regional Commercial-UDC) District, but not in an I-1 (Light Industrial-UDC) District.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the rezoning request to C-2 (Regional Commercial-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.c.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from A-O (Agricultural & Open Space-OC) District under the Old Code (OC) to A-O (Agricultural & Open Space-UDC) District under the new Unified Development Code (UDC) for the following properties:
1901 Tanya Avenue Rear (PID: 843512)
1905 Military Highway and Rear (PIDs: 729591 and 729592)
6601 South 10th Street Rear, 6701 South 10th Street Rear, 6801 South 10th Street Rear, and 7200 South 10th Street (PIDs: 20828092, 189331, 190017, and 654315)
7001 and 7301 South 23rd Street (PIDs: 185537 and 185538) **REZ2026-0076**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from A-O (Agricultural & Open Space-OC) District under the Old Code (OC) to A-O (Agricultural & Open Space-UDC) District under the new Unified Development Code (UDC) for the following properties:
1901 Tanya Avenue Rear (PID: 843512)
1905 Military Highway and Rear (PIDs: 729591 and 729592)
6601 South 10th Street Rear, 6701 South 10th Street Rear, 6801 South 10th Street Rear, and 7200 South 10th Street (PIDs: 20828092, 189331, 190017, and 654315)
7001 and 7301 South 23rd Street (PIDs: 185537 and 185538) **REZ2026-0076**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/24/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM A-O (AGRICULTURAL & OPEN SPACE-OC) DISTRICT UNDER THE OLD CODE (OC) TO A-O (AGRICULTURAL & OPEN SPACE-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

CASE REZ2026-0076:

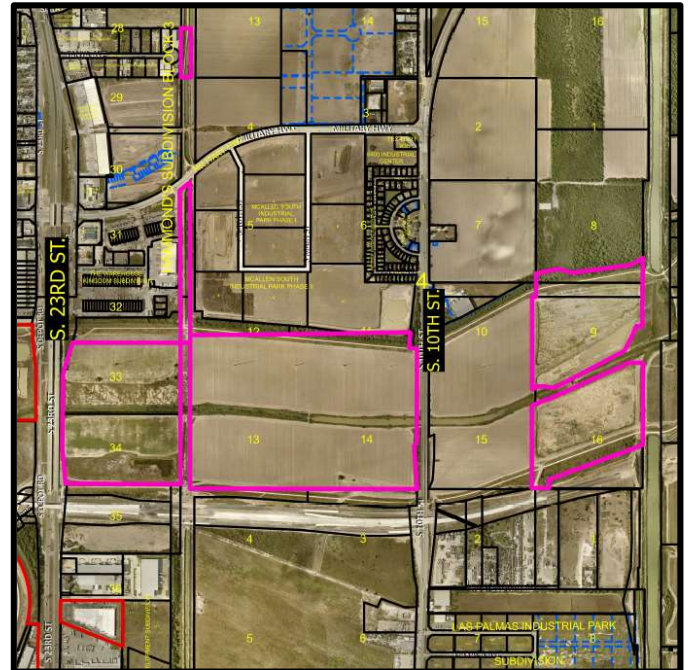
1901 Tanya Avenue Rear (PID: 843512)

1905 Military Highway and Rear (PIDs: 729591 and 729592)

6601 South 10th Street Rear, 6701 South 10th Street Rear, 6801 South 10th Street Rear, and 7200 South 10th Street (PIDs: 20828092, 189331, 190017, and 654315)

7001 and 7301 South 23rd Street (PIDs: 185537 and 185538)

LOCATION: The subject properties are located on the east side of South 23rd Street, on both sides of South 10th Street, north and south of Military Highway.



PROPOSAL: The City of McAllen is requesting to rezone the properties to A-O (Agricultural & Open Space-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned A-O (Agricultural & Open Space-OC) District and I-1 (Light Industrial-OC) District to the north, south, east, and west.

LAND USE: The subject properties are vacant. Surrounding uses include industrial uses and vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Parks and Open Space. The Parks and Open Space areas noted in the Future Land Use Map denote parks, recreational facilities, drainage ways, trails and other open spaces that are currently in existence or planned.

DEVELOPMENT TRENDS: The development trend in this area is industrial uses.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the rezoning request to A-O (Agricultural & Open Space-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.d.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC), R-3C (Multifamily Residential Condominium-OC), and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:
3001 Business Park Subdivision, Lot 1; South 10th Shopping Center Unit 1 Subdivision, Lots 1-2;
South 10th Shopping Center Unit 2 Subdivision, Lots 1-2, Hidalgo County, Texas
817 Bales Road
2901 South 10th Street
3113 South 10th Street
3201 South 10th Street
3221 South 10th Street
413, 521, 2721, 3000, 3005, 3013, 3017, 3020, 3300, 3327, 3400, 3601, 3609, and 3900 South
10th Street (PIDs: 200872, 175509, 175508, 175510, 175511, 175512, 189393, 965189, 714035,
189404, 189405, 1305555) 912 and 916 Bales Road (PIDs: 175514 and 560145) 3602 South 2nd
Loop (PID: 189406) **REZ2026-0077**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from C-3 (General Business-OC), R-3C (Multifamily Residential Condominium-OC), and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:
3001 Business Park Subdivision, Lot 1; South 10th Shopping Center Unit 1 Subdivision, Lots 1-2;
South 10th Shopping Center Unit 2 Subdivision, Lots 1-2, Hidalgo County, Texas
817 Bales Road
2901 South 10th Street
3113 South 10th Street
3201 South 10th Street
3221 South 10th Street
413, 521, 2721, 3000, 3005, 3013, 3017, 3020, 3300, 3327, 3400, 3601, 3609, and 3900 South
10th Street (PIDs: 200872, 175509, 175508, 175510, 175511, 175512, 189393, 965189, 714035,
189404, 189405, 1305555) 912 and 916 Bales Road (PIDs: 175514 and 560145) 3602 South 2nd
Loop (PID: 189406) **REZ2026-0077**
5. Fiscal Impact Summary:
6. Budgeted:
Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____

Over Budget: _____
Amount Remaining: _____

7. Routing:

Jessica Cavazos

Created/Initiated - 06/23/2026

Omar Sotelo

Approved - 06/24/2026

Martin Canales

Approved - 06/26/2026

Michelle Rivera

Final Approval - 07/01/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REZONING FROM C-3 (GENERAL BUSINESS-OC), R-3C (MULTIFAMILY RESIDENTIAL CONDOMINIUM-OC), AND A-O (AGRICULTURAL AND OPEN SPACE-OC) DISTRICTS UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

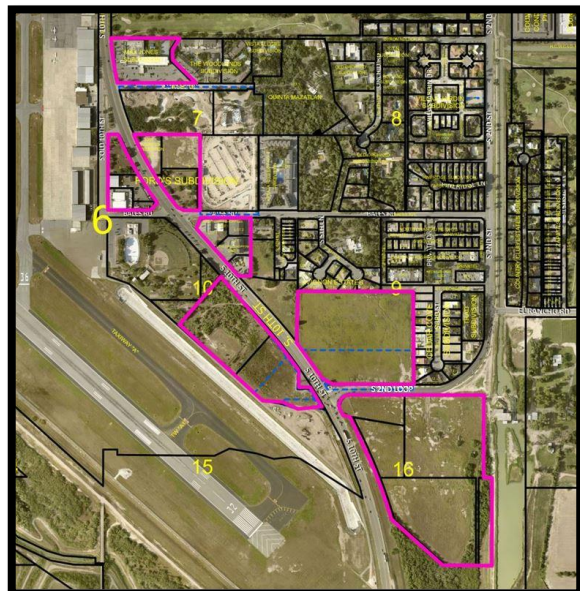
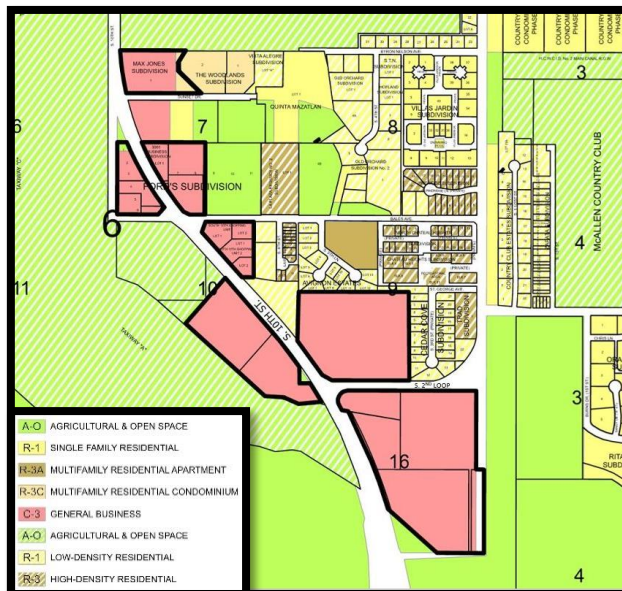
CASE REZ2026-0077:

3001 Business Park Subdivision, Lot 1; South 10th Shopping Center Unit 1 Subdivision, Lots 1-2; South 10th Shopping Center Unit 2 Subdivision, Lots 1-2, Hidalgo County, Texas

817 Bales Road
2901 South 10th Street
3113 South 10th Street
3201 South 10th Street
3221 South 10th Street

413, 521, 2721, 3000, 3005, 3013, 3017, 3020, 3300, 3327, 3400, 3601, 3609, and 3900 South 10th Street (PIDs: 200872, 175509, 175508, 175510, 175511, 175512, 189393, 965189, 714035, 189404, 189405, 1305555)
912 and 916 Bales Road (PIDs: 175514 and 560145)
3602 South 2nd Loop (PID: 189406)

LOCATION: The subject properties are located along both sides of South 10th Street, between both sides of Bales Road and South 2nd Loop, and the north side of Sunset Drive.



PROPOSAL: The City of McAllen is requesting to rezone the properties to C-2 (Regional Commercial-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned A-O (Agricultural and Open Space-OC), R-1 (Single Family Residential-OC), C-3 (General Business-OC), A-O (Agricultural and Open Space-UDC), and R-1 (Low Density Residential-UDC) Districts to the north, A-O (Agricultural and Open Space-OC), R-3C (Multifamily Residential Condominium-OC), and R-1 (Low Density Residential-UDC) Districts to the east, A-O (Agricultural and Open Space-OC), R-1 (Single Family Residential-OC), C-3 (General Business-OC), and A-O (Agricultural and Open Space-UDC) Districts to the south, and A-O (Agricultural and Open Space-OC) and A-O (Agricultural and Open Space-UDC) Districts to the west.

LAND USE: The subject properties include commercial use and vacant land. Surrounding uses include residential, commercial, and vacant lots.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Complete Communities, Mixed Density Complete Neighborhood, Public/Semi-Public, and Parks and Open Space.

DEVELOPMENT TRENDS: The development trend of this area is commercial and agricultural.

ANALYSIS: The requested zoning conforms to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to C-2 (Regional Commercial-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.e.

DATE SUBMITTED

06/24/2026

MEETING DATE

7/13/2026

1. Agenda Item: 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:
Amended Map of Sowell Subdivision, Lot A; Amended Map of Villas Jardin Subdivision, Lots 1-40; Country Club Condominiums Phase 1, Lots 1-37; Country Club Condominiums Phase 2, Lots 1-37; Country Club Condominiums Phase III, Lots 1-37; Amended Map of Country Club Condominiums Phase IV, Lots 1-36, Hidalgo County, Texas
2400 Country Club Lane
301 Byron Nelson Drive
301 Byron Nelson Drive Units 1-40
14 Villas Jardin Drive
101 and 111 Yuma Avenue
100 and 200 East Yuma Avenue
401 Byron Nelson Drive (PID: 189379) **REZ2026-0078**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: 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:
Amended Map of Sowell Subdivision, Lot A; Amended Map of Villas Jardin Subdivision, Lots 1-40; Country Club Condominiums Phase 1, Lots 1-37; Country Club Condominiums Phase 2, Lots 1-37; Country Club Condominiums Phase III, Lots 1-37; Amended Map of Country Club Condominiums Phase IV, Lots 1-36, Hidalgo County, Texas
2400 Country Club Lane
301 Byron Nelson Drive
301 Byron Nelson Drive Units 1-40
14 Villas Jardin Drive
101 and 111 Yuma Avenue
100 and 200 East Yuma Avenue
401 Byron Nelson Drive (PID: 189379) **REZ2026-0078**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____
7. Routing:

Jessica Cavazos
Omar Sotelo
Martin Canales
Michelle Rivera

Created/Initiated - 06/24/2026
Approved - 06/24/2026
Approved - 06/26/2026
Final Approval - 07/01/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

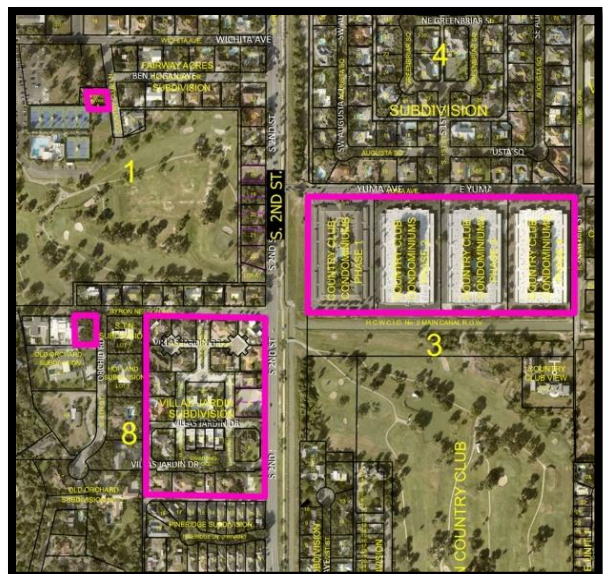
SUBJECT: REZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC) DISTRICT UNDER THE OLD CODE (OC) TO R-1 (LOW-DENSITY RESIDENTIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

CASE REZ2026-0078:

Amended Map of Sowell Subdivision, Lot A; Amended Map of Villas Jardin Subdivision, Lots 1-40; Country Club Condominiums Phase 1, Lots 1-37; Country Club Condominiums Phase 2, Lots 1-37; Country Club Condominiums Phase III, Lots 1-37; Amended Map of Country Club Condominiums Phase IV, Lots 1-36, Hidalgo County, Texas

2400 Country Club Lane
301 Byron Nelson Drive
301 Byron Nelson Drive Units 1-40
14 Villas Jardin Drive
101 and 111 Yuma Avenue
100 and 200 East Yuma Avenue
401 Byron Nelson Drive (PID: 189379)

LOCATION: The subject properties are located along both sides of South 2nd Street, between Wichita Avenue and Bales Avenue.



PROPOSAL: The City of McAllen is requesting to rezone the properties to R-1 (Low Density Residential-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned A-O (Agricultural and Open Space-UDC) and R-1 (Low Density Residential-UDC) Districts to the north, A-O (Agricultural and Open Space-OC), R-1 (Single Family Residential-OC), and R-1 (Low Density Residential-UDC) Districts to the east, A-O (Agricultural and Open Space-UDC) and R-3 (High Density Residential-UDC) Districts to the south, and R-1 (Single Family Residential-OC), A-O (Agricultural and Open Space-UDC), and R-1 (Low Density Residential-UDC) Districts to the west.

LAND USE: The subject properties include residential use. Surrounding uses include residential, vacant land, and the McAllen Country Club.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Complete Communities and Regional Commercial.

DEVELOPMENT TRENDS: The development trend of this area is residential and agricultural.

ANALYSIS: The requested zoning conforms to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to R-1 (Low-Density Residential-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.8.f.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Rezoning from R-3A (Multifamily Residential Apartment-OC) and R-3C (Multifamily Residential Condominium-OC) Districts under the Old Code (OC) to R-3 (High-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:
The Woodlands Subdivision, Lot 1; Lot 2A The Woodlands Subdivision, Lot 2A, Hidalgo County, Texas
700 Sunset Drive
800 Sunset Drive
507 Bales Road (PID: 189384) **REZ2026-0079**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from R-3A (Multifamily Residential Apartment-OC) and R-3C (Multifamily Residential Condominium-OC) Districts under the Old Code (OC) to R-3 (High-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:
The Woodlands Subdivision, Lot 1; Lot 2A The Woodlands Subdivision, Lot 2A, Hidalgo County, Texas
700 Sunset Drive
800 Sunset Drive
507 Bales Road (PID: 189384) **REZ2026-0079**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

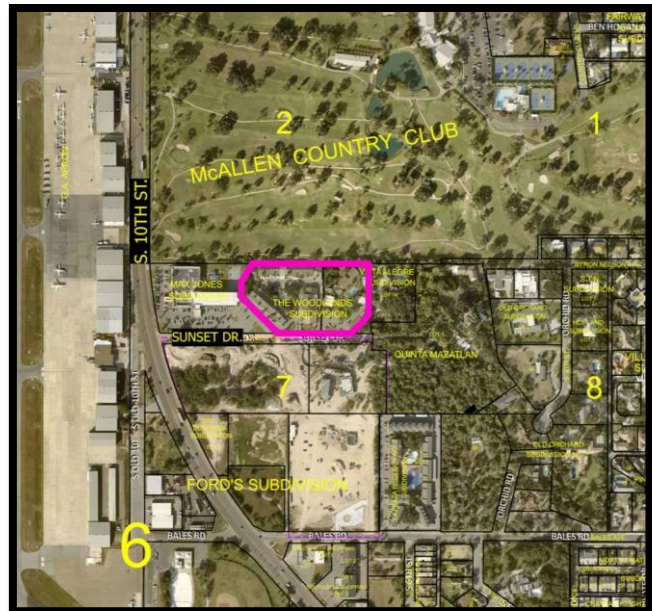
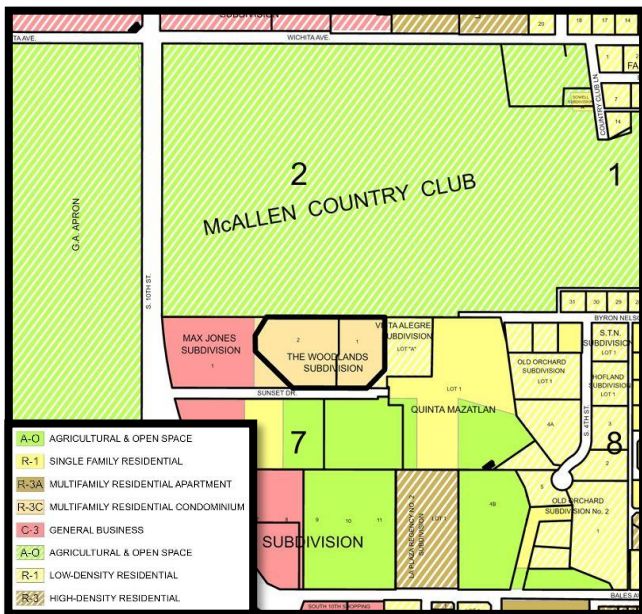
DATE: July 13, 2026

SUBJECT: REZONING FROM R-3A (MULTIFAMILY RESIDENTIAL APARTMENT-OC) AND R-3C (MULTIFAMILY RESIDENTIAL CONDOMINIUM-OC) DISTRICTS UNDER THE OLD CODE (OC) TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:

CASE REZ2026-0079:

The Woodlands Subdivision, Lot 1; Lot 2A The Woodlands Subdivision,
Lot 2A, Hidalgo County, Texas
700 Sunset Drive
800 Sunset Drive

LOCATION: The subject properties are located along South 10th Street, on the north side of Sunset Drive.



PROPOSAL: The City of McAllen is requesting to rezone the properties to R-3 (High Density Residential-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

ADJACENT ZONING: The adjacent properties are zoned A-O (Agricultural and Open Space-UDC) District to the north, R-1 (Low Density Residential-UDC) District to the east, A-O (Agricultural and Open Space-OC) District to the south, and C-3 (General Business-OC) and R-3C (Multifamily Residential Condominium-OC) Districts to the west.

LAND USE: The subject properties include multi-family residential use. Surrounding uses include residential, commercial, and vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Complete Communities.

DEVELOPMENT TRENDS: The development trend of this area is residential and commercial.

ANALYSIS: The requested zoning conforms to the future land use designation as shown on the Envision McAllen Future Land Use Plan. It also follows the development trend in this area.

If the rezoning is approved, any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to R-3 (High-Density Residential-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.B.1.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Request of Karla M. Rivera, on behalf of MKZ Night Club LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (MK'z Nightclub) at Lots 25-34, Resubdivision of Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue. **CUP2026-0037**
2. Party Making Request: Omar Sotelo
3. Applicant: Karla M. Rivera on behalf of MKZ Night Club LLC
4. Nature of Request: Request of Karla M. Rivera, on behalf of MKZ Night Club LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Nightclub/Bar (MK'z Nightclub) at Lots 25-34, Resubdivision of Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue. **CUP2026-0037**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Disapprove -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

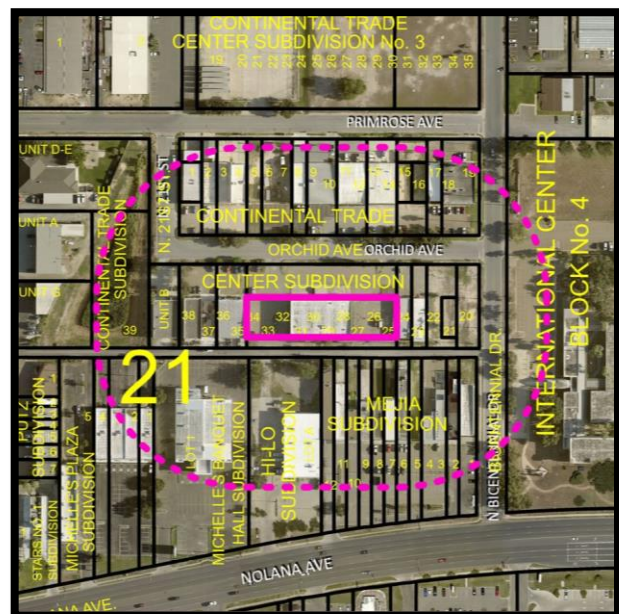
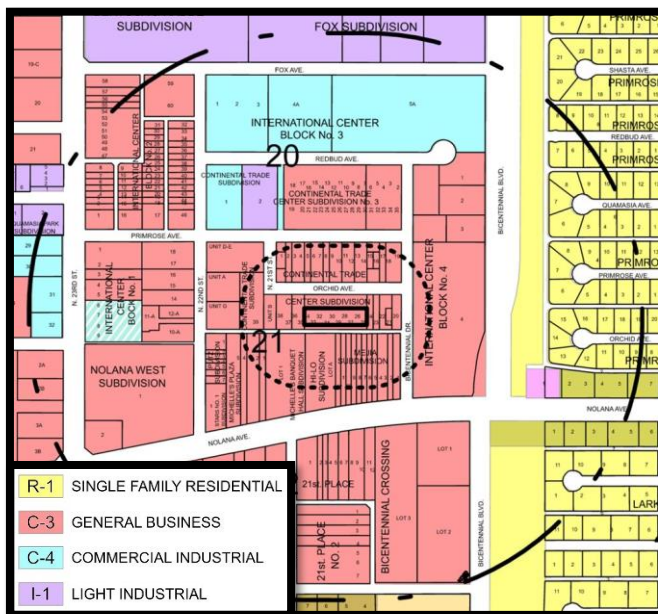
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF KARLA M. RIVERA, ON BEHALF OF MKZ NIGHT CLUB LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE, FOR A NIGHTCLUB/BAR (MK'Z NIGHTCLUB) AT LOTS 25-34, RESUBDIVISION OF CONTINENTAL TRADE CENTER SUBDIVISION, HIDALGO COUNTY, TEXAS; 2021 ORCHID AVENUE. (CUP2026-0037)

BRIEF DESCRIPTION: The subject property is located along the south side of Orchid Avenue, west of Bicentennial Drive and is zoned C-3 (General Business-OC) District. Adjacent zoning include C-3 (General Business-OC) District in all directions. A bar is permitted in a C-3 District with a Conditional Use Permit and in compliance with all requirements.



HISTORY: Continental Trade Center Subdivision was recorded on November 15, 1994. The previous Conditional Use Permit for this applicant and location was approved by City Commission on June 14, 2021 for one year, but was not renewed. There was a citation issued on February 28, 2026 for not having an active Conditional Use Permit. The applicant submitted a new application for a Conditional Use Permit on April 28, 2026.

ANALYSIS: The bar's current and proposed days and hours are Friday to Sunday from 9:00 p.m. to 2:00 a.m. If approval is granted, the establishment must comply with all other Zoning Ordinances, Building Codes, and Fire Department requirements. As per Section 138-400 of the Zoning Ordinance, the parking lot must be properly striped and free of potholes.

The establishment must also meet the requirements set forth in Section 138-118(a)(4):

- 1) The property line of the lot of any of the abovementioned businesses must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The establishment is not within 400 feet of a residential use/zone;
- 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Orchid Avenue;
- 3) The abovementioned 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. 75 parking spaces are required and are provided. There is an active parking agreement with the subject property and two properties in its vicinity;
- 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;
- 5) The abovementioned businesses 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 of as much as possible of the site from a public street;
- 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
- 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

Staff has not received any phone calls, emails, or letters in opposition to this request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of June 16, 2026, no one appeared in opposition to the CUP request. The board unanimously voted to recommend approval of the request for one year. There were four members present and voting.

NORTH 21 ST STREET

EXISTING PARKING: 75
PARKING SPACES

LAMP POST

EXISTING
LAMP POST

LIVING

1ST FLOOR 9,680 SQ. FT.

2ND FLOOR 3,727 SQ. FT.

TOTAL 13,407 SQ. FT.

Actual use.

6567

First floor

915

Second floor

Total

7482

ALLEY



Residential • Commercial

2807 N. Silverado Cir. Apt. E
Mission, Texas 78574
956.573.9537

All Designs contained in these Drawings are
property of TREVIÑO DRAFT DESIGNS.
Any use of this material or reproduction of
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as TREVIÑO DRAFT DESIGNS may
otherwise state in writing.

REVISIONS	DATE

AS-BUILT
2012 ORCHID AVE.
MCALLEN, TEXAS

SHEET CONTENT:
EXISTING SITE PLAN

PROJECT No.:

21.7.04

DATE:

4-7-2021

DRAWN BY:

J.T.

CHECKED BY:

J.T.

SHEET No.:

D-1.0

1 EXISTING SITE PLAN
SCALE: 3/32" = 1'-0"

RECEIVED
APR 28 2026
By VR



McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 05/01/2025 00:00

Incident Type: All

To Date/Time: 05/13/2026 23:59

Location: 2021 Orchid Ave., McAllen, TX

Call Date/Time	Incident Number	Incident Type	Location
09/08/2025 01:28	2025-00055152	Improperly Parked Vehicle	2021 Orchid Ave, McAllen
08/25/2025 21:37	2025-00052449	Hit and Run	2021 Orchid Ave, McAllen
08/18/2025 03:21	2025-00050801	Police Services	2021 Orchid Ave, McAllen
06/01/2025 01:41	2025-00034493	Assist Other Agency	2021 Orchid Ave, McAllen

- Disclaimer:** The figures reflected above are 'calls for service' for the City of McAllen. They are NOT lists of Crimes or Crime Reports. Calls are titled as they are called in and dispatched.



ORDINANCE NO. 2026 – ____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS
AND ORDAINING OTHER PROVISIONS RELATING TO
THE SUBJECT MATTER THEREOF.**

WHEREAS, on July 13, 2026 the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a nightclub/bar (MK'z Nightclub) at Lots 25-34, Resubdivision of Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue; and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for a nightclub/bar (MK'z Nightclub) at Lots 25-34, Resubdivision of Continental Trade Center Subdivision, Hidalgo County, Texas; 2021 Orchid Avenue. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on July 13, 2026 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The property line of the lot of any of the abovementioned businesses must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard

from the residential area after 10:00 p.m. The establishment is not within 400 feet of a residential use/zone; 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Orchid Avenue; 3) The abovementioned 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. 75 parking spaces are required and are provided. There is an active parking agreement with the subject property and two properties in its vicinity; 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances; 5) The abovementioned businesses 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 of as much as possible of the site from a public street; 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties; 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official, and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

SECTION III: 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.

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

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of July 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.C.

DATE SUBMITTED

06/24/2026

MEETING DATE

7/13/2026

1. Agenda Item: Amending the Zoning Ordinance of the City of McAllen.

2. Party Making Request: Omar Sotelo

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Emmanuel Garcia

Created/Initiated - 06/24/2026

Omar Sotelo

Approved - 06/26/2026

Martin Canales

Approved - 06/26/2026

Michelle Rivera

Final Approval - 07/01/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF MCALLEN, TEXAS, BY PROVIDING THAT THE FOLLOWING PROPERTIES, ALL LOCATED IN HIDALGO COUNTY TEXAS, SHALL BE REZONED FROM THE NOTED OLD CODE (OC) CLASSIFICATION TO THE NOTED UNIFIED DISTRICT CLASSIFICATION (UDC) AS DESCRIBED HEREIN, AND AMENDING THE ZONING MAP TO CONFORM TO THE CHANGES:

- (1) LOT 3-A, LOTS 3-A AND 4-A MAIN INTERNATIONAL SUBDIVISION, FROM C-3 (OC) TO C-2 (UDC);**
- (2) 15.176 ACRES OUT OF LOT 113, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY'S SUBDIVISION, FROM R-1 (OC) TO C-1 (UDC);**
- (3) THE WEST 97.5 FEET OF THE EAST 306.60 FEET OF THE NORTH 360 FEET OF LOT 14, STEWART'S ADDITION SUBDIVISION, FROM R-1 (OC) TO R-3 (UDC);**
- (4) LOT 1, 6400 INDUSTRIAL CENTER SUBDIVISION, AND PIDS: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, 189329, FROM C-4 (OC) AND I-1 (OC) TO I-1 (UDC);**
- (5) LOT 1, TEX-MART #38 SUBDIVISION, FROM C-3 (OC) TO C-2 (UDC);**
- (6) PIDS: 843512, 729591, 729592, 20828092, 189331, 190017, 654315, 185537, 185538, FROM A-O (OC) TO A-O (UDC);**
- (7) LOT 1, 3001 BUSINESS PARK SUBDIVISION, LOTS 1-2 SOUTH 10TH SHOPPING CENTER UNIT 1 SUBDIVISION, LOTS 1-2, SOUTH 10TH SHOPPING CENTER UNIT 2 SUBDIVISION, AND PIDS: 200872, 175509, 175508, 175511, 175512, 189393, 965189, 714035, 189404, 189405, 1305555, 175514, 560145, 189406, FROM C-3 (OC), R-3C (OC), AND A-O (OC) TO C-2 (UDC);**
- (8) LOT A, AMENDED MAP OF SOWELL SUBDIVISION, LOTS 1-40, AMENDED MAP OF VILLAS JARDIN SUBDIVISION, LOTS 1-37, COUNTRY CLUB CONDOMINIUMS PHASE 1, LOTS 1-37, COUNTRY CLUB CONDOMINIUMS PHASE 2, LOTS 1-37, COUNTRY CLUB CONDOMINIUMS PHASE III, LOTS 1-36, AMENDED MAP OF COUNTRY CLUB CONDOMINIUMS PHASE IV, AND PID: 189379, FROM R-1 (OC) TO R-1 (UDC);**
- (9) LOT 1, THE WOODLANDS SUBDIVISION, LOT 2A, LOT 2A THE WOODLANDS SUBDIVISION, AND PID: 189384, FROM R-3A (OC) AND R-3C (OC) TO R-3 (UDC);**

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

SECTION I: The following tract of land, which is located within the city limits of the City of McAllen, Texas,
shall be rezoned from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District:

Lot 3-A, Lots 3-A and 4-A Main International Subdivision, as
recorded in volume 38, page 174, Map Records of Hidalgo County,
Texas

SECTION II: The following tract of land, which is located within the city limits of the City of McAllen, Texas,
shall be rezoned from R-1 (Single-Family Residential-OC) District to C-1 (Local Commercial-UDC) District:

A tract of land containing 15.176 acres situated in the City of
McAllen, Hidalgo County, Texas, out of Lot 113, La Lomita Irrigation
& Construction Company's Subdivision, according to the plat
thereof recorded in Volume 24, Pages 67-68, Hidalgo County Deed
Records, said 15.176 acres being a certain tract conveyed to
Covenant Christian Academy by virtue of Special Warranty Deed
recorded under Document Number 2584478, and a General
Warranty Deed recorded under Document Number 3608253, both
in the Hidalgo County Official Records, said 15.176 acres also
being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 113;

THENCE, S 08° 33' 27" W along the West line of said Lot 113, a
distance of 37.50 feet;

THENCE, S 81° 26' 33" E along the South line of a certain tract
conveyed to City of McAllen by virtue of a Deed Without Warranty
recorded under Document Number 1194482, Hidalgo County
Official Records, a distance of 35.00 feet to a No. 4 rebar set on the
existing East right-of-way line of 41st Street, for the Northwest
corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 81° 26' 33" E along the South line of said
certain tract conveyed to City of McAllen, a distance of
1,224.33 feet to a No. 4 rebar set on the existing West right-
of-way line of Ware Road, from which a No. 4 rebar found
bears S 81° 26' 33" E a distance of 1.06 feet, for the
Northeast corner of this tract;
2. THENCE, S 08° 34' 52" W along the existing West right-of-
way line of Ware Road, a distance of 540.00 feet to a No.
4 rebar set on the North line of Puerta Del Sol Estates
according to the plat thereof recorded in Volume 30, Page
15B, Hidalgo County Map Records, from which a No. 4

rebar found bears S 73° 01' 41" E a distance of 1.50 feet, for the Southeast corner of this tract;

3. THENCE, N 81° 26' 33" W along the North line of said Puerta Del Sol Estates, a distance of 1,224.11 feet to a No. 4 rebar set on the existing East right-of-way line of 41st Street, for the Southeast corner of this tract;
4. THENCE, N 08° 33' 27" E along the existing East right-of-way line of 41st Street a distance of 540.00 feet to the POINT OF BEGINNING and containing 15.176 acres of land, more or less.

SECTION III: The following tract of land, which is located within the city limits of the City of McAllen, Texas, shall be rezoned from R-1 (Single-Family Residential-OC) District to R-3 (High-Density Residential-UDC) District:

All of the surface of an original estate owned by James Wallace herein and acquired from Marguerite Deatty by deed dated October 31, 1945, recorded in Vol. 571, Page 571 of the Deed Records of Hidalgo County, Texas, to-wit:

BEGINNING at the NE corner of Lot 14, Stewart Addition to McAllen, Texas, being a resubdivision of Lots 5 and 6 out of the SE $\frac{1}{4}$ of Section 8, Hidalgo Canal Company's Subdivision out of Porciones 64, 65 and 66, Hidalgo County, Texas, N. 80° 45' W at 209.1 feet to the NW corner of 3 acres owned by J. W. Davis, marked by iron pipe for NE corner and beginning point of this survey;

THENCE West with North line of Lot 14, N. 80° 45' West a distance of 97.5 feet for the NW corner of this survey;

THENCE South 9° 15' West a distance of 625 feet to point in South line of said Lot 14 for SW Corner of this survey;

THENCE East with South line of Lot 14, S. 80° 45' East a distance of 102.5 feet for SW Corner of J. W. Davis Tract and SE Corner of this survey;

THENCE N. 9° 15' East a distance of 625 feet to place of beginning and containing 1.4 acres, more or less, and being the same land described in Deed from N. A. Shepherd and wife to Nellie McCormick, dated June 6, 1933, and the same land described in Deed from Nellie McCormick to Marguerite Deatty, dated November 24, 1933, both of which deed are of record in the Office of the County Clerk of Hidalgo County, Texas; containing .82 acre of land, after deducting the following:

SAVE AND EXCEPT that portion of such land conveyed to McAllen Independent School District by Deed recorded in Vol. 874, Page

264 of the Deed Records of Hidalgo County, Texas, being described as follows:

.62 acre, being the South 265.0 feet of the original tract acquired by James L. Wallace and Alice N. Wallace on October 31, 1945, above described, being 100.4 feet wide on the North boundary and being 102.5 feet on the South boundary and the South Boundary being the South line of Lot 14; the Southeast Corner of said tract 10 located 209.1 feet from the Southeast Corner of Lot 14, Stewart Addition to McAllen, Hidalgo County, Texas

This being the same property transferred to Bishop M. S. Carriga, Bishop of the Diocese of Corpus Christi, (predecessor to Bishop Enrique San Pedro), said transfer by a deed recorded in Volume 1030, pages 68-69, Deed Records of Hidalgo County, Texas on March 20, 1962.

SECTION IV: The following tract of land, which is located within the city limits of the City of McAllen, Texas, shall be rezoned from C-4 (Commercial Industrial-OC) District and I-1 (Light Industrial-OC) District to I-1 (Light Industrial-UDC) District:

Lot 1, 6400 Industrial Center Subdivision, as recorded in Instrument Number 3641453, Map Records of Hidalgo County, Texas

Hidalgo County PIDS: 847673, 189348, 189349, 189350, 644888, 644889, 1462774, 644855, 189313, 189362, 189317, 610102, 189330, and 189329 - Temporary Address: 4400, 4500, 4601, 5000, 5001, 5400, 5401, 5500, 5800, 5801, 5901, 6101 and 6275 South 10th Street

SECTION V: The following tract of land, which is located within the city limits of the City of McAllen, Texas, shall be rezoned from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District:

Lot 1, Tex-Mart #38 Subdivision, as recorded in volume 36, page 54B, Map Records of Hidalgo County, Texas

SECTION VI: The following tract of land, which is located within the city limits of the City of McAllen, Texas, shall be rezoned from A-O (Agricultural & Open Space-OC) District to A-O (Agricultural & Open Space-UDC) District:

Hidalgo County PID: 843512 - Temporary Address: 1901 Tanya Avenue Rear

Hidalgo County PIDS: 729591 and 729592 - Temporary Address: 1905 Military Highway and Rear

Hidalgo County PIDS: 20828092, 189331, 190017, and 654315 -
Temporary Address: 6601 South 10th Street Rear, 6701 South 10th
Street Rear, 6801 South 10th Street Rear, and 7200 South 10th
Street

Hidalgo County PIDS: 185537 and 185538 - Temporary Address:
7001 and 7301 South 23rd Street

SECTION VII: The following tract of land, which is located within the city limits of the City of McAllen, Texas,
shall be rezoned from C-3 (General Business-OC), R-3C (Multifamily Residential Condominium-OC) and A-O
(Agricultural & Open Space-OC) Districts to C-2 (Regional Commercial-UDC) District:

Lot 1, 3001 Business Park Subdivision, Lots 1-2, South 10th
Shopping Center Unit 1 Subdivision, Lots 1-2, South 10th Shopping
Center Unit 2 Subdivision, as recorded in volume 22, page 184,
volume 31, page 92A, volume 33, page 200A, Map Records of
Hidalgo County, Texas

Hidalgo County PIDS: 200872, 175509, 175508, 175510, 175511,
175512, 189393, 965189, 174035, 189404, 189405, and 1305555
- Temporary Address: 413, 521, 2721, 3000, 3005, 3013, 3017,
3020, 3300, 3327, 3400, 3601, 3609, and 3900 South 10th Street

Hidalgo County PIDS: 125514 and 560145 - Temporary Address:
912 and 916 Bales Road

Hidalgo County PID: 189406 - Temporary Address: 3602 South 2nd
Loop

SECTION VIII: The following tract of land, which is located within the city limits of the City of McAllen, Texas,
shall be rezoned from R-1 (Single-Family Residential-OC) District to R-1 (Low-Density Residential-UDC) District:

Lot A, Amended Map of Sowell Subdivision, Lots 1-40, Amended
Map of Villas Jardin Subdivision, Lots 1-37, Country Club
Condominiums Phase 1, Lots 1-37, Country Club Condominiums
Phase 2, Lots 1-37, Country Club Condominiums Phase III, Lots 1-
36, Amended Map of Country Club Condominiums Phase IV, as
recorded in volume 26, page 44B, volume 25, page 150, volume
20, page 70, volume 21, page 129, volume 21, page 186, volume
22, page 35, Map Records of Hidalgo County, Texas

Hidalgo County PID: 189379 - Temporary Address: 401 Byron
Nelson Drive

SECTION IX: The following tract of land, which is located within the city limits of the City of McAllen, Texas,
shall be rezoned from R-3A (Multifamily Residential Apartment-OC) and R-3C (Multifamily Residential
Condominiums-OC) Districts to R-3 (High-Density Residential-UDC) District:

Lot 1, The Woodlands Subdivision, Lot 2A, Lot 2A The Woodlands Subdivision, as recorded in volume 22, page 1, volume 28, page 142B, Map Records of Hidalgo County, Texas

Hidalgo County PID: 189384 - Temporary Address: 507 Bales Road

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

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

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

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

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of July 2026.

CITY OF MCALLEN

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.D.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Public Hearing and Consideration of a request from Juan Lugo, on behalf of Whitefish Ventures, LLC and Whitefish Ventures #1, LLC, for a variance from Sections 6-2 (a) and 6-2 (b) of the City of McAllen Code of Ordinances of the Alcoholic Beverage Code, at Lot 4, 2nd Amending Map of Main Place Subdivision, Hidalgo County, Texas; 1400 Savannah Avenue. **ABC2026-00004**
2. Party Making Request: Omar Sotelo
3. Applicant: Juan Lugo on behalf of Whitefish Ventures LLC and Whitefish Ventures #1 LLC
4. Nature of Request: Request of Juan Lugo, on behalf of Whitefish Ventures, LLC and Whitefish Ventures #1, LLC, for a variance from Sections 6-2 (a) and 6-2 (b) of the City of McAllen Code of Ordinances of the Alcoholic Beverage Code, at Lot 4, 2nd Amending Map of Main Place Subdivision, Hidalgo County, Texas; 1400 Savannah Avenue **ABC2026-00004**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 07/06/2026
Martin Canales	Approved - 07/06/2026
Michelle Rivera	Final Approval - 07/06/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

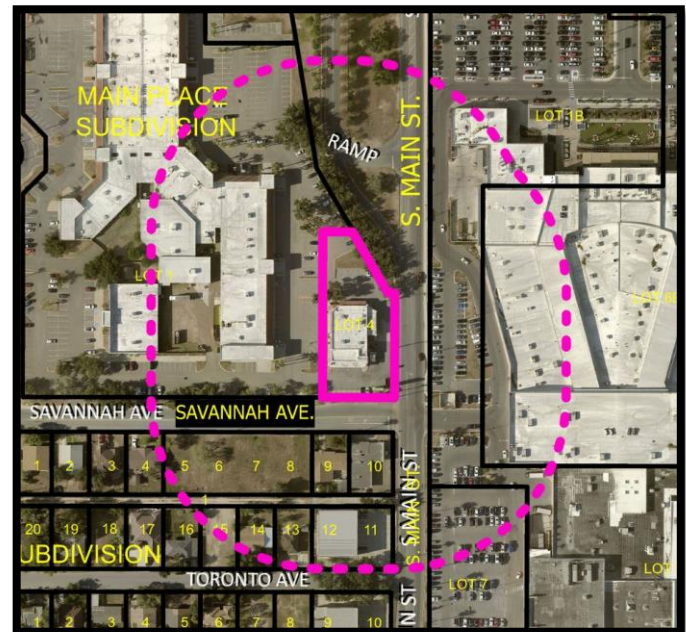
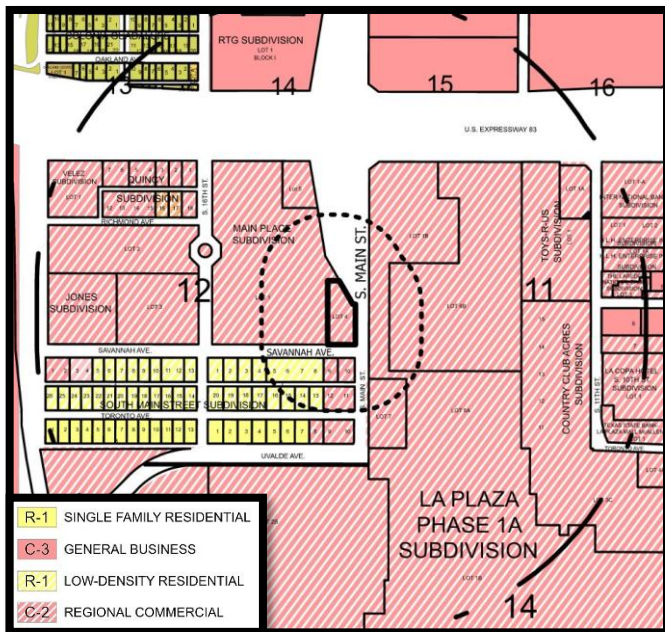
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 13, 2026

SUBJECT: REQUEST OF JUAN LUGO, ON BEHALF OF WHITEFISH VENTURES, LLC AND WHITEFISH VENTURES #1, LLC, FOR A VARIANCE FROM SECTIONS 6-2 (A) AND 6-2 (B) OF THE CITY OF MCALLEN CODE OF ORDINANCES OF THE ALCOHOLIC BEVERAGE CODE, AT LOT 4, 2ND AMENDING MAP OF MAIN PLACE SUBDIVISION, HIDALGO COUNTY, TEXAS; 1400 SAVANNAH AVENUE (ABC2026-00004)

BRIEF DESCRIPTION: The subject property is located at the northwest corner of South Main Street and Savannah Avenue and is zoned C-2 (Regional Commercial-UDC) District. The adjacent zoning is C-2 (Regional Commercial-UDC) District in all directions. Surrounding land uses include commercial plazas and single-family residential.



HISTORY: 2nd Amending Map of Main Place Subdivision was recorded in October of 1987. The applicant applied for a TABC License for mixed beverage and late hours on April 27, 2026; however, it was not approved due to the subject property being within 300 feet from a school and day-care center. No previous TABC variance requests were found on file for the subject property.

REQUEST/ANALYSIS: The request by El Despecho LLC is for a proposed restaurant, El Despecho, to serve alcoholic beverages on premise. The proposed hours of operation are Wednesday through Sunday from 2:00 p.m. to 2:00 a.m. The sales of alcohol must adhere to State law and TABC regulations as well. The applicant is requesting a TABC variance to the 300-foot distance requirement from any schools, day-care centers, or child-care facilities.

Based on Chapter 6 of the City of McAllen's Alcoholic Beverage Code no beer or other alcoholic beverage shall be sold within the city by any dealer where the place of business of such dealer is within 300 feet of any public or private schools, day-care centers, or child-care facilities. The measurements are from property line to property line for day-care centers, child-care facilities, and public or private schools. The subject property is within 300 feet of a day-care center under the name of KIDDO's Daydream and a school under the name of South Texas Vocational Technical Institute (STVT).

RECOMMENDATION: Staff recommends approval of the variance request based on the property's primary use being a restaurant.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.A.

DATE SUBMITTED

07/08/2026

MEETING DATE

7/13/2026

1. Agenda Item: Approval of Minutes for Workshop and Regular Meeting held June 22, 2026.

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:

Emmanuel Garcia

Perla Lara

Created/Initiated - 07/08/2026

Final Approval - 07/08/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

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

The McAllen Board of Commissioners convened in a Workshop on **Monday, June 22, 2026**, at 4:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers.

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

Also, present City Manager Isaac Tawil, City Attorney Austin Stevenson, Deputy City Manager Michelle Rivera, Assistant City Manager Jeff Johnston, Assistant City Manager Elvira Alonso, City Secretary Perla Lara

CALL TO ORDER

Mayor Javier Villalobos called the meeting to order at 4:00 pm.

1. PRESENT QUESTIONS RELATING TO STAFF RELATING TO THE JUNE 22, 2026, REGULAR MEETING AGENDA, TO BE DISCUSSED AT SUCH A MEETING.

There were no questions regarding the June 22, 2026, regular meeting agenda.

2. DISCUSSION ON MCALLEN RECREATIONAL COMPLEX.

Director Denny Meline provided an update on the McAllen Recreational Complex emphasizing Aquatic Features, Championship Tennis Center, Course Features, Stage and Open Green Space, Dog Park, Indoor Sports Center, Facility Features, McAllen Amphitheater and Active Play Amenities, and the Sculpture Collection.

Mr. Meline also addressed current project challenges. During the discussion, members of the Commission shared comments and raised questions on various topics. Staff provided clarification and responses to all inquiries.

Mr. Meline presented information on LED sports field lighting, emphasizing:

- High-efficiency LED technology
- Uniform, glare-controlled lighting
- Improved safety and visibility
- Energy efficiency and cost-effectiveness
- Durable, long-lasting performance

He also highlighted decorative steel fencing features, including:

- Durable, powder-coated steel
- Enhanced security and safety
- Attractive, timeless design
- Low maintenance and longevity
- Ability to define spaces while maintaining visibility

The Mayor and City Commission expressed appreciation to staff for the presentation and information provided.

3. TERMINAL EXPANSION UPDATE.

Mr. Jeremy Santoscoy provided an overview of the terminal expansion project. He discussed key components, including:

- Upper-level terminal programming (Ticket Lobby/Baggage Claim)
- Central expansion
- New concourse
- Existing concourse
- Gate lounge capacity planning
- Airside concession planning

Mr. Santoscoy also reviewed the proposed boarding level floor plan, including the concourse plan reduction study and ticket lobby expansion variations. He outlined impacts such as:

- Cost savings
- Improved passenger flow
- Gate 1 boarding zone enhancements
- Improved restroom spacing for shorter travel distances
- Protected make-up devices below the concourse
- Preservation of MEP systems and concession support

Regarding the Central Expansion, Mr. Santoscoy noted:

- Entry doors currently have limited visibility due to small, hidden windows
- Minimal exterior views
- The tower focal point is proportionally small relative to building length

He reviewed functional benefits and options (Option 1, Option 2, and Option 3), as well as:

- Central Expansion concepts (Existing and Options 1–3)
- Expansion priorities overview, including site plans, priority plan, and secondary plan
- Airport parking overview, including current and proposed parking areas

Staff responded to all questions and provided requested clarification.

The Mayor and City Commission expressed appreciation to staff for the presentation and information provided.

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

PUBLIC COMMENT: None.

ADJOURN

Without objection, the meeting adjourned at 4:49 p.m.

Javier Villalobos
Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

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

The McAllen Board of Commissioners convened a Regular Meeting on Monday, **June 22, 2026, at 5:00 PM**, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

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

Staff: City Manager Isaac Tawil, City Attorney Austin Stevenson, Deputy City Manager Michelle Rivera, Assistant City Manager Jeff Johnston, 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.

PRESENTATION

TEXAS MUNICIPAL CLERK'S OFFICE ACHIEVEMENT OF EXCELLENCE AWARD

City Secretary Department was presented with an award.

PROCLAMATION

250TH ANNIVERSARY OF AMERICAN INDEPENDENCE

Commissioner Joaquin Zamora read and presented a proclamation for the 250th Anniversary of American Independence.

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.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the items listed on the Routine Items section of the agenda and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

1. REZONING FROM M-2 (REGIONAL MIXED USE-UDC) DISTRICT TO R-2 (MEDIUM DENSITY RESIDENTIAL-UDC) DISTRICT: A 0.96 ACRE TRACT OF LAND OUT OF A MEASURED 10.50 ACRE TRACT OF LAND OUT OF THE SOUTH 20.08 ACRES OUT OF LOT 12, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS; 11401 NORTH 10TH STREET (REAR). REZ2026-0065

Approved the R-2 UDC Zoning at 11401 North 10th Street, in accordance with the Planning and Zoning Commission.

2. REZONING FROM C-3L (LIGHT COMMERCIAL-OC) DISTRICT AND R-3A (MULTIFAMILY RESIDENTIAL APARTMENT-OC) TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT: AN 8.98-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 15, STEELE & PERSHING SUBDIVISION, HIDALGO COUNTY, TEXAS; 2315 SOUTH MCCOLL ROAD. REZ2026-0072

Approved the R-3 UDC Zoning at 2315 South McColl Road, in accordance with the Planning and Zoning Commission.

3. REQUEST OF JAIME CASTILLO, ON BEHALF OF BETANIA MCALLEN, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF USE, AND ADOPTION OF AN ORDINANCE FOR AN INSTITUTIONAL USE AT LOTS 1-16, BLOCK 6, BONNIE-VIEW SUBDIVISION, HIDALGO COUNTY, TEXAS; 2100 FIR AVENUE. CUP2026-0034

Approved a Conditional Use Permit and adopted an ordinance, for life of use, for institutional use at 2100 Fir Avenue, in accordance with the Planning and Zoning Commission.

The proposed church must also comply with the following specific requirements:

- 1) No form of pollution shall emanate beyond the immediate property line of the permitted use;
- 2) Additional reasonable restrictions or conditions such as open space, loading and parking requirements, suitable landscaping, curbing, sidewalks or other similar improvements may be imposed to carry out the spirit of the Zoning Ordinance or mitigate adverse effects of the proposed use. The project offers 64 parking spaces;
- 3) The proposed use shall not generate traffic onto residential size streets or disrupt residential areas, and shall be as close as possible to a major arterial;
- 4) The proposed use shall comply with the Off-Street Parking and Loading Ordinance and make provisions to prevent the use of street parking, especially in residential areas;
- 5) The proposed use shall prevent the unauthorized parking of its patrons on adjacent businesses or residences by providing fences, hedges, or reorientation of entrances and exits;

- 6) The proposed use shall provide sufficient lighting to eliminate dark areas, perimeter fencing, and an orientation of the building to provide maximum visibility from a public street to discourage vandalism and criminal activities;
- 7) Provisions shall be made to prevent litter from blowing onto adjacent streets and residential areas;
- 8) The number of people within the building shall be restricted based on the Max Occupant Load;
- 9) Sides adjacent to a residentially zoned or used property shall be screened by a 6' opaque fence.

4. REQUEST OF EDGAR A. ESPINOZA, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF USE, AND ADOPTION OF AN ORDINANCE FOR AN INSTITUTIONAL USE (WELDING INSTITUTE) AT LOT 45, LESS EAST 30 FEET OF LOT 45 AND ALL OF LOT 46, BETTY-ROSE SUBDIVISION, HIDALGO COUNTY, TEXAS; 601 EAST BEAUMONT AVENUE. CUP2026-0036

Approved a Conditional Use Permit and adopted an ordinance, for life of use, for institutional use at 601 East Beaumont, in accordance with the Planning and Zoning Commission.

The proposed welding school must also comply with the following specific requirements:

- 1) No form of pollution shall emanate beyond the immediate property line of the permitted use;
- 2) Additional reasonable restrictions or conditions such as open space, loading and parking requirements, suitable landscaping, curbing, sidewalks or other similar improvements may be imposed in order to carry out the spirit of the Zoning Ordinance or mitigate adverse effects of the proposed use. The project offers 12 parking spaces;
- 3) The proposed use shall not generate traffic onto residential size streets or disrupt residential areas, and shall be as close as possible to a major arterial;
- 4) The proposed use shall comply with the Off-Street Parking and Loading Ordinance and make provisions to prevent the use of street parking, especially in residential areas;
- 5) The proposed use shall prevent the unauthorized parking of its patrons on adjacent businesses or residences by providing fences, hedges, or reorientation of entrances and exits;
- 6) The proposed use shall provide sufficient lighting to eliminate dark areas, perimeter fencing, and an orientation of the building to provide maximum visibility from a public street to discourage vandalism and criminal activities;
- 7) Provisions shall be made to prevent litter from blowing onto adjacent streets and residential areas;
- 8) The number of people within the building shall be restricted based on the Max Occupant Load;
- 9) Sides adjacent to a residentially zoned or used property shall be screened by a 6' opaque fence.

5. ROUTINE CITY INITIATED REZONINGS

**A. REZONING FROM R-3A (MULTIFAMILY RESIDENTIAL APARTMENT-OC) DISTRICT, R-3C (MULTIFAMILY RESIDENTIAL CONDOMINIUM-OC) DISTRICT, AND R-3T (MULTIFAMILY RESIDENTIAL TOWNHOUSE-OC) DISTRICT UNDER THE OLD CODE (OC) TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:
SPRINGFIELD HEIGHTS SUBDIVISION, SOUTH 562.5 FEET OF THE NORTH 572.5 FEET OF LOT 1,**

**FAIRWAY NORTH SUBDIVISION, LOTS 1-21, HIDALGO COUNTY,
TEXAS
500 WICHITA AVENUE REAR
600-817 TORONTO AVENUE REZ2026-0066**

Approved the R-3 (High-Density Residential-UDC) Zoning for the following properties:

Springfield Heights Subdivision, South 562.5 feet of the North 572.5 feet of Lot 1,
Fairway North Subdivision, Lots 1-21, Hidalgo County, Texas
500 Wichita Avenue Rear
600-817 Toronto Avenue REZ2026-0066, in accordance with the Planning and Zoning
Commission.

**B. REZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC)
DISTRICT TO R-1 (LOW-DENSITY RESIDENTIAL-UDC) DISTRICT
UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE
FOLLOWING PROPERTIES:
SOUTH MAIN STREET SUBDIVISION, LOTS 1-7 BLOCK 2, BLOCKS 3
& 4 SOUTH MAIN STREET SUBDIVISION, LOTS 1-13 BLOCK 3,
HIDALGO COUNTY, TEXAS 1415, 1417, 1501, 1505, 1509, 1513, 1517,
1601, 1605, 1609, 1613, 1617, 1621, 1625, 1701, 1705, 1709, 1713, 1717
AND 1721 TORONTO AVENUE REZ2026-0067**

Approved the R-1 (Low-Density Residential -UDC) Zoning for the following properties:

South Main Street Subdivision, Lots 1-7 Block 2, Blocks 3 & 4 South Main Street Subdivision,
Lots 1-13 Block 3, Hidalgo County, Texas 1415, 1417, 1501, 1505, 1509, 1513, 1517, 1601, 1605,
1609, 1613, 1617, 1621, 1625, 1701, 1705, 1709, 1713, 1717 and 1721 Toronto Avenue
REZ2026-0067, in accordance with the Planning and Zoning Commission.

**C. REZONING FROM I-1 (LIGHT INDUSTRIAL-OC) DISTRICT TO I-1
(LIGHT INDUSTRIAL-UDC) DISTRICT UNDER THE NEW UNIFIED
DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:
MAMA CHEDES COLD STORAGE SUBDIVISION, LOT 1, MCALLEN
PALMS BUSINESS PARK SUBDIVISION, LOTS 1-25 AND DETENTION
AREAS LOT "A" AND "B", HIDALGO COUNTY, TEXAS
4700 SOUTH OLD 10TH STREET
1012-1701 MELBA AVENUE
5040-5041 SOUTH MAIN STREET
4800-4901 SOUTH 15TH STREET
4800-4901 SOUTH 17TH STREET
4401, 4501 AND REARS 1-2, 4601 AND REARS 1-3, 4701, 4730, 5100,
5200, 5208, 5216, 5300 AND 5400 SOUTH OLD 10TH STREET (PIDS:
189362, 189342, 189343, 189346 AND 690189, 189344, 189347, 542756,
189345, 1462773, 189352, 189355, 189358, 189359, 189360, 511993
AND 189361)
1100 AND REAR, 1200 AND REARS 1-2, 1300, 1500 AND 1700
MILITARY HIGHWAY (PIDS: 189321 AND 189322, 189320, 189318,
189319, 343366, 654316, 644893 AND 644894) REZ2026-0068**

Approved the I-1 (Light Industrial - UDC) for the following properties:

Mama Chedes Cold Storage Subdivision, Lot 1, McAllen Palms Business Park Subdivision, Lots 1-25 and Detention Areas Lot "A" and "B", Hidalgo County, Texas
4700 South Old Street
1012-1701 Melba Avenue
5040-5041 South Main Street
4800-4901 South 15th Street
4800-4901 South 17th Street
4401, 4501 and Rears 1-2, 4601 and Rears 1-3, 4701, 4730, 5100, 5200, 5208, 5216, 5300 and 5400 South Old 10th Street (PIDs: 189362, 189342, 189343, 189346 and 690189, 189344, 189347, 542756, 189345, 1462773, 189352, 189355, 189358, 189359, 189360, 511993 and 189361)
1100 and Rear, 1200 and Rears 1-2, 1300, 1500 and 1700 Military Highway (PIDs: 189321 and 189322, 189320, 189318, 189319, 343366, 654316, 644893 and 644894) REZ2026-0068, in accordance with the Planning and Zoning Commission

**D. REZONING FROM I-1 (LIGHT INDUSTRIAL-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:
CEH ADDITION SUBDIVISION, LOT 1; AND THE WAREHOUSE KINGDOM LOT 1A SUBDIVISION, LOT 1A, HIDALGO COUNTY, TEXAS 6321 AND 6401 SOUTH 23RD STREET REZ2026-0069**

Approved the C-2 (Regional Commercial-UDC) Zoning for the following properties:

CEH Addition Subdivision, Lot 1; and The Warehouse Kingdom Lot 1A Subdivision, Lot 1A, Hidalgo County, Texas 6321 and 6401 South 23rd Street REZ2026-0069

**E. REZONING FROM C-4 (COMMERCIAL INDUSTRIAL-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:
3029 EXPRESSWAY 83 (PID: 1444065) REZ2026-0070**

Approved the C-2 (Regional Commercial-UDC) Zoning for the following properties:

3029 Expressway 83 (PID: 1444065) REZ2026-0070, in accordance with the Planning and Zoning Commission.

**F. REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:
C.W. MANHATTAN SUBDIVISION NO.2, LOT A; COLBERT'S ADDITION SUBDIVISION, LOT A; FAIRWAY NORTH SUBDIVISION, LOT 3, BLOCK 1; LA PLACITA SUBDIVISION, LOT 1; LOTS A2 & A3 WICHITA COMMERCIAL PARK SUBDIVISION, LOTS A2 & A3; AND FAIRWAY PLAZA SUBDIVISION, LOT 1, HIDALGO COUNTY, TEXAS 1819, 1821, 2017, 2101, 2109, 2117, 2131, 2201 SOUTH 10TH STREET 620 WICHITA AVENUE**

**1800 SOUTH 2ND STREET (PID: 230477)
1815, 1816, 1900, 1902, 1904, 1906, 1908, 2001, 2011, AND 2101 SOUTH
10TH STREET (PIDS: 189484, 154239, 154241, 154240, 173609, 173610,
194176)
1904 SOUTH 11TH STREET (PID: 154240)
913 UVALDE AVENUE (PID: 194176) REZ2026-0071**

Approved the C-2 (Regional Commercial-UDC) Zoning for the following properties:

C.W. Manhattan Subdivision No.2, Lot A; Colbert's Addition Subdivision, Lot A; Fairway North Subdivision, Lot 3, Block 1; La Placita Subdivision, Lot 1; Lots A2 & A3 Wichita Commercial Park Subdivision, Lots A2 & A3; and Fairway Plaza Subdivision, Lot 1, Hidalgo County, Texas
1819, 1821, 2017, 2101, 2109, 2117, 2131, 2201 South 10th Street
620 Wichita Avenue
1800 South 2nd Street (PID: 230477)
1815, 1816, 1900, 1902, 1904, 1906, 1908, 2001, 2011, and 2101 South 10th Street (PIDs: 189484, 154239, 154241, 154240, 173609, 173610, 194176)
1904 South 11th Street (PID: 154240)
913 Uvalde Avenue (PID: 194176) REZ2026-0071, in accordance with the Planning and Zoning Commission.

B) AMENDING THE ORDINANCE OF THE CITY OF MCALLEN.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to amend the Zoning Ordinance and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

END OF PUBLIC HEARING

Mayor Javier Villalobos declared the Public Hearing closed.

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

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the items listed on the Consent Agenda and was seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

A) APPROVAL OF MINUTES OF WORKSHOP AND REGULAR MEETING HELD JUNE 8, 2026.

Approved the Minutes of Workshop and Regular Meeting held June 8, 2026, as submitted.

B) SUBDIVISION MONTHLY REPORT.

Approved the Subdivision Monthly report.

C) PROJECT STATUS MONTHLY REPORT THROUGH MAY 31, 2026.

Approved the Project Status Monthly Report through May 31, 2026.

D) PARKS MONTHLY PROJECT STATUS REPORT.

Approved the Parks Monthly Project Status Report.

E) AWARD OF CONTRACT FOR TRAFFIC SIGNAL AND ILLUMINATION DESIGN ENGINEERING SERVICES FOR BALES ROAD WIDENING FROM 10TH STREET TO 2ND STREET.

Awarded a contract to Legacy Engineering Group in the amount of \$ \$69,975 for Traffic Signal and Illumination Design Engineering Services for Bales Widening Project from SH 336 (10th Street) to Colonel Rowe Boulevard (2nd Street).

F) CONSIDERATION AND AUTHORIZATION TO NEGOTIATE SCOPE OF SERVICES AND FEE SCHEDULES WITH TOP-RANKED FIRMS: PROFESSIONAL SURVEYING SERVICES 2026 (PROJECT NO. 04-26-S58-730).

Approved the authorization to Negotiate Scope of Services and Fee Schedules with Top-Ranked Firms: Professional Surveying Services 2026.

G) CONSIDERATION AND APPROVAL OF AMENDMENT OF CHAMPION LAKES GOLF COURSE GREENSPACE TO PARKS MASTER PLAN.

Approved the amendment of Champion Lakes Golf Course Greenspace to Parks Master Plan.

H) ORDINANCE PROVIDING FOR A BUDGET AMENDMENT IN THE SANITATION DEPRECIATION FUND FOR THE PURCHASE OF ONE (1) WHEEL LOADER FOR THE RECYCLING CENTER.

Adopted an ordinance providing for a budget amendment in the amount of \$182,500.00 for the purchase of one (1) Wheel Loader for the Recycling Center.

I) CONSENT COOP PURCHASE

1. AWARD OF CONTRACT FOR THE PURCHASE OF ONE (1) CURRENT MODEL 444-P TIER FRONT WHEEL LOADER (PROJECT NO. 06-26-P36-01).

Awarded a contract to Doggett Heavy Machinery in the amount of \$182,500.00 for the purchase of One (1) Current Model Front Wheel Loader.

J) CONSENT RESOLUTIONS

1. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FUNDING UNDER THE FISCAL YEAR 2025 FIRE PREVENTION AND SAFETY (FP&S) GRANT PROGRAM, TO REQUEST FUNDS IN AN AMOUNT UP TO \$25,500.00.

Approved a resolution authorizing the submission of a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), for funding under the Fiscal Year 2025 Fire Prevention and Safety (FP&S) Grant Program, to request funds in an amount up to \$25,500.00.

2. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, UNDER THE FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM, TO REQUEST FUNDING IN AN AMOUNT UP TO \$98,000.00.

Approved a resolution authorizing the submission of a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, under the Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program, to request funding in an amount up to \$98,000.00.

3. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, UNDER THE FISCAL YEAR 2025 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM, TO REQUEST FUNDING IN AN AMOUNT UP TO \$709,000.00.

Approved a resolution authorizing the submission of a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, under the Fiscal Year 2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to request funding in an amount up to \$709,000.00.

4. RESOLUTION OF THE COMMISSIONERS OF THE CITY OF MCALLEN, TEXAS DESIGNATING KAREEM ABDULLAH AS AN INVESTMENT OFFICER ALONG WITH ISAAC J. TAWIL, MARCO A. VEGA, P.E., SONIA RESENDEZ, AND MARIA CHAVERO, FOR THE CITY OF MCALLEN.

Approved a resolution by the Commissioners of the City of McAllen, Texas designating Kareem Abdullah as an investment officer along with Isaac J. Tawil, Marco A. Vega, P.E., Sonia Resendez, and Maria Chavero, for the City of McAllen.

5. RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, AMENDING TEXPOOL AUTHORIZED REPRESENTATIVES AND PROVIDING AN EFFECTIVE DATE.

Approved a resolution of the Board of Commissioners of the City of McAllen, Hidalgo County, Texas, Amending Texpool Authorized Representatives and providing an effective date.

K) APPROVAL OF TAX REFUNDS OVER \$500.00.

Approved tax refunds of over \$500.00.

1. CABEFRUIT PRODUCE LLC

Approved a tax refund in the amount of \$1,704.49.

2. CORELOGIC REFUNDS DEPT. (1)

Approved a tax refund in the amount of \$1997.79.

3. CORELOGIC REFUNDS DEPT. (2)

Approved a tax refund in the amount of \$608.35.

4. MARIA M. GIRON & ERNEST GUERRA

Approved a tax refund in the amount of \$568.71.

5. HALFF ASSOCIATES INC.

Approved a tax refund in the amount of \$1,293.64.

6. MEYMAR PROPERTY HOLDINGS LLC

Approved a tax refund in the amount of \$5,275.62.

7. SUERTE GROUP

Approved a tax refund in the amount of \$3,339.39.

3. BIDS/CONTRACTS

A) CONSIDERATION AND AWARD OF CONTRACT TO HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES- CITY OF MCALLEN NEW GOLF COURSE HYDROLOGIC & HYDRAULIC ANALYSIS (PROJECT NO. 06-26-S92-01).

Staff recommended award of contract to Halff Associates, Inc. in the amount of \$110,500.00, for the City of McAllen New Golf Course Hydrologic & Hydraulic Analysis Project.

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

B) CONSIDERATION AND ACTION TO AWARD TERM CONTRACT FOR A POURING RIGHTS AGREEMENT (PROJECT NO. 04-26-S72-125).

Staff recommended award of contract to Pepsi for Pouring Rights Agreement.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to award the contract as recommended and was seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried with 5 votes in the affirmative and Commissioner Joaquin Zamora voting against.

4. ORDINANCES:

A) PROVIDING AN ABANDONMENT FOR A 40 FEET COUNTY RIGHT-OF-WAY BEING 0.973 ACRES OUT OF LOTS 13 AND 14, SECTION 5, AND LOTS 3 AND

4, SECTION 4, HIDALGO CANAL COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS; 1300 MILITARY HIGHWAY. ABD2026-0009

Staff recommended adoption of an ordinance providing for the abandonment of a 40-ft. County Right-of-Way of land at 1300 Military Highway.

Commissioner Joaquin Zamora moved to adopt the ordinance as recommended and was seconded by Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca. The motion carried unanimously.

B) PROVIDING FOR A BUDGET AMENDMENT OF FISCAL YEAR 2025-2026 FOR THE AIRPORT IMPROVEMENT PROJECT.

Staff recommended adoption of an ordinance providing for a budget amendment in the amount of \$141,850.00 for Fiscal Year 2025-2026 for the Airport Improvement Project.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to adopt the ordinance as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

5. RESOLUTION:

A) RESOLUTION FOR AN UPDATE TO THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Staff recommended approval of the resolution providing for an update to the Public Transportation Agency Safety Plan to remain in compliance with FTA regulations and to continue to be eligible for grant funds.

Commissioner Joaquin Zamora moved to approve the resolution as recommended and was seconded by Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca. The motion carried unanimously.

6. VARIANCES

A) CONSIDERATION OF VARIANCE REQUESTS TO 1) EXCEED THE MAXIMUM BLOCK LENGTH; 2) NO SOUTHWARD EXTENSION OF NORTH 27TH LANE FOR PROPOSED IMPERIO ESTATES PHASE II SUBDIVISION, HIDALGO COUNTY, TEXAS; 8600 N. 29TH STREET. VAR2026-0022

Staff recommended approval of variance requests to 1.) exceed the maximum block length; 2.) no southward extension of North 27th Lane for 8600 North 29th Street.

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

B) CONSIDERATION OF VARIANCE REQUESTS TO 1) EXCEED THE MAXIMUM BLOCK LENGTH, AND 2) NOT REQUIRE A NORTH/SOUTH ¼ MILE COLLECTOR ROADWAY FOR PROPOSED THE WOODLANDS SUBDIVISION, HIDALGO COUNTY, TEXAS; 601 S. TAYLOR ROAD. VAR2026-0020

Staff recommended approval of variance requests to 1.) exceed the maximum block length, and; 2.) not require a north/south 1/4-mile collector roadway for 601 South Taylor Road.

Commissioner Rolando "Rolly" Rios moved to approve the variance as recommended and was seconded by Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca. The motion carried unanimously.

7. MANAGER'S REPORT

A) YEAR-TO-DATE TAX COLLECTION REPORTS (1) CURRENT YEAR TAX COLLECTION REPORT (2) DELINQUENT TAX COLLECTION REPORT

Staff gave a presentation of Year-to-Date Tax Collection and Delinquent Tax Collection Reports.

B) ADVISORY BOARD APPOINTMENTS.

Convention Center Advisory Board:

Commissioner Rodolfo "Rudy" Castillo nominated Brisa Castillo to the Convention Center Advisory Board.

McAllen Library Board:

Commissioner Rodolfo "Rudy" Castillo nominated Sandy Tawil to the McAllen Library Board.

Friends of Quinta Mazatlan:

Commissioner Rolando "Rolly" Rios nominated Maria Cuellar Munoz.
Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca nominated Leslie Wilson.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the nominations and was seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

C) FUTURE AGENDA ITEMS.

Items of upcoming workshops were reviewed as follows:

- Quarterly Update of the AEP Temporary Use of City Property Agreement
- Workshop/Retreats
- Convention Center/Performing Arts Master Plan Update

8. TABLED ITEM

A) CONSIDERATION OF A VARIANCE REQUEST TO NOT PROVIDE FOR THE EAST-WEST ¼ MILE COLLECTOR STREET FOR THE PROPOSED HERNANDEZ ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, 14601 N. TROSPER ROAD. VAR2026-0004

Commissioner Antonio "Tony" Aguirre, Jr. moved to remove said item from the table and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

Staff recommended disapproval, however Planning and Zoning Commission recommended approval.

Commissioner Joaquin Zamora moved to approve Option 2 of the recommended variance and was seconded by Commissioner Rolando "Rolly" Rios. The motion carried unanimously.

9. 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 551.087 Economic Development on Item 9A.

Mayor Javier Villalobos recessed the meeting at 5:38 pm to go into Executive Session. Mayor Javier Villalobos reconvened the meeting at 6:29 pm and noting the following city commission members present: Mayor Javier Villalobos, Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca, Commissioner Antonio "Tony" Aguirre, Jr., Commissioner Joaquin Zamora, Commissioner Rolando "Rolly" Rios, Commissioner Rodolfo "Rudy" Castillo and Commissioner Michael Fallek

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

No action.

ADJOURNMENT

Without objection the meeting was adjourned at 6:29 p.m.

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.B.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration and Authorization to enter into an Interlocal Agreement for the donation of a surplus vehicles to the City of Victoria, Tamaulipas, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 07/01/2026

Juan Olaguibel

Approved - 07/01/2026

Sonia Resendez

Final Approval - 07/02/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS AND CITY COMMISSION

CC: ISAAC J. TAWIL, McALLEN CITY MANAGER

**FROM: JUAN OLAGUIBEL, SUPERINTENDENT OF BRIDGES
ASSISTANT CITY MANAGER**

DATE: JULY 1, 2026

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF VICTORIA, TAMAULIPAS, MEXICO, VIA INTER-LOCAL AGREEMENT

Staff respectfully requests City Commission approval to donate two surplus vehicles to the City of Victoria, Tamaulipas, the City of McAllen's sister city.

The vehicles were declared surplus by the City Commission in 2023 and 2025, are no longer needed for City operations, and have no further operational value to the City of McAllen. The vehicles proposed for donation are:

- One (1) 2008 Pumper Truck
- One (1) 2013 Ford Truck

While these vehicles are no longer useful to the City of McAllen, they can continue to provide valuable public services to the residents of Victoria, Tamaulipas. This donation will strengthen the longstanding sister-city relationship between McAllen and Victoria and demonstrate the City's continued commitment to international cooperation and mutual assistance.

Staff recommends approval of the donation of these surplus vehicles to the City of Victoria, Tamaulipas.

INTERLOCAL GOVERNMENTAL AGREEMENT
City of McAllen, Texas and
City of Ciudad Victoria, Tamaulipas, México

WHEREAS, the City of McAllen, State of Texas, United States of America (“McAllen”) and the Ciudad Victoria, Tamaulipas, Mexico (“Victoria”) have international social, economic and governmental ties;

WHEREAS, McAllen and Victoria desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, McAllen has surplus equipment that is no longer useful to McAllen and Victoria has a need for such surplus equipment which can be utilized by Victoria to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, a home rule municipality, is authorized to enter into this agreement under the laws of the State of Texas for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, McAllen and Victoria hereby agree as follows:

1. McAllen declares and designates as surplus equipment and agrees to deliver to Victoria the designated surplus equipment (the “Equipment”) described as follows:

Make: Spartan
Model: Pumper Truck
Year: 2008
VIN #: 4S7AT2D958C070764

Make: Ford
Model: F15
Year: 2013
VIN #: 1FTMF1CM7DFC58832

The Equipment is delivered to Victoria and Victoria agrees to accept the Equipment in an “AS-IS” condition. City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Victoria understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. Victoria agrees that the use of the Equipment shall be in accordance with the following conditions:

- a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to the City of Victoria;
 - b. The Equipment will remain within the City of Victoria city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this agreement, then Victoria agrees to return the Equipment to the City of McAllen upon its request. If the Equipment is no longer being used or suitable for use by the City of Victoria, then Victoria agrees to notify City of McAllen of the Equipment's non-use or non-suitability and further agrees to return the Equipment to City of McAllen.
5. Victoria shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to City of McAllen. Victoria shall not be responsible to City of McAllen for any ordinary wear and tear caused to the Equipment.
6. Victoria agrees to indemnify, defend and hold harmless City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to City of McAllen or is otherwise disposed of as salvage material.

SIGNED on this 14th day of July 2026.

CITY OF McALLEN

Isaac J. Tawil
City Manager

CITY OF VICTORIA, TAMAULIPAS, MEXICO

By: _____
Eduardo Gattas, Mayor

Approved as to form:

Evaristo Garcia, Jr., Deputy City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.C.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration and Approval of an Interlocal Agreement with Caldwell County for the Purchase of a High Water Rescue Truck (Project No. 07-26-S96-01).
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request:
 - The Transit Department is committed to safety and security as a member of the City's Emergency Management Team.
5. Fiscal Impact Summary:
 - Caldwell County has a surplus LMTV Truck that we are seeking to purchase in the amount of \$20,000.00. This vehicle will allow the department to assist in any high-water disaster efforts. This is budgeted and funded 100% by an FTA grant. Account # 558-4760-446-66-14-EC2501
 -
6. Budgeted: Yes

Bid Amount:	<u>\$20,000</u>	Budgeted Amount:	<u>\$23,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Angela Cano	Created/Initiated - 07/01/2026
Mario Delgado	Approved - 07/02/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Juan Olaguibel	Final Approval - 07/09/2026
8. Staff Recommendation: Approve the Interlocal Agreement with Caldwell County.
9. Advisory Board:
10. City Attorney: None -AS
11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

TO: Isaac J. Tawil, City Manager
FROM: Mario Delgado, Ph. D., Transit Director 
DATE: 7/2/2026
SUBJECT: Authorization for an Interlocal Agreement with Caldwell County for Purchase of LMTV

- **Goal** – The Transit Department is committed to safety and security as a member of the City's Emergency Management Team.
- **Background: New Freedom Funds** – The Transit Department needs to purchase an LMTV High Water Rescue Truck for disaster deployment operations. Caldwell County has a surplus LMTV Truck that we are seeking to purchase in the amount of \$20,000.00. This vehicle will allow the department to assist in any high-water disaster efforts. This is budgeted and funded 100% by an FTA grant.
- **Options**
 - **Option 1** – Approve the Interlocal Agreement with Caldwell County.
 - **Option 2** – Disapprove the Interlocal Agreement and seek other options.
- **Recommendation** – The Transit Department is recommending approval to execute an interlocal agreement with Caldwell County for purchase of the LMTV.

**INTERLOCAL COOPERATION AGREEMENT
CITY OF MCALLEN & CALDWELL COUNTY
LMTV HIGH WATER RESCUE TRUCK PURCHASE**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into on February 10, 2026 (the “Effective Date”), by and between **CALDWELL COUNTY, TEXAS** (“COUNTY”), and the **CITY OF MCALLEN, TEXAS** (“CITY”), collectively referred to as the “Parties,” pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791 et seq., Texas Government Code, as follows:

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, pursuant to its statutory and constitutional authority, the Parties are responsible for certain governmental functions and services within their respective 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 has a public safety and emergency management need for a high-water rescue vehicle; and

WHEREAS, the COUNTY is the lawful owner of one (1) LMTV High Water Rescue Truck (“Vehicle”); and

WHEREAS, the COUNTY agrees to sell, and the CITY agrees to purchase the Vehicle for governmental use;

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

I. PURPOSE

The purpose of this Agreement is for the sale, transfer, and conveyance of legal title by Caldwell County ESD #2 to City of McAllen for one (1) LMTV High Water Rescue Truck described as follows:

Year Model: 2002 Make: STEW Body Style: FT Model: M10
VIN: AT017942EFFM

ILA McAllen-Caldwell County
LMTV High Water Rescue Truck

II. PURCHASE PRICE

The CITY shall purchase the Vehicle from the COUNTY for the total amount of TWENTY THOUSAND AND 00/100th DOLLARS (\$20,000.00), made payable to Caldwell County from current available revenues.

III. CONDITION OF VEHICLE

The Vehicle is sold "AS IS, WHERE IS," with no warranties, express or implied.

IV. TRANSFER

Upon receipt of payment, the COUNTY shall convey and transfer title and possession of the Vehicle to the CITY. The CITY shall be responsible for transport, registration, insurance, and maintenance thereafter.

V. MISCELLANEOUS

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.

Additional Documents: The Parties 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 and conditions of this Agreement.

Governing Law; Venue: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to the exclusive jurisdiction in Hidalgo County, Texas.

Assignments: This Assignment shall not be assignable or transferrable.

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.

Governmental Purpose: The Parties each represents that it is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

CALDWELL COUNTY, TEXAS

By: _____

Name:

Title:

CITY OF MCALLEN, TEXAS

By: _____

Javier Villalobos, Mayor:

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to Form”

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.D.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration and Approval of an Interlocal Cooperation Agreement between the City of McAllen and VIA Metropolitan Transit for the transfer and conveyance of surplus property (Project No. 07-26-S98-01).
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request:
 - The Transit Department is committed to safety and security as a member of the City's Emergency Management Team.
5. Fiscal Impact Summary: The Transit Department is recommending approval to execute an interlocal agreement with VIA Metropolitan Transit for the transfer and conveyance of cutaway vehicles. Account # 558-4760-446-66-14 EC2615
6. Budgeted: Yes

Bid Amount:	<u>\$25,000</u>	Budgeted Amount:	<u>\$25,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Angela Cano	Created/Initiated - 07/01/2026
Mario Delgado	Approved - 07/02/2026
Angie Rodriguez	Approved - 07/07/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Juan Olaguibel	Final Approval - 07/09/2026
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None -AS
11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

TO: Isaac J. Tawil, City Manager

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

DATE: 7/2/2026

SUBJECT: Authorization for an Interlocal Agreement with VIA Metropolitan Transit for Purchase of Cutaway Vehicles

- **Goal** – The Transit Department is committed to providing safe, efficient, and reliable transportation to its constituents.
- **Background: New Freedom Funds** – The Transit Department is seeking to purchase ten (10) Cutaway Vehicles from VIA Metropolitan Transit for use in various capacities and as needed by the City of McAllen. VIA Metropolitan Transit has surplus Cutaway vehicles that are in good working conditions and has agreed to sell them for \$2,500.00 each. These vehicles will be used in transit operations, emergency management operations, special event operations, and as needed by the City.
- **Options**
 - **Option 1** – Approve the Interlocal Agreement with VIA Metropolitan Transit.
 - **Option 2** – Disapprove the Interlocal Agreement and seek other options.
- **Recommendation** – The Transit Department is recommending approval to execute an interlocal agreement with VIA Metropolitan Transit for purchase of the Cutaway Vehicles.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MCALLEN & VIA METROPOLITAN TRANSIT**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into on July ____, 2026 (the “Effective Date”), by and between the **CITY OF McALLEN, TEXAS** (“CITY”) and **VIA METROPOLITAN TRANSIT** (“VIA”), collectively referred to as the “Parties,” pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791 et seq., Texas Government Code, as follows:

WHEREAS, 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 and located in Hidalgo County, Texas;

WHEREAS, VIA is a metropolitan transit authority created under Article 1118x of the Texas civil statutes, superseded by Chapter 451 of the Transportation Code, to provide public transportation within its designated boundaries;

WHEREAS, pursuant to its statutory and constitutional authority, the Parties are responsible for certain governmental functions and services including the provision of public transportation services;

WHEREAS, CITY and VIA 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 maintains a Transit Department and has a need for public transportation vehicles; and

WHEREAS, the VIA is the lawful owner of ten (10) transit motor vehicles (the “Vehicles”); and

WHEREAS, the Vehicles have reached and exceeded their useful life and are no longer needed by VIA for its operations; and

WHEREAS, the VIA agrees to sell to CITY, and the CITY agrees to purchase from VIA the Vehicles for public transportation use;

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

I. PURPOSE

The purpose of this Agreement is to sell, transfer and convey legal title to the Vehicles from VIA to CITY, same being described as follows:

2017 VANS	VIN NUMBER	MODEL	MAKE	YEAR
V-484	1FDFE4FS6HDC57272	UNIVERSAL	FORD	2017
V-485	1FDFE4FS5HDC58669	UNIVERSAL	FORD	2017
V-487	1FDFE4FS4HDC58663	UNIVERSAL	FORD	2017
V-488	1FDFE4FS2HDC58662	UNIVERSAL	FORD	2017
V-490	1FDFE4FS1HDC58667	UNIVERSAL	FORD	2017
V-492	1FDFE4FS9HDC58657	UNIVERSAL	FORD	2017
V-493	1FDFE4FS0HDC58658	UNIVERSAL	FORD	2017
V-494	1FDFE4FS0HDC58661	UNIVERSAL	FORD	2017
V-495	1FDFE4FS2HDC58659	UNIVERSAL	FORD	2017
V-496	1FDFE4FS8HDC58665	UNIVERSAL	FORD	2017

II. PURCHASE PRICE

CITY shall purchase from VIA each Vehicle for **TWO THOUSAND FIVE HUNDRED AND 00/100th DOLLARS (\$2,500.00)** for a total amount of **TWENTY-FIVE THOUSAND AND 00/100th DOLLARS (\$25,000.00)**, to be paid in a single installment to VIA Metropolitan Transit. Payment in full to VIA by the CITY shall occur before CITY may take title or possession of the Vehicles. Payment shall be by CITY check, made payable to “VIA Metropolitan Transit”.

III. CONDITION OF VEHICLE

The Vehicles are used vehicles. The Vehicles are sold to CITY by VIA “AS IS, WHERE IS”. It is understood and agreed that VIA makes no representations, warranties, or guarantees, whether express, implied, oral, written or otherwise, including but without limitation, those concerning the Vehicles individually or as a lot, their condition, obvious or latent defects and specifically disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade. CITY is solely responsible for inspecting the Vehicles and determining to its satisfaction each Vehicle’s fitness for travel and use as contemplated by CITY.

IV. TRANSFER

Upon receipt of payment, VIA shall remove and keep Vehicle license plates and registration stickers and convey possession of the Vehicles to CITY. After payment, CITY

ILA McAllen-VIA

shall be responsible in all respects for the Vehicles, including but without limitation, for the prompt transfer of Vehicle titles and registration in less than 30 days from the date of payment to VIA. City is also solely responsible for coordinating the removal of the Vehicles from VIA property as well as all Vehicle movement, transportation, insurance, use, operation, and maintenance thereafter. While VIA may have taken steps to remove any VIA insignia or logos from the Vehicles prior to transferring to CITY, CITY agrees to promptly remove any such insignia or logos that may be found to remain in or on the Vehicles.

CITY agrees that after transfer, it shall not state, represent or claim to own or operate the Vehicles for or on behalf of VIA in any manner or capacity.

V. MISCELLANEOUS

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 Parties, and not otherwise.

Additional Documents: The Parties covenant and agree that they will execute such other and further instruments and documents and provide cooperation as is or may become necessary to effectuate and carry out the terms and conditions of this Agreement.

Governing Law; Venue: 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 San Antonio, Bexar County, Texas. The Parties hereby consent to exclusive jurisdiction and venue in Bexar County, Texas.

Assignments: This Agreement shall not be assignable or transferrable.

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

Governmental Purpose: The Parties each represents that it is entering into this Agreement for the purpose of facilitating governmental services or functions and the CITY will pay for the Vehicles out of current revenues available to the CITY as the paying party, as herein provided.

Prior Agreements: This Agreement supersedes and terminates all previous agreements(s) between the Parties hereto, if any, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

ILA McAllen-VIA

VIA METROPOLITAN TRANSIT

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Perla Lara, TRMC/CMC, CPM

City Secretary

Date: _____

Approved as to Form

Evaristo Garcia, Jr., Deputy City Attorney

Date: _____

CITY OF MCALLEN

By: _____

Isaac J. Tawil, City Manager

Date: _____



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.E.

DATE SUBMITTED

06/25/2026

MEETING DATE

7/13/2026

1. Agenda Item: Ordinance providing for a budget amendment transferring certain portions of McAllen Public Utility fund balance from the Wastewater Depreciation Fund to the Wastewater Capital Improvement Fund.

2. Party Making Request: Mark Vega

3. Applicant:

4. Nature of Request:

An ordinance amending the budget of the City of McAllen for the Fiscal Year 2025-2026 effective October 1, 2025, by providing for a budget amendment for operating transfers for funding capital improvement projects within the Wastewater Capital Improvement fund with funds transferred from the Wastewater Depreciation fund in the amount of \$10,000,000.

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount:

Under Budget:

Budgeted Amount:

Over Budget:

Amount Remaining:

7. Routing:

Maria Chavero

Angie Rodriguez

Evaristo Garcia

Created/Initiated - 06/25/2026

Approved - 07/06/2026

Final Approval - 07/06/2026

8. Staff Recommendation:

Staff recommends approval.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



Memo

To: Isaac J. Tawil, City Manager

From: Mark Vega, P.E., General Manager *MV*

CC: Austin Stevenson, City Attorney

Date: June 22, 2026

Re: MPU Depreciation Fund Transfer

Background: The McAllen Public Utility Board allocates substantial funds to account for depreciation. As a result, there is a large amount of capital held in depreciation funds that could be allocated to capital improvement projects. Since MPU seeks to maximize the utility of public resources, the MPU Board has instructed staff to transfer a portion of the wastewater depreciation funds. These instructions are set to be formalized via minute order on June 23, 2026. In order to reallocate the funds, an ordinance is required.

Recommendation: Staff recommends adoption of the ordinance.

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF MCALLEN FOR THE FISCAL YEAR 2025-2026 EFFECTIVE OCTOBER 1, 2025, BY PROVIDING FOR A BUDGET AMENDMENT FOR OPERATING TRANSFERS FOR FUNDING CAPITAL IMPROVEMENT PROJECTS WITHIN THE WASTEWATER CAPITAL IMPROVEMENT FUND WITH FUNDS TRANSFERRED FROM THE WASTEWATER DEPRECIATION FUND IN THE IN THE AMOUNT OF \$10,000,000.

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 beginning 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 2025-101 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 on July 13, 2026, 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 on July 13, 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



To be assigned by Treasury Management Dept.

REVIEW BY

DATE OF ENTRY

ENTRY MADE BY

JUSTIFICATION:

Operating transfer from the Wastewater Depreciation Fund to the Wastewater Capital Improvement Fund for funding capital improvement projects.

Recommended approval by the PUB to the City Commission under separate minute order/ordinance.

Revised : 10/11/2019



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.F.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Ordinance providing for a budget amendment for the FM 2220 Ware Road Pedestrian Crossing.
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Consideration and approval of a budget amendment for the 2025 – 2026 Fiscal Year.
5. Fiscal Impact Summary:

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget
110	8702	436	66-36	IR2601	FM2220 PEDESTRIAN CROSSING	\$ 3,835,00
110	0	290	99-00	n/a	Development Corp. Fund - Fund Balance(Don't Post Reporting Onl	16,776,16

Funding Source: Development Corp. Fund.

6. Budgeted: No
Budget Adjustment

Bid Amount:	\$6,034,355	Budgeted Amount:	\$3,835,000
	\$0.00		\$2,199,355
Under Budget:	\$0.00	Over Budget:	\$0.00
	\$0.00		\$0.00
		Amount Remaining:	\$0.00
			\$0.00

7. Routing:

Jose Perez	Created/Initiated - 07/01/2026
Eduardo Mendoza	Approved - 07/02/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Final Approval - 07/10/2026

8. Staff Recommendation: Staff recommends approval of the budget amendment as presented.
9. Advisory Board:

¹
0. City Attorney: Approve -AS

¹
1. Manager's Recommendation: Approve - IJT



MEMORANDUM

To: Issac J. Tawil., City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., Director of Engineering
Date: July 13, 2026

Subject: Budget Amendment for FM2220 (Ware Road) Underground Trail Passing.

Goal

Consideration and approval of a budget amendment for the FM 2220 (Ware Road) Pedestrian Underpass Crossing Project.

Explanation

This item requests consideration and approval of a budget amendment to fund the construction of a pedestrian and bicycle underpass crossing beneath FM 2220 (Ware Road). The project includes the construction of a bridge structure, retaining walls, ramps, and stairs to provide a safe and accessible crossing for pedestrians and cyclists. The underpass will serve as a key component of the future Bentsen Road Hike and Bike Regional Trail, providing a safe connection across Ware Road and linking neighborhoods and destinations along the west side of McAllen, from the Balboa Acres Subdivision to North McAllen.

The total project cost, including construction and associated project delivery expenses, is estimated at \$6,034,355. Currently, \$3,835,000 is available for the project. Therefore, a budget amendment in the amount of \$2,199,355 is requested to fully fund the project, as summarized in the table below.

Expense and Funding Summary

Construction Cost (May 28, 2026)	\$	4,975,122
Construction Administration	\$	160,477
CE&I	\$	650,000
Contingencies(5%)	\$	248,756
Project Construction Total	\$	6,034,355
Development Corp. Funds Available	\$	3,835,000
Development Corp. Amedment Request	\$	2,199,355
FHWA & TxDOT Reimbursement	\$	4,576,888

Options

- 1) **Approve budget amendment.**
- 2) Disapprove budget amendment.

Recommendation

Staff recommends approval of the budget amendment as presented.

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF MCALLEN FOR THE FISCAL YEAR 2025-2026 EFFECTIVE OCTOBER 1, 2025, BY PROVIDING FOR A BUDGET AMENDMENT FROM THE DEVELOPMENT CORPORATION FUND BALANCE TO THE CONSTRUCTION AND CE&I FUND IN THE AMOUNT OF \$2,199,355.00 FOR THE CONSTRUCTION OF A PEDESTRIAN AND BICYCLE UNDERPASS CROSSING BENEATH FM 2220 (WARE ROAD)

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 beginning 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 2025-101 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 on July 13, 2026, 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 on July 14, 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



BUDGET AMENDMENT REQUEST FORM

FUND: DEVELOPMENT CORPORATION
DEPARTMENT: ENGINEERING
FISCAL YEAR: 25-26

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
110	8702	436	66-36	IR2601	FM2220 PEDESTRIAN CROSSING	\$ 3,835,000	2,199,355	\$ 6,034,355
110	0	290	99-00	n/a	Development Corp. Fund - Fund Balance(Don't Post Reporting Onl	16,776,164	(2,199,355)	14,576,809
								-
								-
								-
								-
TOTALS						\$ 20,611,164	\$ -	\$ 20,611,164

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

This item requests consideration and approval of a budget amedment to fund the construction of a pedestrian and bicycle underpass crossing beneath FM 2220 (Ware Road).

City Manager

Signature _____ Date _____

Office of Management & Budget

Signature _____ Date _____

Finance

Signature _____ Date _____

TxDOT:				Federal Highway Administration:	
CCSJ #	2094-01-074	AFA ID	Z00009251	CFDA No.	20.205
AFA CSJs	2094-01-074			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	25950		
Project Name	FM 2220 Underground Trail Passing			AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected On-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **City of McAllen**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **July 14, 2024** to effectuate their agreement to **construct an underground crossing**; and,

WHEREAS, it has become necessary to amend that contract in order to **add Category 7 funds for construction and construction engineering due to revised cost estimates**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. Attachment B, **Project Estimate and Source of Funds**, is deleted in its entirety and replaced with Attachment B-1, **Project Estimate and Source of Funds**, which is attached to and made a part of this Amendment. The total estimated cost of the Project increased by \$ 2,328,677, from \$ 4,106,671 to \$ 6,435,348, due to an overall increased cost of the project and approved additional federal funds.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	2094-01-074	AFA ID	Z00009251	CFDA No.	20.205
AFA CSJs	2094-01-074			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	25950		
Project Name	FM 2220 Underground Trail Passing			AFA Not Used For Research & Development	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

DocuSigned by:



F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director, Contract Services

Typed or Printed Title

11/5/2025

Date

DocuSigned by:



A410A4B926E44C6...

Signature

Javier Villalobos

Typed or Printed Name

Mayor

Typed or Printed Title

11/5/2025

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	2094-01-074	AFA ID	Z00009251	CFDA No.	20.205
AFA CSJs	2094-01-074			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	25950		
Project Name	FM 2220 Underground Trail Passing			AFA Not Used For Research & Development	

ATTACHMENT B-1 PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")									
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation		State Participation		Local Government Participation		
			Includes percentage for TDC apportionment on projects where applicable		Includes authorized EDC amounts		Includes authorized TDC reduction		
			%	Cost	%	Cost	%	Cost	
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Preliminary Engineering		\$496,669	0%	\$0	0%	\$0	100%	\$496,669	
Environmental Cost		\$52,708	0%	\$0	0%	\$0	100%	\$52,708	
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Construction (Cat 9)		\$2,797,139	80%	\$2,237,711	0%	\$0	20%	\$559,428	
Construction Cost (CAT 7.)	\$2,103,022								
Construction Engineering Cost (CAT 7)	\$480,000								
Eligible In-Kind Contribution Value	\$0								
Total Construction Value (sum of construction cost and in-kind value)		\$2,583,022	80%	\$2,066,418	0%	\$0	20%	\$516,604	
Work by LG Subtotal		\$5,929,538		\$4,304,129		\$0		\$1,625,409	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)									
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0	\$0

TxDOT:						Federal Highway Administration:	
CCSI #	2094-01-074	AFA ID	Z00009251		CFDA No.	20.205	
AFA CSl's	2094-01-074		Highway Planning and Construction				
District #	21	Code Chart 64#	25950				
Project Name	FM 2220 Underground Trail Passing		AFA Not Used For Research & Development				

Eligible In-Kind Contribution Value		\$							
Total Construction Value (sum of construction cost and in-kind value)									
Work by State Subtotal			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight									
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized reduction			
		%	Cost	%	Cost	%	Cost		
Preliminary Engineering ¹	\$49,444	0%	\$0	0%	\$0	100%	\$49,444		
Environmental Cost ¹	\$24,722	0%	\$0	0%	\$0	100%	\$24,722		
Right of Way ¹	\$4,120	0%	\$0	0%	\$0	100%	\$4,120		
Utilities ¹	\$4,120	0%	\$0	0%	\$0	100%	\$4,120		
Construction ²	\$150,645	0%	\$0	0%	\$0	100%	\$150,645		
Direct State Costs Subtotal	\$233,051	0%	\$0	0%	\$0	100%	\$233,051		
Indirect State Cost	\$272,759		\$0	100%	\$272,759		\$0		
TOTAL PARTICIPATION	\$6,435,348		\$4,304,129		\$272,759		\$1,858,460		
In-kind Contribution Credit Applied						0%	\$0		
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$1,858,460		

- The estimated total participation by Local Government is \$1,858,460.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$233,051.
- ¹Local Government's first payment of \$20,191 was received **August 16, 2024**.
- Additional payment required by the Local Government \$62,215 within 30 days from execution of this contract.

TxDOT:				Federal Highway Administration:	
CCSJ #	2094-01-074	AFA ID	Z00009251	CFDA No.	20.205
AFA CSJs	2094-01-074			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	25950		
Project Name	FM 2220 Underground Trail Passing			AFA Not Used For Research & Development	

- ² Local Government's second payment of \$233,051 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA & Category 7 funds available for Project are \$4,304,129.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.G.1.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Resolution authorizing the filing of a grant application to the Texas Water Development Board's Water Supply and Infrastructure Grant (WSIG) Program.

2. Party Making Request: Mark Vega

3. Applicant:

4. Nature of Request:

Staff recommends approval of the Resolution authorizing the submission of an application to the Texas Water Development Board under the Water Supply and Infrastructure Grant (WSIG) Program for up to \$21,000,000 in grant funds to support the planning, design, and construction of remote groundwater wells and related infrastructure, and designating the General Manager of McAllen Public Utility as the City's authorized representative.

5. Fiscal Impact Summary: Not applicable

6. Budgeted: not applicable

Bid Amount: \$0.00

Budgeted Amount: \$0.00

Under Budget: \$0.00

Over Budget: \$0.00

Amount Remaining: \$0.00

7. Routing:

Janet Landeros

Created/Initiated - 07/01/2026

Mark Vega

Final Approval - 07/01/2026

8. Staff Recommendation: Staff recommends approval of the Resolution.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



**MCALLEN PUBLIC UTILITY
MEMORANDUM**

To: Isaac J. Tawil, City Manager

Thru: Marco A. Vega, P.E., General Manager *MAV*

From: Carlos Gonzalez, P.E., Utility Engineer *CG*
Janet Landeros, Grants and Contracts Coordinator *JL*

Date: June 30, 2026

Subject: **Consideration and Approval of a Resolution Authorizing the Filing of an Application Requesting Financial Assistance from the Texas Water Development Board's Water Supply and Infrastructure Grant Program**

Staff respectfully requests consideration and approval of a Resolution authorizing the filing of an application to the Texas Water Development Board's Water Supply and Infrastructure Grant Program. This funding opportunity was established under House Bill 500 (H.B.500). The proposed grant application will be for an amount not to exceed \$21,000,000 to support the planning, design, and construction of remote groundwater wells and related infrastructure. The program provides 100% grant funding and does not require a local match.

McAllen Public Utility is pursuing this funding opportunity to support additional water supply and related infrastructure needed for long-term system reliability.

In addition, the Resolution designates the General Manager of McAllen Public Utility as the authorized representative for the application and authorizes the execution of all necessary legal documents and any acts necessary to implement the project.

Staff recommends approval of the Resolution and will be available to address any questions regarding this request.

RESOLUTION NO 2026 - ____

AUTHORIZING THE FILING OF AN APPLICATION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD'S WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF REMOTE GROUNDWATER WELLS AND RELATED INFRASTRUCTURE; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT ON BEHALF OF THE CITY OF MCALLEN AND MCALLEN PUBLIC UTILITY; AND AUTHORIZING THE AUTHORIZED REPRESENTATIVE TO CARRY OUT THE IMPLEMENTATION OF THIS PROJECT.

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF MCALLEN

WHEREAS, the Texas Water Development Board makes funding available to municipal water authorities for water, wastewater, and reuse projects intended to serve community residents; and

WHEREAS, the City of McAllen and McAllen Public Utility find there is a critical need to expand local water supply capacity and diversify sources to ensure long-term water reliability; and

WHEREAS, McAllen Public Utility proposes the planning, design, and construction of remote groundwater wells and related infrastructure; and

WHEREAS, the governing bodies of the City of McAllen and McAllen Public Utility have been informed of and support the submission of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MCALLEN BOARD OF COMMISSION THAT

1. An application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$21,000,000.00 to support the planning, design, and construction of remote groundwater wells and related infrastructure.

2. That Marco A. Vega, P.E., General Manager of McAllen Public Utility, be and is hereby designated the authorized representative of the City of McAllen and McAllen Public Utility for the purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board. The authorized representative is also empowered to act in all matters pertaining to this application,

including appearing before the Texas Water Development Board and submitting any additional documentation as may be required by the Executive Administrator or the Texas Water Development Board.

3. That the following firms and/or individuals are hereby authorized and directed to aid and assist in the preparation and submission of the application and appear on behalf of and represent the City of McAllen and McAllen Public Utility before any hearing held by the Texas Water Development Board on such application, to wit:

- a. Financial Advisor: Anne Burger Entrekin, Hilltop Securities
- b. Authorized Representative: Marco A. Vega, P.E., MPU General Manager
- c. MPU Engineer: Carlos Gonzalez, P.E., Utility Engineer
- d. MPU Financial: Maria S. Chavero, Director of Finance for Utilities
- e. Bond Counsel: Orlando "Jay" Juarez, McCall, Parkhurst & Horton L.L.P.

4. The General Manager of McAllen Public Utility is hereby authorized to execute all necessary legal documents and to perform any acts necessary to implement the project.

5. This resolution shall take effect immediately, upon its adoption by the City of McAllen Board of Commission.

CONSIDERED PASSED APPROVED AND SIGNED on this 13th day of July 2026 during a meeting of the City of McAllen Board of Commission at which a quorum was present and which was held in accordance with Chapter 551 Texas Government Code.

SIGNED on this ____ day of _____ 2026.

CITY OF MCALLEN

Javier Villalobos, Mayor
City of McAllen

Attest

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson
City Attorney

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Board of Commission of the
City of McAllen requesting financial assistance from the Texas Water
Development Board; authorizing the filing of an application for assistance; and making certain findings in
connection therewith.

BE IT RESOLVED BY THE Board of Commission OF
THE City of McAllen:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water
Development Board seeking financial assistance in an amount not to exceed \$ 21,000,000 to provide
for the costs of remote groundwater wells and related infrastructure.

SECTION 2: That Marco A. Vega, P.E. be and is hereby
designated the authorized representative of the City of McAllen & McAllen Public Utility for purposes
of furnishing such information and executing such documents as may be required in connection with the preparation
and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist
in the preparation and submission of such application and appear on behalf of and represent the
City of McAllen & McAllen Public Utility before any hearing held by the Texas Water
Development Board on such application, to wit:

Financial Advisor: Anne Burger Entrekin
Hilltop Securities

Engineer: Carlos Gonzalez, P.E., Utility Engineer
McAllen Public Utility

Bond Counsel: Orlando "Jay" Juarez
McCall, Parkhurst & Horton, L.L.P.

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

(SEAL)

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Hidalgo §

APPLICANT City of McAllen §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Marco A. Vega, P.E. as the Authorized Representative of the City of McAllen, who being by me duly sworn, upon oath says that:

1. The decision by the City of McAllen Board of Commission (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the Board of Commission (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of McAllen Board of Commission (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of McAllen Board of Commission (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
none.

5. The City of McAllen Board of Commission (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of McAllen Board of Commission (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of McAllen Board of Commission (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Official Representative: Marco A. Vega, P.E.

Title: General Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.G.2.

DATE SUBMITTED

06/29/2026

MEETING DATE

7/13/2026

1. Agenda Item: Amendment to Resolution No. 2026-03 to incorporate language as required by the Office of the Governor for funding under the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) to request funds in the amount of \$508,503.57.
2. Party Making Request: Julia Lash
3. Applicant: Victor Rodriguez
4. Nature of Request: The McAllen Police Department seeks funding for overtime salaries and fringe benefits of law enforcement officers and law enforcement personnel. Upon review, City staff is required to amend Resolution No. 2026-03 to incorporate language specifying that the Grants and Contracts Coordinator is the designated grantee's Financial Officer.
5. Fiscal Impact Summary: The grant request for the amended resolution is \$508,503.57, with no local match required.
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Andrea Cantu	Created/Initiated - 06/29/2026
Julia Lash	Approved - 06/29/2026
Victor Rodriguez	Approved - 06/30/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Approved - 07/10/2026
Martin Canales	New -
8. Staff Recommendation: Staff recommends approval of the amended resolution.
9. Advisory Board:
10. City Attorney: Approve -AS
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: July 13, 2026
Subject: FY2027 Operation Lone Star Grant Program (OLS)

GOAL:

Amendment to Resolution No. 2026-03 to incorporate language as required by the Office of the Governor for funding under the FY2027 Operation Lone Star Grant Program (OLS) to request funds in the amount of \$508,503.57.

BRIEF EXPLANATION OF THE ITEM:

The Office of the Governor, through the FY2027 Operation Lone Star Grant Program (OLS), provides funding for projects that seek to reduce border-related criminal activity in Texas. The McAllen Police Department seeks funding for overtime salaries and fringe benefits of law enforcement officers and law enforcement personnel.

Upon review, City staff is required to amend Resolution No. 2026-03 to incorporate language specifying that the Grants and Contracts Coordinator is the designated grantee's Financial Officer.

The grant request is for \$508,503.57, 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 amended resolution.

RESOLUTION NO. 2026-__

AMENDMENT TO RESOLUTION NO. 2026-03 TO INCORPORATE LANGUAGE AS REQUIRED BY THE OFFICE OF THE GOVERNOR FOR FUNDING UNDER THE FY2027 OPERATION LONE STAR GRANT PROGRAM (OLS) TO REQUEST FUNDS IN THE AMOUNT OF \$508,503.57.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the Office of the Governor, through the FY2027 Operation Lone Star Grant Program, seeks to enhance interagency border security operations supporting Operation Lone Star; and

WHEREAS, the McAllen Police Department will seek funding for overtime salaries and fringe benefits of law enforcement officers and personnel; and

WHEREAS, upon review, City staff is required to amend Resolution No. 2026-03 to incorporate language specifying that the Grants and Contracts Coordinator is the designated grantee's Financial Officer,

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

- 1) The McAllen Police Department, through the Grant Administration Office, is hereby directed to prepare and submit an application to the Office of the Governor for a grant request of \$508,503.57, with no local match required.
- 2) Upon the approval of this application, the City Manager 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) The City of McAllen designates the Grants and Contracts Coordinator as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.
- 4) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Office of the Governor in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 13th day of July 2026, 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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.G.3.

DATE SUBMITTED

MEETING DATE

7/13/2026

1. Agenda Item: Resolution nominating Isaac Tawil to the Texas Municipal League Intergovernmental Risk Pool (TML IRP) Board of Directors.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Resolution nominating Isaac Tawil to TML IRP Board of Directors.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____
7. Routing:
Crystal Montano

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



City of McAllen
City Attorney's Office

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Austin Stevenson, City Attorney
Date: July 8, 2026
Subject: TML IRP Nomination

The proposed resolution nominates City Manager Isaac Tawil to the Texas Municipal League Intergovernmental Risk Pool, Place 3. The City of McAllen is an IRP member and eligible to nominate an employee or official to the Board of Trustees.

RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY OF MCALLEN NOMINATING
CITY MANAGER ISAAC TAWIL TO PLACE 3 OF THE TML
IRP BOARD OF TRUSTEES**

WHEREAS, the Texas Municipal League Intergovernmental Risk Pool (“TML IRP”) has issued a call for nominations to its Board of Trustees;

WHEREAS, City Manager Isaac Tawil is eligible, qualified, and willing to serve on TML IRP Board;

WHEREAS, Isaac Tawil has significant experience as a private-sector attorney, served as City Attorney, and was instrumental in the adoption and implementation of the City of McAllen’s successful self-insurance program;

WHEREAS, Isaac Tawil now serves as City Manager for the City of McAllen;

WHEREAS, Isaac Tawil’s significant experience, including business acumen and legal expertise, makes him uniquely qualified to serve on the TML IRP Board of Trustees;

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

The City of McAllen nominates Isaac Tawil for Place 3 of the TML IRP Board of Trustees.

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, 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 552 of the Texas Government Code.

SIGNED on this the _____ day of _____, 2026.

CITY OF McALLEN

By: _____
Javier Villalobos, Mayor

Attest:

Approved as to form:

Perla Lara, TRMC, City Secretary

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2.H.
07/02/2026
7/13/2026

1. Agenda Item: Approval of Tax Refunds over \$500.00
 1. Aldrete Gaspar
 2. Belterra at Tres Lagos LLC
 3. Blan Co
 4. CNMK Texas Properties LTD
 5. ESSEX Brownell
 6. Hydroviv Water Filters
 7. Inter National Bank
 8. Molina-Ruiz Jose E & Nerea E Mar
 9. Richardson Robert & Patricia
 10. Weingarten Las Tiendas
2. Party Making Request: Rebecca Grimes
3. Applicant:
4. Nature of Request: Approval is needed for refunds over \$500.00 due to corrections from Hidalgo County Appraisal District and overpayments.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

norma yanez	Created/Initiated - 07/02/2026
Michelle Rivera	Approved - 07/06/2026
Martin Canales	Final Approval - 07/06/2026
8. Staff Recommendation: Approve refunds in order to comply with Texas Property Tax Code.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Tax Office

Memo

To: Isaac J. Tawil, City Manager

From: Rebecca M. Grimes, Tax Assessor-Collector

Date: July 13, 2026

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
Aldrete Gaspar	1,152.10 1,160.80	1,152.10 1,160.80	1,152.10 1,160.80	Grant DVHS Filed Late
Belterra at Tres Lagos LLC	36,148.68	30,288.63	5,860.05	Submitted/Entered wrong
Blan Co	940.69	940.69	940.69	Inclusion of Property Non-Existent
CNMK Texas Properties LTD	32,475.37	28,061.81	4,431.56	Court Ordered #C-4471-25-M
Hydroviv Water Filters	12,644.03	1,932.39	10,711.64	Submitted/Entered wrong
Inter National Bank	60,927.81	53,541.94	7,385.87	Court Ordered #C-4349-25-G
Molina-Ruiz Jose E Nerea E Mar	1,837.23	1,433.34 1,535.33	403.89 167.21	Grant DVHS Late prorate “ “
Richardson Robert & Patricia	990.10 902.09 833.38 795.08	747.09 749.09 749.09 747.09	243.01 155.00 86.29 47.99	Grant OA Filed Late “ “ “ “ “ “
Weingarten Las Tiendas	58,781.56	57,470.59	1,310.97	Court Ordered #C-4208-25-I

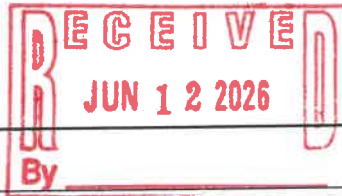
Attachments (9)

rmg

URGENT

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Gaspar Aldrete				
	Present mailing address (number and street) 4101 Harvey Cir				
	City, town or post office, state, ZIP code McAllen, TX 78501-3425		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): The Village of Westlakes Ut 3 & 4 Lot 58				
	Address or location of property: _____				
	Account number of property: T404003-000-0058-00 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 MCALEN	2025	12/19 / 2025	\$ 1,152.10	\$ 1,152.10
	2. _____	2024	12/13 / 2024	\$ 1,160.80	\$ 1,160.80
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): DVHS Filed Late				
	Supp#13(2025); Supp#23(2024) - npg 6/8/26				
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			Date of application for tax refund 11 June 2026	
	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		Date 6-25-2026	
	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	



APPLICATION FOR TAX REFUND

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

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

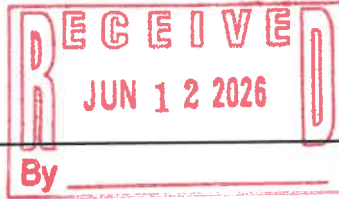
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC
	Present mailing address (number and street) 200 S 10th St Ste 1700
	City, town or post office, state, ZIP code McAllen, TX 78501-4857

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 2 & Belterra at Tres Lagos Ph 1 Lot 3
	Address or location of property: 14203 Mountain Ridge Ln & 14205 Mountain Ridge Ln
	Account number of property: B235501-000-0002-00 & B235501-000-0003-00 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	2025	2/01 / 2026	\$ 1,612.65	\$ 351.21
	2. PIDH	2025	2/01 / 2026	\$ 448.97	\$ 97.78
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 884.55	\$ 84.46
	4. PIDH	2025	2/01 / 2026	\$ 235.13	\$ 23.52
	5.			\$	\$
Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong					
Supp #12(2025) - npg 5/27/26					

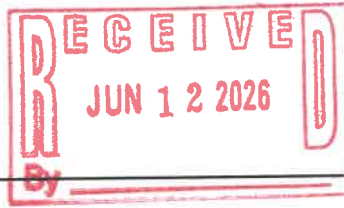
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature 	Date of application for tax refund 6/11/26
If you make a false statement on this application, you could be found guilty of a 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	
	Authorized officer 	Date 6-25-26
	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



APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																															
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																															
City, town or post office, state, ZIP code McAllen TX 78505-0220																																	
To apply for a tax refund, the taxpayer must complete the following.																																	
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC Present mailing address (number and street) 200 S 10th St Ste 1700 City, town or post office, state, ZIP code McAllen, TX 78501-4857																																
		Phone (area code and number) 																															
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 4 & Belterra at Tres Lagos Ph 1 Lot 4 Address or location of property: 14207 Mountain Ridge Ln & 14209 Mountain Ridge Ln Account number of property: B235501-000-0004-00 & B235501-000-0005-00 OR Tax receipt number: 																																
Step 3: Give the tax payment information	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width:15%;">Year for Which Refund is Requested</th> <th style="width:15%;">Date of the Tax Payment</th> <th style="width:15%;">Amount of Taxes Paid</th> <th style="width:20%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,545.51</td> <td>\$ 284.07</td> </tr> <tr> <td>2. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 430.28</td> <td>\$ 79.09</td> </tr> <tr> <td>3. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,224.61</td> <td>\$ 122.46</td> </tr> <tr> <td>4. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 340.94</td> <td>\$ 34.10</td> </tr> <tr> <td>5. </td> <td></td> <td></td> <td>\$ </td> <td>\$ </td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong Supp #12(2025) - npg 5/27/26			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	2025	2/01 / 2026	\$ 1,545.51	\$ 284.07	2. PIDH	2025	2/01 / 2026	\$ 430.28	\$ 79.09	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,224.61	\$ 122.46	4. PIDH	2025	2/01 / 2026	\$ 340.94	\$ 34.10	5.			\$	\$
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
1. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,545.51	\$ 284.07																													
2. PIDH	2025	2/01 / 2026	\$ 430.28	\$ 79.09																													
3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,224.61	\$ 122.46																													
4. PIDH	2025	2/01 / 2026	\$ 340.94	\$ 34.10																													
5.			\$	\$																													
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here → Signature Date of application for tax refund 6/11/26 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 Date 6-25-26 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																																



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.

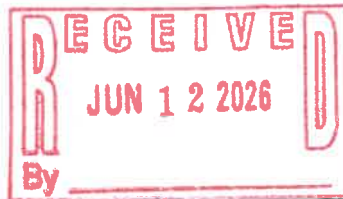
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC	
	Present mailing address (number and street) 200 S 10th St Ste 1700	
	City, town or post office, state, ZIP code McAllen, TX 78501-4857	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 10 & Belterra at Tres Lagos Ph 1 Lot 11	
	Address or location of property: 14219 Mountain Ridge Ln & 14221 Mountain Ridge Ln	
	Account number of property: B235501-000-0010-00 & B235501-000-0011-00	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	2025	2/01 / 2026	\$ 1,131.54	\$ 113.15
	2. PIDH	2025	2/01 / 2026	\$ 315.03	\$ 31.51
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,845.71	\$ 341.67
	4. PIDH	2025	2/01 / 2026	\$ 513.85	\$ 95.12
	5. _____	_____	_____ / _____	\$ _____	\$ _____
Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong					
Supp #12(2025) - npg 5/27/26					

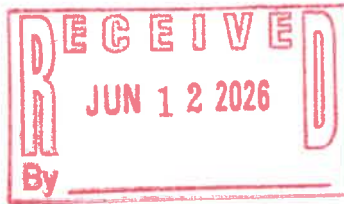
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature 	Date of application for tax refund 6/11/26
	If you make a false statement on this application, you could be found guilty of a 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	
	Authorized officer 	Date 6-25-26
	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



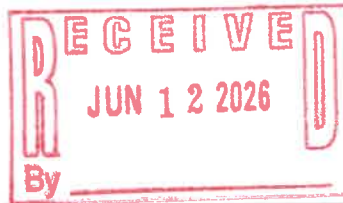
APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																															
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																															
City, town or post office, state, ZIP code McAllen TX 78505-0220																																	
To apply for a tax refund, the taxpayer must complete the following.																																	
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC Present mailing address (number and street) 200 S 10th St Ste 1700 City, town or post office, state, ZIP code McAllen, TX 78501-4857																																
		Phone (area code and number) 																															
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 24 & Belterra at Tres Lagos Ph 1 Lot 25 Address or location of property: 5908 Rocky Way & 5904 Rocky Way Account number of property: B235501-000-0024-00 & B235501-000-0025-00 OR Tax receipt number: 																																
Step 3: Give the tax payment information	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width:15%;">Year for Which Refund is Requested</th> <th style="width:15%;">Date of the Tax Payment</th> <th style="width:15%;">Amount of Taxes Paid</th> <th style="width:20%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,358.32</td> <td>\$ 135.84</td> </tr> <tr> <td>2. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 378.16</td> <td>\$ 37.82</td> </tr> <tr> <td>3. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,555.91</td> <td>\$ 371.36</td> </tr> <tr> <td>4. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 433.17</td> <td>\$ 103.39</td> </tr> <tr> <td>5. </td> <td></td> <td></td> <td>\$ </td> <td>\$ </td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong Supp #12(2025) - npg 5/27/26			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	2025	2/01 / 2026	\$ 1,358.32	\$ 135.84	2. PIDH	2025	2/01 / 2026	\$ 378.16	\$ 37.82	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,555.91	\$ 371.36	4. PIDH	2025	2/01 / 2026	\$ 433.17	\$ 103.39	5.			\$	\$
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
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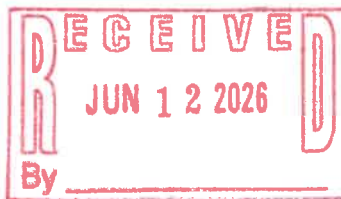
APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC				
	Present mailing address (number and street) 200 S 10th St Ste 1700				
	City, town or post office, state, ZIP code McAllen, TX 78501-4857		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 26 & Belterra at Tres Lagos				
	Ph 1 Lot 27				
	Address or location of property: 5900 Rocky Way & 5901 Rocky Way				
	Account number of property: B235501-000-0026-00 & B235501-000-0027-00		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	2025	2/01 / 2026	\$ 1,569.16	\$ 219.45
	2. PIDH	2025	2/01 / 2026	\$ 436.86	\$ 61.10
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,657.46	\$ 235.99
	4. PIDH	2025	2/01 / 2026	\$ 461.44	\$ 65.70
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong				
	Supp #12(2025) - npg 5/27/26				
	"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."				
	Signature			Date of application for tax refund 6/11/26	
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				
	Authorized officer			Date 6-25-26	
	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	



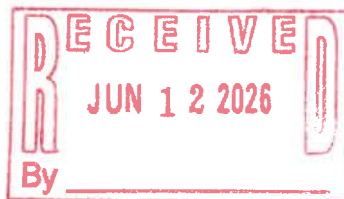
APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																															
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																															
City, town or post office, state, ZIP code McAllen TX 78505-0220																																	
To apply for a tax refund, the taxpayer must complete the following.																																	
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC Present mailing address (number and street) 200 S 10th St Ste 1700 City, town or post office, state, ZIP code McAllen, TX 78501-4857																																
	Phone (area code and number)																																
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 28 & Belterra at Tres Lagos Ph 1 Lot 29 Address or location of property: 5903 Rocky Way & 5907 Rocky Way Account number of property: B235501-000-0028-00 & B235501-000-0029-00 OR Tax receipt number:																																
Step 3: Give the tax payment information	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 35%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width: 15%;">Year for Which Refund is Requested</th> <th style="width: 15%;">Date of the Tax Payment</th> <th style="width: 15%;">Amount of Taxes Paid</th> <th style="width: 20%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,556.29</td> <td>\$ 354.65</td> </tr> <tr> <td>2. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 433.28</td> <td>\$ 98.74</td> </tr> <tr> <td>3. CITY OF MCALLEN</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 1,207.59</td> <td>\$ 120.76</td> </tr> <tr> <td>4. PIDH</td> <td>2025</td> <td>2/01 / 2026</td> <td>\$ 336.20</td> <td>\$ 33.62</td> </tr> <tr> <td>5. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong Supp #12(2025) - npg 5/27/26			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	2025	2/01 / 2026	\$ 1,556.29	\$ 354.65	2. PIDH	2025	2/01 / 2026	\$ 433.28	\$ 98.74	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,207.59	\$ 120.76	4. PIDH	2025	2/01 / 2026	\$ 336.20	\$ 33.62	5. _____	_____	_____ / _____	\$ _____	\$ _____
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
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2. PIDH	2025	2/01 / 2026	\$ 433.28	\$ 98.74																													
3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,207.59	\$ 120.76																													
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APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC				
	Present mailing address (number and street) 200 S 10th St Ste 1700				
	City, town or post office, state, ZIP code McAllen, TX 78501-4857		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 34 & Belterra at Tres Lagos Ph 1 Lot 35				
	Address or location of property: 5917 Rocky Way & 5919 Rocky Way				
	Account number of property: B235501-000-0034-00 & B235501-000-0035-00				
	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	2025	2/01 / 2026	\$ 1,091.70	\$ 109.17
	2. PIDH	2025	2/01 / 2026	\$ 303.93	\$ 30.39
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,779.25	\$ 357.78
	4. PIDH	2025	2/01 / 2026	\$ 495.35	\$ 99.61
	5.			\$	\$
	Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong				
	Supp #12(2025) - npg 5/27/26				
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."			Date of application for tax refund 6/11/26	
	sign here Signature			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.	
	Authorized officer Norma Yanez				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	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 6-25-26	
	sign here			Date	



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.

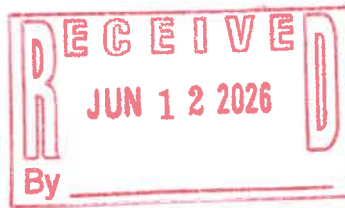
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC	
	Present mailing address (number and street) 200 S 10th St Ste 1700	
	City, town or post office, state, ZIP code McAllen, TX 78501-4857	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 38 & Belterra at Tres Lagos Ph 1 Lot 39	
	Address or location of property: 5925 Rocky Way & 14228 Mountain Ridge Ln	
	Account number of property: B235501-000-0038-00 & B235501-000-0039-00	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	2025	2/01 / 2026	\$ 1,192.98	\$ 119.29
	2. PIDH	2025	2/01 / 2026	\$ 332.13	\$ 33.21
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,559.00	\$ 374.45
	4. PIDH	2025	2/01 / 2026	\$ 434.03	\$ 104.25
	5. _____	_____	_____ / _____	\$ _____	\$ _____
Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong					
Supp #12(2025) - npg 5/27/26					

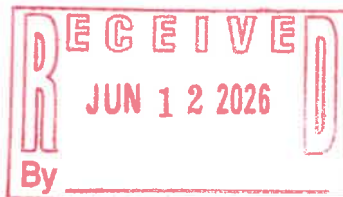
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature 	Date of application for tax refund 6/11/26
	If you make a false statement on this application, you could be found guilty of a 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	
	Authorized officer 	Date 6-25-26
	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



APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Belterra at Tres Lagos LLC				
	Present mailing address (number and street) 200 S 10th St Ste 1700				
	City, town or post office, state, ZIP code McAllen, TX 78501-4857		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 44 & Belterra at Tres Lagos Ph 1 Lot 45				
	Address or location of property: 14204 Mountain Ridge Ln & 14200 Mountain Ridge Ln				
	Account number of property: B235501-000-0044-00 & B235501-000-0045-00 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	2025	2/01 / 2026	\$ 1,479.36	\$ 115.41
	2. PIDH	2025	2/01 / 2026	\$ 411.86	\$ 32.13
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,535.86	\$ 351.31
	4. PIDH	2025	2/01 / 2026	\$ 427.59	\$ 97.81
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong				
	Supp #12(2025) - npg 5/27/26				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here Signature			Date of application for tax refund 6/11/26	
	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 Norma Yanez			Date 6-25-26	
	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	



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 Belterra at Tres Lagos LLC	
	Present mailing address (number and street) 200 S 10th St Ste 1700	
	City, town or post office, state, ZIP code McAllen, TX 78501-4857	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Belterra at Tres Lagos Ph 1 Lot 46 & Belterra at Tres Lagos Ph 1 Lot 47	
	Address or location of property: 14201 Mountain Ridge Ln & 14212 Mountain Ridge Ln	
	Account number of property: B235501-000-0046-00 & B235501-000-0047-00	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	2025	2/01 / 2026	\$ 1,025.60	\$ 102.56
	2. PIDH	2025	2/01 / 2026	\$ 285.53	\$ 28.55
	3. CITY OF MCALLEN	2025	2/01 / 2026	\$ 1,503.36	\$ 318.81
	4. PIDH	2025	2/01 / 2026	\$ 418.54	\$ 88.76
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong				
Supp #12(2025) - npg 5/27/26					

Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	sign here Signature	Date of application for tax refund 6/11/26
	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	Date 6-25-26
	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

URGENT

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																																	
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																																	
City, town or post office, state, ZIP code McAllen TX 78505-0220																																			
To apply for a tax refund, the taxpayer must complete the following.																																			
Step 1: Owner's name and address	Owner's name Blan Co / B & G Couture LLC																																		
	Present mailing address (number and street) 4500 N 10th St Ste 60																																		
	City, town or post office, state, ZIP code McAllen, TX 78504-2915		Phone (area code and number) 956-992-0980																																
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Delete 2025: Closed 12/31/2022 Inventory Supplies Furniture																																		
	Fixtures & Equipment at 4500 N 10th St Ste 60 / New Acct 2020																																		
	Address or location of property: 4500 N. 10th St Ste 60 McAllen, TX 78504																																		
	Account number of property: U208099-000-0001-B6		Tax receipt number: 																																
Step 3: Give the tax payment information	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width: 15%;">Year for Which Refund is Requested</th> <th style="width: 15%;">Date of the Tax Payment</th> <th style="width: 15%;">Amount of Taxes Paid</th> <th style="width: 25%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2025</td> <td>1/22 / 2026</td> <td>\$ 855.17</td> <td>\$ 855.17</td> </tr> <tr> <td>2. LRP</td> <td>2025</td> <td>1/22 / 2026</td> <td>\$ 85.52</td> <td>\$ 85.52</td> </tr> <tr> <td>3. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>5. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table>					Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. CITY OF MCALLEN	2025	1/22 / 2026	\$ 855.17	\$ 855.17	2. LRP	2025	1/22 / 2026	\$ 85.52	\$ 85.52	3. _____	_____	_____ / _____	\$ _____	\$ _____	4. _____	_____	_____ / _____	\$ _____	\$ _____	5. _____	_____	_____ / _____	\$ _____	\$ _____
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Supp#13(2025) - npg 6/8/26																																			
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Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved																																		
	sign here		Date 6-25-26																																
	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																																

URGENT

APPLICATION FOR TAX REFUND

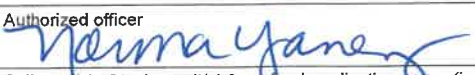
Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name CNMK Texas Properties LTD				
	Present mailing address (number and street) 3900 Dallas Pkwy Ste 500				
	City, town or post office, state, ZIP code Plano, TX 75093-7871		Phone (area code and number) 972-665-1013		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Cinemark No. 2 Lot 1				
	Address or location of property: 100 W Nolana Ave				
	Account number of property: C446502-000-0001-00				
	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	2025	2/06 / 2026	\$ 32,475.37	\$ 4,413.56
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Court Ordered #C-4471-25-M				
	Supp#13(2025) - npg 6/8/26				
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."			Date of application for tax refund 6-16-26	
	sign here Signature				
	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			Date 6/25/26	
	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	

URGENT

APPLICATION FOR TAX REFUND

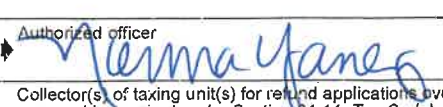
Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Hydroviv Water Filters				
	Present mailing address (number and street) 9399 W Higgins Rd Ste 1100				
	City, town or post office, state, ZIP code Rosemond, IL 60018		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Inventory Supplies Furniture Fixtures & Equipment at 6001				
	S 35th St Ste B / New Acct 2025				
	Address or location of property: 6001 S 35th St Ste B				
	Account number of property: S477599-000-007A-04		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	2025	2/2 / 2026	\$ 11,494.57	\$ 9,737.85
	2. LRP	2025	2/2 / 2026	\$ 1,149.46	\$ 973.79
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Submitted/Entered Wrong				
	Supp#13(2025) - npg 6/8/26				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here ▶ Signature 			Date of application for tax refund 06/15/2026	
	Lying Zhens Accounting Manager 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 	Date 6/29/26			
	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			

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Inter National Bank				
	Present mailing address (number and street) 1801 S 2nd St				
	City, town or post office, state, ZIP code McAllen, TX 78503-1353		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Ridgeview Place Ut No 2 Ph 1 Lot 1A,1B,1C &2&3				
	Address or location of property: 100 E Savannah Ave				
	Account number of property: R273002-000-001A-00				
	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	2025	1/21 / 2026	\$ 60,927.81	\$ 7,385.87
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Court Ordered #C-4349-25-G From the 370th District Dated 2/23/26				
	Supp#11 (2025) - npg 4/24/26				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here → Signature			Date of application for tax refund	
	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				Date 6-30-26
	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

Final Notice

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Jose E Molina-Ruiz & Nerea E Mar				
	Present mailing address (number and street) 1209 Travis St				
	City, town or post office, state, ZIP code Mission, TX 78572		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Heights at McColl Lot 141				
	Address or location of property: 904 E La Cantera Ave				
	Account number of property: H196500-000-0141-00				
	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	2022	12/15 / 2022	\$ 1,837.23	\$ 403.89
	2. _____	2021	12/29 / 2021	\$ 1,702.64	\$ 102.28
	3. _____	2021	12/29 / 2021	\$ _____	\$ 7.85
	4. _____	2021	12/29 / 2021	\$ _____	\$ 57.08
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Granted DVHS Exemption Filed Late Prorate begin date 10/5/2021				
	Supp #21(2021) - 6.1.26				
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 			Date of application for tax refund 6-29-26	
	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 			Date 6/29/26	
	sign here _____			Date _____	

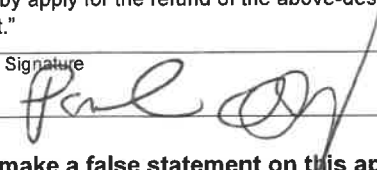
URGENT

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																															
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																															
City, town or post office, state, ZIP code McAllen TX 78505-0220																																	
To apply for a tax refund, the taxpayer must complete the following.																																	
Step 1: Owner's name and address	Owner's name Robert & Patricia Richardson Present mailing address (number and street) 1617 Falcon Ave City, town or post office, state, ZIP code McAllen, TX 78504-3437																																
	Phone (area code and number) 956 648 1957																																
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Northpark Estates Lot 34 Address or location of property: 1617 Falcon Ave, McAllen Tx. 78504 Account number of property: N660000-000-0034-00 OR Tax receipt number:																																
Step 3: Give the tax payment information	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width: 15%;">Year for Which Refund is Requested</th> <th style="width: 15%;">Date of the Tax Payment</th> <th style="width: 15%;">Amount of Taxes Paid</th> <th style="width: 25%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2025</td> <td>1/31 / 2026</td> <td>\$ 990.10</td> <td>\$ 243.01</td> </tr> <tr> <td>2. _____</td> <td>2024</td> <td>1/31 / 2025</td> <td>\$ 902.09</td> <td>\$ 155.00</td> </tr> <tr> <td>3. _____</td> <td>2023</td> <td>1/28 / 2024</td> <td>\$ 833.38</td> <td>\$ 86.29</td> </tr> <tr> <td>4. _____</td> <td>2022</td> <td>1/31 / 2023</td> <td>\$ 795.08</td> <td>\$ 47.99</td> </tr> <tr> <td>5. _____</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): Grant OA Filed Late Supp#41(2022); Supp#33(2023); Supp#23(2024); Supp#13(2025) - npg 6/5/26			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	2025	1/31 / 2026	\$ 990.10	\$ 243.01	2. _____	2024	1/31 / 2025	\$ 902.09	\$ 155.00	3. _____	2023	1/28 / 2024	\$ 833.38	\$ 86.29	4. _____	2022	1/31 / 2023	\$ 795.08	\$ 47.99	5. _____			\$	\$
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
1. CITY OF MCALLEN	2025	1/31 / 2026	\$ 990.10	\$ 243.01																													
2. _____	2024	1/31 / 2025	\$ 902.09	\$ 155.00																													
3. _____	2023	1/28 / 2024	\$ 833.38	\$ 86.29																													
4. _____	2022	1/31 / 2023	\$ 795.08	\$ 47.99																													
5. _____			\$	\$																													
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here Signature Date of application for tax refund 6-9-26 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 Date 6-25-26 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																																

URGENT

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Weingarten Las Teiendas JV c/o Kimco Realty Corp				
	Present mailing address (number and street) 500 North Broadway Ste 201				
	City, town or post office, state, ZIP code Jericho, NY 11753		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Concord Property Corp. No. 2 Se 9.36ac Lot 4 - Amended				
	Address or location of property: 924 E Exprwy 83				
	Account number of property: C788302-000-0004-01 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	2025	1/14 / 2026	\$ 58,781.56	\$ 1,310.97
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Court Ordered Adjustment #C-4208-25-I				
	Supp#13(2025) - npg 6/5/26				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here ▶ Signature 			Date of application for tax refund 6/11/26	
	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 			Date 6/25/26	
	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	

Tax Office

Memo

To: Isaac J. Tawil, City Manager

From: Rebecca M. Grimes, Tax Assessor-Collector

Date: July 13, 2026

Re: Tax Refunds over \$500.00

The tax office has determined the attached application(s) for tax refunds over \$500.00 dollars is (are) due for erroneous and/or overpayments. I respectfully request your approval for these tax refunds as required by Property Tax Code 31.11.

<i>Taxpayer/Payee</i>	<i>Amount Paid</i>	<i>Reason for Tax Refund</i>	<i>Amount of Refund</i>
ESSEX Brownell	29,436.46	Overpayment	2,479.84

Attachments (2)

rmg

Application for Tax Refund Overpayments or Erroneous Payments

CITY OF MCALLEN TAX OFFICE

(956) 681-1330

Collection Office Name

Phone (area code and number)

PO BOX 220/311 N 15TH ST

Address, City, State, ZIP Code

MCALLEN, TX 78505-0220

Collecting Tax For (taxing units)

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

ESSEX BROWNELL

Name of Taxpayer

Phone (area code and number)

Email Address*

1601 WALL ST, FORT WAYNE, IN 46802

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the county appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Tax Advisors Group

Title of Authorized Representative

972-503-7506

Email Address*

PO Box 671287 Dallas TX 75367-1287

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

S298299-000-0012-41

OR

Appraisal District Account Number

Tax Receipt Number

5200 GEORGE MCVAY DR STE C, MCALLEN, TX 78503

Location Address, City, State, ZIP Code

INVENTORY SUPPLIES FURNITURE FIXTURES & EQUIPMENT 5200 GEORGE MCVAY DR STE C / NEW ACCT 2022

Legal Description (or attach copy of the tax bill or tax receipt)

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

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	2025	4/27/2026	\$ 29,436.46	\$ 2,479.84
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$

Taxpayer's Reason for Refund (attach supporting documentation)

OVERPAYMENT 2025 TAXES

5/13/2026 MG

SECTION 5: Taxpayer Signature

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.

print
here

SABRA BLACK
Print Taxpayer Name

sign
here

Sabra Black
Taxpayer Signature

Date

6/5/26

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, §37.10.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☐ Approved ☐ Disapproved

print
here

Norma Yanez, Asst Tax Assessor/collector
Print Name and Title

sign
here

Norma Yanez
Authorized Officer

Date

6-25-26

print
here

Print Name and Title

sign
here

Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11)

Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.A.

DATE SUBMITTED

07/02/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration and Approval of a Lease Agreement for 'El Muchachito Alegre Mariscos Express LLC' at the Downtown Parking Garage at Parking Garage Food Court.
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request: To increase revenue for the Downtown Services through leasing out available space(s).
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Angela Cano	Created/Initiated - 07/02/2026
Mario Delgado	Approved - 07/02/2026
Juan Olaguibel	Final Approval - 07/02/2026
8. Staff Recommendation: The Transit Department staff recommends approval of the lease agreement with **El Muchachito Alegre Mariscos Express LLC.**
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

TO: Isaac J. Tawil, City Manager
FROM: Mario Delgado, Ph. D., Transit Director 
DATE: 7/2/2026
SUBJECT: Approve a lease agreement for 'El Muchachito Alegre Mariscos Express LLC' at the Downtown Parking Garage at Parking Garage Food Court

- **Goal** – To increase revenue for the Downtown Services through leasing out available space(s).
- **Explanation** – Over the course of the last month, staff has worked with El Muchachito Alegre Mariscos Express LLC to negotiate a Lease Agreement for 469 ft² in the food court. El Muchachito Alegre Mariscos Express LLC is a reputable food business and has maintained business in Palmview, TX & McAllen TX selling mariscos-style snack foods since 2025.
- **Options**
 - **Option 1** – Approve the Lease Agreement
 - **Option 2** – Disapprove the Lease Agreement
- **Recommendation** – The Transit Department staff recommends approval of the lease agreement with El Muchachito Alegre Mariscos Express LLC.

**LEASE AGREEMENT BETWEEN THE
CITY OF McALLEN, TEXAS AND
EL MUCHACHITO ALEGRE MARISCOS EXPRESS LLC**

This Lease Agreement (“Lease” or “Agreement”) is entered into on this the 1st day of August, 2026 by and between the City of McAllen, a home-rule municipality of the State of Texas (“LANDLORD”), and EL MUCHACHITO ALEGRE MARISCOS EXPRESS LLC, a Texas limited liability company (“TENANT”), for premises in the Food Court located within the McAllen Downtown Parking Garage (“Parking Garage” or “Building”) located at 221 S. 15th St, McAllen, TX 78501, shown in Exhibit A attached hereto and made a part hereof for all purposes.

**ARTICLE 1
THE PREMISES**

SECTION 1 Premises

- (a) LANDLORD hereby demises and leases to TENANT. and TENANT hereby hires and leases from LANDLORD, for the term and upon the terms, conditions, covenants and agreements herein provided, Suite B-1 located on the first (1st) floor of the Parking Garage, which space consists of approximately 469 square feet of rentable area as determined by agreement of the parties (such space being hereinafter referred to as the “Premises”). The Premises on **Exhibit B**.
- (b) The lease of the Premises includes the right, together with other tenants of the Food Court located in the Parking Garage, and their employees and business invitees, to use the common public areas of the Food Court for their intended use and subject to the other provisions of this Lease but includes no other rights not specifically set forth herein.

**ARTICLE 2
LEASE TERM**

SECTION 2.1 Term

- (a) The initial term of this Lease (“Initial Lease Term”) shall commence on the Lease Commencement Date (as hereinafter defined) as determined pursuant to Section 2.2 hereof and, unless sooner terminated pursuant to the provisions of this Lease, shall end at 11:59 p.m., local time, on July 31, 2028.
- (b) As used herein, the “First Lease Year” shall mean the period commencing on the Lease Commencement Date and continuing through to July 31, 2027. Each subsequent Lease Year shall occur from August 1st and last for twelve (12) full calendar months thereafter through July 31st. Each successive twelve (12) month period thereafter during the Initial Term shall constitute a subsequent “Lease Year,” and the last Lease Year shall end on July 31, 2031.
- (c) If LANDLORD is unable to give possession of the Premises to TENANT because a certificate of occupancy or its equivalent has not been issued, or because of the holding over or non-vacating of any other tenant or occupant of the Premises, or because repairs to or improvements of the

Premises are not completed, or for any other reason, then, except as may be expressly stated elsewhere in this Lease, LANDLORD shall not be subject to any liability for the failure to give possession and no such failure to give possession shall in any respect affect the validity of this Lease or the obligations of TENANT hereunder, nor shall the same extend the Lease Term.

SECTION 2.2 Lease Commencement Date

- (a) The Lease Commencement Date shall be August 1, 2026 or the date on which TENANT commences beneficial use of the Premises, whichever date occurs first (“Lease Commencement Date”). TENANT shall be deemed to have commenced beneficial use of the Premises when TENANT begins to move furniture and furnishings into the Premises and the commencement of such beneficial use shall be deemed to be an acceptance of the nature and sufficiency of the entire Premises.
- (b) It is presently anticipated that the Premises will be made available on or about July 14, 2026 to TENANT for a Pre-Construction Coordination Conference with the LANDLORD and the LANDLORD’s General Contractor for the Improvements, whereby the TENANT may coordinate its build out schedule. Upon written approval from LANDLORD, TENANT may commence build out of the Premises prior to the anticipated Pre-Construction Coordination Conference.

SECTION 2.3 Extension Option

- (a) Provided that at the time it is exercised the TENANT is not in default under the terms of this Lease, TENANT may exercise the right and option to extend the Initial Term for a Renewal Term of One (1) Year by giving written notice thereof to LANDLORD as provided in this Agreement at least Six (6) Months and no earlier than Twelve (12) Months prior to the expiration of the Initial Term, which Renewal Term may itself be extended at TENANT’s option for a Second and Third Renewal Term of One (1) Years under the same conditions as for the Renewal Term, provided further that at the expiration of the Term being extended TENANT is in occupancy of the entire Premises and not at that time in default. Upon Landlord’s receipt of such notice, this Lease shall automatically be extended for a One (1) Year period and no instrument of extension need be executed.

In the event that TENANT fails to give such notice to LANDLORD as herein provided, this Lease shall automatically terminate at the end of the relevant Term, and TENANT shall have no further right or option to extend this Lease.

- (b) Any extended Term shall be upon the same covenants, agreements, provisions, terms and conditions as the preceding Term, except that TENANT shall have no further options to renew or extend the Initial Lease Term beyond the additional Three (3) One (1) Year Terms referred to in this Section, and the LANDLORD shall have the option to revise the rents, fees and other charges.

ARTICLE 3 RENT

SECTION 3.1 Fixed Rent

- (a) TENANT shall pay to LANDLORD, for all leased areas as defined in **Exhibit C** attached hereto and made a part hereof, as “Fixed Annual Rent” for the Premises, without notice, set-off, counterclaim, deduction or demand as follows:

First Lease Year: NINE THOUSAND FOUR HUNDRED NINETY-SEVEN AND 25/100 DOLLARS (\$9,497.25);

Lease Year Two (2): TWELVE THOUSAND, SIX HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$12,663.00);

*Lease Year Three (3): TWELVE THOUSAND, SIX HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$12,663.00);

*Lease Year Four (4): TWELVE THOUSAND, SIX HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$12,663.00);

*Lease Year Five (5): TWELVE THOUSAND, SIX HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$12,663.00).

- (b) Fixed Annual Rent shall be payable in twelve (12) equal monthly installments beginning on the Lease Commencement Date and thereafter monthly, in advance, on the first day of each month (“Due Date”) during the Lease Term (each such monthly installment being referred to herein as “Fixed Monthly Rent”). Concurrently with the signing of this Lease, TENANT shall pay to LANDLORD a sum equal to one (1) month’s Fixed Monthly Rent, which sum shall be credited by LANDLORD against the Fixed Monthly Rent due for the first (1st) full calendar month of the Lease Term for which Fixed Annual Rent is payable.
- (c) All remittances for rents, fees, and charges shall be made payable to the “City of McAllen” and remitted to the office of the Transit Director or his/her designee, McAllen Downtown Parking Garage, 221 South 15th Street, McAllen, Texas 78501.

Section 3.2 Security Deposit

- (a) Simultaneously with the execution of this Lease, TENANT shall deposit with LANDLORD the sum of **ONE THOUSAND, FIVE HUNDRED EIGHTY-TWO 88/100 DOLLARS (\$1,582.88)** representing Two (2) Months’ of the Fixed Annual Rent in First Lease Year, as a security deposit. LANDLORD shall not be required to maintain the Security Deposit in a separate account. The Security Deposit shall be security for the performance by TENANT of all of TENANT’S obligations, covenants, conditions and agreements under this Lease.
- (b) In the event of any default by TENANT hereunder during the Lease Term, LANDLORD shall have the right to use, apply or retain all or any portion of the Security Deposit for (a) the payment of any rent, fees, charges or costs as to which TENANT is in default, or (b) the payment of any amount which TENANT may be obligated to pay to repair physical damage to the Premises or the Building pursuant to this Lease, or (c) the payment of any amount which TENANT may be obligated to pay for the compensation to LANDLORD for any losses incurred by reason of

TENANT'S default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within three (3) business days after written notice to TENANT of such use or application, TENANT shall deposit with LANDLORD cash in an amount sufficient to restore the Security Deposit to its original amount, and TENANT'S failure to do so shall constitute a default under this Lease. The Security Deposit is not a measure of damages, and Landlord's use of the Security Deposit is not a measure of waiver of its other rights and remedies. Provided TENANT is not in default hereunder, LANDLORD shall return the Security Deposit to Tenant, less such portion thereof as LANDLORD shall have applied or be entitled to apply to satisfy any default by TENANT hereunder, within forty five (45) days following the later to occur of the expiration of the Lease Term or the vacating and surrendering of the Premises by TENANT to LANDLORD.

SECTION 3.3 Late Payment

If TENANT fails to make any payment of rent on or before the tenth (10th) day following the established Due Date, TENANT shall pay to LANDLORD a Late Charge of Five Percent (5%) of the amount of such payment. Such Late Charges shall constitute additional rent due hereunder, shall be payable no later than by the next regularly scheduled monthly installment due, without any demand therefore by LANDLORD, and shall be in addition to all other rights and remedies provided to LANDLORD in this Lease or under law.

ARTICLE 4 USE

SECTION 4.1 Permitted Use

TENANT shall exclusively use and occupy the Premises solely for COMPANY OPERATIONS. TENANT shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to LANDLORD or other tenants of the Building. TENANT hereby covenants to continuously operate in the Premises and to do so in a manner befitting a first-class COMPANY OPERATIONS. Without limiting the foregoing, TENANT agrees to keep the Premises open for business between the hours of 8:00 a.m. and 7:00 p.m., Monday to Saturday, and 9:00 a.m. to 7:00 p.m. on Sunday, or such other hours as LANDLORD may designate or agree to from time to time. The Premises shall be well-stocked and fixtured and with an appropriate number and quality of personnel to maximize sales. All counters and display racks and equipment and furniture necessary to provide suitable service shall be professionally designed and installed. All equipment used shall be high quality, safe, fire-resistant (if reasonably possible), and attractive in appearance. The backs of TENANT's fixtures and racks shall not be visible from the exterior of the Premises.

TENANT shall be subject to and agrees to fully cooperate and participate in the purchase and sale of all beverage products during the performance of this Agreement in accordance with any applicable current or future exclusive beverage sales agreement (pouring rights) that the City maintains with any third party or as designated by the City.

SECTION 4.2 Compliance with Laws

- (a) TENANT shall comply with all applicable present and future laws, statutes, ordinances (including zoning ordinances and land use requirements), codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises concerning the use, occupancy, facilities in and condition of the Premises and all machinery, equipment, facilities, entrances thereto, exits there from and furnishings therein (including, without limitation, any requirements for structural changes). It is expressly understood that TENANT, at TENANT's cost and expense, will obtain an occupancy permit for the Premises prior to commencing operations. If any future law, statute, ordinance, code, rule, regulation, or order requires any other occupancy permit or other permit for the Premises or TENANT's operations, TENANT will obtain such permit at TENANT's sole expense. TENANT shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of TENANT to comply with the covenants of this Section.
- (b) TENANT shall be responsible at its own cost for complying with the provisions of the Americans with Disabilities Act or any similar Federal or State, county, municipal or other governing jurisdiction's statute, law, ordinance or code, as they may be amended from time to time, and the rules and regulations which may be adopted thereunder from time to time, as the same may be applicable to the Premises. LANDLORD's approval of any Alteration or other act by TENANT shall not be deemed to be a representation by LANDLORD that said Alteration or act complies with applicable law, and TENANT shall remain solely responsible for said compliance.

SECTION 4.3 Signage

TENANT shall have the right to install, operate and maintain interior signs on the leased space for the purposes of identifying their operation. The number, size location, general type, and design of said signs and the method of installation shall be subject to the prior written approval of the LANDLORD, and shall in all respects comply with all applicable sign ordinances and regulations.

ARTICLE 5 PARKING

TENANT shall have the option to participate in the downtown employee decal parking program. The LANDLORD does not guarantee any parking for tenants and/or tenants' customers and bears no responsibility or liability with respect thereto. The LANDLORD shall make available to TENANT available customer parking validation programs. Customer parking validation programs are subject to written notification by LANDLORD.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

SECTION 6.1 Landlord's Consent Required

- (a) TENANT shall not assign this Agreement or sublet the Premises, either in whole or in part, except following a resolution adopted by the McAllen Board of Commissioners approving such assignment or sublease. No request for, or consent to, such assignment or sublease shall be considered unless

TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. LANDLORD's consent to any such assignment shall not unreasonably be withheld. TENANT may assign all or part of this Agreement without the CITY's consent only if to (1) any party affiliated with COMPANY by reason of controlling, being controlled by or being under common control with the partners or ultimate beneficial owners of COMPANY or (2) any third-party as long as COMPANY, retains more than a 50% ownership interest. However, such an assignment or sublease shall not be effective unless TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. It shall be a condition of any assignment or sublease under this subsection that the assignee or sublessee shall be directly bound to the terms hereof and the performance and duties hereunder.

- (b) Notwithstanding the above, and provided TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified, TENANT may, as required under a franchise agreement, assign this Agreement to the franchisor corporation in order to meet the requirements of such franchise agreement; provided further, that the franchisor shall be directly bound to the terms hereof and the performance and duties hereunder.

ARTICLE 7 MAINTENANCE AND REPAIRS

SECTION 7.1 Maintenance and Repairs

TENANT will keep and maintain the Premises and all fixtures and equipment located therein in a clean, safe and sanitary condition, will take good care thereof and make all required repairs and replacements thereto (whether structural or non-structural, foreseen or unforeseen), will suffer no waste or injury thereto, and will, at the expiration or other termination of the Lease Term, surrender the Premises, broom clean, in the same order and condition they were in on the Lease Commencement Date and ordinary wear and tear excepted. TENANT will take reasonable measure to keep the Premises free from vermin of any sort including, but not limited to insects or rodents. TENANT shall not permit the accumulation of debris or other litter of any type in or upon the Premises. TENANT shall not accumulate or store boxes, cartons, barrels, or other similar items in an unsafe manner in or about the Premises.

SECTION 7.2 Landlord's Maintenance and Repairs

LANDLORD shall endeavor to maintain and keep in repair the roof, foundation, structural components, and exterior walls of the Building and the Building's common areas including the common area heating, ventilating and air conditioning, plumbing, electrical and elevator systems and shall make such repairs as become necessary after obtaining actual knowledge of the need for such repairs or upon the receipt of written notice from Tenant requesting the necessary repairs. The LANDLORD shall be responsible for the construction and completion of restroom facilities in the Building.

SECTION 7.3 Damage Caused by Tenant

All injury, breakage and damage to the Premises and to any other part of the Building caused by any act or omission of TENANT or any agent, employee, subtenant, licensee, contractor, customer, client, family member or invitee of TENANT, shall be repaired by and at the sole expense of TENANT, except that LANDLORD shall have the right, at its sole option, to make such repairs and to charge TENANT for all costs and expenses (including a market rate project management fee) incurred in connection therewith as additional rent hereunder, payable no later than by the next regularly scheduled monthly installment due, without any demand thereof by LANDLORD. The liability of TENANT for such costs and expenses shall be reduced by the amount of any insurance proceeds received by LANDLORD resulting from such injury, breakage or damage.

ARTICLE 8 ALTERATIONS AND TENANT IMPROVEMENTS

SECTION 8.1 As-Is Condition of Premises

The Improvement Work, if any, to be made to the Premises by LANDLORD to make the Premises ready for TENANT's use and occupancy shall be solely provided by Landlord to the extent and subject to the conditions set forth in **Exhibit E** (Landlord's Improvement Work) and **Exhibit F** (the "Work Letter") attached to this Lease. Except as so provided in **Exhibit E** and **Exhibit F**, TENANT agrees to and shall lease the Premises in its "AS IS" condition as of the date of this Lease, and it is understood and agreed that LANDLORD will not make or pay for, and is under no obligation to make or pay for, any structural or other alterations, decorations, additions or improvements in or to the Premises.

SECTION 8.2 Alterations

- (a) The Tenant's Improvement Work is outlined in **Exhibit G** (Tenant's Improvement Work). TENANT will not make or permit anyone to make any alterations, decorations, additions or improvements (herein referred to collectively as "Alterations"), structural or otherwise, in or to the Premises or the Building without the prior written consent of LANDLORD. Drawings for all work, facilities, and alterations, and time required to complete same, shall be subject to written approval from the Transit Director and/or LANDLORD Architect's Office. First-class standards of design and construction comparable to the existing facility will be required in connection with all such work. When granting its consent, LANDLORD may impose any conditions it deems appropriate, including without limitation, the approval of plans and specifications, approval of the contractor or other persons to perform the work, and the obtaining of a performance and payment bond in an amount specified by LANDLORD and specified insurance. All Alterations permitted by LANDLORD must conform to all rules and regulations established from time to time by all laws, statutes, ordinances, codes, rules, regulations and requirements of the federal and/or state, county, municipal or other applicable governments. Without limiting the foregoing, all cable installed by or for TENANT, whether as part of the Tenant Improvement Work or as an Alteration, must be tagged every three (3) feet with an identification tag or other distinguishing mark to clearly identify it as relating to TENANT and/or the Premises, and LANDLORD must be given notice of the location of all such cable as and when it is installed.

- (b) As a condition precedent to such written consent of LANDLORD, TENANT agrees to obtain and deliver to LANDLORD written, unconditional waivers of mechanic's and materialmen's liens against the Building and the Land from all work, labor and services to be performed, and any materials supplied, in connection with any Alterations. It is further understood and agreed that any Alterations, other than those made by LANDLORD directly, shall be conducted on behalf of TENANT and not on behalf of LANDLORD, and that TENANT shall not be deemed to be the agent of LANDLORD. It is further understood and agreed that in the event LANDLORD shall give its written consent to the making of any Alterations, such written approval shall not be deemed to be an agreement or approval by LANDLORD to subject its interest in the Premises, or any leasehold or other interest of TENANT in the Premises, the Building or the Land, to any mechanic's or materialmen's liens which may be filed in connection therewith. If, notwithstanding the foregoing, any mechanic's or materialmen's lien is filed against the Premises, TENANT's interest therein, the Building and/or the Land for work claimed to have been done for, or materials claimed to have been furnished to, the Premises or to TENANT, such lien shall be discharged by TENANT within five (5) days after notice, at TENANT's sole cost and expense, by the payment thereof or by the filing of a bond. If TENANT shall fail to discharge any such mechanic's or materialmen's lien, LANDLORD may, at its sole option, discharge such lien and treat the cost thereof (including attorney's fees incurred in connection therewith) as additional rent payable with the next Fixed Monthly Rent installment payment falling due following written notice by LANDLORD. It is expressly agreed that such discharge by LANDLORD shall not be deemed to waive or release the default of TENANT in not discharging such lien.

SECTION 8.3 Indemnification for Tenant Improvement Work and Alterations

TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIENS, LIABILITIES, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BASED ON OR ARISING DIRECTLY OR INDIRECTLY BY REASON OF THE MAKING OF ANY TENANT IMPROVEMENT WORK BY TENANT OR ALTERATIONS. IF TENANT PERFORMS ANY TENANT IMPROVEMENT WORK OR ALTERATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, LANDLORD SHALL HAVE THE RIGHT TO REMOVE OR CORRECT THE SAME AND TO RESTORE THE PREMISES AND THE BUILDING TO THEIR CONDITION IMMEDIATELY PRIOR THERETO, AND TENANT SHALL BE LIABLE FOR ALL EXPENSES INCURRED BY LANDLORD IN CONNECTION THEREWITH AS ADDITIONAL RENT, PAYABLE NO LATER THAN BY THE NEXT REGULARLY SCHEDULED MONTHLY INSTALLMENT DUE FOLLOWING WRITTEN NOTICE BY LANDLORD.

SECTION 8.4 Ownership and Removal at End of Lease Term

Approved Tenant Improvement Work and Alterations to the Premises or the Building (except for un-fixed furniture, fixtures and equipment solely owned by TENANT), made by either party shall immediately become the property of LANDLORD and shall remain upon and be surrendered with the LANDLORD as part of the Premises at the end of the Lease Term except that if TENANT is not in default under this Lease, TENANT shall have the right to remove, prior to the expiration of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of TENANT. Unless LANDLORD otherwise specifically agrees in writing at or prior to the installation of the same, all data and communications cabling and equipment installed in the Premises for the exclusive use of TENANT, whether originally installed by LANDLORD or by TENANT, shall be removed by TENANT at its own cost and expense upon the expiration or termination of the Lease Term. All damage and injury to the Premises or to the Building caused by such removal shall be repaired by TENANT, at TENANT's sole expense. If such property of TENANT is not removed by TENANT prior to the expiration or termination of this Lease, the same shall be deemed to have been abandoned by TENANT and shall be surrendered with the Premises as a part thereof, which property may be retained by LANDLORD or disposed of at TENANT's expense. TENANT's obligation to pay for any costs incurred by LANDLORD for the disposal of such abandoned property shall survive the expiration or earlier termination of this Lease.

ARTICLE 9 SIGNS

No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed by TENANT on any part of the exterior or the interior of the Premises or the Building except on the directories and the doors of offices and such other areas as are designated by LANDLORD. All signage, advertisements or notices must be only in such place, number, size, color and style as are approved by LANDLORD in its sole and absolute discretion. All of TENANT's signs that are approved by LANDLORD shall be obtained by TENANT at its sole cost and expense and/or installed by LANDLORD at TENANT's sole cost and expense. TENANT shall reimburse LANDLORD for such amount upon written demand from LANDLORD. If any sign, advertisement or notice that has not been approved by LANDLORD is exhibited or installed by TENANT, LANDLORD shall have the right to remove the same at TENANT's expense. LANDLORD shall have the right to prohibit any advertisement of or by TENANT which in LANDLORD's opinion tends to impair the reputation of the Building or its desirability as a high-quality office building, and, upon written notice from LANDLORD, TENANT shall immediately refrain from and discontinue any such advertisement. LANDLORD reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises.

ARTICLE 10 TENANT'S EQUIPMENT

SECTION 10.1 Electrical Capacity

TENANT will not install or operate in the Premises any electrically operated equipment or machinery that utilizes more than the amps described in **Exhibit H**.

SECTION 10.2 Other Infrastructure

TENANT shall not install any equipment of any type or nature that will or may necessitate any changes, replacement or additions to, or in the use of the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or in the Building, without first obtaining the prior written consent of LANDLORD, which consent may be withheld in LANDLORD's sole and absolute discretion. Any machines and mechanical equipment belonging to TENANT which cause noise or vibrations that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to LANDLORD or to any tenant in the Building shall be installed and maintained by TENANT, at TENANT's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to LANDLORD.

SECTION 10.3 Rooftop Communications Equipment

TENANT shall be entitled to place communications equipment on the Building's roof only upon receiving written consent from the LANDLORD. All of the terms of this Lease shall be applicable to TENANT's Communication Equipment as if the Communications Equipment were part of the Premises.

SECTION 10.4 Other Mechanical Equipment

TENANT shall be entitled to place mechanical equipment on the Building's parking decks only upon receiving written consent from the LANDLORD. All of the terms of this Lease shall be applicable to TENANT's Mechanical Equipment as if the Mechanical Equipment were part of the Premises.

ARTICLE 11 INSPECTIONS BY LANDLORD

- (a) TENANT shall permit LANDLORD or its agents or representatives to enter the Premises, at any time and from time to time, without charge therefore to LANDLORD and without diminution of the rent payable by TENANT, to examine, inspect and protect the Premises and the Building, to make such alterations and/or repairs as in LANDLORD's sole judgment may be deemed necessary, or to exhibit the same to prospective purchasers and Mortgagees and, during the last twelve (12) months of the Lease Term or at any time following the initiation of any eviction proceeding, to exhibit the same to prospective tenants. In connection with any such entry, LANDLORD shall endeavor to minimize the disruption to TENANT's use of the Premises, but LANDLORD shall not be required to perform any alterations or repairs or make any entry at a time other than normal working hours.
- (b) The LANDLORD shall have the right, at all times, to raise reasonable objections to the condition of the Premises and the character of the services rendered, and to require that all objectionable practices either be remedied or discontinued within a reasonable time period.

ARTICLE 12 INSURANCE

SECTION 12.1 Tenant's Insurance

TENANT covenants and agrees to procure at its expense on or before the Lease Commencement Date and to keep in force during the Lease Term and any extensions thereof the following insurance naming LANDLORD, its management agent for the Building (the "Building Manager"), any Mortgagee and/or ground lessor of the Building and/or the Land, and TENANT as insured parties: (a) a commercial general liability insurance policy or such successor comparable form of coverage in the broadest form then available (a "Liability Policy") written on an "occurrence basis" including, without limitation, blanket contractual liability coverage, business interruption, automobile, broad form property damage, independent contractor's coverage and personal injury coverage, protecting LANDLORD, the Building Manager, such Mortgagee and/or ground lessor, and TENANT against any liability whatsoever occasioned by any occurrence on or about the Premises or any appurtenances thereto; (b) a fire and other casualty policy (a "Fire Policy") insuring the full replacement value of all Tenant Improvement Work and Alterations, regardless by whom installed, and all of the furniture, trade fixtures and other personal property of TENANT located in the Premises against loss or damage by fire, theft and such other risks or hazard; and (c) a policy of insurance against loss or damage to the major components of the air-conditioning and heating system, flywheels, steam pipes, steam turbines, steam engine, steam boilers and other pressure vessels, high pressure piping and machinery, if any, such as are installed by or on behalf of TENANT in the Premises. Such policies shall also insure against physical damage to the Premises arising out of an accident covered thereunder; such policies are to be written by good and solvent insurance companies, satisfactory to LANDLORD, licensed to do business in the State of Texas, shall have not less than a Best's A+ 10 rating and shall be in such limits and with such maximum deductibles as LANDLORD may reasonably require from time to time. As of the date of this Lease, LANDLORD reasonably requires limits of liability under: (1) the Liability Policy of not less than \$3,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, which coverage may a basic policy of not less than \$1,000,000 and an umbrella coverage of not less than \$2,000,000; (2) the Fire Policy equal to the value of Tenant Improvement Work, Alterations, furniture, trade fixtures and other personal property with a deductible of no more than \$1,000.00; and (3) machinery insurance for full replacement cost of equipment with a deductible of no more than \$1,000.00. TENANT will furnish LANDLORD with such information as LANDLORD may reasonably request from time to time as to the value of the items specified in clause (2) above within ten (10) business days after request therefore. Such insurance may be carried under a blanket policy covering the Premises and other locations of TENANT, if any, provided that each such policy shall in all respects comply with this Article and shall specify (i) that the portion of the total coverage of such policy that is allocated to the Premises is in the amounts required pursuant to this Section and (ii) any sublimits in such blanket policy and such policy shall also specify, or TENANT shall furnish LANDLORD a written statement from the insurer under such policy, that the protection afforded TENANT under any such blanket policy shall be no less than that which would have been afforded under a separate policy relating only to the Premises. Prior to the time insurance under this Section is first required to be carried by TENANT, and thereafter at least fifteen (15) days prior to the expiration date of any such policy, TENANT agrees to deliver to LANDLORD a certificate evidencing such insurance and payment of the premium therefore. Said certificate shall contain an endorsement that such insurance may not be canceled or amended except upon thirty (30) days' prior written notice to LANDLORD. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by TENANT in compliance with this Section shall not modify, reduce, limit or impair TENANT's obligations and liabilities under any and every indemnity by TENANT to LANDLORD set forth in this Lease. TENANT shall name the City of McAllen as an Additional Insured on all required insurance.

SECTION 12.2 Indemnity by Tenant

TENANT SHALL INDEMNIFY, DEFEND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING (I) FROM ANY ACT, OMISSION OR NEGLIGENCE OF TENANT OR ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, EMPLOYEES, GUESTS, INVITEES OR VISITORS IN OR ABOUT THE BUILDING, (II) FROM TENANT'S USE OR OCCUPANCY OF THE PREMISES OR THE BUSINESS CONDUCTED BY TENANT THEREIN, (III) FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY TENANT, (IV) FROM, OR RELATING TO, THE ENFORCEMENT BY LANDLORD OF THE PROVISIONS OF THIS LEASE AS AGAINST TENANT, OR (V) FROM ANY ACCIDENT, INJURY, DEATH, OR DAMAGE, HOWSOEVER AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY, OCCURRING IN OR ABOUT THE PREMISES OR THE BUILDING. THIS PROVISION SHALL NOT BE CONSTRUED TO MAKE TENANT RESPONSIBLE FOR LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTING FROM INJURIES (OR DEATH) TO THIRD PARTIES TO THE EXTENT CAUSED SOLELY AND DIRECTLY BY THE INTENTIONAL MISCONDUCT OF LANDLORD OR ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, EMPLOYEES OR INVITEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

SECTION 12.3 Increases in Insurance Rates

TENANT shall not do or permit to be done any act or thing upon or about the Premises or the Building which will (i) result in the assertion of any defense by the insurer to any claim under, (ii) invalidate, or (iii) be in conflict with, the policies covering the Building, and fixtures and property therein, or which would increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be; and TENANT shall neither do or permit to be done any act or thing, upon or about the Building which shall or might subject LANDLORD to any liability or responsibility for injury to any person or persons or to property; but nothing in this Section shall prevent TENANT's use of the Premises for the purposes stated in this Lease. If, as a result of any act or omission by or on the part of TENANT or violation of this Lease by TENANT, whether or not LANDLORD has consented to the same, the rate of "All Risk" or other type of insurance maintained by LANDLORD on the Building shall be increased to an amount higher than it otherwise would be, TENANT shall reimburse LANDLORD for all increases of LANDLORD's insurance premiums so caused; such reimbursement to be additional rent payable no later than by the next regularly scheduled monthly installment due, without any demand therefore by LANDLORD. If, due to abandonment of or failure to occupy the Premises by TENANT, any such insurance shall be canceled by the insurance carrier, then TENANT shall indemnify LANDLORD, defend and hold it harmless against liability which would have been covered by such insurance. In any action or proceeding wherein LANDLORD and TENANT are parties, a schedule or "make-up" of rates for the Building or Premises issued by the body making fire insurance rates or established by the insurance carrier providing coverage for the Building or Premises shall be presumptive evidence of the facts stated therein,

including the items and charges taken into consideration in fixing the "All Risk" insurance rate then applicable to the Building or Premises.

SECTION 12.4 Notice of Accidents

TENANT shall give LANDLORD notice in case of crimes, solicitations, fire, accidents or other adverse incidents in the Premises or the Building promptly after TENANT is aware of such event.

SECTION 12.5 Waiver of Subrogation

Notwithstanding anything to the contrary contained in this Lease, TENANT agrees that it will, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies (a) waive all right of subrogation against LANDLORD, and any TENANT of space in the Building, with respect to losses payable under such policies, and (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. TENANT shall furnish LANDLORD evidence satisfactory to LANDLORD evidencing the inclusion of said clauses in TENANT's property insurance policies. Provided that LANDLORD's right of full recovery under its property insurance policies is not adversely affected or prejudiced thereby, LANDLORD hereby waives any and all right of recovery which it might otherwise have against TENANT, its servants, agents and employees, for loss or damage occurring to the Building and fixtures, appurtenances and equipment therein to the extent the same is covered by LANDLORD's insurance, notwithstanding that such loss or damage may result from the negligence or fault of TENANT, its servants, employees or agents. TENANT hereby waives any and all claims, rights of recovery, actions and causes of action which it might otherwise have against LANDLORD, its agents, servants and employees, and against every other tenant in the Building which shall have executed a similar waiver as set forth in this Section, for damage to the Premises, any Tenant Improvement Work or any Alterations, or for loss or damage to TENANT's furniture, furnishings, fixtures and other property, by reason of any cause required to be insured against under this Lease, regardless of cause or origin, including the negligence or fault of LANDLORD, its servants, agents or employees, or such other tenant or the servants, agents or employees thereof.

ARTICLE 13 SERVICES AND UTILITIES

SECTION 13.1 Common Area Services and Utilities

- (a) LANDLORD shall furnish designated Common Areas during normal hours of operation of the Building with air-conditioning and heat during the seasons when they are required, and to the extent determined in LANDLORD's reasonable judgment. To maintain proper air balancing and pressurization, TENANT shall keep all of its suite entry doors closed except as actually used for ingress or egress. LANDLORD shall also provide water and electricity to the designated Common Areas, twenty-four (24) hours per day, to the extent determined by LANDLORD. LANDLORD shall have the right to remove elevators from service as may be required for moving freight or for servicing or maintaining the elevators and/or the Building.

- (b) The normal hours of operation of the Building will be 7:00 a.m. to 7:00 p.m. on Monday through Saturday (except legal holidays) and 12:00 p.m. to 5:00 p.m. on Sunday (except legal holidays). There will be no normal hours of operation of the Building on legal holidays, and LANDLORD shall not be obligated to maintain or operate the Building at such times unless special arrangements are made by TENANT. TENANT shall have access to the Building and the Premises twenty-four (24) hours per day, every day of the year, subject to exclusion during emergencies or repairs if, in LANDLORD's sole judgment, such exclusion is necessary. LANDLORD will furnish all services and utilities required by this Lease only during the normal hours of operation of the Building unless otherwise specified herein.
- (c) It is also agreed that if TENANT requires air conditioning or heat beyond the normal hours of operation set forth herein, LANDLORD will furnish such air conditioning or heat provided TENANT gives LANDLORD sufficient advance notice of such requirement, and TENANT hereby agrees to pay for such extra service in accordance with LANDLORD's then current schedule of costs and assessments for such extra service.
- (d) LANDLORD shall provide and maintain public restrooms for use of TENANT and TENANT's employees and patrons and the general public.

SECTION 13.2 Utility Services in Premises

- (a) The LANDLORD shall provide water, gas, electric and sewer connections to the Premises. TENANT shall be responsible for individually metering or submetering, at their sole cost, all utilities to the Premises.
- (b) The LANDLORD shall provide under-slab rough-in plumbing improvements, including drain lines for floor drains. Any costs to alter the existing plumbing improvements will be borne solely by the TENANT. The TENANT shall also be responsible for modifying existing fire sprinkler system and for providing heating, ventilation and air conditioning systems (HVAC) to the Premises.
- (c) TENANT shall design all additional piping and ductwork to obtain a neat and orderly appearance. Locate all above floor piping, ductwork, equipment, etc., in the ceiling space, between or adjacent to the bottom of the structural system above. All other piping and ductwork shall be concealed in walls. Any proposed exposed piping shall be reviewed and approved by LANDLORD prior to placement. Any such utilities shall demonstrate a discrete use and be finished in a manner appropriate to adjacent surfaces.
- (d) All utilities, improvements and construction work shall be in compliance with LANDLORD and all governing codes and regulations including applicable statutes, ordinances, codes, etc. All electrical, HVAC, plumbing, telephone and other similar work shall be tested, inspected and approved as may be required by an agency or utility company having jurisdiction.

ARTICLE 14 LIABILITY OF LANDLORD

SECTION 14.1 No Liability of Landlord

LANDLORD shall not be liable to TENANT, its employees, agents, invitees, licensees, customers, clients, family members or guests for any damage, injury (including death), loss, compensation, claim, or any cause whatsoever, unless such damage to or loss of property shall be caused by negligence or willful misconduct on the part of the LANDLORD or its employees.

SECTION 14.2 Transfer by Landlord

In the event that at any time LANDLORD shall sell or transfer the Building, the LANDLORD shall not be liable to TENANT for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such sale or transfer.

SECTION 14.3 Disputed Payments

In the event that at any time during the Lease Term TENANT shall have a claim against LANDLORD, TENANT shall not have the right to deduct the amount allegedly owed to TENANT from any rent payable to LANDLORD hereunder, it being understood that TENANT's sole method for recovering upon such claim shall be to institute an independent action against LANDLORD.

ARTICLE 15 RULES AND REGULATIONS

SECTION 15.1 Abide by Rules and Regulations

TENANT and its agents, employees, invitees, licensees, customers, clients, family members, guests and subtenants shall at all times abide by and observe the rules and regulations promulgated by LANDLORD and attached hereto as **Exhibit I**, which rules and regulations may be reasonably modified or amended by Landlord upon written notice to Tenant. In addition, TENANT and its agents, employees, invitees, licensees, customers, clients, family members, guests and subtenants shall abide by and observe all other rules or regulations that LANDLORD may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to TENANT and such rules and regulations are not inconsistent with the provisions of this Lease.

SECTION 15.2 Other Tenants

Nothing contained in this Lease shall be construed as imposing upon LANDLORD any duty or obligation to enforce such rules and regulations or the terms, conditions or covenants contained in any other lease as against any other tenant, and LANDLORD shall not be liable to TENANT for the violation of such rules or regulations or lease by any other tenant or its employees, agents, invitees, licensees, customers, clients, family members, guests or subtenants.

ARTICLE 16 DAMAGE OR DESTRUCTION

SECTION 16.1 Casualty

If during the Lease Term the Premises or the Building are totally or partially damaged or destroyed by a casualty, thereby rendering the Premises totally or partially inaccessible or unusable, LANDLORD shall diligently (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved) restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of TENANT or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, until the repair and restoration of the Premises is completed TENANT shall be required to pay rent only for that part of the Premises that TENANT is able to use while repairs are being made, based on the ratio that the amount of usable rentable area bears to the total rentable area in the Premises. LANDLORD shall bear the costs and expenses of repairing and restoring the Premises (with the exception of the Tenant Improvement Work), except that if such damage or destruction was caused by the act or omission of TENANT or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, upon written demand from LANDLORD, TENANT shall pay to LANDLORD the amount by which such costs and expenses exceed the insurance proceeds, if any, received by LANDLORD on account of such damage or destruction. If causation cannot be mutually agreed on by the LANDLORD and TENANT, either a mutually agreeable third-party or a court of competent jurisdiction shall make the determination as to causation.

SECTION 16.2 Limitations on Landlord's Obligations

Notwithstanding anything in Section 17.1 or any other part of this Lease, (a) LANDLORD shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration, and (b) if LANDLORD is obligated to repair and restore the Premises as provided in Section 17.1, LANDLORD shall not be required to repair or restore any Tenant Improvement Work or Alterations to the Premises (regardless of by whom they were made) or any trade fixtures, furnishings, equipment or personal property belonging to TENANT. It shall be TENANT's sole responsibility to repair and restore all such items. However, if requested by TENANT, LANDLORD shall repair any damage to the Tenant Improvement Work or Alterations to the extent TENANT's insurance proceeds are sufficient and are made available to LANDLORD for that purpose.

SECTION 16.3 Right to Terminate

Notwithstanding anything to the contrary contained herein, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if LANDLORD reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if LANDLORD reasonably believes that there will be less than two (2) years remaining in the Lease Term upon the substantial completion of such repairs and restoration, or (d) if a Mortgagee fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, LANDLORD shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to TENANT within sixty (60) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all rent, additional rent, fees, charges, and costs payable hereunder shall be apportioned and paid by TENANT, up to the date of the occurrence of such damage.

ARTICLE 17 CONDEMNATION

If the whole or a substantial part (as hereinafter defined) of the Premises and/or the Building or the use or occupancy of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises (or the use and occupancy thereof) is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), this Lease shall continue in full force and effect, but the rent thereafter payable hereunder shall be equitably adjusted (on the basis of the ratio of the number of square feet of rentable area taken to the total rentable area in the Premises prior to such taking) as of the date title vests in the governmental or quasi-governmental authority. For purposes of this Section, a substantial part of the Premises or the Building shall be considered to have been taken if more than twenty-five percent (25%) of the Premises or Building is rendered unusable as a result of such taking.

ARTICLE 18 DEFAULT BY TENANT

SECTION 18.1 Events of Default

The occurrence of any of the following shall constitute an "Event of Default" by TENANT under this Lease:

- (a) If TENANT fails to make any payment of rent or additional when due or, within ten (10) days after notice is given if no due date otherwise specified in this Agreement.
- (b) If TENANT violates or fails to perform any obligation set forth in Article 7, Section 9.2 or Section 13.1 of this Lease beyond the expiration of any period for performance or request, notice or cure period set forth or referred to therein.
- (c) If (i) TENANT violates or fails to perform any other term, condition, covenant or agreement to be performed or observed by TENANT under this Lease (other than as specified in this Section) and (ii) TENANT has not been given notice of the same or a substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless of whether such earlier violations or failures were cured within the allowed cure period, and (iii) such violation or failure shall continue for thirty (30) days after notice from LANDLORD to TENANT of such violation or failure; provided, however, that if such violation or failure is capable of being cured but is not capable of being cured within such thirty (30) day period despite reasonable diligence, then such thirty (30) day period shall be extended for such reasonable period, not to exceed an additional sixty (60) days, in which TENANT may cure the violation or failure if TENANT commences its cure within the initial thirty (30) day period and prosecutes the cure diligently to completion thereafter. If TENANT has been given notice of the same or a substantially similar violation or failure on two (2) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless whether

such earlier violations or failures were cured within the allowed cure period, then any subsequent violation or failure of the same or substantially similar nature within that twelve (12) month period shall be an Event of Default, without any further notice or cure period being afforded.

- (d) If TENANT abandons the Premises.
- (e) If TENANT or any guarantor (i) is voluntarily adjudicated bankrupt or insolvent, (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or a part of its property, (iii) files a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) admits in writing its inability to pay its debts as they mature.
- (f) If a petition is filed against TENANT or any guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or other statute, law or regulation and shall remain undismissed or unstayed for thirty (30) days, or if any trustee, receiver or liquidator of TENANT or any guarantor, or of all or any substantial part of its properties, shall be appointed without the consent or acquiescence of TENANT or any guarantor and such appointment shall remain unvacated or unstayed for thirty (30) days.
- (g) If any attachment or execution of any type is issued against TENANT or any guarantor, or TENANT's property located on the Premises, or TENANT's rights or interest in the Lease, or guarantor's or TENANT's assets of any type or nature whatsoever, including but not limited to federal, state, or municipal tax liens, and such is not dismissed or released within ten (10) days thereafter, or such lesser time as may be necessary to avoid loss of such property, rights or assets.

SECTION 18.2 Landlord's Rights

If an Event of Default occurs under this Lease, LANDLORD shall have the following rights:

- (a) The right, at its sole option, to terminate this Lease. LANDLORD's exercise of this right, however, in no way represents a waiver of its right to recover from TENANT all rent, additional rent, charges, fees and costs accrued up to the time of termination or recovery of possession by LANDLORD, whichever is later.
- (b) With or without terminating this Lease, LANDLORD may re-enter and take possession of the Premises, and the provisions of this Article shall operate as a notice to quit; any other notice to quit or notice of LANDLORD's intention to reenter the Premises is hereby expressly waived by TENANT. If necessary, LANDLORD may proceed to recover possession of the Premises under and by virtue of applicable Texas laws, or by such other proceedings, including re-entry and possession, as may be applicable.
- (c) In addition, any abated rent provided in this Lease and the leasing commissions paid by LANDLORD in connection with this Lease shall immediately become due and payable by TENANT to LANDLORD.

- (d) Whether or not this Lease is terminated, the Premises may be re-let by LANDLORD for such rent and upon such terms as LANDLORD deems reasonable under the circumstances and, if the full rent provided herein plus the costs, expenses and damages described below shall not be realized by LANDLORD, TENANT shall be liable for all such damages sustained by LANDLORD, including, without limitation, deficiency in fixed and additional rent, return of any and all abated rent and brokerage commissions paid by LANDLORD hereunder, reasonable attorneys' fees, brokerage fees and the expenses of placing the Premises in first-class rentable condition. Any damages or loss of rent sustained by LANDLORD may be claimed and/or recovered by LANDLORD, at LANDLORD's option, at the time of the re-letting(s) or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive re-letting, or, at LANDLORD's option, may be deferred until the expiration of the TENANT's current Lease Term, in which event TENANT hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of the Lease Term. TENANT shall not be entitled to receive any excess of any such rents collected from a third party over the rent reserved herein.
- (e) Enforce any claim or right of action that LANDLORD may have against TENANT for any action or cause of action cognizable under law, including anticipatory breach of this Lease.

SECTION 18.3 Landlord's Right to Cure

If TENANT defaults in the making of any payment or in the doing of any act herein required to be made or done by TENANT, then LANDLORD may, but shall not be required to, make such payment or do such act. If LANDLORD elects to make such payment or do such act, all costs and expenses incurred by LANDLORD, plus interest thereon at the rate of eighteen percent (18%) per annum (or as high an interest rate as is then allowed by applicable law, whichever is higher) from the date paid by LANDLORD to the date of payment thereof by TENANT, payable as additional rent no later than by the next regularly scheduled monthly installment due following written notice by LANDLORD. The making of any payment or the taking of such action by LANDLORD shall not be considered as a cure of such default by TENANT or prevent LANDLORD from pursuing any remedy it is otherwise entitled to pursue in connection with such default.

SECTION 18.4 Attorney's Fees

If, as a result of any alleged breach or default in the performance of any of the provisions of this Lease, LANDLORD uses the services of an attorney in order to secure compliance with such provisions or recover damages therefore or possession of the Premises, or if LANDLORD is made a party to any action as a result of any alleged act or failure to act of TENANT, then TENANT shall reimburse LANDLORD upon written demand for any and all reasonable attorneys' fees and expenses so incurred by LANDLORD, payable no later than by the next regularly scheduled monthly installment due.

SECTION 18.5 Landlord's Rights Cumulative

All rights and remedies of LANDLORD set forth herein are in addition to all other rights and remedies available to LANDLORD at law or in equity. All rights and remedies available to LANDLORD hereunder or at law or in equity are expressly declared to be cumulative. The exercise by LANDLORD of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.

ARTICLE 19
DELIVERY AT END OF LEASE TERM

On the date of the expiration or termination of the Lease Term, TENANT shall quit and surrender the Premises broom clean and in good condition and repair (ordinary wear and tear and insured damage by fire or other casualty excepted), together with all the Tenant Improvement Work and any Alterations that may have been made in or attached to the Premises, but otherwise empty, unless otherwise directed by LANDLORD pursuant to Section 9.4 hereof.

ARTICLE 20
TENANT'S QUIET ENJOYMENT;
LANDLORD'S RESERVATION OF RIGHTS

SECTION 20.1 Quiet Enjoyment

LANDLORD covenants that it has the right to make this Lease for the Lease Term and that if TENANT shall pay all rent when due and punctually perform all of the covenants, terms, conditions and agreements of this Lease to be performed by TENANT, TENANT shall have the right, during the Lease Term, to freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by LANDLORD or any party claiming through or under LANDLORD, subject to the provisions of this Lease.

SECTION 20.2 Landlord's Reservation of Rights

LANDLORD hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by TENANT): (a) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the design or configuration of the Building; (b) to erect, use, and maintain pipes and conduits in and through the Premises; and (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building. LANDLORD may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of TENANT or of TENANT's use or occupancy of the Premises.

ARTICLE 21
GENERAL PROVISIONS

SECTION 21.1 No Representations

TENANT acknowledges that neither LANDLORD nor any broker, agent or employee of LANDLORD has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by TENANT except as herein expressly set forth.

SECTION 21.2 No Partnership

Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between LANDLORD and TENANT, or to create any other relationship between the parties hereto other than that of LANDLORD and TENANT.

SECTION 21.3 Notices

(a) Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered (which term includes delivery by overnight courier services) or sent by United States Mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below:

Tenant's Address for Notices:

Diana Montoya Santiesteban
EL MUCHACHITO ALEGRE MARISCOS EXPRESS LLC
221 S. 15th St, Suite B-1
McAllen, TX 78501
(956) 432-7570
(702) 826-7853

Landlord's Address for Notices:

City of McAllen
Attn: City Manager
P.O. Box 220
McAllen, TX 78505-0220

City of McAllen
Attn: City Attorney
P.O. Box 220
McAllen, TX 78505-0220

- (b) Either LANDLORD or TENANT shall have the right from time to time to designate by written notice to the other party such other persons or places in the United States as LANDLORD or TENANT may desire written notice to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two copies of any such notice, demand, or request required or permitted hereunder.
- (c) Any notice, demand, or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice, demand or request is hand-delivered or (ii) on the third (3rd) day after the mailing of such notice, demand or request in accordance with the preceding portions of this Section.

SECTION 21.4 Familiarity and Compliance with Terms

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

SECTION 21.5 Successors and Assigns

The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof prohibiting or restricting assignment or subletting by TENANT.

SECTION 21.6 Entire Agreement; Amendments

This Lease contains the entire agreement of the parties, and no representations, inducements or agreements, oral or otherwise, not contained in this Lease shall be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

SECTION 21.7 Governing Law; Jurisdiction and Venue

This Lease shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws. Venue shall be in the County of Hidalgo.

SECTION 21.8 Time of Essence

TIME IS OF THE ESSENCE WITH RESPECT TO THE CARRYING OUT BY TENANT OF EACH TERM OR PROVISION OF THIS LEASE TO BE PERFORMED BY TENANT.

SECTION 21.9 Conflict

In the event of any conflict between the main text of this Lease and any Exhibit hereto, the provisions of the main text of this Lease shall prevail unless otherwise stated.

SECTION 21.10 Force Majeure

In the event that either party shall be directly or indirectly delayed or hindered in or prevented from the performance of any act or obligation required of it under this Lease by reason of acts of God, labor strike, lockout, inability to procure materials, failure of power, riot, insurrection, war or warlike act, terrorist act, utility blackout or brownout, legal requirement or other reason not within the reasonable control of that party, then performance of such act or obligation by that party shall be excused for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall not apply to or affect any rental or other monetary obligation hereunder or TENANT's obligation to vacate the Premises at the expiration or termination of the Lease Term.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease as of the day and year first above written.

LANDLORD

TENANT

CITY OF McALLEN

EL MUCHACHITO ALEGRE MARISCOS EXPRESS LLC

Isaac J. Tawil
City Manager

Diana Montoya, Managing Member

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to Form Only:

Evaristo Garcia, Jr.
Deputy. City Attorney

INDEX OF EXHIBITS

Exhibit "A"	Area Map
Exhibit "B"	Food Court Layout
Exhibit "C"	Rental Rates
Exhibit "D"	Annual Operating Charges
Exhibit "E"	Landlord's Improvement work
Exhibit "F"	Work Letter
Exhibit "G"	Tenant's Improvement Work
Exhibit "H"	Electrical Service Entrance Diagram
Exhibit "I"	Building Rules and Regulations

EXHIBIT A

AREA MAP



McAllen Downtown Parking Garage AREA MAP

- Lots 13 - 18, Block 21 Original Townsite
- 201 S. 15th St.

 The Project



EXHIBIT B **FOOD COURT LAYOUT**

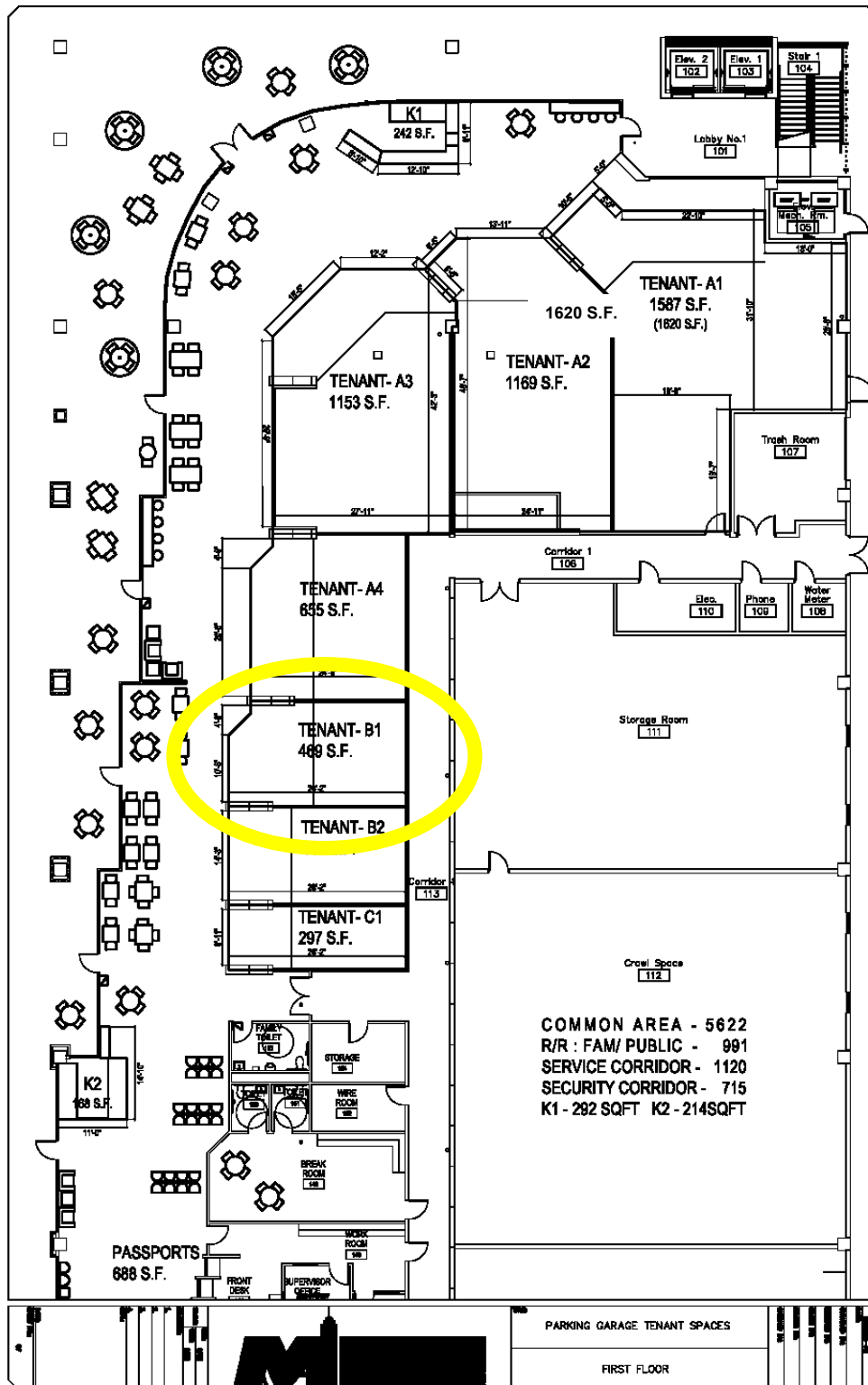


EXHIBIT C
RENTAL RATES

Lease Year	Space	Leased Space (Square Feet)	Annual Base Rent	Annual CAM	Total Annual Rent	Monthly Rent
1	B-1	469	\$7,386.75	\$2,110.50	\$9,497.25	\$791.44
2	B-1	469	\$9,849.00	\$2,814.00	\$12,663.00	\$1,055.25
*3	B-1	469	\$9,849.00	\$2,814.00	\$12,663.00	\$1,055.25
*4	B-1	469	\$9,849.00	\$2,814.00	\$12,663.00	\$1,055.25
*5	B-1	469	\$9,849.00	\$2,814.00	\$12,663.00	\$1,055.25

*** LANDLORD shall have the option to revise the rents, fees and other charges for the first and/or second Renewal Terms as outlined in Section 2.3(b).**

EXHIBIT D

ESTIMATED ANNUAL OPERATING CHARGES

AUGUST 01, 2026 THRU JULY 31, 2027

SQUARE FOOTAGE BREAKDOWN	
	FT ²
Tenant Space	6,188
Vital & Passport Office	688
Downtown Services Offices	1,917
COMMON AREA	8,448
TOTAL	17,241

COMMON AREA MAINTENANCE FEES	
Non-Exempt	
1 FT Custodian	18,408
COMPENSATION	18,408
Operating	1,250
Janitorial	4,845
SUPPLIES	6,095
Utilities Electric	20,990
Utilities Water	2,637
OTHER SERVICES & CHARGES	23,626
Facilities	4,827
MAINTENANCE	4,827
Common Area Maintenance Costs	52,956
Annual CAM Fee Per Sq. Ft.	6

EXHIBIT E
LANDLORD'S IMPROVEMENT WORK

- A. Interior finish-out shall include:
1. Concrete slab and structural system ;
 2. Ceiling system over required common areas;
 3. HVAC system and fire sprinkler system within all common areas;
 4. Rough-in utilities including electrical, water, gas, sanitary sewer, etc.;
 5. Common area furniture, flooring and lighting;
 6. Public Restrooms.
- B. Exterior finish-out shall include:
1. Concrete slab and structural system with exterior masonry;
 2. Exterior walls with storefront system including windows and doors;
 3. Exterior canopy systems;
 4. Lighting, sidewalks and landscaping;
 5. Outdoor Ceiling Fans;
- C. Landlord shall provide Design Criteria and/or Standards for Tenant Improvements intended to provide the Tenant with criteria necessary for design and construction of the improvements at the Premises;
- D. Landlord shall approve all intended Tenant Improvements prior to commencement of any improvements at the Premises:
- E. In every instance where responsibility is not specifically indicated to be provided by Landlord with respect to supplying or paying for the labor, materials, fees or any other item involved, it is to be assumed that said expense shall be entirely the responsibility therefore of the Tenant;
- F. Landlord maintains the right to reject and or approve all proposed improvements at the Premises.

EXHIBIT F
WORK LETTER

1. Plans

Preparing the Plans. Prior to commencing any Tenant Improvement Work (as hereinafter defined) in the Premises, Tenant shall deliver to Landlord:

- (a) proposed space plans and preliminary drawings by no later than 7/1/2026;
- (b) proposed drawings, plans and specifications for all work to be performed, said drawings, plans and specifications to be initialed by Tenant to indicate Tenant's approval and otherwise to be in form and substance sufficient to be submitted to the government having jurisdiction over the Building as part of an application for a building permit, including (without limitation) being stamped as approved by an architect registered in the jurisdiction in which the Building is located; and
- (c) final drawings, plans and specifications for all work to be performed, which must be initialed by Tenant to indicate Tenant's approval.

Each of the foregoing shall in turn be subject to Landlord's approval before the next submission is made, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall revise its drawings, plans and specifications and resubmit them to Landlord within (5) business days after Tenant's receipt of Landlord's comments. This procedure shall be repeated until Landlord's approval is granted. The foregoing drawings, plans and specifications, once approved in accordance with the foregoing procedure, are hereinafter referred to as the "Plans." Tenant shall use its own architect(s), engineer(s) and/or other design professionals to prepare the Plans on its behalf.

Adequacy and Legal Sufficiency. Notwithstanding its review of the drawings, plans and specifications, Landlord makes no representation or warranty as to the completeness or accuracy of the Plans or their legal sufficiency, and Landlord shall have no liability for or in connection with any other deficiency in the Plans. Tenant agrees to look solely to its architect, engineer and other design consultants in that regard.

Changes to the Plans. Tenant shall not be entitled to make any changes to the Plans without Landlord's approval. Landlord's consent to changes shall not be unreasonably withheld, conditioned or delayed. All changed shall be reviewed and constructed at Tenant's sole cost and expense.

Tenant Improvement Work. As used in this Work Letter, "Tenant Improvement Work" means all work shown on the Plans, as they may be amended from time to time in accordance with the terms of this Work Letter.

- 2. Construction Service.** All work requested by Tenant and approved by Landlord for the Tenant Improvement Work shall be performed by the general contractor selected by Tenant. Tenant shall enter into its own contract with the general contractor.

3. Allocation of Costs.

Tenant's Responsibility. The cost of all Tenant Improvement Work shall be Tenant's responsibility.

EXHIBIT G
TENANT'S IMPROVEMENT WORK

A. Design

1. Architectural Drawings, to include:
 - a. Plan indicating any selective demolition;
 - b. Floor Plan and Enlarged Floor Plan when appropriate;
 - c. Reflected Ceiling Plans ;
 - d. Room Finish Schedule including proposed flooring, wall and ceiling components with specifications and/or photographic representations;
 - e. Samples of finished materials;
 - f. Fixture, Furniture and Equipment Plan with cut-sheets, specifications and/or photographic representations;
 - g. Signage submittal with dimensions and colored photographic representation to scale for approval by City personnel;
 - h. Any other special equipment proposed within tenant space or on façade;
2. Sealed Mechanical, Electrical and Plumbing Drawings, to include:
 - a. HVAC Plan, Schedules and Details;
 - b. Electrical Power and Lighting Plan, Schedules and Details;
 - c. Plumbing Plan, Schedules and Details;
 - d. Cut-sheets, samples and/or photographic representations of Mechanical, Electrical and Plumbing fixtures and finish devices;
 - e. Engineered fire sprinkler system.
3. MEP components to be equal or better to City's installations at this facility;
4. Structural plans if necessary.

B. Finish-out

1. 5/8" fire-code or greater gypsum board (number of layers and UL system as required by local and state codes for proper rating at all partitions including demising partitions);
2. All gypsum board to be taped, floated/textured and painted;
3. Laminate clad, solid core wood doors with necessary hardware to be equal or better to City's installations at this facility;
4. Electrical and telecommunication components to be equal or better to City's installations at this facility;
5. Fire sprinkler heads, lines and components to be equal or better to City's installations at this facility;
6. Air conditioning ducts, tape, grills, registers and other components to be equal or better to City's installations at this facility.

EXHIBIT H **ELECTRICAL SERVICE ENTRANCE DIAGRAM**

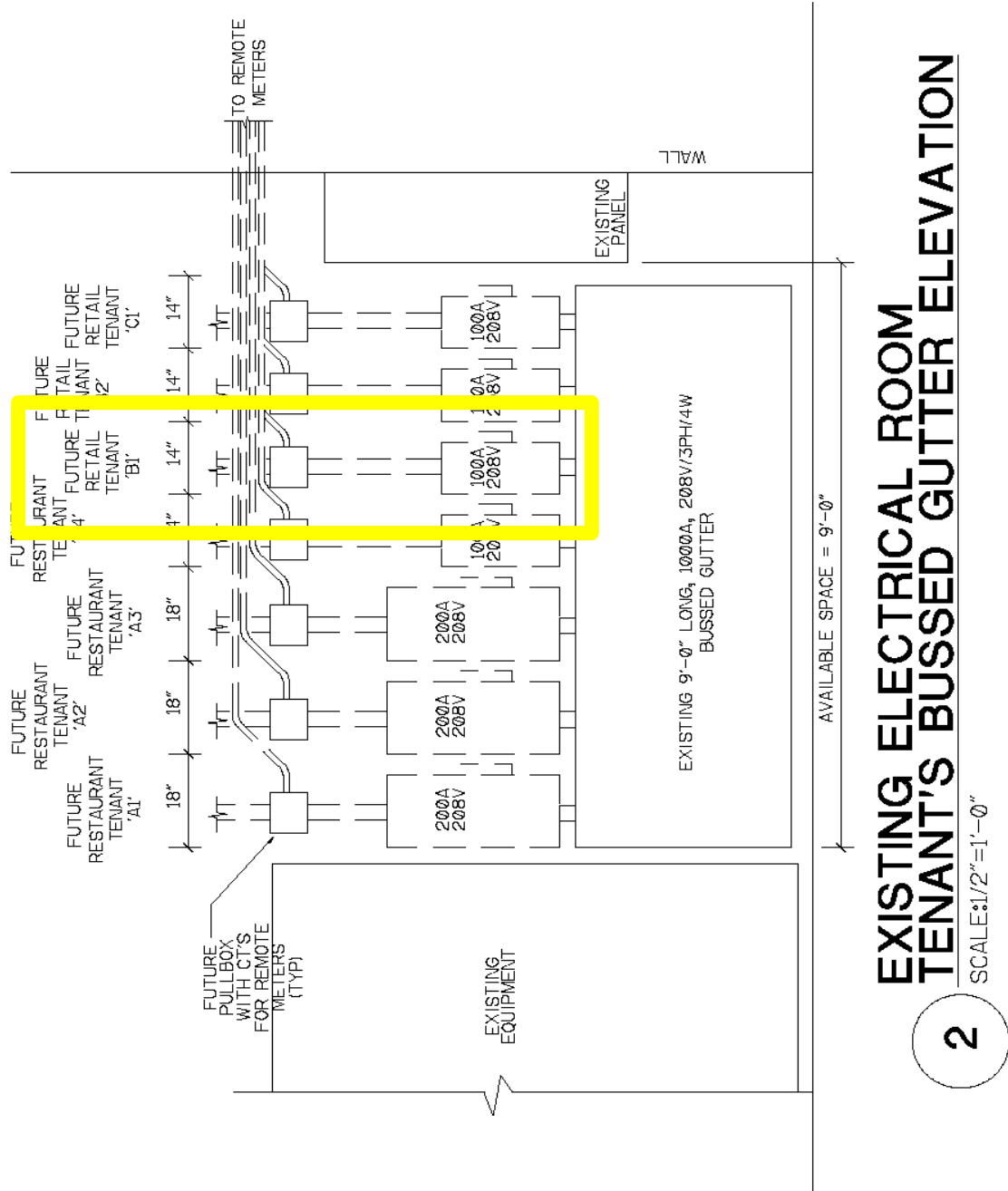


EXHIBIT I
BUILDING RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, but all rules and regulations shall be subject to a tenant's own lease. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
 - A. Not to use any equipment, machinery or advertising medium which may be heard outside the Premises.
 - B. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - C. Not to solicit business in the common or public areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common or public areas.
 - D. Except for packages delivered by small package couriers, not to receive or ship articles of any kind outside the designated lading area of the Building or other than during the designated loading times.
 - E. Not to employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties.
 - F. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, or any other part of the Property.
 - G. Not to permit any signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord.
 - H. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
 - I. Not to permit or encourage any loitering in or about the Premises.
 - J. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.
 - K. Not to install or permit the installation of any writing for any purpose on the exterior or the Premises or the Building.
 - L. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
 - M. Not to bring in or keep any firearms in the Premises or the Building.
 - N. Not to purchase merchandise or service from a company or person whose repeated violations of building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants.
 - O. Not to bring any bicycles, motor scooters or other vehicles into the Building (except as permitted by those provisions of the Lease allowing use of the garage).
 - P. Not to install or permit the installation in the Premises of any coin-or token-operated vending machine or similar device in any areas of the Premises.

Q. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness and customer service in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Property.
3. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into or out of the Building, or due to the same being in or upon the Premises, shall be repaired by and at the sole cost of Tenant. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. All moving or furniture, equipment and other materials shall be under the direct control and supervision of Landlord who shall not, however, be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks adjacent to the Building any of Tenant's furniture, equipment or other materials delivered or deposited.
4. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.
5. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building Manager. Landlord may at its option require all persons admitted to or leaving the Building to register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons.
6. Tenant shall notify Landlord in writing of any necessary maintenance or repairs as defined in Section 8.2.

EXHIBIT J

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA City of McAllen Transit Department in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction

sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA City of McAllen Transit Department in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39 (i) (11).

D. Federal Changes

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Civil Rights

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, - "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Disadvantaged Business Enterprise

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.09%.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of McAllen deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of McAllen. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
4. The contractor must promptly notify the City of McAllen, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of McAllen.

G. Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of McAllen requests, which would cause the City of McAllen to be in violation of the FTA terms and conditions.

H. Suspension and Debarment

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into by signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 - a. The certification in this clause is a material representation of fact relied upon by the City of McAllen. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of McAllen, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
 - b. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. McAllen Transit Department or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

I. Energy Conservation

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Distracted Driving

1. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

K. Seat Belt Use

1. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company - owned vehicles, company - rented vehicles, or personally operated vehicles. The terms “company-owned” and “companyleased” refer to vehicles owned or leased either by the Contractor

L. Prohibition of Certain Telecommunications Equipment

1. The Purchaser is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.B.

DATE SUBMITTED

06/26/2026

MEETING DATE

7/13/2026

1. Agenda Item: Award of Contract for Professional Engineering Services for the New Golf Course Improvements (Project No. 07-26-S95-01).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Staff seeks to award a professional engineering services contract for site infrastructure improvements related to the development of the City's new golf course.
5. Fiscal Impact Summary:
520-5152-464-63-45-000000 \$2,312,000 Other Services & Charges/Professional

Contract Amount: \$316,257.00
6. Budgeted: Yes

Bid Amount:	<u>\$316,257</u>	Budgeted Amount:	<u>\$2,312,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Luis Hernandez	Created/Initiated - 06/26/2026
Eduardo Mendoza	Approved - 06/30/2026
Carlos Espinosa	Approved - 06/30/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Approved - 07/10/2026
Martin Canales	New -
8. Staff Recommendation: Staff recommends award of contract to ***Cruz-Hogan Consultants, Inc. of McAllen, Texas*** in the amount of ***\$316,257.00***
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



MEMORANDUM

To: Isaac J. Tawil, City Manager

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

Date: July 13, 2026

Subject: **Award of Contract for Professional Engineering Services: New Golf Course Improvements (Project No.: 07-26-S95-01)**

Goal

Consideration and approval of Civil Engineering Services with Cruz-Hogan Consultants under Contract No. 08-25-S89-557, "General Civil Engineering Services Pool." The proposed services will support the design of civil infrastructure improvements for the City's new golf course project.

Explanation

The scope of services includes design of potable water, sanitary sewer, site drainage, drainage channel grading, reclaimed water distribution. The consultant will also perform required surveying, agency coordination. Deliverables include full development of construction documents and general construction representation. The consultant is included in our professional services rotation previously approved by City Commission

Staff successfully negotiated a fee of \$316,257.00, or roughly 9% of the estimated cost of civil infrastructure improvements.

Options

1. Approve award of contract.
2. Disapprove award of contract and request staff renegotiate the fees.
3. Cease negotiations and authorize staff to commence negotiations with the next firm on rotation.

Recommendation

Staff recommends award of contract to ***Cruz-Hogan Consultants, Inc., of McAllen, Texas*** in the ***total amount of \$316,257.00***. Staff further recommends authorizing any future work authorizations as required for the project development, subject to budget availability and approval by the City Manager.

**CONTRACT AGREEMENT
FOR
ENGINEERING/PROFESSIONAL SERVICES**

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the **13th** day of **July** in the year **2026**, between the CITY OF MCALLEN, hereinafter called the OWNER and **Cruz-Hogan Consultants, LLC.**, hereinafter called the ENGINEER for **City of McAllen New Golf Course**, hereinafter called the PROJECT.

PART II. ENGINEERING FEES

FOR BASIC SERVICES

There shall be a flat fee of **\$316,257**.

PART III. TERM OF AGREEMENT

This agreement shall be in effect for **365-calendar days, through July 13, 2027**.

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:

Eduardo Mendoza, P.E., P.T.O.E., Director of Engineering
PO Box 220
McAllen, TX 78505-0220

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

Cruz-Hogan Consultants, Inc.
Attn: Ronnie Cruz, President
605 E. Violet Avenue, Suite 1
McAllen, Texas 78574

PART V. TERMS AND CONDITIONS

ARTICLE 1. - ENGINEER'S 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 Preliminary Design 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.

The duties and responsibilities of ENGINEER during this Phase are amended and supplemented as indicated in Exhibit A "Scope of Services".

1.3 Design Phase

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

1.3.1 In consultation with OWNER and on the basis of the Preliminary Design Phase, 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.

1.3.6 Furnish one (1) copy of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during this Phase are amended and supplemented as indicated in Exhibit A "Scope of Services".

1.4 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Submit one (1) bid package to OWNER consisting of the following:

- (a) signed set of construction plans bearing the seal of the engineer of record
- (b) signed set of project specifications and applicable special project provisions bearing the seal of the engineer of record
- (c) signed Engineer's Opinion of Probable Construction Costs bearing the seal of the engineer of record
- (d) bid form identifying project element item descriptions, respective unit of measure, and estimated quantities to be compensated in accordance with the proposed scope of work and contract documents

1.4.2 Attend and participate in a pre-bid conference coordinated by OWNER, inviting all prospective bidders and prospective subcontractors to discuss all aspects and requirements to the proposed work.

1.4.3 Prepare formal response(s) to bid clarification inquiries during the project solicitation period. Formal response(s) will be compiled for all addenda issued by the OWNER. Obtain OWNER'S approval prior to issuance of addenda which affect the scope of the project or significantly alters the project as approved by OWNER.

1.4.4 Review responsive bids with the OWNER and provide ENGINEER'S concurrence for recommendation of the award of contract to the OWNER.

1.4.5 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called Contractor(s)) for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.6 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

The duties and responsibilities of ENGINEER during this Phase are amended and supplemented as indicated in Exhibit A "Scope of Services".

1.5 Construction Phase – General Construction Representation

During the Construction Phase, ENGINEER shall:

1.5.1 Perform the duties and discharge the responsibilities stated in project specifications after receiving written authorization to proceed with construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in Project Specifications shall not be modified, except to the extent provided Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided except as otherwise provided in writing.

1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the

progress of the work, and shall notify OWNER of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.

1.5.3 Review and approve or take other appropriate action in respect of Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto: determine the acceptability of substitute materials and equipment proposed by Contractor(s): and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the Contract Documents.

1.5.4 Issue all instructions of OWNER to Contractor(s): issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority as OWNER'S representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work: but ENGINEER shall not be liable for the results of any such interpretation or decisions rendered by him in good faith.

1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules in conjunction with the OWNER, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price.

1.5.6 Conduct an inspection with the OWNER to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), by any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.5.5.

1.5.7 Revise contract drawings, with the assistance of the Contractor and OWNER. Provide OWNER with one (1) set of record drawings.

1.5.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.5.1 through 1.5.8, inclusive, shall be construed to release ENGINEER from liability for failure, to properly perform duties undertaken by him in the Contract Documents.

The duties and responsibilities of ENGINEER during this Phase are amended and supplemented as indicated in Exhibit A "Scope of Services".

1.6 Period of Service

1.6.1 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 Preparing documents for alternate bids requested by OWNER for Contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

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

2.1.7 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.

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

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

2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of Contractor(s); (3) prolongation of the contract time of any prime contract by more than sixty (60) days; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default of Contractor(s).

2.1.11 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).

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

2.2 Resident Services During Construction

2.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in Paragraph 5.1.2.3.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4 If OWNER designates another person to represent OWNER at the Project Site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

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 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4 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.

3.5 Examine all studies, reports, sketches, Drawings, 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.

3.6 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s). Such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulations applicable to their performance of the work.

3.7 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).

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

3.9 Perform project inspections and coordinate construction material testing as required, furnishing pertinent inspection documentation and construction materials testing results to the ENGINEER.

3.10 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") as follows:

Preliminary Design Phase	Not to Exceed 20%
Design Phase	Not to Exceed 75 %
Bidding Phase	Not to Exceed 80%
Construction Phase	Not to Exceed 95 %
As-Built Drawings	100%

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.

6.3 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.

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 additionally 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 low 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 be 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:

ENGINEER:

Isaac J. Tawil, City Manager

Ronnie Cruz, P.E., President
Cruz-Hogan Consultants, Inc.

ATTEST:

PURCHASING DEPARTMENT:

Perla Lara, City Secretary

Gerardo Noriega, CPPB
Director of Purchasing & Contracting

APPROVED AS TO FORM

Austin Stevenson, City Attorney

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES
AND RELATED MATTERS

STANDARD INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

The Certificate of insurance should be made to the City of McAllen, P.O. Box 220, McAllen, TX 78505-0220, (1300 Houston, McAllen, Texas 78501) and should reference the operation.

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 this 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.

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

- A. **Professional Liability Insurance:** Coverage of at least \$1,000,000 on a “Claims Made Basis”. This coverage shall remain in effect for a two (2) year period following the expiration of the contract with the City. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of McAllen.
- B. **Comprehensive Commercial General Liability:** The Respondent/Selected Firm shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of McAllen and shall name the “City of McAllen” as an additional insured. The policy of insurance shall be written on an “occurrence” form.
- C. **Business Automobile Liability:** The Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of McAllen and shall name the “City of McAllen” as an additional insured. **Umbrella/ Excess Liability:** ARCHITECT/ENGINEER shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Employer’s Liability and Auto Liability.

STANDARD INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES
Continued:

Workers' Compensation: The ARCHITECT/ENGINEER 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 \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the ARCHITECT/ENGINEER in said policy for Worker's Compensation Insurance. Contractor shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The City of McAllen is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability Insurance) as additional insured. In addition, a Waiver of Subrogation Endorsement shall be provided by the ARCHITECT/ENGINEER on all certificates of insurance.

Deductible Clause: ARCHITECT/ENGINEER to declare self-insured retention or deductible amounts.

All insurance carriers shall be published on A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above. 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.

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.C.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Award of Construction Engineering and Inspection Services for the Construction of the FM2220 (Ware Road) Underpass Trail Passing (Project No. 05-26-S50-620).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Consideration and approval of a Professional Services Agreement with B2Z Engineering, LLC, for Construction Engineering and Inspection (CE&I) Services, including construction contract administration, construction management and inspection, and construction materials testing (QC/QA), for SOQ No. **05-26-S50-620**.
5. Fiscal Impact Summary: Account No. 110-8702-436-66-36-IR2601 Budget \$3,835,000
Budget amendment is presented in item 4C \$2,199,355
\$6,034,355

Approved Subject to a Budget Amendment of \$2,199,355.
Funding Source: Development Corp. Fund

6. Budgeted: Yes
Budget Amendment

Bid Amount:	<u>\$624,915.44</u>	Budgeted Amount:	<u>\$3,835,000</u>
	<u>\$2,199,355</u>		<u>\$2,199,355</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
	<u>\$0.00</u>		<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
			<u>\$0.00</u>

7. Routing:

Jose Perez	Created/Initiated - 07/01/2026
Eduardo Mendoza	Approved - 07/02/2026
Angie Rodriguez	Approved - 07/07/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Final Approval - 07/10/2026

8. Staff Recommendation: Staff recommends approval of the Professional Services Agreement with B2Z Engineering, LLC, for Construction Engineering and Inspection (CE&I) Services in the amount of \$624,915.44. These services will be provided throughout the construction of the FM 2220 (Ware Road) Pedestrian Underpass Crossing Project and include construction contract administration, construction management and inspection, and construction materials testing (QC/QA).

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



ENGINEERING DEPARTMENT MEMORANDUM

To: Isaac J. Tawil, City Manager

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

Date: July 13, 2026

Subject: **Consideration and Award of Construction Engineering and Inspection Services for the Construction of the FM2220 (Ware Road) Underpass Trail Passing (150 Feet North of Houston Avenue).**

GOAL

Consideration and approval of a Professional Services Agreement with B2Z Engineering, LLC, for Construction Engineering and Inspection (CE&I) Services, including construction contract administration, construction management and inspection, and construction materials testing (QC/QA), for SOQ No. **05-26-S50-620**.

EXPLANATION

The Engineering Department received Statements of Qualifications (SOQs) from five (5) firms in response to SOQ No. 05-26-S50-620. Following the evaluation process, the selection committee determined that B2Z Engineering, LLC, was the most highly qualified firm to provide the required services.

The City successfully negotiated a fair and reasonable scope of services and fee with B2Z Engineering, LLC. The total negotiated contract amount is **\$624,915.44** for the anticipated duration of the project. The negotiated fee is within the City's estimated budget for CE&I services and is consistent with the project budget.

A summary of the negotiated fees is provided below. A detailed scope of services and fee schedule are attached for your review. This project also requires a budget amendment, which is presented under Agenda Item 4.C. The construction cost for the project is **\$4,975,121,73**.

	Fee	Percent
Construction Contract Administration.	\$ 102,802.72	2.10%
Construction Management and Inspection.	\$ 382,897.72	7.70%
Construction materials testing (QC/QA)	\$ 139,215.00	2.80%
Total	\$ 624,915.44	12.60%

OPTIONS

1. Approve the Professional Services Agreement with B2Z Engineering, LLC, in the amount of \$624,915.44 for CE&I Services.
2. Disapprove the Professional Services Agreement and provide further direction to staff.

RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with B2Z Engineering, LLC, for Construction Engineering and Inspection (CE&I) Services in the amount of **\$624,915.44**. These services will be provided throughout the construction of the FM 2220 (Ware Road) Pedestrian Underpass Crossing Project and include construction contract administration, construction management and inspection, and construction materials testing (QC/QA).



Exhibit D

FM 2220 (Ware Rd.) Underground Trail Passing - CEI & CMT

Construction Phase Services (FC320)

Work Authorization No. 1

[illegible]

City of McAllen Construction Management Services (FC320)			MANHOURS									
			Sr. Construction Engineer/Manager	Construction Manager (PE/PMP)	Environmental Specialist	Construction Superintendent	Construction Inspector	Construction Record Keeper	CADD Operator	Admin/Clerical	Total Hours	Total Line Item Cost
TASKS												
Construction Inspection												
	1	On-Site Inspection During Construction Activities & Documentation in Project Diary				500	1250	120		1870	\$217,622.20	
	2	Coordination with the Public and Adjacent Property Owners on Construction Inconveniences	12			30				42	\$6,751.14	
	3	Inspect storm water pollution prevention plan (SW3P) best management practice's (BMP's), as well as Compliance with Requirements of environmental permits issues and commitment (EPIC) Sheets			26	8				34	\$4,372.82	
	4	Verify Daily Pay Sheets & Assure Compliance of Materials Delievered to the Job Site Meet Specifications (Including Buy America Act)				70		180		250	\$28,095.10	
	5	Maintain Job Safety Measures & Implement OSHA Requirements Including Day and Night Inspection of Barricades				20		8		8	\$4,258.12	
	6	Develop and Oversee Completion of a "Project Punch List" with the City of McAllen RPIC & Contractor's Representative	4	2		10		2		6	\$3,321.64	
		Subtotal Labor Hours	16	2	26	638	1250	310	0	14	2256	\$264,421.02
Construction Management (Post Construction)												
	1	Prepare a Final Estimate for Project Close-Out & Release of Retainage	4	2		4		8		8	26	\$3,234.02
	2	Prepare and Provide all Close-Out Documents to City of McAllen RPIC	4			28		44		12	88	\$10,173.60
	3	Coordinate Final Acceptance of Project	6	4		4					14	\$2,627.70
		Subtotal Labor Hours	14	6	0	36	0	52	0	20	128	\$16,035.32
Miscellaneous Technical Activities												
	1	Coordination w/ Engineer of Record for Shop Drawing Review as Appropriate	16	8		6		6			36	\$6,414.26
	2	Coordination w/ City of McAllen RPIC, City of McAllen Engineering Dept. & PUB Personnel, and other utility owners on Relocation of Utilities in Conflict & Placement of New Utilities	16	6		68					90	\$14,176.02
	3	Track Utility Relocations and Plot Final Facility Locations on the Final As-Built Plans (if any)	8			16			20	4	48	\$6,030.12
	4	Monthly Reporting/Presentation to City of McAllen & HCMPO (as needed)	20	14		12				4	50	\$9,015.02
		Subtotal Labor Hours	60	28	0	102	0	6	20	8	224	\$35,635.42
Total Labor Hours			350	158	26	1052	1274	614	70	296	3840	
Hourly Base Rates			\$ 62.00	\$ 60.00	\$ 37.00	\$ 42.00	\$ 32.00	\$ 30.00	\$ 26.50	\$ 23.00		
Contract Rate FY2026			\$ 208.87	\$ 202.13	\$ 124.65	\$ 141.49	\$ 107.80	\$ 101.06	\$ 89.27	\$ 77.48		
Total Costs			\$ 73,104.50	\$ 31,936.54	\$ 3,240.90	\$ 148,847.48	\$ 137,337.20	\$ 62,050.84	\$ 6,248.90	\$ 22,934.08		\$485,700.44

Direct Expenses	Mileage: \$0.70/mile	\$ 9,555.00
	CMT (See Detailed Breakdown on Page 3 of 6 ~ 6 of 6)	\$ 129,660.00
	Total Direct Expenses	\$ 139,215.00

B2Z Engineering Total Cost

\$624,915.44

EXHIBIT D**City of McAllen
FM2220 (Ware Rd.) - Underground Trail Passing
Construction Materials Testing****Embankment (Test All Fill Material Including Cut From Job) (ITEM 132)**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI				
Plasticity Index		Tex-106-E	PI>15 ~ Every 5,000 CY		Each	2	\$92.00	\$184.00
Gradation		Tex-110-E	Each 10,000 CY		Each	2	\$60.50	\$121.00
Moisture/Density		Tex-114-E	As Directed by Engineer		Each	2	\$248.00	\$496.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)	Inc. to 10 - 2 per Leg (Job)	Each	12	\$44.50	\$534.00
Test Reports					Each	10	\$21.00	\$210.00
Laboratory/Field Technician					Hour-	40	\$57.50	\$2,300.00
# of Trips (Tech)					Each	6	\$20.00	\$120.00
Admin/Clerical					Hour	10	\$60.50	\$605.00
Item Subtotal								\$4,570.00

Lime (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons		Each	2	\$300.00	\$600.00
Item Subtotal								\$600.00

Flexible Base (Lime Treated) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	Each 5,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	2	\$92.00	\$184.00
Gradation		Tex-110-E	Each 5,000 CY		Each	2	\$60.50	\$121.00
Moisture/Density		Tex-121-E (Part II)	Every 20,000 CY	Complete Mixture	Each	2	\$248.00	\$496.00
In-Place Density		Tex-115-E	Every 3,000 CY (min 1 per lift)		Each	12	\$44.50	\$534.00
Test Reports					Each	10	\$21.00	\$210.00
Laboratory/Field Technician					Hour	40	\$57.50	\$2,300.00
# of Trips (Tech)					Each	6	\$20.00	\$120.00
Admin/Clerical					Hour	10	\$60.50	\$605.00
							Item Subtotal	\$4,570.00

Final Backfill Material Lifts

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		Test	Spec	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	Each 5,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	CI I-IV, Max PI of 19	Assume 1 Mtl for Project	Each	4	\$92.00	\$368.00
Gradation		Tex-110-E	CI I-IV, Max PI of 19	Assume 1 Mtl for Project	Each	4	\$60.50	\$242.00
Moisture/Density		Tex-114-E	One per Each Material	Assume 1 Mtl for Project	Each	4	\$248.00	\$992.00
In-Place Density		Tex-115-E	Every 400 CY of Backfill		Each	46	\$44.50	\$2,047.00
Test Reports					Each	27	\$21.00	\$567.00
Laboratory/Field Technician					Hour	108	\$57.50	\$6,210.00

# of Trips (Tech)				Each	19	\$20.00	\$380.00	
Admin/Clerical				Hour	27	\$60.50	\$1,633.50	
Item Subtotal							\$12,439.50	
Asphalt Concrete Pavement (HMA-QC/QA w/ surface treatment)								
• Field compaction testing of asphalt to ensure proper compaction during lay down operations.								
• Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.								
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				Stockpile				
L.A. Abrasion		Tex-410-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	1	\$500.00	\$500.00
Soundness		Tex-411-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	1	\$500.00	\$500.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	1	\$95.00	\$95.00
Flat & Elongated Particles		Tex-280-F	1 Per Project Per Source Per Design		Each	1	\$60.00	\$60.00
Coarse Aggr. Angularity		Tex-460-A (Part I)	1 Per Project Per Source Per Design		Each	1	\$60.00	\$60.00
Del. Matl. and Decant		Tex-217-F	1 Per Project Per Source Per Design		Each	1	\$100.00	\$100.00
Fine Aggr.				Stockpile				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design		Each	1	\$116.50	\$116.50
Organic Impurities		Tex-408-A	1 Per Project Per Source Per Design		Each	1	\$50.00	\$50.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	1	\$95.00	\$95.00
Mineral Filler				Bin or Silo				\$0.00
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design	Assume No Filler	Each	1	\$116.50	\$116.50
Gradation		Tex-200-F	1 Per Project Per Source Per Design	Assume No Filler	Each	1	\$95.00	\$95.00
Combined Aggr.				Stockpile or Feeder Belt				
Sand Equivalent		Tex-203-F	1 Per Project Per Source Per Design		Each	1	\$108.00	\$108.00
Complete Mix				Truck Sample				\$0.00
Void in Mineral Aggr. (VMA)		Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	1	\$90.00	\$90.00
Extraction-Gradation		Tex-236-F	Min 1 Per 12 Sublots Per Design		Each	1	\$230.00	\$230.00
Moisture Content		Tex-212-F (Part II)	1 Per Project Per Source Per Design		Each	1	\$12.50	\$12.50
Lab Molded Density		Tex-207-F	1 Per Sublot Per Design		Each	1	\$81.00	\$81.00
Roadway				At Site				\$0.00
Asphalt Binder Compliance		DMS-6310	1 Per Project Per Source Per Design		Each	1	\$450.00	\$450.00
Test Reports					Each	18	\$21.00	\$378.00
Laboratory/Field Technician				8 hours per 1 day (trips/test - CA/FA/Co)	Hour	8	\$57.50	\$460.00
Laboratory/Field Technician				12 hours per 30 days	Hour	12	\$57.50	\$690.00
# of Trips (Tech)					Each	4	\$20.00	\$80.00
Admin/Clerical					Hour	18	\$60.50	\$1,089.00
Item Subtotal							\$5,456.50	
Structrual Hydraulic Cement Concrete ~ Drill Shafts & Bridge								
• Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.								
• Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).								
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				QA Test. (QC by Source)				
Decantation		Tex-406-A	Each 20,000 CY(or source)		Each	2	\$50.00	\$100.00
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	2	\$90.00	\$180.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	2	\$50.00	\$100.00
Fine Aggr.				QA Test. (QC by Source)				\$0.00
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	2	\$108.00	\$216.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	2	\$50.00	\$100.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	2	\$90.00	\$180.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	2	\$15.00	\$30.00

Deleterious Matl.	Tex-413-A	Each 20,000 CY(or source)	Each	2	\$50.00	\$100.00
Concrete						
*Strength	Tex-447-A & Tex-418-A	1 Set = 4 Cyl.	Each	164	\$33.00	\$5,412.00
Slump	Tex-415-A		Each	41	\$20.00	\$820.00
Entrained Air	Tex-416-A		Each	41	\$25.00	\$1,025.00
Temperature	Tex-422-A		Each	41	\$5.00	\$205.00
Test Reports			Each	88	\$21.00	\$1,848.00
Laboratory/Field Technician			Hour	180	\$57.50	\$10,350.00
# of Trips (Tech)			Each	43	\$20.00	\$860.00
# of Trips (Tech)		P/u Cylinders	Each	41	\$53.00	\$2,173.00
Admin/Clerical			Hour	88	\$60.50	\$5,324.00
Item Subtotal						\$29,023.00

Non-Structrual Hydraulic Cement Concrete Misc. - Riprap/Curb/Sidewalk

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-447-A & Tex-418-A		Adjust Per Str & Placement	Each	48	\$33.00	\$1,584.00
Slump		Tex-415-A			Each	12	\$20.00	\$240.00
Temperature		Tex-422-A			Each	12	\$5.00	\$60.00
Test Reports				Conc.	Each	24	\$21.00	\$504.00
Laboratory/Field Technician					Hour	48	\$57.50	\$2,760.00
# of Trips (Tech)					Each	12	\$20.00	\$240.00
# of Trips (Tech)				P/u Cylinders	Each	12	\$53.00	\$636.00
Admin/Clerical					Hour-	24	\$60.50	\$1,452.00
							Item Subtotal	\$7,476.00

Slurry Testing for Drilled Shafts Construction (Class SS) - (Slurry Testing (Density, Viscosity, Sand Content) incl in Tech Time Estimate)

- Slurry Testing for Construction of Drilled Shafts in Underwater Environment included in this Tech Time Estimate

	Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete							
Tech Time (Conc)				Hour	160	\$57.50	\$9,200.00
# of Trips (Tech)				Each	66	\$20.00	\$1,320.00
Admin/Clerical				Hour	16	\$60.50	\$968.00
Item Subtotal							\$11,488.00

Batching for Hydrulic Cement Concrete (Class C, S and SS) - Inspection of Batching at Plant (1 Tech per Plant, Reports)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete							
Tech Time (Conc)				Hour	160	\$57.50	\$9,200.00
# of Trips (Tech)				Each	66	\$20.00	\$1,320.00
Admin/Clerical				Hour	16	\$60.50	\$968.00
Item Subtotal							\$11,488.00

Summary

Sub-Total (CMT Items) =	\$87,111.00
Sr. Eng. Tech. (209 hrs x \$117.00Hr.)	\$24,453.00
Project Engineer (104 hrs x \$174.00 Hr.)	\$18,096.00

Constuction Materials Testing Total : \$129,660.00

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.D.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Award of Contract for the Construction of the FM2220 (Ware Road) Underpass Trail Passing (Project No. 05-26-C19-1328).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Consideration and approval of the award of a construction contract to GO Underground, LLC, of Harlingen, Texas, for the construction of the FM 2220 (Ware Road) Pedestrian Underpass Crossing Project, located north of the Houston Avenue intersection, Project No. 05-26-C19-1328.
5. Fiscal Impact Summary: Account No. 110-8702-436-66-36-IR2601

Account No. 110-8702-436-66-36-IR2601 Budget \$3,835,000

Budget amendment is presented in item 4C \$2,199,355

\$6,034,355

Approved Subject to a Budget Amendment of \$2,199,355.

Funding Source: Development Corp. Fund

6. Budgeted: Yes

Bid Amount: \$4,975,121.73

Under Budget: \$0.00

Budgeted Amount: \$6,034,355

Over Budget: \$0.00

Amount Remaining: \$0.00

7. Routing:

Jose Perez
Eduardo Mendoza
Angie Rodriguez
Sonia Resendez
Gerardo Noriega
Michelle Rivera

Created/Initiated - 07/01/2026

Approved - 07/02/2026

Approved - 07/07/2026

Approved - 07/08/2026

Approved - 07/09/2026

Final Approval - 07/10/2026

8. Staff Recommendation: Staff recommends awarding the construction contract to the lowest responsive and responsible bidder, **GO Underground, LLC**, of Harlingen, Texas, in the amount of **\$4,975,121.73**, with a contract time of **313** working days.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



ENGINEERING DEPARTMENT
MEMORANDUM

To: Isaac J. Tawil, City Manager

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

Date: July 13, 2026

Subject: **Award of Contract for the Construction of the FM2220 (Ware Road) Underpass Trail Passing. Project No. 05-26-C19-1328**

Goal

Consideration and approval of the award of a construction contract to **GO Underground, LLC**, of Harlingen, Texas, for the construction of the FM 2220 (Ware Road) Pedestrian Underpass Crossing Project, located north of the Houston Avenue intersection, Project No. 05-26-C19-1328.

Explanation

On May 28, 2026, the Purchasing and Contracting Department received six (6) bid proposals for the above-referenced project. The project consists of constructing a pedestrian and bicycle underpass beneath FM 2220 (Ware Road) to provide a safe crossing for users of the future Bentsen Road Hike and Bike Regional Trail. Major work items include construction of a bridge structure, retaining walls, sheet piling, ramps, stairways, concrete pavement, storm sewer infrastructure, and trail illumination.

The contract requires completion within **313** working days (449 calendar days). GO Underground, LLC, submitted the lowest responsive and responsible bid in the amount of **\$4,975,121.73** for the construction of the project.

The City has submitted a request to the Texas Department of Transportation (TxDOT) for concurrence to award the construction contract to the lowest responsive and responsible bidder. The concurrence request is currently under review. Construction funding is provided through the Federal Highway Administration (FHWA), the Texas Department of Transportation (TxDOT), the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), and the City of McAllen. The federal and state funding partners will contribute **\$4,576,888**, with the City of McAllen providing the remaining project costs.

A bid tabulation summarizing all bid respondents is attached for your review. This project also requires a budget amendment, which is presented under Agenda Item 4.C..

Options

1. Award the contract to the lowest responsive and responsible bidder.
2. Reject all bids and direct staff to re-advertise the project.

Recommendation

Staff recommends awarding the construction contract to the lowest responsive and responsible bidder, **GO Underground, LLC**, of Harlingen, Texas, in the amount of **\$4,975,121.73**, with a contract time of **313** working days.



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	100-7002	BASE	PREPARING ROW	STA	14	NO BID	NO BID	\$1,200.00	\$16,800.00	\$30,000.00	\$420,000.00
2	100-7004	BASE	PREP ROW (TREE REMOVE) (12" 24" DIA)	EA	1	NO BID	NO BID	\$100.00	\$100.00	\$1,000.00	\$1,000.00
3	104-7008	BASE	REMOV CONC (MEDIANS)	SY	1,184.00	NO BID	NO BID	\$12.00	\$14,208.00	\$15.00	\$17,760.00
4	104-7013	BASE	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	210	NO BID	NO BID	\$12.00	\$2,520.00	\$20.00	\$4,200.00
5	104-7017	BASE	REMOV CONC (CURB & GUTTER)	LF	684	NO BID	NO BID	\$12.00	\$8,208.00	\$8.00	\$5,472.00
6	105-7035	BASE	RMV (15") TRT/UNTRT BASE & ASPH PAV	SY	1,506.00	NO BID	NO BID	\$24.00	\$36,144.00	\$15.00	\$22,590.00
7	110-7001	BASE	EXCAV (ROADWAY)	CY	3,380.00	NO BID	NO BID	\$8.00	\$27,040.00	\$15.00	\$50,700.00
8	132-7006	BASE	EMBANK (FNL)(DC)(TY C)	CY	180	NO BID	NO BID	\$22.00	\$3,960.00	\$15.00	\$2,700.00
9	160-7007	BASE	FURN & PLACE TOPSOIL (VEH)	CY	50	NO BID	NO BID	\$42.00	\$2,100.00	\$80.00	\$4,000.00
10	164-7044	BASE	DRILL SEED (PERM URBAN CLAY)	AC	0.68	NO BID	NO BID	\$3,000.00	\$2,040.00	\$3,000.00	\$2,040.00
11	164-7045	BASE	DRILL SEED (TEMP WARM)	AC	0.68	NO BID	NO BID	\$3,000.00	\$2,040.00	\$3,000.00	\$2,040.00
12	168-7001	BASE	VEGETATIVE WATERING	TGL	34	NO BID	NO BID	\$941.18	\$32,000.12	\$50.00	\$1,700.00
13	192-7071	BASE	TRANS PLANT MATERIAL (TREE)	EA	9	NO BID	NO BID	\$850.00	\$7,650.00	\$850.00	\$7,650.00
14	204-7001	BASE	SPRINKLING (DUST CONTROL)	TGL	7	NO BID	NO BID	\$1,614.29	\$11,300.03	\$100.00	\$700.00
15	247-7277	BASE	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	CY	195	NO BID	NO BID	\$68.87	\$13,429.65	\$55.00	\$10,725.00
16	250-7002	BASE	GEOGRID BASE REINFORCEMENT (TYPE 2)	SY	1,430.00	NO BID	NO BID	\$1.31	\$1,873.30	\$3.67	\$5,248.10
17	260-7005	BASE	LIME (COM OR QK)(SLURRY)	TON	45	NO BID	NO BID	\$440.00	\$19,800.00	\$350.00	\$15,750.00
18	260-7017	BASE	LIME TRT (NEW BASE) (12")	SY	1,430.00	NO BID	NO BID	\$12.00	\$17,160.00	\$6.00	\$8,580.00
19	310-7004	BASE	PRIME COAT (MC-30)	GAL	167	NO BID	NO BID	\$13.00	\$2,171.00	\$5.00	\$835.00
20	344-7064	BASE	SP MIXES SP-D SAC-A PG76-22	TON	146	NO BID	NO BID	\$134.99	\$19,708.54	\$150.00	\$21,900.00
21	400-7008	BASE	CUT & RESTORE ASPH PAVING	SY	116	NO BID	NO BID	\$85.00	\$9,860.00	\$100.00	\$11,600.00
22	401-7001	BASE	FLOWABLE BACKFILL	CY	16	NO BID	NO BID	\$200.00	\$3,200.00	\$200.00	\$3,200.00
23	420-7052	BASE	CL C CONC (RAIL FOUNDATION)	CY	47.89	NO BID	NO BID	\$700.00	\$33,523.00	\$500.00	\$23,945.00
24	432-7005	BASE	RIPRAP (CONC)(CL B)	CY	13.6	NO BID	NO BID	\$600.00	\$8,160.00	\$500.00	\$6,800.00
25	432-7012	BASE	RIPRAP (CONC)(FLUME)	CY	37	NO BID	NO BID	\$583.78	\$21,599.86	\$500.00	\$18,500.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
26	450-7024	BASE	RAIL (TY SSTR)	LF	391.4	NO BID	NO BID	\$250.00	\$97,850.00	\$150.00	\$58,710.00
27	458-7007	BASE	WATERPROOFING (TY 10)	SY	1,000.00	NO BID	NO BID	\$288.00	\$288,000.00	\$25.00	\$25,000.00
28	464-7003	BASE	RC PIPE (CL III)(18 IN)	LF	92	NO BID	NO BID	\$72.51	\$6,670.92	\$150.00	\$13,800.00
29	464-7005	BASE	RC PIPE (CL III)(24 IN)	LF	46	NO BID	NO BID	\$80.11	\$3,685.06	\$160.00	\$7,360.00
30	464-7013	BASE	RC PIPE (CL III)(60 IN)	LF	327	NO BID	NO BID	\$296.49	\$96,952.23	\$300.00	\$98,100.00
31	465-7004	BASE	MANH (COMPL)(PRM)(72IN)	EA	3	NO BID	NO BID	\$16,350.00	\$49,050.00	\$15,000.00	\$45,000.00
32	465-7126	BASE	INLET (COMPL)(PSL)(FG)(3FTX3FT- 3FTX3FT)	EA	1	NO BID	NO BID	\$4,650.00	\$4,650.00	\$10,000.00	\$10,000.00
33	465-7130	BASE	INLET (COMPL)(PSL)(FG)(3FTX5FT- 3FTX5FT)	EA	4	NO BID	NO BID	\$5,360.00	\$21,440.00	\$10,000.00	\$40,000.00
34	471-7003	BASE	GRATE & FRAME	EA	2	NO BID	NO BID	\$14,052.00	\$28,104.00	\$3,500.00	\$7,000.00
35	474-7021	BASE	CAST-IN-PLACE TRENCH DRAIN	LF	135	NO BID	NO BID	\$214.07	\$28,899.45	\$300.00	\$40,500.00
36	479-7004	BASE	ADJUSTING MANHOLES (UTILITY BOX)	EA	1	NO BID	NO BID	\$6,500.00	\$6,500.00	\$800.00	\$800.00
37	481-7027	BASE	PIPE (PVC) (SCH 80) (6 IN)	LF	50	NO BID	NO BID	\$92.00	\$4,600.00	\$25.00	\$1,250.00
38	481-7028	BASE	PIPE (PVC) (SCH 80) (8 IN)	LF	22	NO BID	NO BID	\$212.73	\$4,680.06	\$20.00	\$440.00
39	496-7002	BASE	REMOV STR (INLET)	EA	3	NO BID	NO BID	\$300.00	\$900.00	\$3,500.00	\$10,500.00
40	496-7007	BASE	REMOV STR (PIPE)	LF	408	NO BID	NO BID	\$8.00	\$3,264.00	\$15.00	\$6,120.00
41	496-7016	BASE	REMOVE STR (RAIL FOUNDATION)	EA	1	NO BID	NO BID	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
42	502-7001	BASE	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	NO BID	NO BID	\$4,800.00	\$81,600.00	\$2,000.00	\$34,000.00
43	503-7002	BASE	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	NO BID	NO BID	\$14,000.00	\$28,000.00	\$15,000.00	\$30,000.00
44	505-7001	BASE	TMA (STATIONARY)	DAY	340	NO BID	NO BID	\$160.00	\$54,400.00	\$75.00	\$25,500.00
45	505-7003	BASE	TMA (MOBILE OPERATION)	DAY	340	NO BID	NO BID	\$73.53	\$25,000.20	\$150.00	\$51,000.00
46	506-7034	BASE	CONSTRUCTION PERIMETER FENCE	LF	832	NO BID	NO BID	\$26.42	\$21,981.44	\$10.00	\$8,320.00
47	506-7044	BASE	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	90	NO BID	NO BID	\$44.00	\$3,960.00	\$10.00	\$900.00
48	506-7046	BASE	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	NO BID	NO BID	\$12.00	\$1,080.00	\$1.50	\$135.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
49	508-7001	BASE	CONSTRUCTING DETOURS	SY	1,229.00	NO BID	NO BID	\$32.00	\$39,328.00	\$40.00	\$49,160.00
50	512-7089	BASE	PCTB (FUR&INST)(F-SHAPE OR SNGL SLP)TY1	LF	390	NO BID	NO BID	\$72.00	\$28,080.00	\$55.00	\$21,450.00
51	512-7090	BASE	PCTB (MOVE)(F-SHAPE OR SNGL SLP)TY1	LF	390	NO BID	NO BID	\$24.00	\$9,360.00	\$20.00	\$7,800.00
52	512-7092	BASE	PCTB (REMOVE)(F-SHAPE OR SNGL SLP)TY1	LF	390	NO BID	NO BID	\$32.00	\$12,480.00	\$15.00	\$5,850.00
53	528-7001	BASE	REPLACEMENT PAVERS	SY	1,027.00	NO BID	NO BID	\$20.00	\$20,540.00	\$20.00	\$20,540.00
54	529-7002	BASE	CONC CURB (TY II)	LF	2,736.00	NO BID	NO BID	\$27.00	\$73,872.00	\$15.00	\$41,040.00
55	529-7007	BASE	CONC CURB (MONO) (TY II)	LF	492	NO BID	NO BID	\$27.00	\$13,284.00	\$20.00	\$9,840.00
56	529-7009	BASE	CONC CURB & GUTTER (TY II)	LF	223	NO BID	NO BID	\$27.00	\$6,021.00	\$25.00	\$5,575.00
57	545-7002	BASE	CRASH CUSH ATTEN (MOVE & RESET)	EA	1	NO BID	NO BID	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00
58	545-7004	BASE	CRASH CUSH ATTEN (REMOVE)	EA	2	NO BID	NO BID	\$380.00	\$760.00	\$1,500.00	\$3,000.00
59	545-7010	BASE	CRASH CUSH ATTEN (INSTL)(R)(N)(TL3)	EA	2	NO BID	NO BID	\$33,475.00	\$66,950.00	\$10,000.00	\$20,000.00
60	545-7014	BASE	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	1	NO BID	NO BID	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00
61	610-7014	BASE	IN RD IL (U/P) (TY 1) (150W EQ) LED	EA	8	NO BID	NO BID	\$2,352.00	\$18,816.00	\$1,100.00	\$8,800.00
62	618-7030	BASE	CONDT (PVC) (SCH 40) (2")	LF	251	NO BID	NO BID	\$28.00	\$7,028.00	\$20.00	\$5,020.00
63	620-7003	BASE	ELEC CONDR (NO.12) BARE	LF	251	NO BID	NO BID	\$2.41	\$604.91	\$5.00	\$1,255.00
64	620-7004	BASE	ELEC CONDR (NO.12) INSULATED	LF	502	NO BID	NO BID	\$2.52	\$1,265.04	\$5.00	\$2,510.00
65	624-7002	BASE	GROUND BOX TY A (122311)W/APRON	EA	1	NO BID	NO BID	\$1,512.00	\$1,512.00	\$2,500.00	\$2,500.00
66	628-7159	BASE	ELC SRV TY D 120/240 060(NS)SS(T)TP(O)	EA	1	NO BID	NO BID	\$6,832.00	\$6,832.00	\$5,500.00	\$5,500.00
67	644-7067	BASE	RELOCATE SM RD SN SUP&AM TY S80	EA	2	\$1,400.00	\$2,800.00	\$1,600.00	\$3,200.00	\$550.00	\$1,100.00
68	662-7049	BASE	WK ZN PAV MRK REMOV (REFL) TY I-C	EA	53	\$5.00	\$265.00	\$98.26	\$5,207.78	\$4.00	\$212.00
69	662-7051	BASE	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	299	\$5.00	\$1,495.00	\$3.92	\$1,172.08	\$4.00	\$1,196.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
70	662-7065	BASE	WK ZN PAV MRK REMOV (W)6"(BRK)	LF	1,650.00	\$1.00	\$1,650.00	\$2.24	\$3,696.00	\$0.95	\$1,567.50
71	662-7066	BASE	WK ZN PAV MRK REMOV (W)6"(DOT)	LF	87	\$1.00	\$87.00	\$2.24	\$194.88	\$0.95	\$82.65
72	662-7068	BASE	WK ZN PAV MRK REMOV (W)6"(SLD)	LF	3,167.00	\$1.00	\$3,167.00	\$2.24	\$7,094.08	\$0.95	\$3,008.65
73	662-7077	BASE	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	64	\$3.75	\$240.00	\$2.24	\$143.36	\$3.50	\$224.00
74	662-7099	BASE	WK ZN PAV MRK REMOV (Y)6"(DOT)	LF	87	\$1.00	\$87.00	\$2.24	\$194.88	\$0.95	\$82.65
75	662-7100	BASE	WK ZN PAV MRK REMOV (Y)6"(SLD)	LF	12,373.00	\$1.00	\$12,373.00	\$2.24	\$27,715.52	\$0.95	\$11,754.35
76	662-7112	BASE	WK ZN PAV MRK SHT TERM (TAB)TY W	EA	2,651.00	\$2.00	\$5,302.00	\$2.24	\$5,938.24	\$1.85	\$4,904.35
77	662-7114	BASE	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	165	\$2.00	\$330.00	\$2.24	\$369.60	\$1.85	\$305.25
78	666-7009	BASE	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	LF	105	\$1.30	\$136.50	\$3.36	\$352.80	\$1.10	\$115.50
79	666-7024	BASE	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	4,573.00	\$2.25	\$10,289.25	\$1.01	\$4,618.73	\$2.00	\$9,146.00
80	666-7036	BASE	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	545	\$6.50	\$3,542.50	\$7.00	\$3,815.00	\$6.00	\$3,270.00
81	666-7408	BASE	REFL PAV MRK TY I (W)6"(BRK)(100MIL)	LF	4,420.00	\$1.30	\$5,746.00	\$1.12	\$4,950.40	\$1.10	\$4,862.00
82	666-7423	BASE	REFL PAV MRK TY I (Y)6"(SLD)(100MIL)	LF	662	\$1.30	\$860.60	\$0.81	\$536.22	\$1.10	\$728.20
83	672-7002	BASE	REFL PAV MRKR TY I-C	EA	26	\$5.00	\$130.00	\$8.74	\$227.24	\$4.50	\$117.00
84	672-7004	BASE	REFL PAV MRKR TY II-A-A	EA	20	\$5.00	\$100.00	\$6.72	\$134.40	\$4.50	\$90.00
85	672-7006	BASE	REFL PAV MRKR TY II-C-R	EA	389	\$5.00	\$1,945.00	\$5.60	\$2,178.40	\$4.50	\$1,750.50
86	677-7002	BASE	ELIM EXT PM & MRKS (6")	LF	3,200.00	\$1.00	\$3,200.00	\$0.95	\$3,040.00	\$0.95	\$3,040.00
87	677-7004	BASE	ELIM EXT PM & MRKS (8")	LF	600	\$2.00	\$1,200.00	\$0.95	\$570.00	\$1.45	\$870.00
88	677-7008	BASE	ELIM EXT PM & MRKS (24")	LF	20	\$6.00	\$120.00	\$5.60	\$112.00	\$4.25	\$85.00
89	677-7009	BASE	ELIM EXT PM & MRKS (ARROW)	EA	3	\$90.00	\$270.00	\$56.00	\$168.00	\$75.00	\$225.00
90	677-7015	BASE	ELIM EXT PM & MRKS (WORD)	EA	2	\$180.00	\$360.00	\$56.00	\$112.00	\$120.00	\$240.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91	668-7091	BASE	PREFAB PM TY C (W)(ARROW)	EA	16	\$240.00	\$3,840.00	\$134.40	\$2,150.40	\$220.00	\$3,520.00
92	668-7093	BASE	PREFAB PM TY C (W)(DBL ARROW)	EA	8	\$480.00	\$3,840.00	\$134.40	\$1,075.20	\$440.00	\$3,520.00
93	668-7103	BASE	PREFAB PM TY C (W)(WORD)	EA	16	\$295.00	\$4,720.00	\$134.40	\$2,150.40	\$275.00	\$4,400.00
94	668-7108	BASE	PREFAB PM TY C (W)(RR XING)	EA	3	\$490.00	\$1,470.00	\$134.40	\$403.20	\$485.00	\$1,455.00
95	3007-7001	BASE	BONDING COURSE (TACK COAT)	GAL	59	NO BID	NO BID	\$20.00	\$1,180.00	\$7.00	\$413.00
96	CITY-9004	BASE	SHEET PILING (NZ 40)	SF	17,358.00	NO BID	NO BID	\$88.00	\$1,527,504.00	\$90.00	\$1,562,220.00
97	CITY-9005	BASE	SUMP PUMP & PIT	EA	1	NO BID	NO BID	\$96,000.00	\$96,000.00	\$314,862.35	\$314,862.35
BRIDGE ITEMS											
98	403-7001	BASE	TEMPORARY SPL SHORING	SF	633.5	NO BID	NO BID	\$85.00	\$53,847.50	\$150.00	\$95,025.00
99	416-7004	BASE	DRILL SHAFT (24 IN)	LF	1,860.00	NO BID	NO BID	\$110.23	\$205,027.80	\$350.00	\$651,000.00
100	420-7002	BASE	CL A CONC (MISC)	CY	5.7	NO BID	NO BID	\$1,175.07	\$6,697.90	\$500.00	\$2,850.00
101	420-7012	BASE	CL C CONC (ABUT)	CY	80.6	NO BID	NO BID	\$1,878.99	\$151,446.59	\$1,500.00	\$120,900.00
102	420-7067	BASE	CL C CONC (MISC)	CY	94.5	NO BID	NO BID	\$913.51	\$86,326.70	\$300.00	\$28,350.00
103	422-7007	BASE	REINF CONC SLAB (SLAB BEAM)	SF	3,450.00	NO BID	NO BID	\$43.59	\$150,385.50	\$29.00	\$100,050.00
104	423-7019	BASE	RETAINING WALL (DRILL SHAFT)(FASCIA)	SF	2,704.20	NO BID	NO BID	\$100.64	\$272,150.69	\$100.00	\$270,420.00
105	425-7018	BASE	PRESTR CONC SLAB BEAM (4SB15)	LF	68	NO BID	NO BID	\$437.19	\$29,728.92	\$285.00	\$19,380.00
106	425-7019	BASE	PRESTR CONC SLAB BEAM (5SB15)	LF	612	NO BID	NO BID	\$400.54	\$245,130.48	\$290.00	\$177,480.00
107	450-7024	BASE	RAIL (TY SSTR)	LF	71.5	NO BID	NO BID	\$240.00	\$17,160.00	\$75.00	\$5,362.50
108	450-7032	BASE	RAIL (TY C221)	LF	34.5	NO BID	NO BID	\$260.00	\$8,970.00	\$550.00	\$18,975.00
109	450-7049	BASE	RAIL (CLF-RO)	LF	34.5	NO BID	NO BID	\$180.00	\$6,210.00	\$160.00	\$5,520.00
110	512-7086	BASE	PTB (MOVE)(SSCB OR CSB)(TY1)OR(STL)	LF	34.5	NO BID	NO BID	\$22.00	\$759.00	\$65.00	\$2,242.50
111	556-7007	BASE	PIPE UNDERDRAINS (TY 7) (6")	LF	635.37	NO BID	NO BID	\$53.61	\$34,062.19	\$35.00	\$22,237.95
PEDESTRIAN ITEMS											
112	450-7032	BASE	RAIL (TY C221)	LF	82.7	NO BID	NO BID	\$180.40	\$14,919.08	\$400.00	\$33,080.00
113	450-7044	BASE	RAIL (TY PR11)	LF	288	NO BID	NO BID	\$249.06	\$71,729.28	\$150.00	\$43,200.00
114	450-7059	BASE	RAIL (HANDRAIL)(TY B)	LF	547	NO BID	NO BID	\$150.64	\$82,400.08	\$120.00	\$65,640.00
115	531-7003	BASE	CONC SIDEWALKS (6")	SY	2,327.00	NO BID	NO BID	\$74.54	\$173,454.58	\$60.00	\$139,620.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 1-3

BIDDERS						VALLEY STRIPING CORP WESLACO, TX		GO UNDERGROUND LLC HARLINGEN, TX		POSILICO CIVIL INC FARMINGDALE, NY	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
116	531-7005	BASE	CURB RAMPS (TY 1)	EA	1	NO BID	NO BID	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00
UTILITY ITEMS											
117	7004-7007	BASE	WATER MAIN (PVC) (C-900)(12")	LF	270	NO BID	NO BID	\$107.66	\$29,068.20	\$125.00	\$33,750.00
118	7025-7008	BASE	GATE VALVE W BOX (12")	EA	2	NO BID	NO BID	\$4,757.50	\$9,515.00	\$10,000.00	\$20,000.00
119	7006-7024	BASE	SAN SEWER (PVC)(C-900)(12")	LF	259	NO BID	NO BID	\$112.18	\$29,054.62	\$160.00	\$41,440.00
120	7006-7039	BASE	MANHOLE (SAN SEWER)(4 FT DIA)	EA	3	NO BID	NO BID	\$19,047.33	\$57,141.99	\$15,000.00	\$45,000.00
121	CITY-9001	BASE	90 DEGREE ELBOW (12")	EA	1	NO BID	NO BID	\$2,002.00	\$2,002.00	\$200.00	\$200.00
122	CITY-9002	BASE	45 DEGREE ELBOW (12")	EA	2	NO BID	NO BID	\$1,887.00	\$3,774.00	\$500.00	\$1,000.00
123	CITY-9003	BASE	MJ TEE (12")	EA	6	NO BID	NO BID	\$2,493.17	\$14,959.02	\$500.00	\$3,000.00
GRAND TOTAL:						\$69,565.85		\$4,975,121.73		\$5,295,000.00	
NUMBER OF DAYS TO COMPLETE THE PROJECT (NOT TO EXCEED 313 WORKING DAYS):						15-20 days striping process		313		313	



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	100-7002	BASE	PREPARING ROW	STA	14	\$3,000.00	\$42,000.00	\$1,100.00	\$15,400.00	\$5,000.00	\$70,000.00
2	100-7004	BASE	PREP ROW (TREE REMOVE) (12" 24" DIA)	EA	1	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
3	104-7008	BASE	REMOV CONC (MEDIANS)	SY	1,184.00	\$10.00	\$11,840.00	\$10.00	\$11,840.00	\$18.00	\$21,312.00
4	104-7013	BASE	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	210	\$30.00	\$6,300.00	\$12.00	\$2,520.00	\$12.00	\$2,520.00
5	104-7017	BASE	REMOV CONC (CURB & GUTTER)	LF	684	\$20.00	\$13,680.00	\$7.00	\$4,788.00	\$13.00	\$8,892.00
6	105-7035	BASE	RMV (15") TRT/UNTRT BASE & ASPH PAV	SY	1,506.00	\$30.00	\$45,180.00	\$12.40	\$18,674.40	\$22.00	\$33,132.00
7	110-7001	BASE	EXCAV (ROADWAY)	CY	3,380.00	\$35.00	\$118,300.00	\$40.00	\$135,200.00	\$25.00	\$84,500.00
8	132-7006	BASE	EMBANK (FNL)(DC)(TY C)	CY	180	\$25.00	\$4,500.00	\$44.00	\$7,920.00	\$9.00	\$1,620.00
9	160-7007	BASE	FURN & PLACE TOPSOIL (VEH)	CY	50	\$6.00	\$300.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00
10	164-7044	BASE	DRILL SEED (PERM URBAN CLAY)	AC	0.68	\$3,750.00	\$2,550.00	\$3,000.00	\$2,040.00	\$3,000.00	\$2,040.00
11	164-7045	BASE	DRILL SEED (TEMP WARM)	AC	0.68	\$3,750.00	\$2,550.00	\$3,000.00	\$2,040.00	\$3,000.00	\$2,040.00
12	168-7001	BASE	VEGETATIVE WATERING	TGL	34	\$35.00	\$1,190.00	\$100.00	\$3,400.00	\$380.00	\$12,920.00
13	192-7071	BASE	TRANS PLANT MATERIAL (TREE)	EA	9	\$1,050.00	\$9,450.00	\$850.00	\$7,650.00	\$850.00	\$7,650.00
14	204-7001	BASE	SPRINKLING (DUST CONTROL)	TGL	7	\$70.00	\$490.00	\$92.00	\$644.00	\$1,920.00	\$13,440.00
15	247-7277	BASE	FL BS (RDWY DEL)(TY E GR 4)(FNL POS)	CY	195	\$100.00	\$19,500.00	\$113.00	\$22,035.00	\$76.00	\$14,820.00
16	250-7002	BASE	GEOGRID BASE REINFORCEMENT (TYPE 2)	SY	1,430.00	\$2.50	\$3,575.00	\$4.00	\$5,720.00	\$9.00	\$12,870.00
17	260-7005	BASE	LIME (COM OR QK)(SLURRY)	TON	45	\$377.00	\$16,965.00	\$390.00	\$17,550.00	\$300.00	\$13,500.00
18	260-7017	BASE	LIME TRT (NEW BASE) (12")	SY	1,430.00	\$10.00	\$14,300.00	\$20.00	\$28,600.00	\$4.00	\$5,720.00
19	310-7004	BASE	PRIME COAT (MC-30)	GAL	167	\$10.00	\$1,670.00	\$21.40	\$3,573.80	\$16.00	\$2,672.00
20	344-7064	BASE	SP MIXES SP-D SAC-A PG76-22	TON	146	\$250.00	\$36,500.00	\$380.00	\$55,480.00	\$200.00	\$29,200.00
21	400-7008	BASE	CUT & RESTORE ASPH PAVING	SY	116	\$80.00	\$9,280.00	\$60.00	\$6,960.00	\$180.00	\$20,880.00
22	401-7001	BASE	FLOWABLE BACKFILL	CY	16	\$250.00	\$4,000.00	\$300.00	\$4,800.00	\$280.00	\$4,480.00
23	420-7052	BASE	CL C CONC (RAIL FOUNDATION)	CY	47.89	\$780.00	\$37,354.20	\$700.00	\$33,523.00	\$2,700.00	\$129,303.00
24	432-7005	BASE	RIPRAP (CONC)(CL B)	CY	13.6	\$600.00	\$8,160.00	\$2,500.00	\$34,000.00	\$960.00	\$13,056.00
25	432-7012	BASE	RIPRAP (CONC)(FLUME)	CY	37	\$750.00	\$27,750.00	\$900.00	\$33,300.00	\$750.00	\$27,750.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
26	450-7024	BASE	RAIL (TY SSTR)	LF	391.4	\$230.00	\$90,022.00	\$110.00	\$43,054.00	\$250.00	\$97,850.00
27	458-7007	BASE	WATERPROOFING (TY 10)	SY	1,000.00	\$10.00	\$10,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
28	464-7003	BASE	RC PIPE (CL III)(18 IN)	LF	92	\$130.00	\$11,960.00	\$90.00	\$8,280.00	\$450.00	\$41,400.00
29	464-7005	BASE	RC PIPE (CL III)(24 IN)	LF	46	\$140.00	\$6,440.00	\$240.00	\$11,040.00	\$240.00	\$11,040.00
30	464-7013	BASE	RC PIPE (CL III)(60 IN)	LF	327	\$445.00	\$145,515.00	\$335.00	\$109,545.00	\$430.00	\$140,610.00
31	465-7004	BASE	MANH (COMPL)(PRM)(72IN)	EA	3	\$12,500.00	\$37,500.00	\$14,000.00	\$42,000.00	\$31,960.00	\$95,880.00
32	465-7126	BASE	INLET (COMPL)(PSL)(FG)(3FTX3FT- 3FTX3FT)	EA	1	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00	\$5,670.00	\$5,670.00
33	465-7130	BASE	INLET (COMPL)(PSL)(FG)(3FTX5FT- 3FTX5FT)	EA	4	\$5,100.00	\$20,400.00	\$9,600.00	\$38,400.00	\$6,670.00	\$26,680.00
34	471-7003	BASE	GRATE & FRAME	EA	2	\$1,500.00	\$3,000.00	\$2,600.00	\$5,200.00	\$6,890.00	\$13,780.00
35	474-7021	BASE	CAST-IN-PLACE TRENCH DRAIN	LF	135	\$900.00	\$121,500.00	\$515.00	\$69,525.00	\$340.00	\$45,900.00
36	479-7004	BASE	ADJUSTING MANHOLES (UTILITY BOX)	EA	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$5,610.00	\$5,610.00
37	481-7027	BASE	PIPE (PVC) (SCH 80) (6 IN)	LF	50	\$100.00	\$5,000.00	\$145.00	\$7,250.00	\$58.00	\$2,900.00
38	481-7028	BASE	PIPE (PVC) (SCH 80) (8 IN)	LF	22	\$140.00	\$3,080.00	\$190.00	\$4,180.00	\$120.00	\$2,640.00
39	496-7002	BASE	REMOV STR (INLET)	EA	3	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$1,160.00	\$3,480.00
40	496-7007	BASE	REMOV STR (PIPE)	LF	408	\$40.00	\$16,320.00	\$70.00	\$28,560.00	\$18.00	\$7,344.00
41	496-7016	BASE	REMOVE STR (RAIL FOUNDATION)	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$19,480.00	\$19,480.00
42	502-7001	BASE	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	\$2,500.00	\$42,500.00	\$1,800.00	\$30,600.00	\$5,000.00	\$85,000.00
43	503-7002	BASE	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$15,000.00	\$30,000.00	\$30,000.00	\$60,000.00	\$81.00	\$162.00
44	505-7001	BASE	TMA (STATIONARY)	DAY	340	\$1.00	\$340.00	\$200.00	\$68,000.00	\$50.00	\$17,000.00
45	505-7003	BASE	TMA (MOBILE OPERATION)	DAY	340	\$1.00	\$340.00	\$200.00	\$68,000.00	\$50.00	\$17,000.00
46	506-7034	BASE	CONSTRUCTION PERIMETER FENCE	LF	832	\$25.00	\$20,800.00	\$7.00	\$5,824.00	\$21.00	\$17,472.00
47	506-7044	BASE	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	90	\$7.00	\$630.00	\$7.00	\$630.00	\$7.00	\$630.00
48	506-7046	BASE	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	\$2.00	\$180.00	\$1.25	\$112.50	\$1.00	\$90.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
49	508-7001	BASE	CONSTRUCTING DETOURS	SY	1,229.00	\$80.00	\$98,320.00	\$70.10	\$86,152.90	\$63.00	\$77,427.00
50	512-7089	BASE	PCTB (FUR&INST)(F-SHAPE OR SNGL SLP)TY1	LF	390	\$70.00	\$27,300.00	\$55.00	\$21,450.00	\$56.00	\$21,840.00
51	512-7090	BASE	PCTB (MOVE)(F-SHAPE OR SNGL SLP)TY1	LF	390	\$7.00	\$2,730.00	\$47.50	\$18,525.00	\$22.00	\$8,580.00
52	512-7092	BASE	PCTB (REMOVE)(F-SHAPE OR SNGL SLP)TY1	LF	390	\$14.00	\$5,460.00	\$36.70	\$14,313.00	\$20.00	\$7,800.00
53	528-7001	BASE	REPLACEMENT PAVERS	SY	1,027.00	\$25.00	\$25,675.00	\$94.00	\$96,538.00	\$20.00	\$20,540.00
54	529-7002	BASE	CONC CURB (TY II)	LF	2,736.00	\$25.00	\$68,400.00	\$19.80	\$54,172.80	\$36.00	\$98,496.00
55	529-7007	BASE	CONC CURB (MONO) (TY II)	LF	492	\$30.00	\$14,760.00	\$2.00	\$984.00	\$44.00	\$21,648.00
56	529-7009	BASE	CONC CURB & GUTTER (TY II)	LF	223	\$35.00	\$7,805.00	\$46.20	\$10,302.60	\$48.00	\$10,704.00
57	545-7002	BASE	CRASH CUSH ATTEN (MOVE & RESET)	EA	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$3,730.00	\$3,730.00
58	545-7004	BASE	CRASH CUSH ATTEN (REMOVE)	EA	2	\$1,100.00	\$2,200.00	\$3,000.00	\$6,000.00	\$2,060.00	\$4,120.00
59	545-7010	BASE	CRASH CUSH ATTEN (INSTL)(R)(N)(TL3)	EA	2	\$33,850.00	\$67,700.00	\$36,000.00	\$72,000.00	\$44,140.00	\$88,280.00
60	545-7014	BASE	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	1	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$15,020.00	\$15,020.00
61	610-7014	BASE	IN RD IL (U/P) (TY 1) (150W EQ) LED	EA	8	\$3,629.00	\$29,032.00	\$1,210.00	\$9,680.00	\$2,100.00	\$16,800.00
62	618-7030	BASE	CONDT (PVC) (SCH 40) (2")	LF	251	\$47.00	\$11,797.00	\$22.00	\$5,522.00	\$25.00	\$6,275.00
63	620-7003	BASE	ELEC CONDR (NO.12) BARE	LF	251	\$4.15	\$1,041.65	\$5.50	\$1,380.50	\$2.00	\$502.00
64	620-7004	BASE	ELEC CONDR (NO.12) INSULATED	LF	502	\$4.15	\$2,083.30	\$5.50	\$2,761.00	\$2.00	\$1,004.00
65	624-7002	BASE	GROUND BOX TY A (122311)W/APRON	EA	1	\$2,850.00	\$2,850.00	\$2,750.00	\$2,750.00	\$1,350.00	\$1,350.00
66	628-7159	BASE	ELC SRV TY D 120/240 060(NS)SS(T)TP(O)	EA	1	\$15,360.00	\$15,360.00	\$6,040.00	\$6,040.00	\$6,100.00	\$6,100.00
67	644-7067	BASE	RELOCATE SM RD SN SUP&AM TY S80	EA	2	\$500.00	\$1,000.00	\$1,100.00	\$2,200.00	\$1,540.00	\$3,080.00
68	662-7049	BASE	WK ZN PAV MRK REMOV (REFL) TY I-C	EA	53	\$5.00	\$265.00	\$4.00	\$212.00	\$4.00	\$212.00
69	662-7051	BASE	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	299	\$5.00	\$1,495.00	\$4.00	\$1,196.00	\$4.00	\$1,196.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
70	662-7065	BASE	WK ZN PAV MRK REMOV (W)6"(BRK)	LF	1,650.00	\$1.20	\$1,980.00	\$0.95	\$1,567.50	\$1.00	\$1,650.00
71	662-7066	BASE	WK ZN PAV MRK REMOV (W)6"(DOT)	LF	87	\$1.20	\$104.40	\$0.95	\$82.65	\$1.00	\$87.00
72	662-7068	BASE	WK ZN PAV MRK REMOV (W)6"(SLD)	LF	3,167.00	\$1.20	\$3,800.40	\$0.95	\$3,008.65	\$1.00	\$3,167.00
73	662-7077	BASE	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	64	\$4.50	\$288.00	\$3.50	\$224.00	\$4.00	\$256.00
74	662-7099	BASE	WK ZN PAV MRK REMOV (Y)6"(DOT)	LF	87	\$1.20	\$104.40	\$0.95	\$82.65	\$1.00	\$87.00
75	662-7100	BASE	WK ZN PAV MRK REMOV (Y)6"(SLD)	LF	12,373.00	\$1.20	\$14,847.60	\$0.95	\$11,754.35	\$1.00	\$12,373.00
76	662-7112	BASE	WK ZN PAV MRK SHT TERM (TAB)TY W	EA	2,651.00	\$2.35	\$6,229.85	\$1.46	\$3,870.46	\$2.00	\$5,302.00
77	662-7114	BASE	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	165	\$2.35	\$387.75	\$1.46	\$240.90	\$2.00	\$330.00
78	666-7009	BASE	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	LF	105	\$1.45	\$152.25	\$1.10	\$115.50	\$1.00	\$105.00
79	666-7024	BASE	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	4,573.00	\$2.50	\$11,432.50	\$2.00	\$9,146.00	\$2.00	\$9,146.00
80	666-7036	BASE	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	545	\$7.50	\$4,087.50	\$6.00	\$3,270.00	\$6.00	\$3,270.00
81	666-7408	BASE	REFL PAV MRK TY I (W)6"(BRK)(100MIL)	LF	4,420.00	\$1.50	\$6,630.00	\$1.10	\$4,862.00	\$1.00	\$4,420.00
82	666-7423	BASE	REFL PAV MRK TY I (Y)6"(SLD)(100MIL)	LF	662	\$1.50	\$993.00	\$1.10	\$728.20	\$1.00	\$662.00
83	672-7002	BASE	REFL PAV MRKR TY I-C	EA	26	\$5.75	\$149.50	\$4.50	\$117.00	\$5.00	\$130.00
84	672-7004	BASE	REFL PAV MRKR TY II-A-A	EA	20	\$5.75	\$115.00	\$4.50	\$90.00	\$5.00	\$100.00
85	672-7006	BASE	REFL PAV MRKR TY II-C-R	EA	389	\$5.65	\$2,197.85	\$4.50	\$1,750.50	\$5.00	\$1,945.00
86	677-7002	BASE	ELIM EXT PM & MRKS (6")	LF	3,200.00	\$1.25	\$4,000.00	\$0.95	\$3,040.00	\$1.00	\$3,200.00
87	677-7004	BASE	ELIM EXT PM & MRKS (8")	LF	600	\$2.00	\$1,200.00	\$1.45	\$870.00	\$1.00	\$600.00
88	677-7008	BASE	ELIM EXT PM & MRKS (24")	LF	20	\$5.50	\$110.00	\$4.25	\$85.00	\$4.00	\$80.00
89	677-7009	BASE	ELIM EXT PM & MRKS (ARROW)	EA	3	\$95.00	\$285.00	\$75.00	\$225.00	\$75.00	\$225.00
90	677-7015	BASE	ELIM EXT PM & MRKS (WORD)	EA	2	\$150.00	\$300.00	\$120.00	\$240.00	\$120.00	\$240.00



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PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91	668-7091	BASE	PREFAB PM TY C (W)(ARROW)	EA	16	\$275.00	\$4,400.00	\$220.00	\$3,520.00	\$220.00	\$3,520.00
92	668-7093	BASE	PREFAB PM TY C (W)(DBL ARROW)	EA	8	\$550.00	\$4,400.00	\$440.00	\$3,520.00	\$440.00	\$3,520.00
93	668-7103	BASE	PREFAB PM TY C (W)(WORD)	EA	16	\$345.00	\$5,520.00	\$275.00	\$4,400.00	\$650.00	\$10,400.00
94	668-7108	BASE	PREFAB PM TY C (W)(RR XING)	EA	3	\$610.00	\$1,830.00	\$485.00	\$1,455.00	\$650.00	\$1,950.00
95	3007-7001	BASE	BONDING COURSE (TACK COAT)	GAL	59	\$708.00	\$41,772.00	\$11.60	\$684.40	\$42.00	\$2,478.00
96	CITY-9004	BASE	SHEET PILING (NZ 40)	SF	17,358.00	\$111.00	\$1,926,738.00	\$90.40	\$1,569,163.20	\$110.00	\$1,909,380.00
97	CITY-9005	BASE	SUMP PUMP & PIT	EA	1	\$120,000.00	\$120,000.00	\$300,000.00	\$300,000.00	\$48,930.00	\$48,930.00
BRIDGE ITEMS											
98	403-7001	BASE	TEMPORARY SPL SHORING	SF	633.5	\$100.00	\$63,350.00	\$1.00	\$633.50	\$30.00	\$19,005.00
99	416-7004	BASE	DRILL SHAFT (24 IN)	LF	1,860.00	\$295.00	\$548,700.00	\$465.00	\$864,900.00	\$270.00	\$502,200.00
100	420-7002	BASE	CL A CONC (MISC)	CY	5.7	\$780.00	\$4,446.00	\$6,500.00	\$37,050.00	\$1,370.00	\$7,809.00
101	420-7012	BASE	CL C CONC (ABUT)	CY	80.6	\$2,500.00	\$201,500.00	\$2,100.00	\$169,260.00	\$1,400.00	\$112,840.00
102	420-7067	BASE	CL C CONC (MISC)	CY	94.5	\$800.00	\$75,600.00	\$2,200.00	\$207,900.00	\$800.00	\$75,600.00
103	422-7007	BASE	REINF CONC SLAB (SLAB BEAM)	SF	3,450.00	\$45.00	\$155,250.00	\$30.00	\$103,500.00	\$53.00	\$182,850.00
104	423-7019	BASE	RETAINING WALL (DRILL SHAFT)(FASCIA)	SF	2,704.20	\$105.00	\$283,941.00	\$150.00	\$405,630.00	\$300.00	\$811,260.00
105	425-7018	BASE	PRESTR CONC SLAB BEAM (4SB15)	LF	68	\$465.00	\$31,620.00	\$300.00	\$20,400.00	\$680.00	\$46,240.00
106	425-7019	BASE	PRESTR CONC SLAB BEAM (5SB15)	LF	612	\$332.00	\$203,184.00	\$300.00	\$183,600.00	\$520.00	\$318,240.00
107	450-7024	BASE	RAIL (TY SSTR)	LF	71.5	\$230.00	\$16,445.00	\$135.00	\$9,652.50	\$300.00	\$21,450.00
108	450-7032	BASE	RAIL (TY C221)	LF	34.5	\$110.00	\$3,795.00	\$510.00	\$17,595.00	\$610.00	\$21,045.00
109	450-7049	BASE	RAIL (CLF-RO)	LF	34.5	\$300.00	\$10,350.00	\$545.00	\$18,802.50	\$610.00	\$21,045.00
110	512-7086	BASE	PTB (MOVE)(SSCB OR CSB)(TY1)OR(STL)	LF	34.5	\$15.00	\$517.50	\$48.00	\$1,656.00	\$250.00	\$8,625.00
111	556-7007	BASE	PIPE UNDERDRAINS (TY 7) (6")	LF	635.37	\$31.00	\$19,696.47	\$60.00	\$38,122.20	\$110.00	\$69,890.70
PEDESTRIAN ITEMS											
112	450-7032	BASE	RAIL (TY C221)	LF	82.7	\$110.00	\$9,097.00	\$260.00	\$21,502.00	\$610.00	\$50,447.00
113	450-7044	BASE	RAIL (TY PR11)	LF	288	\$250.00	\$72,000.00	\$135.00	\$38,880.00	\$220.00	\$63,360.00
114	450-7059	BASE	RAIL (HANDRAIL)(TY B)	LF	547	\$150.00	\$82,050.00	\$100.00	\$54,700.00	\$340.00	\$185,980.00
115	531-7003	BASE	CONC SIDEWALKS (6")	SY	2,327.00	\$90.00	\$209,430.00	\$115.00	\$267,605.00	\$87.00	\$202,449.00



BID OPENING MAY 28, 2026 AT 4:00 PM

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 05-26-C19-1328 FM 2220 (WARE ROAD) UNDERGROUND TRAIL PASSING

COMPANIES 4-6

BIDDERS						LUCANIA CONTRACTORS LLC MISSION, TX		FOREMOST PAVING INC WESLACO, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
116	531-7005	BASE	CURB RAMPS (TY 1)	EA	1	\$2,200.00	\$2,200.00	\$5,700.00	\$5,700.00	\$4,580.00	\$4,580.00
UTILITY ITEMS											
117	7004-7007	BASE	WATER MAIN (PVC) (C-900)(12")	LF	270	\$90.00	\$24,300.00	\$200.00	\$54,000.00	\$110.00	\$29,700.00
118	7025-7008	BASE	GATE VALVE W BOX (12")	EA	2	\$6,150.00	\$12,300.00	\$5,500.00	\$11,000.00	\$8,670.00	\$17,340.00
119	7006-7024	BASE	SAN SEWER (PVC)(C-900)(12")	LF	259	\$70.00	\$18,130.00	\$220.00	\$56,980.00	\$120.00	\$31,080.00
120	7006-7039	BASE	MANHOLE (SAN SEWER)(4 FT DIA)	EA	3	\$13,500.00	\$40,500.00	\$17,000.00	\$51,000.00	\$21,140.00	\$63,420.00
121	CITY-9001	BASE	90 DEGREE ELBOW (12")	EA	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$4,390.00	\$4,390.00
122	CITY-9002	BASE	45 DEGREE ELBOW (12")	EA	2	\$3,400.00	\$6,800.00	\$2,100.00	\$4,200.00	\$4,310.00	\$8,620.00
123	CITY-9003	BASE	MJ TEE (12")	EA	6	\$2,000.00	\$12,000.00	\$2,200.00	\$13,200.00	\$4,680.00	\$28,080.00
GRAND TOTAL:						\$5,686,442.12		\$6,119,720.16		\$6,560,487.70	
NUMBER OF DAYS TO COMPLETE THE PROJECT (NOT TO EXCEED 313 WORKING DAYS):						313		313		306	



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.E.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/13/2026

1. Agenda Item: Award of Contract for the 1st Street at Beaumont Avenue Drainage Improvements (Project No. 06-26-C33-651).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Consideration of Award of Contract for construction of the 1st Street at Beaumont Ave. Drainage Improvements (Project No. 06-26-C33-651)
5. Fiscal Impact Summary: Account number: 318-8732-436-66-36 ID2314 Budget \$217,682
6. Budgeted: Yes

Bid Amount:	<u>\$177,203.50</u>	Budgeted Amount:	<u>\$217,682.00</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Roberto Garza	Created/Initiated - 07/01/2026
Eduardo Mendoza	Approved - 07/01/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	New -
Michelle Rivera	-
8. Staff Recommendation: The Engineer of Record, Ivan Garcia Rio Delta Engineering Inc., and staff recommend award of contract to the lowest responsive bidder, **2GS LLC DBA Earthworks Enterprise, of Penitas, Texas**, in the amount of **\$177,203.50** with a contract time not to exceed **45-working days**.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: July 13, 2026
Subject: **Award of Contract: 1st Street at Beaumont Ave. Drainage Improvements**
(Prj. No.: 06-26-C33-651)

Goal

Consideration of Award of Contract for construction of 1st Street at Beaumont Ave. Drainage Improvements.

Explanation

On June 25th, 2026, the Purchasing and Contracting department received six (6) bid proposals for the above referenced project.

The scope of work focuses on stormwater management. The project includes approximately 300 linear feet of new slotted drain system and concrete laydown curb/gutter, related appurtenance, and associated pavement reconstruction. The project also includes approximately 325 linear feet of alley reconstruction, concrete apron, and valley gutter flatwork. This infrastructure will facilitate the capture and conveyance of stormwater runoff.

Below is a summary of the three lowest, responsive bids.

Bidder	Bid Amount	Working Days to Complete
2GS, LLC DBA Earthworks Enterprise, Penitas, TX.	\$ 177,203.50	45
AJ3 Construction, LLC, Weslaco, TX	\$ 180,547.29	45
Benchmark Utility Contractors, Inc, Edinburg, TX.	\$ 185,175.00	45

Also attached is a complete and detailed bid tabulation for your review.

Options

- 1) Award to lowest responsive bidder.
- 2) Reject all bids and re-advertise the project.

Recommendation

The Engineer of Record, Ivan Garcia Rio Delta Engineering Inc., and staff recommend award of contract to the lowest responsive bidder, **2GS LLC DBA Earthworks Enterprise, of Penitas, Texas**, in the amount of **\$ 177,203.50** with a contract time not to exceed **45-working days**.



BID OPENING: JUNE 25, 2026 AT 3:00 P.M. CDT

LOCATION: MCALLEN CITY HALL, 2ND FLOOR, CONFERENCE ROOM 2A

PROJECT NO. 06-26-C33-651 1ST STREET AT BEAUMONT AVE. DRAINAGE IMPROVEMENTS

					2GS, LLC DBA EARTHERWORKS ENTERPRISE PENITAS, TX		AJ3 CONSTRUCTION LLC WESLACO, TX		BENCHMARK UTILITY CONTRACTORS INC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
PAVING & DRAINAGE										
91327-1	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING ASPHALT PAVEMENT; 2- IN THK (TYP)	SY	925	\$5.00	\$4,625.00	\$8.76	\$8,103.00	\$5.00	\$4,625.00
91327-2	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING CONCRETE CURB & GUTTER (TYP)	LF	268	\$7.50	\$2,010.00	\$14.60	\$3,912.80	\$5.00	\$1,340.00
91327-3	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING 6' CONCRETE VALLEY GUTTER (TYP)	LF	48	\$18.00	\$864.00	\$28.47	\$1,366.56	\$20.00	\$960.00
91327-4	BASE	PAVING IMPROVEMENTS: FLEXIBLE BASE (8-IN) TY F, GR 4; COMPLETE IN PLACE	SY	575	\$22.00	\$12,650.00	\$32.12	\$18,469.00	\$25.00	\$14,375.00
91327-5	BASE	PAVING IMPROVEMENTS: SUBGRADE (6-IN), LIME STABILIZED 2% BY WEIGHT; COMPLETE IN PLACE	SY	810	\$11.25	\$9,112.50	\$29.20	\$23,652.00	\$10.00	\$8,100.00
91327-6	BASE	PAVING IMPROVEMENTS: HMAC (2- IN) TY D FINE SURFACE W/LIMESTONE AGGREGATE; COMPLETE IN PLACE	SY	446	\$27.00	\$12,042.00	\$26.28	\$11,720.88	\$25.00	\$11,150.00
91327-7	BASE	PAVING IMPROVEMENTS: 24-INCH CONCRETE CURB & GUTTER (TYP)	LF	325	\$28.00	\$9,100.00	\$23.36	\$7,592.00	\$25.00	\$8,125.00

					2GS, LLC DBA EARTHERWORKS ENTERPRISE PENITAS, TX		AJ3 CONSTRUCTION LLC WESLACO, TX		BENCHMARK UTILITY CONTRACTORS INC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91327-8	BASE	PAVING IMPROVEMENTS: OPEN, CUT, PATCH AND REPAIR (BACKFILL TRENCH W/CEMENT STABILIZED SAND WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARDS PROCTOR DENSITY; COMPLETE IN PLACE)	SY	15	\$300.00	\$4,500.00	\$175.20	\$2,628.00	\$100.00	\$1,500.00
91327-9	BASE	PAVING IMPROVEMENTS: 6' REINFORCED CONCRETE VALLEY GUTTER	LF	48	\$71.00	\$3,408.00	\$70.08	\$3,363.84	\$60.00	\$2,880.00
91327-10	BASE	PAVING IMPROVEMENTS: 7" REINFORCED CONCRETE APRON (ALLEY)	SF	2,100.00	\$9.50	\$19,950.00	\$11.68	\$24,528.00	\$12.00	\$25,200.00
91327-11	BASE	DRAINAGE IMPROVEMENTS: 12- INCH ADS SLOTTED DRAIN AND LAYDOWN CURB (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	140	\$280.00	\$39,200.00	\$116.80	\$16,352.00	\$350.00	\$49,000.00
91327-12	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE AND LAYDOWN CURB & GUTTER (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	126	\$71.00	\$8,946.00	\$81.76	\$10,301.76	\$120.00	\$15,120.00
91327-13	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE AND REGULAR CURB & GUTTER (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	24	\$71.00	\$1,704.00	\$81.76	\$1,962.24	\$125.00	\$3,000.00
91327-14	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE (LF, COMPLETE IN PLACE)	LF	28	\$39.00	\$1,092.00	\$55.48	\$1,553.44	\$100.00	\$2,800.00
91327-15	BASE	DRAINAGE IMPROVEMENTS: 2 FT X 3 FT NYOPLAST CATCH BASIN (EA, COMPLETE IN PLACE, AS PER DETAIL)	EA	4	\$8,200.00	\$32,800.00	\$5,110.00	\$20,440.00	\$5,000.00	\$20,000.00
91327-16	BASE	DRAINAGE IMPROVEMENTS: TIE IN TO EXIST GRATED INLET	EA	1	\$1,900.00	\$1,900.00	\$1,971.77	\$1,971.77	\$2,000.00	\$2,000.00

					2GS, LLC DBA EARTHERWORKS ENTERPRISE PENITAS, TX		AJ3 CONSTRUCTION LLC WESLACO, TX		BENCHMARK UTILITY CONTRACTORS INC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91327-17	BASE	TRAFFIC CONTROL (FURNISH AND MAINTAIN ALL DEVICES)	LS	1	\$3,000.00	\$3,000.00	\$6,570.00	\$6,570.00	\$5,000.00	\$5,000.00
WATER LINE ADJUSTMENTS										
91327-18	BASE	ADJUST CONFLICT WITH 3" WATER LINE GOING WEST INTO THE ALLEY (EA, COMPLETE IN PLACE)	EA	1	\$2,800.00	\$2,800.00	\$7,300.00	\$7,300.00	\$3,000.00	\$3,000.00
91327-19	BASE	ADJUST CONFLICT WITH 8" WATER LINE GOING SOUTH (EA, COMPLETE IN PLACE)	EA	1	\$7,500.00	\$7,500.00	\$8,760.00	\$8,760.00	\$7,000.00	\$7,000.00
GRAND TOTAL:					\$177,203.50		\$180,547.29		\$185,175.00	



BID OPENING: JUNE 25, 2026 AT 3:00 P.M. CDT

LOCATION: MCALLEN CITY HALL, 2ND FLOOR, CONFERENCE ROOM 2A

PROJECT NO. 06-26-C33-651 1ST STREET AT BEAUMONT AVE. DRAINAGE IMPROVEMENTS

					PHOENIX CONTRACTOR SERVICES, LLC SAN BENITO, TX		GO UNDERGROUND LLC HARLINGEN, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
PAVING & DRAINAGE										
91327-1	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING ASPHALT PAVEMENT; 2- IN THK (TYP)	SY	925	\$10.00	\$9,250.00	\$12.00	\$11,100.00	\$31.00	\$28,675.00
91327-2	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING CONCRETE CURB & GUTTER (TYP)	LF	268	\$15.84	\$4,245.12	\$18.00	\$4,824.00	\$18.00	\$4,824.00
91327-3	BASE	PAVING IMPROVEMENTS: REMOVE EXISTING 6' CONCRETE VALLEY GUTTER (TYP)	LF	48	\$26.41	\$1,267.68	\$18.00	\$864.00	\$45.00	\$2,160.00
91327-4	BASE	PAVING IMPROVEMENTS: FLEXIBLE BASE (8-IN) TY F, GR 4; COMPLETE IN PLACE	SY	575	\$33.01	\$18,980.75	\$30.61	\$17,600.75	\$25.00	\$14,375.00
91327-5	BASE	PAVING IMPROVEMENTS: SUBGRADE (6-IN), LIME STABILIZED 2% BY WEIGHT; COMPLETE IN PLACE	SY	810	\$11.88	\$9,622.80	\$13.73	\$11,121.30	\$18.00	\$14,580.00
91327-6	BASE	PAVING IMPROVEMENTS: HMAC (2- IN) TY D FINE SURFACE W/LIMESTONE AGGREGATE; COMPLETE IN PLACE	SY	446	\$35.65	\$15,899.90	\$33.01	\$14,722.46	\$53.00	\$23,638.00
91327-7	BASE	PAVING IMPROVEMENTS: 24-INCH CONCRETE CURB & GUTTER (TYP)	LF	325	\$36.97	\$12,015.25	\$22.00	\$7,150.00	\$49.00	\$15,925.00

					PHOENIX CONTRACTOR SERVICES, LLC SAN BENITO, TX		GO UNDERGROUND LLC HARLINGEN, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91327-8	BASE	PAVING IMPROVEMENTS: OPEN, CUT, PATCH AND REPAIR (BACKFILL TRENCH W/CEMENT STABILIZED SAND WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARDS PROCTOR DENSITY; COMPLETE IN PLACE)	SY	15	\$142.00	\$2,130.00	\$130.00	\$1,950.00	\$997.00	\$14,955.00
91327-9	BASE	PAVING IMPROVEMENTS: 6' REINFORCED CONCRETE VALLEY GUTTER	LF	48	\$92.42	\$4,436.16	\$140.00	\$6,720.00	\$127.00	\$6,096.00
91327-10	BASE	PAVING IMPROVEMENTS: 7" REINFORCED CONCRETE APRON (ALLEY)	SF	2,100.00	\$16.50	\$34,650.00	\$27.29	\$57,309.00	\$17.00	\$35,700.00
91327-11	BASE	DRAINAGE IMPROVEMENTS: 12- INCH ADS SLOTTED DRAIN AND LAYDOWN CURB (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	140	\$178.24	\$24,953.60	\$288.03	\$40,324.20	\$144.00	\$20,160.00
91327-12	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE AND LAYDOWN CURB & GUTTER (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	126	\$118.83	\$14,972.58	\$130.00	\$16,380.00	\$161.00	\$20,286.00
91327-13	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE AND REGULAR CURB & GUTTER (LF, COMPLETE IN PLACE, AS PER DETAIL	LF	24	\$113.55	\$2,725.20	\$130.00	\$3,120.00	\$412.00	\$9,888.00
91327-14	BASE	DRAINAGE IMPROVEMENTS: 12- INCH HP STORM PIPE (LF, COMPLETE IN PLACE)	LF	28	\$92.42	\$2,587.76	\$130.00	\$3,640.00	\$174.00	\$4,872.00
91327-15	BASE	DRAINAGE IMPROVEMENTS: 2 FT X 3 FT NYOPLAST CATCH BASIN (EA, COMPLETE IN PLACE, AS PER DETAIL)	EA	4	\$7,261.73	\$29,046.92	\$10,500.00	\$42,000.00	\$13,037.00	\$52,148.00

					PHOENIX CONTRACTOR SERVICES, LLC SAN BENITO, TX		GO UNDERGROUND LLC HARLINGEN, TX		TEXAS CORDIA CONSTRUCTION LLC EDINBURG, TX	
REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
91327-16	BASE	DRAINAGE IMPROVEMENTS: TIE IN TO EXIST GRATED INLET	EA	1	\$4,621.10	\$4,621.10	\$8,500.00	\$8,500.00	\$3,944.00	\$3,944.00
91327-17	BASE	TRAFFIC CONTROL (FURNISH AND MAINTAIN ALL DEVICES)	LS	1	\$4,621.10	\$4,621.10	\$22,400.00	\$22,400.00	\$11,233.00	\$11,233.00
WATER LINE ADJUSTMENTS										
91327-18	BASE	WATER LINE GOING WEST INTO THE ALLEY (EA, COMPLETE IN PLACE)	EA	1	\$4,951.18	\$4,951.18	\$14,000.00	\$14,000.00	\$8,229.00	\$8,229.00
91327-19	BASE	ADJUST CONFLICT WITH 8" WATER LINE GOING SOUTH (EA, COMPLETE IN PLACE)	EA	1	\$7,921.89	\$7,921.89	\$14,000.00	\$14,000.00	\$8,229.00	\$8,229.00
GRAND TOTAL:					\$208,898.99		\$297,725.71		\$299,917.00	

1st Street at Beaumont Ave. Drainage Improvements

Location Map

Legend

 Project Extents





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.A.

DATE SUBMITTED

07/02/2026

MEETING DATE

7/13/2026

1. Agenda Item: Providing for a Budget Amendment for FM2220 Landscape Medians.

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

Account No.	Description	Original/Revised Budget	Debit/Credit	Revised Budget
110-8702-436-66-36-Pending	FM2220 Landscape Medians (New Project)	\$0.00	\$1,860,400	\$1,860,400
110-0000-290-99-00-0000	Development Corp. Fund	\$14,576,809	(\$1,860,400)	\$12,716,409
		\$14,576,809	\$0	\$14,576,809

**Subject to Budget Amendment

6. Budgeted: No

Bid Amount: \$1,860,400
Under Budget: \$0.00

Budgeted Amount: \$0.00
Over Budget: \$0.00
Amount Remaining: \$0.00

7. Routing:

Jose Perez	Created/Initiated - 07/02/2026
Eduardo Mendoza	Approved - 07/02/2026
Angie Rodriguez	Approved - 07/07/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Final Approval - 07/10/2026

8. Staff Recommendation: Staff recommends approval of the budget amendment as presented.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



MEMORANDUM

To: Issac J. Tawil., City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., Director of Engineering
Date: July 13, 2026

Subject: Budget Amendment for FM2220 (Ware Road) Landscape in the Medians Limits from SH107 to Auburn Avenue (Mile 5 Road).

Goal

Consideration and approval of a budget amendment for the installation of landscaped medians as part of the FM 2220 (Ware Road) Widening Project.

Explanation

This item requests consideration and approval of a budget amendment to fund the installation of landscaped medians along FM 2220 (Ware Road) from SH 107 to Auburn Avenue (Mile 5 Road).

The FM 2220 (Ware Road) Widening Project will be constructed by TxDOT. Through an Advance Funding Agreement (AFA), the City of McAllen will participate in the project by upgrading the proposed standard concrete medians to landscaped medians. This enhancement will improve the corridor's aesthetics, create a more attractive gateway into the City, and contribute to the overall character of the roadway.

The estimated cost associated with the median landscaping improvements is **\$1,860,400**. Funding for these improvements will be provided through the proposed budget amendment.

Budget Adjustments FY 25-26				
Fund	Account Name	Original	Adjustment	Revised Budget
Development Corporation Fund				
	FM2220 Landscape Medians (New Project).	-	\$1,860,400	\$1,860,400
	Development Corporation Fund Balance (DO NOT POST)	\$14,576,809	(\$1,860,400)	\$12,716,409

Options

- 1) **Approve budget amendment.**
- 2) Disapprove budget amendment.

Recommendation

Staff recommends approval of the budget amendment as presented.

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF MCALLEN FOR THE FISCAL YEAR 2025-2026 EFFECTIVE OCTOBER 1, 2025, BY PROVIDING FOR A BUDGET AMENDMENT FROM THE DEVELOPMENT CORPORATION FUND BALANCE IN THE AMOUNT OF \$1,860,400.00 FOR THE INSTALLATION OF LANDSCAPED MEDIANS ALONG FM 2220 (WARE ROAD) FROM SH 107 TO AUBURN AVENUE (MILE 5 ROAD)

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 beginning 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 2025-101 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 on July 13, 2026, 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 on July 14, 2026.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



BUDGET AMENDMENT REQUEST FORM

FUND: DEVELOPMENT CORPORATION
DEPARTMENT: ENGINEERING
FISCAL YEAR: 25-26

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
110	8702	436	66-36	Pending	FM2220 Landscape Medians (New Project)	-	1,860,400	\$ 1,860,400
110	0000	290	99-00	000000	Development Corp. Fund - Fund Balance(DON'T POST)	14,576,809	(1,860,400)	12,716,409
								-
								-
								-
								-
TOTALS						\$ 14,576,809	\$ -	\$ 14,576,809

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

This item requests consideration and approval of a budget amedment to fund the installation of landscaped medians along FM2220 (Ware Road) from SH107 to Auburn Avenue (Mile 5 Road).

City Manager

Signature

Date

Office of Management & Budget

Signature

Date

Finance

Signature

Date



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.B.

DATE SUBMITTED

06/29/2026

MEETING DATE

7/13/2026

1. Agenda Item: Providing of an Ordinance for the Fiscal Year 2026–2027 Annual Action Plan, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs, and authorizing submission of the plan to the U.S. Department of Housing and Urban Development (HUD).
2. Party Making Request: Julia Lash
3. Applicant: Julia Lash
4. Nature of Request:

The Grant Administration and Community Development Department, in coordination with the Community Development Advisory Committee (CDAC), respectfully requests approval of the FY 2026–2027 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

The CDAC conducted a comprehensive review and evaluation of all eligible applications over several months and developed funding recommendations based on community needs, program eligibility requirements, and established funding priorities. The proposed Annual Action Plan outlines the City's intended use of federal entitlement funds for Program Year 2026–2027.

All required programmatic and citizen participation activities, including public notices, public hearings, application review, and funding recommendations, have been completed in accordance with U.S. Department of Housing and Urban Development (HUD) regulations. Approval of the Annual Action Plan will authorize its submission to HUD and allow the City to implement the proposed activities and funding allocations for the upcoming program year.

5. Fiscal Impact Summary:

CDBG Allocation \$1,546,480
HOME Allocation \$504,383.56
Total \$2,050,863.56

No local match is required.

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:

Julia Lash	Created/Initiated - 06/29/2026
Angie Rodriguez	Approved - 06/29/2026
Sonia Resendez	Approved - 06/30/2026
Gerardo Noriega	New -
Michelle Rivera	-
Martin Canales	-

8. Staff Recommendation: Staff recommends approval of the ordinance authorizing submission of the FY 2026–2027 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD), including the proposed Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities and funding allocations.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

To: Isaac J. Tawil, City Manager
Through: Michelle Rivera, Deputy City Manager
From: Julia D. Lash, Director of Grant Administration
Date: July 13, 2026
Subject: Approval of CDBG Proposed Annual Action Plan 2026-2027

Goal – The Community Development Advisory Council (CDAC) respectfully requests approval of the FY 2026-2027 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

Explanation – The City previously submitted its Consolidated Plan and Strategy (CPS), which outlines the use of HUD funds over a five-year period. The Annual Action Plan for FY 2026-2027 was developed in alignment with the goals and objectives of that CPS.

In preparing the Action Plan, the City adhered to HUD's citizen participation requirements. Between January and July 2026, the CDAC conducted two public hearings, interviewed applicant agencies, and held council meetings to evaluate and deliberate on all project proposals. After careful review, the CDAC finalized its funding recommendations for the 2026-2027 Program Year.

In compliance with federal regulations, public comments on the proposed Annual Action Plan were solicited during a 30-day comment period from May 31, 2026 to June 30, 2026. No comments were received during this period.

Options

- A. City Commission may approve as submitted.
- B. City Commission may modify the recommendation and approve any revision(s).

Recommendation – The CDAC and staff recommends approval of the Ordinance enacting the FY 2026-2027 Annual Action Plan including Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME), programs and budget.

ORDINANCE NO. 2026-

AN ORDINANCE ADOPTING THE ANNUAL ACTION PLAN APPLICATION AND BUDGET FOR HUD ENTITLEMENT FUNDS TO BE RECEIVED BY THE CITY OF McALLEN UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED; ESTABLISHING AN ANNUAL BUDGET PERIOD OF OCTOBER 1, 2026 TO SEPTEMBER 30, 2027; AUTHORIZING THE IMPLEMENTATION OF THE FIFTY-SECOND YEAR PROGRAM; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE AND SEVERABILITY OF SECTIONS AND AUTHORIZING THE MAYOR OR DESIGNEE TO PERFORM ALL ACTIONS NECESSARY TO IMPLEMENT THE PROGRAM.

WHEREAS, the City of McAllen is an entitlement City under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, during the fifty-second year of such entitlement, the City of McAllen will have available for the benefit of its citizens, primarily low-income citizens, \$2,050,863.56; and

WHEREAS, the Community Development Advisory Committee, as established by the City Commission of the City of McAllen, held public hearings and reviewed proposals in regard to the use of Community Development Block Grant and HOME Investment Partnership Program funds and recommended that the budget be approved and adopted; and

WHEREAS, the City of McAllen has completed its Fifty-second Year Community Development Block Grant Application requirements; and

WHEREAS, a copy of the Fifty-second Year Grant Application will be placed on file at the office of the City Secretary of the City of McAllen, Texas.

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

SECTION I: The Fifty-Second Year Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Budget for Fiscal Year 2026-2027 is hereby adopted in the following particulars:

▪ Boys and Girls Club of McAllen – Scholarship Program	\$36,566
Funds will be used for membership, sports and/or summer camp scholarships	
▪ Boys and Girls Club of McAllen – Bonham Internet Infrastructure	\$50,400
Funds will be used for the installation of high-speed internet infrastructure	
▪ Bright Nutrition	\$15,000
Funds will be used to provide nutritious meals for seniors	
▪ C.A.M.P. University	\$20,000
Funds will reimburse the staff salaries who provide services to adults with special needs	
▪ Children’s Advocacy Center	\$15,000
Funds will reimburse salaries of those who provide services to victims of child abuse	
▪ COM Engineering Dept. – Idela Park Subdivision Pavement Improvements	\$252,007.78
Funds will be used for the repaving of streets at Idela Park Subdivision	
▪ COM Engineering Dept. – Olga Ave. at S. 28th St. Drainage Improvements	\$195,517
Funds will be used for the installation of new storm sewer line, new curb inlets, manhole structures and associated pavement reconstruction in the area of Olga Ave at S. 28 th St.	
▪ COM Parks & Recreation Dept. – Roosevelt Elem. City/School Park Improvements	\$132,157.22
Funds will be used for the purchase and installation of a new playground at Roosevelt Elementary School	
▪ Comfort House Services, Inc.	\$48,500
Funds will be used to reimburse the salaries of Caregivers who provide palliative care	
▪ Communities in Schools of Hidalgo County	\$22,566
Funds will be used to reimburse staff salaries who provide MISD students with mental, behavioral, academic and social well-being support	
▪ Community HOPE Projects, Inc./HOPE Family Health Center	\$20,000
Funds will provide medical care, diagnostic services, lab work, referrals to specialists and counseling to the uninsured	
▪ Court Appointed Special Advocates of Hidalgo County	\$5,000
Funds will reimburse salaries of those who oversee cases services for abused children	
▪ Dentist Who Care Inc.	\$3,000
Funds will be used to provide vouchers for dental treatment	
▪ Easter Seals – Rio Grande Valley	\$21,840
Funds will be used to provide short term childcare tuition assistance	
▪ Make a Wish RGV	\$6,500
Funds will grant wishes to children with critical illnesses	
▪ McAllen Fire Department – Breathing Air Compressor	\$56,907
Funds will be used to purchase a breathing air compressor	
▪ McAllen Fire Department – Bunker Gear Extractor	\$23,923
Funds will be used to purchase a bunker gear washing machine	
▪ McAllen Fire Department – Fire Equipment	\$94,300
Funds will be used to purchase fire equipment	

▪ McAllen Food Pantry	\$10,000
Funds will be used for the purchase of food to be distributed via several citywide pantries	
▪ McAllen Public Utilities – Balboa Acres Manhole Rehabilitation Phase 1	\$200,000
Funds will be used for the purchase of manhole covers, structural repairs, and bench reconstruction to restore proper flow conditions	
▪ Silver Ribbon Community Partners	\$3,000
Funds will be used to provide durable medical equipment for persons with disabilities	
▪ Team Mario	\$5,000
Funds will be used to provide scholarships for SOAR Academy, Summer Camp and Club membership	
▪ CDBG Administration	\$309,296
Funds will be used for program administration	
▪ Proyecto Azteca – New Construction	\$453,945.20
Funds will be used for the construction of homes throughout the City	
▪ HOME Administration	\$50,438.36
Funds will be used for program administration	

And, in compliance with the Community Housing Development Organization (CHDO) and Community Based Development Organization (CBDO) Agreements, CHDO and CBDO Proceeds, as defined by the U.S. Department of Housing and Urban Development, received during the program year will remain with Affordable Homes of South Texas, Inc. and may be subject to City approval prior to expenditure.

SECTION II: The Fifty-second Year Community Development Block Grant Application of the City of McAllen is hereby approved and shall be submitted to the U. S. Department of Housing and Urban Development (HUD), upon execution by the Mayor of the City of McAllen, Texas. The Mayor or designee is hereby authorized to sign the contracts with HUD, contracts resulting from HUD funding, as well as perform all other actions necessary to implement this program.

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

SECTION IV: This ordinance shall become effective upon its passage and publication in accordance with the law.

SECTION V: Should any part or parts of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining portions thereof and such remaining parts shall remain in full force and effect and to

that extent that section is considered severable.

CONSIDERED, PASSED and APPROVED this 13th day of July 2026, at a Regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of _____, 2026.

CITY OF McALLEN

Javier Villalobos, Mayor

ATTEST

Perla Lara, City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.A.

DATE SUBMITTED

06/29/2026

MEETING DATE

7/13/2026

1. Agenda Item: Authorizing the resolution of an application to the HUD Section 108 Loan Guarantee Program.

2. Party Making Request: Julia Lash

3. Applicant: Julia Lash

4. Nature of Request:

The City of McAllen requests a HUD Section 108 Loan Guarantee in the amount of \$8,042,000 utilizing Program Year 2025 Community Development Block Grant entitlement borrowing authority.

5. Fiscal Impact Summary: No local match is required.

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Priscilla Avila

Created/Initiated - 06/29/2026

Julia Lash

Approved - 06/29/2026

Juan Gloria

Approved - 06/30/2026

Angie Rodriguez

Approved - 07/06/2026

Sonia Resendez

Approved - 07/08/2026

Gerardo Noriega

Approved - 07/09/2026

Michelle Rivera

Approved - 07/10/2026

Martin Canales

New -

8. Staff Recommendation: Staff recommends approval of the submission of the application to the HUD Section 108 Loan Guarantee Program.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

To: Isaac J. Tawil, City Manager
Through: Michelle Rivera, Deputy City Manager
From: Julia D. Lash, Director of Grant Administration
Date: July 13, 2026
Subject: Section 108 Loan Guarantee Program Application

Goal: Resolution authorizing the submission of a grant application to the U.S. Department of Housing and Urban Development under the HUD Section 108 Loan Guarantee in the amount of \$8,042,000 utilizing Program Year 2025 Community Development Block Grant entitlement borrowing authority.

Brief Explanation of the item:

The City of McAllen requests an \$8,042,000 HUD Section 108 Loan Guarantee using its Program Year 2025 Community Development Block Grant borrowing authority.

The project will fund the design and construction of a new fire station in a HUD-eligible Low- and Moderate-Income (LMA) service area and purchase essential emergency response vehicles and equipment, including a fire engine, water tanker, rescue truck, specialized firefighting and rescue equipment, and communications and safety systems. This investment advances the City's Consolidated Plan by improving public safety infrastructure, expanding emergency service capacity in underserved areas, and enhancing emergency response, disaster preparedness, and life-safety services for residents in HUD-qualified census tracts.

Options:

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

Recommendation: Staff recommends approval of the submission of the City's application to the U.S. Department of Housing and Urban Development (HUD) for participation in the Section 108 Loan Guarantee Program.

RESOLUTION NO. 2026-__

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE HUD SECTION 108 LOAN GUARANTEE PROGRAM IN THE AMOUNT OF \$8,042,000 UTILIZING PROGRAM YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT BORROWING AUTHORITY.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the City of McAllen has determined that improvements to the City's public safety infrastructure are necessary to protect the health, safety, and welfare of its residents; and

WHEREAS, the City desires to apply for financing through the U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program to support eligible community development activities that principally benefit low- and moderate-income persons and neighborhoods; and

WHEREAS, the proposed Section 108 Loan will be used to finance the design and construction of a new fire station and the acquisition of critical fire and emergency response apparatus and equipment, including, but not limited to:

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

- 1) The McAllen Police Department, through the Grant Administration Office, is hereby directed to prepare and submit an application to the HUD Section 108 Loan Guarantee Program in the amount of \$8,042,000 utilizing Program Year 2025 Community Development Block Grant entitlement borrowing authority.
- 2) Upon the approval of this application, the City Manager 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) The City of McAllen designates the Grants and Contracts Coordinator as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.
- 4) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Office of the Governor in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 13th day of July 2026, 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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.B.

DATE SUBMITTED

06/30/2026

MEETING DATE

7/13/2026

1. Agenda Item: Resolution in support of the Texas Department of Transportation's (TXDOT) removal of the Pedestrian Overpass Bridge at 23rd Street between Fresno Avenue and Erie Avenue.
2. Party Making Request: Eduardo Mendoza
3. Applicant: Eduardo Mendoza
4. Nature of Request: Consideration of adoption of a Resolution for the support of the Texas Department of Transportation's removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue
5. Fiscal Impact Summary: None
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Eduardo Mendoza	Created/Initiated - 06/30/2026
Eduardo Mendoza	Approved - 06/30/2026
Angie Rodriguez	Approved - 07/06/2026
Sonia Resendez	Approved - 07/08/2026
Gerardo Noriega	Approved - 07/09/2026
Michelle Rivera	Approved - 07/10/2026
Evaristo Garcia	New -
8. Staff Recommendation: Staff recommends the approval of the resolution as presented for support of the Texas Department of Transportation's removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



ENGINEERING DEPARTMENT
MEMORANDUM

To: Isaac J. Tawil, City Manager

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

Date: June 30, 2026

Subject: Resolution – Support of the Texas Department of Transportation’s removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue

Goal

Consideration of adoption of a Resolution for the support of the Texas Department of Transportation’s removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue

Explanation

This agenda item is for approval of a resolution supporting the removal of the pedestrian bridge on 23rd Street between Fresno Avenue and Erie Avenue. The bridge was built to help school children cross safely, but it is no longer being used for that purpose. Due to its age and condition, the bridge has deteriorated and is no longer visually appealing. Approval of this item shows the City’s support for Texas Department of Transportation to remove the bridge.

Options

- 1) Approve adoption of resolution.
- 2) Disapprove adoption of resolution.

Recommendation

Staff recommends the approval of the resolution as presented for support of the Texas Department of Transportation’s removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue.

RESOLUTION NO: 2026 - _____

RESOLUTION BY THE CITY OF MCALLEN BOARD OF COMMISSIONERS IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S REMOVAL OF THE PEDESTRIAN OVERPASS BRIDGE AT 23rd STREET BETWEEN FRESNO AVENUE AND ERIE AVENUE

WHEREAS, Resolution 1971-21 was adopted on June 21, 1971, to request the building of a pedestrian overpass on State Highway 1926 (23rd St.) by the Texas Highway Department (Texas Department of Transportation) to facilitate the crossing of school children between the east and west sides of 23rd St.; and

WHEREAS, the 23rd Street pedestrian overpass bridge is no longer being utilized for the purpose it was constructed, and

WHEREAS, the structural deterioration of the 23rd St. pedestrian overpass bridge has caused it to be in conflict with the visual aesthetic of the City of McAllen, and

WHEREAS, it would be in the best interest of the residents and visitors of the City of McAllen to remove the 23rd St. pedestrian overpass bridge, and

WHEREAS, the 23rd St. pedestrian overpass bridge is under the jurisdiction of the Texas Department of Transportation;

WHEREAS, the City of McAllen expresses its full support and approval for the Texas Department of Transportation to remove the pedestrian overpass bridge on 23rd Street between Fresno Avenue and Erie Avenue, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MCALLEN THAT:

1. That the above recitals are hereby found to be true and correct by the City Commission of the City of McAllen and incorporated herein for all purposes.
2. The mayor is authorized to execute this Resolution in Support of the Texas Department of Transportation's removal of the pedestrian overpass bridge on 23rd Street between Fresno Avenue and Erie Avenue.

CONSIDERED, PASSED and APPROVED on July 13, 2026, 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 on July 14, 2025.

CITY OF MCALLEN, TEXAS

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to Form:

Evaristo Garcia, Jr., Deputy City Attorney

RESOLUTION

STATE OF TEXAS

!

COUNTY OF HIDALGO

!

!

WHEREAS, Thigpen Elementary School in the City of McAllen, Texas, is located on property immediately West of State Highway 1926 through the City of McAllen, such school being located in a highly populated area of the City and adjacent to a main highway where there is a maximum amount of traffic congestion, great utilization of the highway adjacent to said school, and a considerable number of school children attending said school; and

WHEREAS, it has come to the attention of the CITY OF McALLEN that this situation creates an extreme hazard and danger to the safety and well being of the students who attend the said Thigpen Elementary School and due to the fact that traffic surveys indicate a tremendous amount of traffic at the location and the consequent danger of injury to persons and/or damage to property; and there are no sidewalks for students to use in the immediate area and it is necessary for almost one-half (1/2) of the student body to cross State Highway 1926 going to or from School; and

WHEREAS, the Board of Commissioners of the CITY OF McALLEN feel that it is necessary in the public interest and for the safety of school students and for the improvement of traffic conditions that a pedestrian overwalk be constructed over State Highway 1926;

NOW, THEREFORE, BE IT RESOLVED: That the CITY OF McALLEN immediately request the State Highway Department through Mr. R. E. Stotzer, District Engineer, that a pedestrian overpass be immediately constructed over State Highway 1926 at or near the Thigpen Elementary School, the exact location to be determined by survey and study to be made by the said Texas Highway Department.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.A.

DATE SUBMITTED

06/23/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration of a variance request to not require right-of-way dedication for South 2nd Street for the proposed 7-11 McAllen Subdivision, Hidalgo County, Texas; 201 Dallas Avenue. **VAR2026-0015**
2. Party Making Request: City of Mcallen
3. Applicant: 7-11 Mcallen Subdivision
4. Nature of Request: Consideration of a variance request to not require right-of way dedication for S. 2nd Street for the proposed 7-11 McAllen Subdivision, Hidalgo County, Texas; 201 Dallas Avenue. **VAR2026-0015**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/23/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Disapproval because 120ft is the required ROW, but this location only has existing 80ft of ROW.
9. Advisory Board:
10. City Attorney: Approve P&Z's Recommendation -AS
11. Manager's Recommendation: Approve Staff Recommendation - IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Planning Director

DATE: July 13, 2026

SUBJECT: CONSIDERATION OF VARIANCE REQUEST TO WAIVE THE REQUIRED TOTAL RIGHT-OF-WAY DEDICATION OF 120 FEET ALONG S. 2ND STREET FOR PROPOSED 7-11 MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 201 DALLAS AVENUE.

The 7-11 McAllen Subdivision is a proposed one lot subdivision consisting of 1.928 acres and is zoned C-2 (Regional Commercial) District. The subject property is located at southwest corner of S. 2nd street and Dallas Avenue. The surrounding area is characterized by a mix of commercial development to the north and west. Residential neighborhoods to the east and to the south are additional commercial properties along South 2nd Street with larger undeveloped tracts extending farther south.

The engineer, on behalf of the owner, has submitted a variance request to waive the required right-of-way dedication for a total of 120 ft. right-of-way along South 2nd Street.

The variance is from Section 134-105 of the Subdivision Ordinance, which indicates street layout and right-of-way widths must conform to the City's comprehensive and Thoroughfare Plans.

The engineer proposes to maintain the existing right-of-way (80 feet) and not dedicate an additional 20 ft. of ROW for 60 ft. from centerline for 120 ft. total ROW on South 2nd Street. The basis for the request is that South 2nd Street currently operates within an existing 80-foot right-of-way with approximately 61 feet of pavement consisting of four travel lanes and a continuous center turn lane. The applicant further notes that a 20-foot gas pipeline easement exists parallel to South 2nd Street, limiting future roadway improvements without the relocation of the existing gas line.

City departments reviewed the variance request and determined that approval would prevent the City from securing the additional right-of-way needed to achieve the ultimate Thoroughfare Plan width along South 2nd Street. Although the applicant has identified existing right-of-way conditions and utility constraints, staff recommends disapproval to preserve the City's ability to accommodate future roadway improvements.

RECOMMENDATION:

The Planning and Zoning Commission reviewed the subdivision in revised preliminary form, along with the variance request at their June 16, 2026 meeting. The applicant was present and explained the existing 80 ft. right-of-way along this section of S. 2nd street and the existing gas easement which affects any additional dedication. The Board approved the subdivision in revised preliminary form, subject to the stated conditions, and recommended approval of the variance request. There were four members present and voting.

OPTIONS:

1. Disapprove of the variance as recommended by the Planning and Zoning Commission Board.
2. Approve the variance requested by the applicant.
3. Table the variance requests for additional information.

CITY OF McALLEN

Planning & Zoning Commission Meeting

Subdivision Name	<i>7-11 McAllen</i>
Owner Name	<i>MMJG South Texas, LLC</i>
Engineering Firm	<i>Melden & Hunt Inc,</i>
Existing Zoning	<i>C-2 Regional Commercial</i>
Proposed Zoning	<i>C-2 Regional Commercial</i>
Number of Lots	<i>1</i>

City of McAllen Planning Department



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

April 3, 2026

City of McAllen Planning Dept.
Attn: Omar Sotelo, Planning Director
311 N. 15th St.
McAllen, TX 78501

Re: 7-11 McALLEN SUBDIVISION – Variance Request to City of McAllen

Dear Mr. Sotelo:

On behalf of the developer, we respectfully request a variance for the following items.

1. **S. 2ND STREET ROW DEDICATION:**

Requirement: 60 ft. from centerline for 120 ft. total ROW

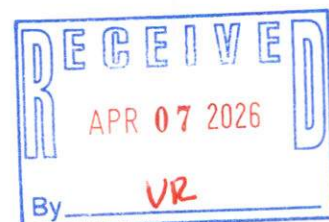
Proposal: The developer is requesting to not dedicate any additional ROW for S. 2nd Street and maintain the uniformity of the ROW in this area. All properties developed on S. 2nd Street have an existing 80 ft. ROW. The existing road section is currently 61.2 ft. of pavement with 4 driving lanes and 1 turn lane. N.A.R

There is an existing 20 ft. Gas Pipeline Easement along S. 2nd Street that would prevent any improvements in this area without relocating the exiting gas line that runs parallel to this ROW.

Your consideration on this matter is greatly appreciated. If you have any questions or comments, please contact our office. Thank you.

Respectfully,

Mario A. Reyna, P.E.
President
Melden & Hunt, Inc.



BEING A SUBDIVISION OF 1.928 ACRES
OUT OF LOT 8, SECTION 8,
HIDALGO CANAL COMPANY'S SUBDIVISION
VOLUME Q, PAGES 175-177, H.C.D.R.
CITY OF McALLEN,
HIDALGO COUNTY, TEXAS

MMGJ SOUTH TEXAS LLC
A TEXAS LIMITED LIABILITY COMPANY

DATE: _____

MAYOR, CITY OF McALLEN

DATE

SEAL OF THE STATE OF TEXAS
 MARIO A. REYNA
 117368
 LICENSED PROFESSIONAL ENGINEER

DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

DATE _____



DRAWN BY: EM DATE 09-23-2025
 REVISION: _____ DATE _____
 SURVEYED, CHECKED _____ DATE _____
 FINAL CHECK _____ DATE _____

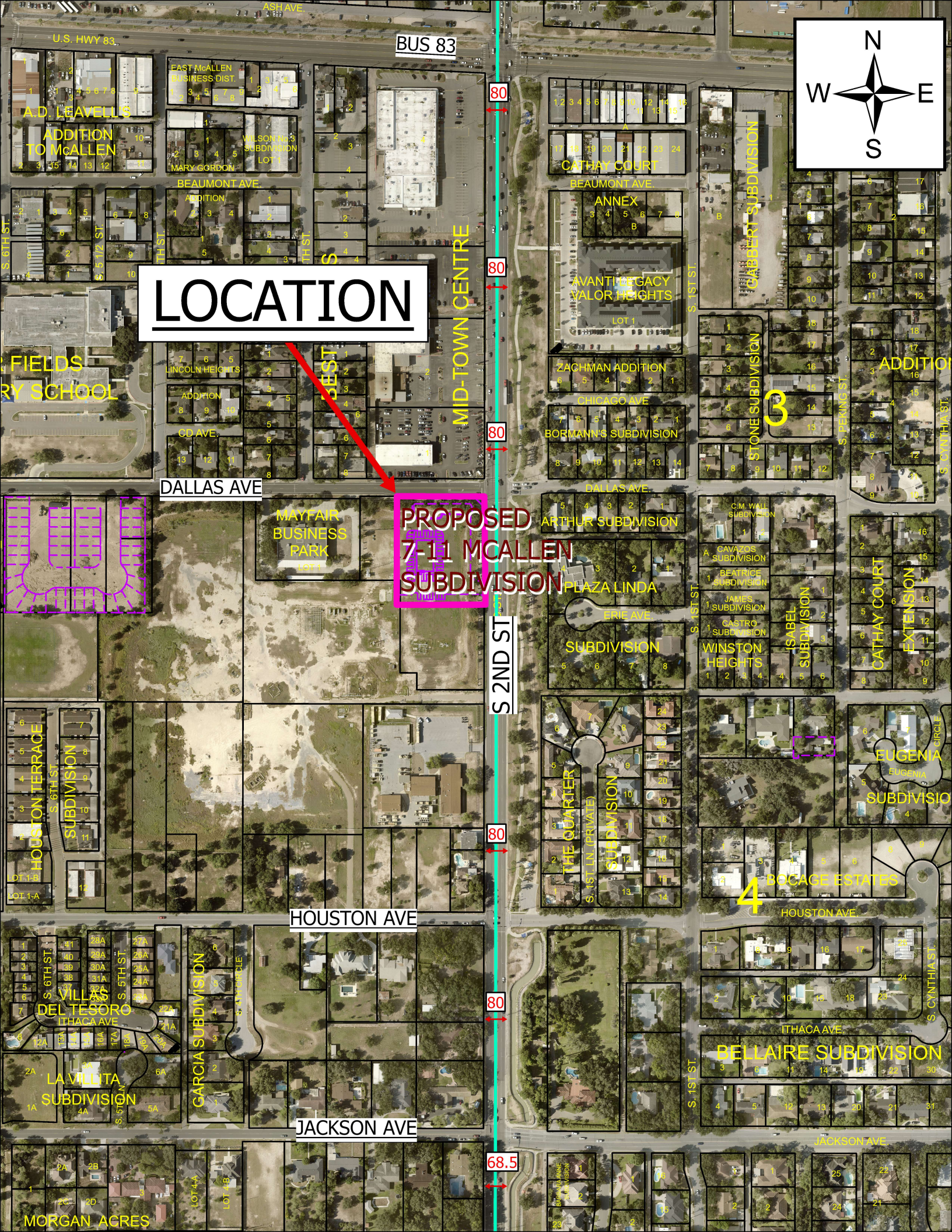
	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MMGJ SOUTH TEXAS LLC	401 W DALLAS AVE	MCALLEN TX US 78501		
ENGINEER:	MARIO A. REYNA, P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.B.

DATE SUBMITTED

06/24/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration of variance requests to 1) provide an alley on the north side instead of the required street Right-of-Way width, and 2) not to provide sidewalks on the east side of N. 2nd Lane and on the north boundary for proposed Hidden Groves Subdivision, Hidalgo County, Texas; 8601 N. 2nd Street. **VAR2026-0023**
2. Party Making Request: Omar Sotelo
3. Applicant: Melden & Hunt Inc.
4. Nature of Request: Consideration of variance requests to 1) provide an alley on the north side instead of the required street ROW width, and 2) not to provide sidewalks on the east side of N. 2nd Lane and on the north boundary for proposed Hidden Groves Subdivision, Hidalgo County, Texas; 8601 N. 2nd Street. **VAR2026-0023**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/24/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends disapproval of request #1 and approval of request #2
9. Advisory Board:
10. City Attorney: Approve P&Z's Recommendation -AS
11. Manager's Recommendation: Approve Staff Recommendation- IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Planning Director

DATE: July 13, 2026

SUBJECT: CONSIDERATION OF VARIANCE REQUESTS TO 1) PROVIDE AN ALLEY ON THE NORTH SIDE INSTEAD OF THE REQUIRED STREET ROW WIDTH, AND 2) NOT TO PROVIDE SIDEWALKS ON THE EAST SIDE OF N. 2ND LANE AND ON THE NORTH BOUNDARY FOR PROPOSED HIDDEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS; 8601 N. 2ND STREET.

Hidden Groves Subdivision is a proposed 25 lot single family home subdivision. The subject property is located on the west side of N. 2nd Street, approximately 500 ft. south of Northgate Lane. According to the submitted survey, the property consists of 5.543-acre tract. Surrounding land uses include vacant land and single-family homes.

The project engineer, on behalf of the developer, submitted the following variance requests 1) to provide a 24 ft. alley on the north side instead of the required 50 ft. internal street ROW width, and 2) not to provide sidewalks on the east side of N. 2nd Lane and on the north boundary for proposed Hidden Groves Subdivision.

Variance request number one is to provide a 24 ft alley with 20 ft. of pavement instead of the required 50 ft. internal street ROW width with 32 ft. of pavement. An internal street of 50 ft. would be required for circulation and a fully constructed street within the subdivision would be needed for turning movements for service vehicles and to match other interior streets. In Section 134 of the subdivision ordinance, alleys indicate that it is not intended to provide the primary means of access to abutting lots. The basis for the request is that it would allow for more efficient designs, additional lots and bigger house footprints.

Variance request number two is to not provide sidewalks on the east side of N. 2nd Lane and on the north side of the subdivision along the proposed alley. The basis of this request is that the no lots are being proposed on the east side of N. 2nd Lane. All homes will have a sidewalk connecting along their frontage.

The development team reviewed the variance requests and had objections to request number one. An alley is intended for city services not in lieu of a street ROW pavement requirement. Staff and the development team had no objections to request number two.

RECOMMENDATION:

The Planning and Zoning Commission considered the subdivision in revised preliminary form at the meeting of June 16, 2026. Following discussion, the board approved the subdivision in revised preliminary form subject to conditions, drainage, and utility approval and recommended disapproval of request number one and approval of request number two. There were four members present and voting.

OPTIONS:

1. Approve the variances as requested by the applicant and recommended by the Planning and

Zoning Commission.

2. Disapprove the variance requests.
3. Table the variance request for additional information.

CITY OF McALLEN

Planning & Zoning Commission Meeting

Subdivision Name	<i>Hidden Groves Estates</i>
Owner Name	<i>Millennial Bear Farms LLC</i>
Engineering Firm	<i>Melden & Hunt, Inc.</i>
Existing Zoning	<i>R-1 Single Family Residential</i>
Proposed Zoning	<i>R-1 Single Family Residential</i>
Number of Lots	<i>25</i>

City of McAllen Planning Department



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

May 15, 2026

City of McAllen Planning Dept.
Attn: Omar Sotelo, Planning Director
311 N. 15th St.
McAllen, TX 78501

Re: Hidden Groves Estates Subdivision-- Variance Request to City of McAllen

Dear Mr. Sotelo:

On behalf of the developer, J&D Produce, Inc., and in reference to Hidden Groves Subdivision, we respectfully request a variance to the following items:

1. ROW for internal street:

Requirement: 50 ft. ROW

Proposal: 24 ft. ROW alley with 20 ft. of pavement width.

The developer is proposing to use a 24 ft. alley for the E-W road instead of the required 50 ft. ROW. No homes will be facing this road, the homes will be facing the N-S streets. No parking will be allowed on this alley.

The approval of this variance will help to keep the lot widths above 55 ft. This would allow for more efficient designs and bigger house footprints.

2. Sidewalk on both sides of all intern streets:

Requirement: Sidewalk on both sides of all internal streets

Proposal: No sidewalks on the east side of N. 2nd Lane and proposed alley

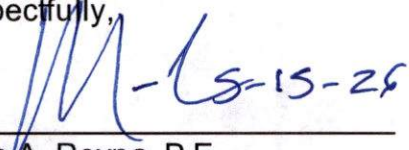
The developer is proposing to install a 5 ft. sidewalk on both sides of all internal streets except the east side of N. 2nd Lane and the proposed alley along the north boundary.

This is being requested due to no lots being proposed on the east side of N. 2nd Lane nor fronting the proposed alley. All homes will have a sidewalk connection along their frontage.



Your consideration on this matter is greatly appreciated. If you have any questions or comments, please contact our office. Thank you.

Respectfully,

-LS-15-28

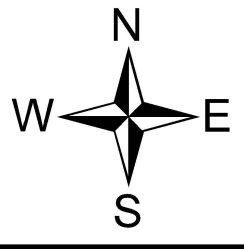
Mario A. Reyna, P.E.
President

MELISSA PALMA ESTATE
SUBDIVISION

LOT 1

LOT 1

CAROLINA
SUBDIVISION



16

NORTHGATE LN.

LOCATION

11

LOT 1

EBONY CENTER
SUBDIVISION

LOT 2

13

12

PROPOSED
HIDDEN
GROVE
ESTATES
SUBDIVISION

N 2ND ST

THE ESTATES

7

6

5

4

3

2

1

AT ORANGEWOOD NORTH
SUBDIVISION

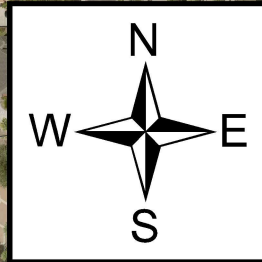
FRONTERA RD

32

33

34

1



MELISSA PALMA ESTATE
SUBDIVISION

LOT 1

LOT 1
CAROLINA
SUBDIVISION

16

NORTHGATE LN.

LOCATION

13

12

11

LOT 1
EBONY CENTER
SUBDIVISION

LOT 2

PROPOSED
HIDDEN
GROVE
ESTATES
SUBDIVISION

N 2ND ST

THE ESTATES

7 6 5
AT ORANGEWOOD NORTH
SUBDIVISION

1

FRONTERA RD

32

33

34

PLAT OF
HIDDEN GROVE ESTATES SUBDIVISION
(PRIVATE)

PLAT SHOWING
5.492 ACRES OUT OF LOTS 11 AND 12, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE,
VOLUME 5, PAGE 39, H.C.M.R. CITY OF MCALLEN HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 5.492 ACRES SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOTS 11 AND 12, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 39, HIDALGO COUNTY MAP RECORDS, WHICH SAID 5.492 ACRES WERE CONVEYED TO MILLENNIAL BEAR FARMS, LLC, BY VIRTUE OF SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 3067851 AND DOCUMENT NUMBER 3067864, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.492 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND [NORTHING: 16627392.866, EASTING: 1079315.627] AT THE NORTHWEST CORNER OF LOT 4, THE ESTATES AT ORANGEWOOD NORTH, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2705403, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 35' 30" E ALONG THE EAST LINE OF LOT 5 OF SAID THE ESTATES AT ORANGEWOOD NORTH, AT A DISTANCE OF 75.85 FEET PASS A NO. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 5, CONTINUING A TOTAL DISTANCE OF 573.42 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 5 REBAR FOUND BEARS N 81° 24' 30" E A DISTANCE OF 0.80 FEET, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 24' 30" E A DISTANCE OF 381.15 FEET TO A NO. 4 REBAR SET, FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 35' 30" W AT A DISTANCE OF 229.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 484.70 FEET TO A NO. 4 REBAR FOUND, FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 81° 24' 30" E AT A DISTANCE OF 208.10 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF N. COLONEL ROWE BLVD.-N. 2ND STREET, AND BEING THE NORTHWEST CORNER OF A SAVE & EXCEPT TRACT CONVEYED TO THE CITY OF MCALLEN BY VIRTUE OF A WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 1598590, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 233.10 FEET PASS A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF SAID SAVE & EXCEPT TRACT, CONTINUING A TOTAL DISTANCE OF 258.10 FEET TO A NAIL SET ON THE EAST LINE OF SAID LOT 11 AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF N. COLONEL ROWE BLVD.-N. 2ND STREET, FOR AN OUTSIDE CORNER OF THIS TRACT;
5. THENCE, S 08° 35' 30" W ALONG THE EAST LINE OF SAID LOT 11 AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF N. COLONEL ROWE BLVD.-N. 2ND STREET, A DISTANCE OF 88.73 FEET TO A NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
6. THENCE, N 81° 24' 30" W AT A DISTANCE OF 25.00 FEET PASS A NO. 4 REBAR SET AT THE SOUTHEAST CORNER OF SAID SAVE & EXCEPT TRACT AND THE NORTHEAST CORNER OF SAID THE ESTATES AT ORANGEWOOD NORTH FROM WHICH A NO. 5 REBAR FOUND BEARS N 22° 56' 42" W A DISTANCE OF 0.32 FEET, AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF N. COLONEL ROWE BLVD.-N. 2ND STREET, AND ON THE SOUTHWEST CORNER OF SAID SAVE & EXCEPT TRACT, CONTINUING A TOTAL DISTANCE OF 639.25 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5.543 ACRES OF LAND, OF WHICH 0.051 OF ONE ACRE LIES WITHIN SAID SAVE AND EXCEPT TRACT, LEAVING THE 5.492 ACRES HEREIN DESCRIBED, OF WHICH 0.051 OF ONE ACRE LIES WITHIN THE PREVIOUS EXISTING RIGHT-OF-WAY OF N. COLONEL ROWE BLVD.-N. 2ND STREET, LEAVING AN EXISTING NET OF 5.441 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT: TRACT 1

A TRACT OF LAND CONTAINING 0.051 OF ONE ACRE SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 11, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 39, HIDALGO COUNTY MAP RECORDS, WHICH SAID 0.051 OF ONE ACRE OUT OF A CERTAIN TRACT CONVEYED TO THE CITY OF MCALLEN BY VIRTUE OF A WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 1598590, HIDALGO COUNTY OFFICIAL RECORDS, SAID 0.051 OF ONE ACRE ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NO. 4 REBAR FOUND [NORTHING: 16627392.866, EASTING: 1079315.627] AT THE NORTHWEST CORNER OF LOT 4, THE ESTATES AT ORANGEWOOD NORTH, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2705403, HIDALGO COUNTY MAP RECORDS;

THENCE, N 81° 24' 30" E AT A DISTANCE OF 248.65 FEET PASS THE EAST LINE OF LOT 12 AND THE WEST LINE OF LOT 11 OF SAID EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE, CONTINUING A TOTAL DISTANCE OF 589.25 FEET FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 35' 30" E ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF N. COLONEL ROWE BLVD.-2ND STREET, A DISTANCE OF 88.73 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 24' 30" E A DISTANCE OF 25.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 35' 30" W A DISTANCE OF 88.73 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 5 REBAR BEARS N 22° 56' 42" W A DISTANCE OF 0.32 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT
4. THENCE, N 81° 24' 30" W ALONG THE NORTH LINE OF SAID THE ESTATES AT ORANGEWOOD NORTH, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.051 OF ONE ACRE OF LAND, MORE OR LESS.

SAVE AND EXCEPT: TRACT 2

A TRACT OF LAND CONTAINING 0.131 OF ONE ACRE SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 11, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 39, HIDALGO COUNTY MAP RECORDS, WHICH SAID 0.131 OF ONE ACRE OUT OF A CERTAIN TRACT CONVEYED TO THE CITY OF MCALLEN BY VIRTUE OF A WARRANTY DEED RECORDED IN DOCUMENT NUMBER 1598590, HIDALGO COUNTY OFFICIAL RECORDS, SAID 0.131 OF ONE ACRE ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE SOUTHEAST CORNER OF EBONY CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55, PAGE 144, HIDALGO COUNTY MAP RECORDS;

THENCE, N 81° 24' 30" W A DISTANCE OF 25.00 FEET TO A NO. 4 REBAR FOUND, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 35' 30" W A DISTANCE OF 229.00 FEET TO A NO. 4 REBAR SET FROM WHICH A NO. 4 REBAR FOUND BEARS N 65° 35' 57" W A DISTANCE OF 0.93 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 24' 30" W A DISTANCE OF 25.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08°35' 30" E ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF N. COLONEL ROWE BLVD.-2ND STREET, A DISTANCE OF 229.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81°24' 30" E ALONG THE SOUTH LINE OF SAID EBONY CENTER SUBDIVISION, AT A DISTANCE OF 9.65 FEET PASS A NO. 4 REBAR FOUND, CONTINUING A TOTAL DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.131 OF ONE ACRE OF LAND, MORE OR LESS.

GENERAL NOTES:

1. THIS SUBDIVISION IS PARTIALLY IN FLOOD ZONE "AH" AND MOSTLY IN ZONE "X" (SHADED).

ZONE "AH" - AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION HAS BEEN DETERMINED TO BE 107, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. (NO BUILDING PERMITTED WITHIN ZONE "AH")

ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER: 480334 0325 D MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001. (FINISH FLOOR 24" ABOVE TOP OF CURB AT CENTER OF LOT.)

2. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF MCALLEN ZONING CODE:

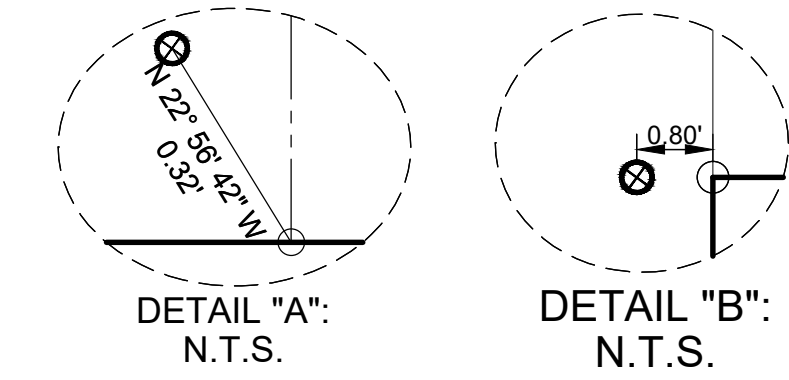
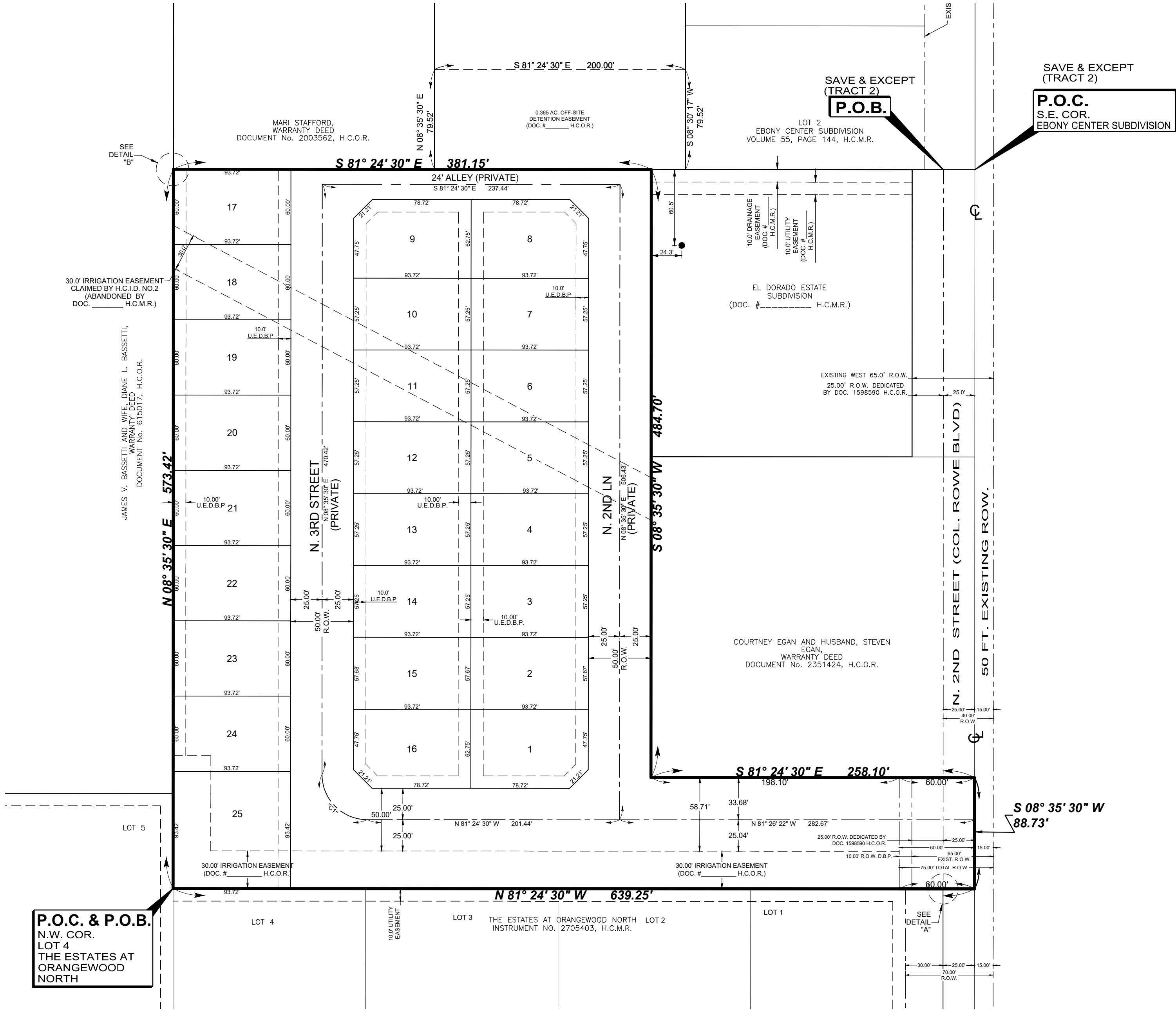
FRONT:	25 FEET OR GREATER FOR EASEMENTS
REAR:	10 FEET OR GREATER FOR EASEMENTS.
SIDES:	6 FEET OR GREATER FOR EASEMENTS.
CORNER:	10 FEET OR GREATER FOR EASEMENTS.
GARAGE:	18 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES.

3. REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 21,320 CF. (0.489 AC.-FT.) DETENTION WILL BE PROVIDED ON SITE WITHIN DETENTION AREA AS APPROVED BY THE CITY OF MCALLEN.

4. CITY OF MCALLEN BENCHMARK: "MC50.1" FROM THE CITY OF MCALLEN G.P.S. REFERENCE MARKS LIST PREPARED BY ARANDA & ASSOCIATE ON SEPTEMBER 09, 2002. BEING LOCATED ON THE WEST SIDE OF 10TH ST. BETWEEN TRENTON AND FULLERTON ROAD. 30" ALUM. PIPE WITH A 3 1/2" BRASS MONUMENT CAP ON TOP AT ELEVATION = 106.511 (NAVD88).

TEMPORARY BENCHMARK: FOUND C.P.S. IN POWER POLE LOCATED 545 FEET EAST AND NORTH 213' OF THE NORTHEAST CORNER OF THIS SUBDIVISION. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM
NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 99 (GEOID 2003) N=16627167.194 E=1079903.436 ELEV.=108.58

5. NO BUILDING ALLOWED OVER ANY EASEMENT.
6. 4 FT. WIDE SIDEWALK REQUIRED ALONG N. 2ND STREET (N.COL. ROWE BLVD), BOTH SIDE OF N.3RD STREET AND NORTH SIDE OF INCARNATE WORD AVENUE.
7. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES AND ALONG NORTH 2ND STREET.
8. 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
9. COMMON AREAS MUST BE MAINTAINED BY LOT OWNERS AND NOT THE CITY OF MCALLEN.
10. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG N. 2ND STREET.
11. 25'x25' CLIP FOR SITE OBSTRUCTION EASEMENT IS REQUIRED AT ALL STREET INTERSECTIONS.



LOT AREAS			LOT AREAS		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	5768.43	0.132	14	5365.47	0.123
2	5405.30	0.124	15	5405.30	0.124
3	5365.47	0.123	16	5768.43	0.132
4	5365.47	0.123	17	5623.20	0.129
5	5365.47	0.123	18	5623.20	0.129
6	5365.47	0.123	19	5623.20	0.129
7	5365.47	0.123	20	5623.20	0.129
8	5768.43	0.132	21	5623.20	0.129
9	5768.43	0.132	22	5623.20	0.129
10	5365.47	0.123	23	5623.20	0.129
11	5365.47	0.123	24	5623.20	0.129
12	5365.47	0.123	25	8755.79	0.201
13	5365.47	0.123			

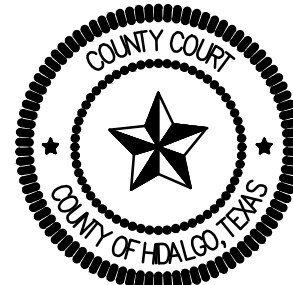
Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Length
"C1"	98° 02' 00"	36.00'	56.55'	36.00'	50.91'
					N 36° 24' 30" W

- LEGEND**
- FOUND NO.4 REBAR
 - ⊗ FOUND NO.5 REBAR
 - SET NO.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
 - ⊙ SET NAIL
 - A.A. - EDGE OF ASPHALT TO EDGE OF ASPHALT
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
 - N.W. COR. - NORTHWEST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - CL - CENTER LINE
 - U.E. - UTILITY EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - D.B.P. - DEDICATED BY PLAT
 - N.T.S. - NOT TO SCALE
 - C.A. - COMMON AREA



DRAWN BY: L.H. DATE: 05/15/2026
REVISED BY: DATE:
SURVEYED, CHECKED: DATE:
FINAL CHECK: DATE:

PRINCIPAL CONTACTS	ADDRESS	PHONE/FAX
OWNER:	MILLENNIAL BEAR FARM, LLC, C/O JAMES V. BASSETTI	281 N. HIGHWAY, HIDALGO COUNTY, TX 7310
ENGINEER:	MARIO A. REYNA P.E.	115 W. MCINTYRE, EDINBURG, TX 78541 (956) 381-0981 / (956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ R.P.L.S.	115 W. MCINTYRE, EDINBURG, TX 78541 (956) 381-0981 / (956) 381-1839



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PLAT OF
HIDDEN GROVE ESTATES SUBDIVISION
(PRIVATE)
PLAT SHOWING
5.492 ACRES OUT OF LOTS 11 AND 12, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE,
VOLUME 5, PAGE 39, H.C.M.R. CITY OF MCALLEN HIDALGO COUNTY, TEXAS

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF McALLEN _____ DATE _____

ATTEST: _____
CITY SECRETARY _____ DATE _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING & ZONING COMMISSION _____ DATE _____

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M. _____ DATE _____
GENERAL MANAGER

**STATE OF TEXAS
COUNTY OF HIDALGO**

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS HIDDEN GROVE ESTATES, SUBDIVISION TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SANITARY SEWER LINES, STORM SEWERS, FIRE HYDRANTS, PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN AND REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREON OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

MILLENNIAL BEAR FARMS, LLC _____ DATE _____
JAMES V. BASSETTI
7310 N. HIGHWAY 281
HIDALGO COUNTY, TEXAS

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES V. BASSETTI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE,

DATED THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES: _____

**STATE OF TEXAS
COUNTY OF HIDALGO**

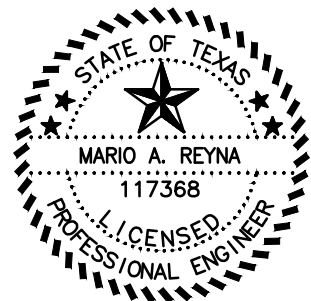
I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20_____.

MARIO A. REYNA, LICENSED PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE DEIVED: 04/10/2025
ENGINEERING JOB # 24153.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

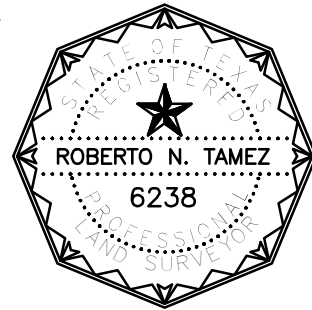


**STATE OF TEXAS
COUNTY OF HIDALGO**

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF HIDDEN GROVE ESTATES , WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11/19/2024, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

DATED THIS THE _____ DAY OF _____, 20_____.

ROBERTO N. TAMEZ, REGISTERED PROFESSIONAL LAND SURVEYOR # 6238
STATE OF TEXAS
DATE SURVEYED: 11/19/2024
SURVEY JOB No. 24153.00





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.C.

DATE SUBMITTED

06/26/2026

MEETING DATE

7/13/2026

1. Agenda Item: Consideration of variance a request to reduce the cul-de-sac right-of-way width from 116 feet to 100 feet along Jonquil Avenue for the proposed The Villas at Jonquil Subdivision, Hidalgo County, Texas; 512 Jonquil Avenue. **VAR2026-0024**
2. Party Making Request: City of Mcallen
3. Applicant: The Villas at Jonquil Subdivision
4. Nature of Request: Consideration of variance a request to reduce the cul-de-sac right-of-way width from 116 feet to 100 feet along Jonquil Avenue for the proposed The Villas at Jonquil Subdivision, Hidalgo County, Texas; 512 Jonquil Avenue. **VAR2026-0024**
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 06/26/2026
Omar Sotelo	Approved - 06/26/2026
Martin Canales	Approved - 06/26/2026
Michelle Rivera	Final Approval - 07/01/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve Staff Rcommendation- IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Planning Director

DATE: July 13, 2026

SUBJECT: CONSIDERATION OF A VARIANCE REQUEST TO REDUCE THE CUL-DE-SAC RIGHT-OF-WAY WIDTH FROM 116 FEET TO 100 FEET ALONG JONQUIL AVENUE FOR THE PROPOSED THE VILLAS AT JONQUIL SUBDIVISION, HIDALGO COUNTY, TEXAS; 512 JONQUIL AVENUE.

The Villas at Jonquil Subdivision is a proposed four-lot single family development located on Jonquil Avenue, west of N. 4th street, and is zoned R-1 Single Family Residential. The surrounding area is primarily characterized by single-family residential development to the north, east, and south, with multifamily residential apartments located to the west.

The engineer, on behalf of the owner, has submitted a variance request to reduce the cul-de-sac right-of-way width from 116 feet to 100 feet.

The Variance is from Section 5.3.9 (G) (5) of the Unified Development Code, which indicates that a cul-de-sac street shall be platted and constructed with a minimum outside paving diameter of at least ninety-six (96) feet and a minimum street right-of-way diameter of at least one hundred sixteen (116) feet.

The engineer proposes to reduce the cul-de-sac right-of-way diameter from 116 feet to 100 feet. As the basis for the request, the applicant states that the reduced right-of-way is appropriate because the subdivision is a small four-lot infill development located at the terminus of a local street with no planned future extension, and the additional right-of-way would create unnecessary design constraints without providing a proportional public benefit

During discussion, it was noted that the proposed design will continue to meet the primary functional requirements by providing the required 96 feet of pavement, while also maintaining the 10-foot sidewalk and utility easement.

City departments reviewed the variance request and determined that no objections were identified by any reviewing department.

RECOMMENDATION:

The Planning and Zoning Commission reviewed the subdivision in revised preliminary form, along with the variance request at their June 16, 2026 meeting. The Board approved the subdivision in revised preliminary form, subject to the stated conditions, and recommended approval of the variance request. There were four members present and voting.

OPTIONS:

1. Approve the variance requested by the applicant.
2. Disapprove the variance as recommended by the Planning and Zoning Commission Board.
3. Table the variance requests for additional information.
4. Disapprove the variance request.



City of McAllen

Planning Department

REASON FOR APPEAL

1-Cul-de-Sac
Variance Request

Notes: As per McAllen Code of Ordinances Sec. 134-6, financial hardships alone are not an eligible standing for a variance. Please submit for consideration and review any combination of the following: (If necessary, please use an additional page to complete responses)

**Information provided here by the applicant does not guarantee that the Commission will grant a variance.

***Applicant should include all information they determine is relevant, but it is not required to provide responses to all sections listed below.

Reason for Appeal

1. Describe the special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.

The subject property is a small 4-lot infill residential subdivision located on a terminal local street with no planned future extension. Due to the limited scale of the development and the configuration of the tract, strict application of the 58 ft. cul-de-sac radius requirement would create unnecessary design constraints without providing a proportional public benefit.

2. Describe how the variance is necessary for the preservation and enjoyment of the legal property rights of its owner.

Requested Variance is necessary to allow the property to be reasonably developed in a manner consistent with surrounding residential uses while maintainng functional lot layouts, utilities, drainage, sidewalks and access improvements. The proposed 50 ft. radius Cul-de-sac adequately serves the intended low density residential use of the subdivision.

3. Describe how the variance will not be detrimental to the public health, safety or welfare or injurious to the legal rights other property owners enjoy in the area.

The proposed Cul-de-sac design will continue to provide safe vehicular circulation and adequate emergency access for this 4-lot residential development, which will generate very limited traffic volume.

The request is minor in nature, and the subdivision will continue to provide adequate public infrastructure, utility easements, drainage and access without negetively impacting surrounding properties or public safety.

4. Describe how the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter.

Approval of the requested variance will not impair or interfere with the orderly subdivisonn or future developments of adjacent properties because Jonquil Avenue functions as a terminal local street with no planned future extension. The request is site specific, limited in scope, and consistent with the overall intent of the subdivision regulations while accomodating the practical constraints of the property.

McALLEN, TEXAS

A 0.817-OF AN ACRE TACT OF LAND, OUT OF LOT 9, WAYNE COURTS
SUBDIVISION, ADDITION TO THE CITY OF MCALLEN, AS PER MAP OR
PLAT THEREOF RECORDED IN VOLUME 6, PAGE 25, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VILLAS AT JONQUIL SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSE THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

EFFECTIVE BUSINESS BROKERS LLC
BY: _____
2212 PRIMROSE AVE.
MCALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS
EXPIRATION DATE:

STATE OF TEXAS
CITY OF MCALLEN

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

CHAIRMAN _____ DATE _____

STATE OF TEXAS
CITY OF MCALLEN

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR	DATE
CITY OF MCALLEN	

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF McALLEN, TEXAS.

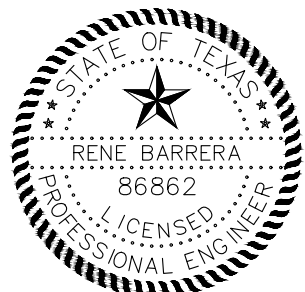
HOMERO L. GUTIERREZ , R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER TX. 86862, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

 For Review Only
4-7-26

RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER No. 86862



HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT, NO. 1

N. 6TH STREET

GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES:
FRONT - 25 FT. OR GREATER FOR EASEMENTS
GARAGE - 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES
SIDE - IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS
REAR - 10 FT. OR GREATER FOR EASEMENTS
***ALL SETBACKS ARE SUBJECT TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN
2. FLOOD ZONED DESIGNATION: ZONE "B"
COMMUNITY PANEL NO. 480343--0005 C
MAP REVISED: NOV. 2, 1982
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AS MEASURED AT FRONT AND CENTER OF LOT.
4. THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3470 C.F. OF STORM RUNOFF. EACH LOT WILL BE REQUIRED TO DETAIN 868 C.F. OF STORM WATER.
5. AN ENGINEERED DETENTION PLAN APPROVED BY CITY'S ENGINEERING DEPT IS REQUIRED PRIOR TO APPLICATION FOR BUILDING PERMIT.
6. SITE PLAN APPROVAL REQUIRED BY PLANNING AND ZONING COMMISSION IF THE PROPERTY DEVELOPS FOR COMMERCIAL USE.
7. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18" LONG IRON RODS.
8. BENCHMARK: MC66 - WEST SIDE N.10TH STREET AT CARWASH; ELEVATION =117.475 (NAVD 88)
9. A 6-FOOT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL, AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.
10. AN 8-FOOT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
11. A 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ON BOTH SIDES OF JONQUIL AVENUE.
12. ELEVATIONS BASED ON NAVD88 (GEOID 18) RTK WITH NTRIP FIXED SOLUTION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

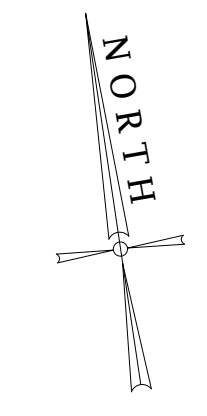
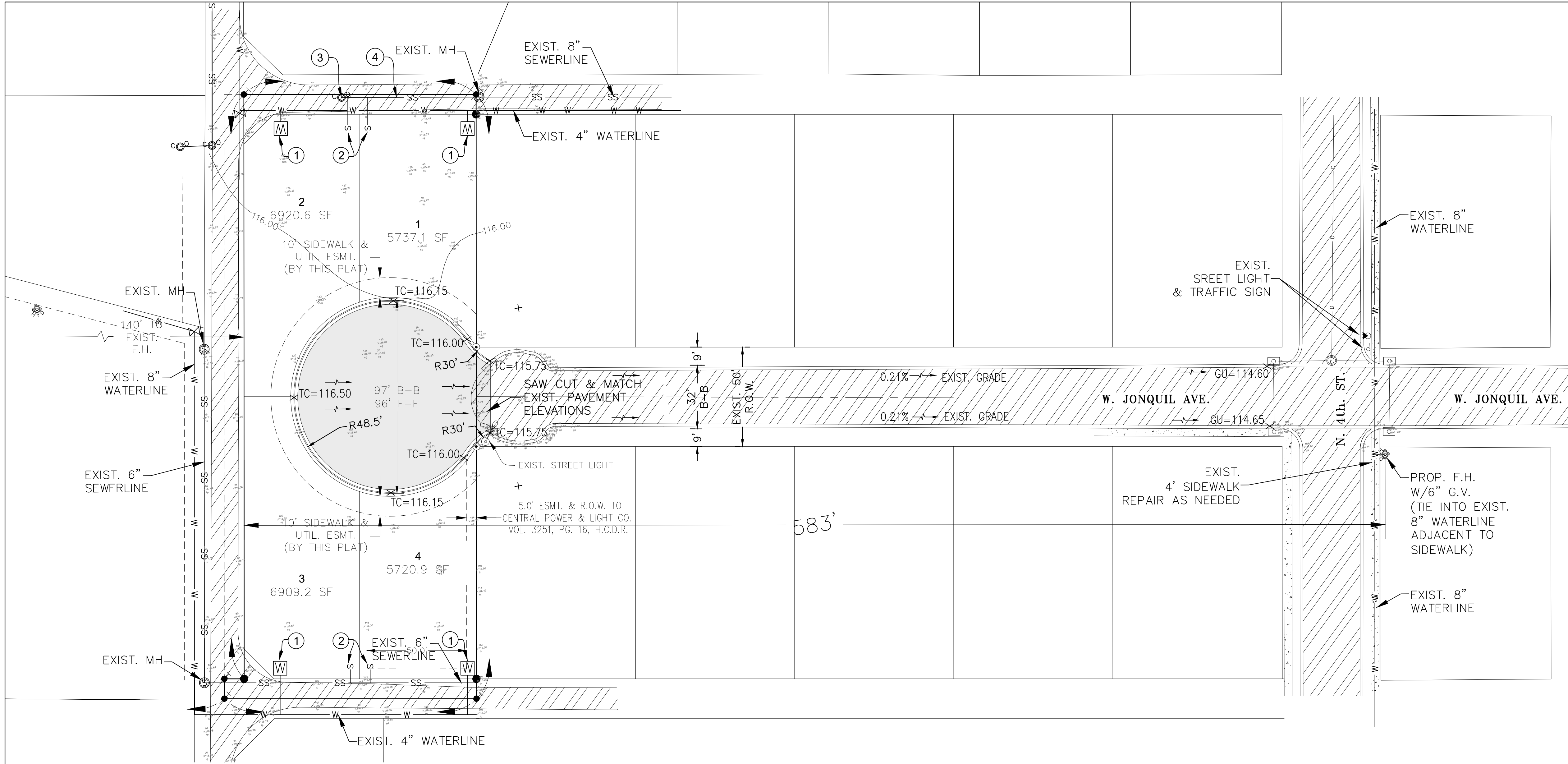
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



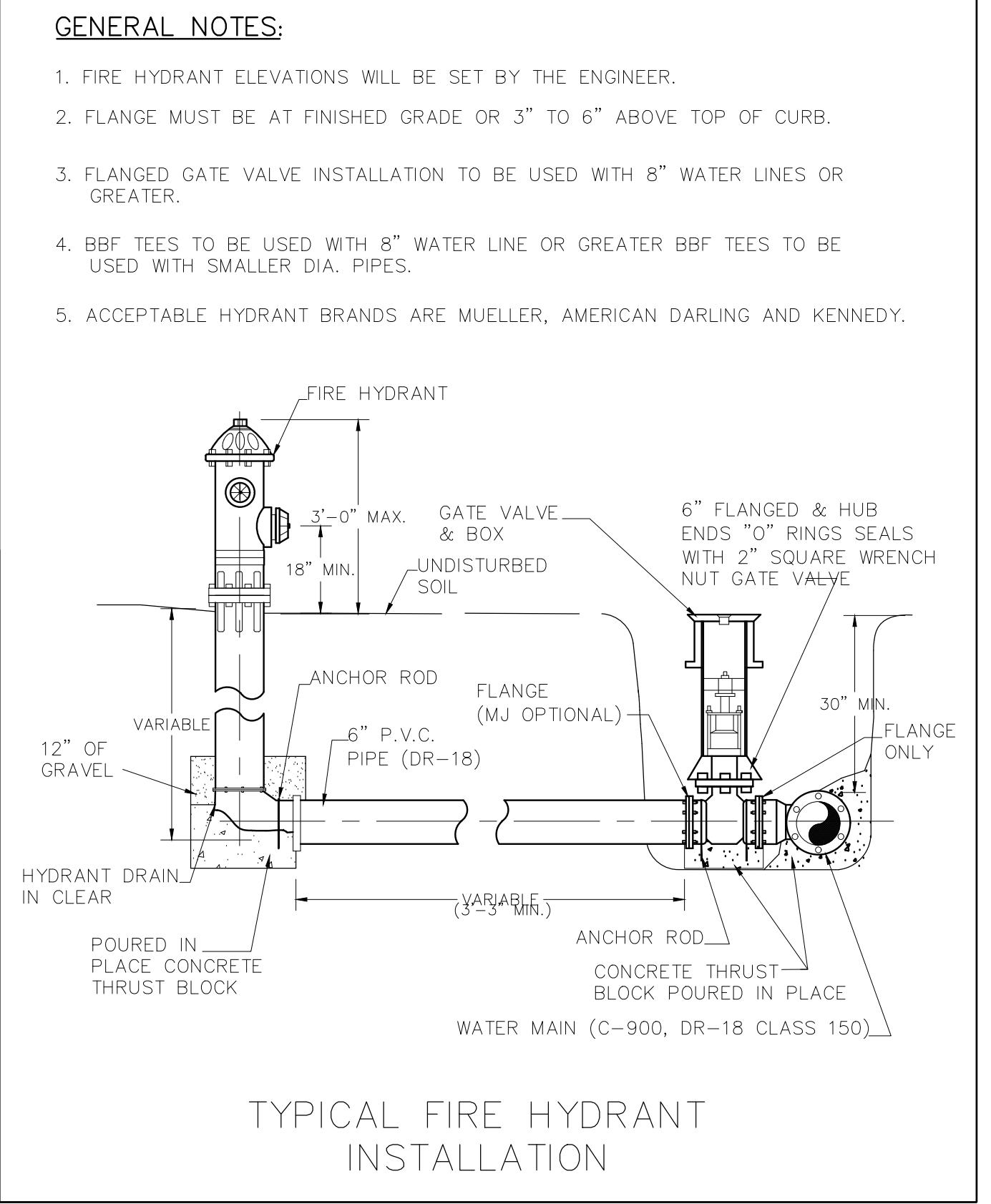
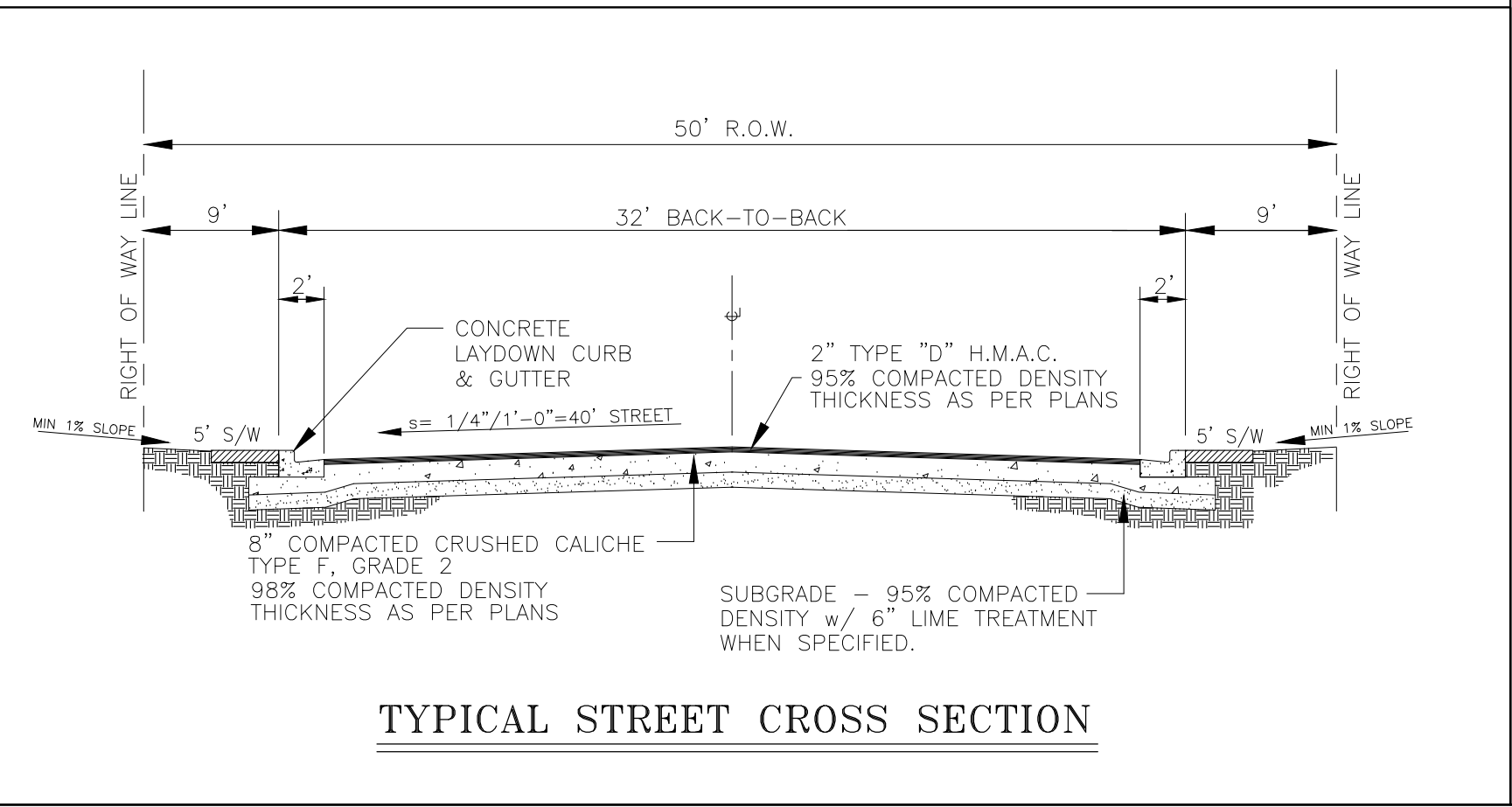
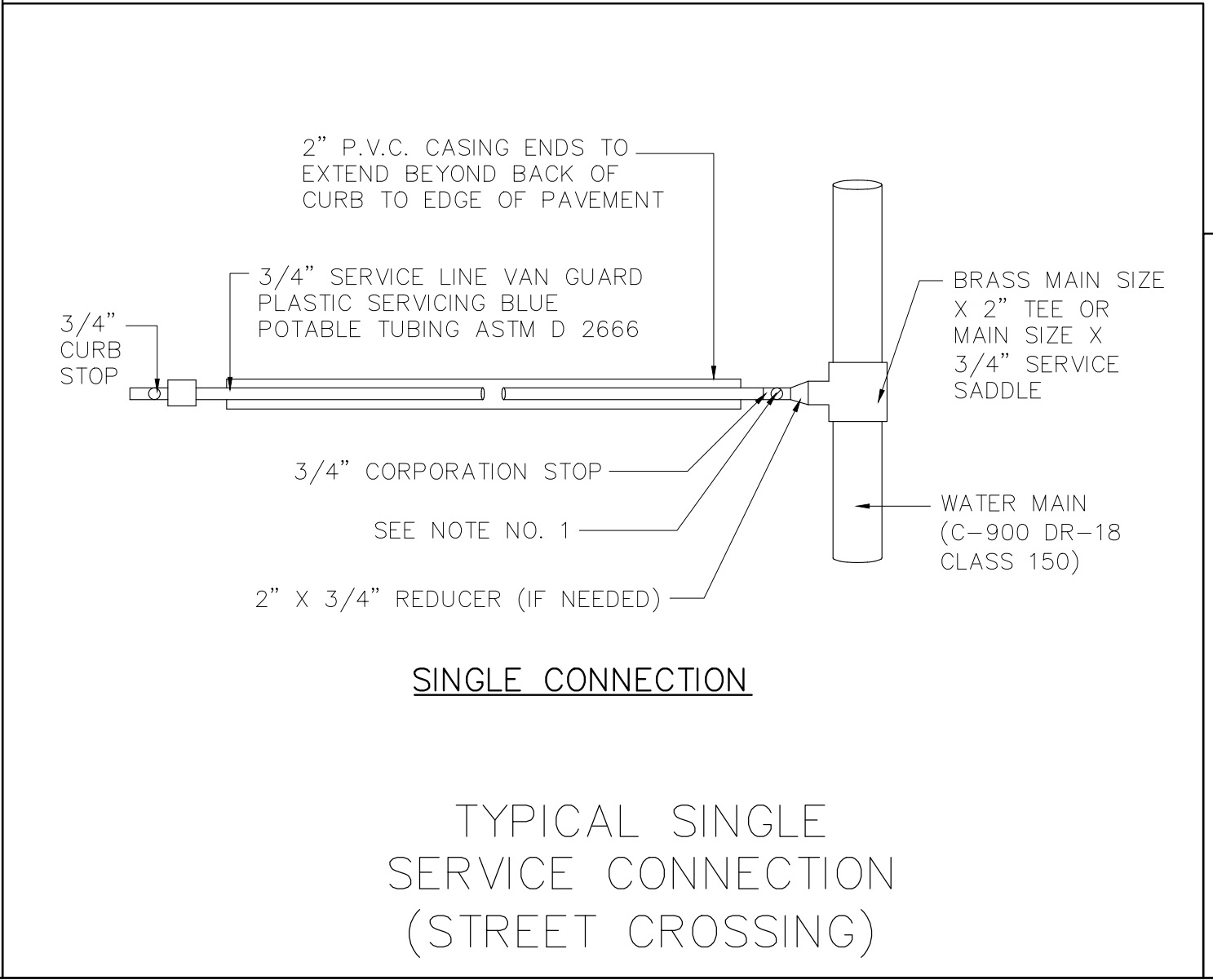
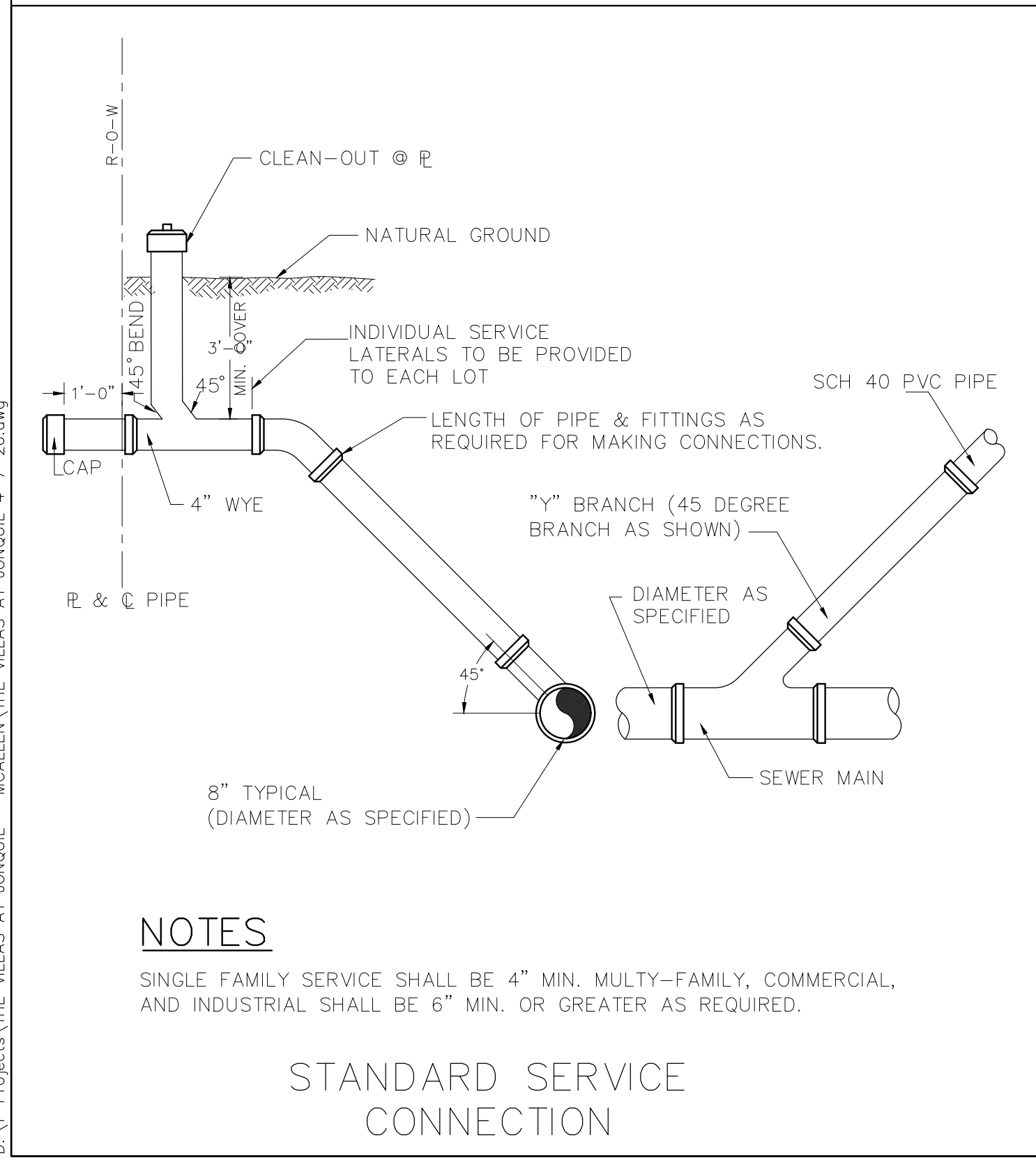
BARRERA
INFRASTRUCTURE
GROUP INC.
ENGINEERING

3525 W. FREDDY GONZALEZ AVE.
SUITE "B2"
EDINBURG, TX 78539
TEL: 956-687-3355
FAX: 956-992-8801
TEXAS FIRM NO. 6435



SCALE: 1"=30'

- CONSTRUCTION NOTES:**
- ① INSTALL 3/4" PVC WATER SERVICE LINE W/ 3/4" METER
 - ② INSTALL 4" PVC (SDR26) SANITARY SEWER SERVICE LINE
 - ③ INSTALL 8" PVC CLEANOUT
 - ④ EXTEND 70 LF 8" PVC SAN. SEWER LINE (SDR26) @ 0.335%



BARBERA BGC INC
ENGINEERING
CONSULTING CIVIL ENGINEERS

3525 W. FREDDY GONZALEZ
SUITE B2
EDINBURG, TEXAS 78539
T: 956.687.3355
F: 956.992.8801
FIRM. NO. 6435

Sheet Title: **OVERALL UTILITY LAYOUT**

Project Title: **THE VILLAS AT JONQUIL
MCALLEN, TEXAS**

STATE OF TEXAS
RENE BARRERA
86862
LICENSED PROFESSIONAL ENGINEER

Rev. 4-7-26
Rene Barrera
Licensed Professional Engineer # 86862

Date:	
Scale:	1"=30'
Designed By:	R.B.
Drawn By:	E.S.
Checked By:	R.B.
Project No.:	

Sheet of



City of McAllen

SUBDIVISION PLAT REVIEW

Reviewed On: 6/8/2026

SUBDIVISION NAME: THE VILLAS AT JONQUIL

REQUIREMENTS

STREETS AND RIGHT-OF-WAYS

Jonquil Avenue: Dedication as needed for 50 ft. total ROW

Paving: 32 ft. Curb & gutter: both sides

Revisions needed:

-Revise the cul-de-sac design on Jonquil Avenue to comply with the originally requested standard. The initial review required a 58 ft. radius to accommodate 96 ft. of paving (face-to-face) as required by the Fire Department; however, the revised plat continues to reflect a 50 ft. radius. Please update the cul-de-sac to meet the 58 ft. radius requirement. If choosing to maintain the 50 ft. radius, a variance request shall be submitted and will be required for review and approval prior to final.

-Revise the street name on the plat to remove the "W." designation and reflect the correct labeling as "Jonquil Avenue" prior to final.

**Subdivision Ordinance: Section 134-105

**Monies must be escrowed if improvements are required prior to final

**COM Thoroughfare Plan

Paving _____ Curb & gutter _____

**Subdivision Ordinance: Section 134-105

**Monies must be escrowed if improvements are required prior to final

**COM Thoroughfare Plan

* 1,200 ft. Block Length

**Subdivision Ordinance: Section 134-118

* 900 ft. Block Length for R-3 Zone Districts

**Subdivision Ordinance: Section 134-118

* 600 ft. Maximum Cul-de-Sac

-Revise the cul-de-sac design to comply with the originally requested standard. The initial review required a 58 ft. radius to accommodate 96 ft. of paving (face-to-face) as required by the Fire Department; however, the revised plat continues to reflect a 50 ft. radius. Please update the cul-de-sac to meet the 58 ft. radius requirement. If choosing to maintain the 50 ft. radius, a variance request shall be submitted and will be required for review and approval prior to final.

-Variance request regarding cul-de-sac radius to be heard by P&Z on June 16, 2026.

**Subdivision Ordinance: Section 134-105

Non-compliance

Applied

Applied

NA

Non-compliance

ALLEYS

ROW: 20 ft. Paving: 16 ft.

*Alley/service drive easement required for commercial properties

**Subdivision Ordinance: Section 134-106

Compliance

SETBACKS

* Front: 25 ft. or greater for easements

**Zoning Ordinance: Section 138-356

Compliance

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review

* Rear: 10 ft. or greater for easements. **Zoning Ordinance: Section 138-356	Compliance
* Sides: In accordance with the Zoning Ordinance or greater for easements. **Zoning Ordinance: Section 138-356	Compliance
* Corner _____ **Zoning Ordinance: Section 138-356	NA
* Garage: 18 ft. except where greater setback is required, greater setback applies. **Zoning Ordinance: Section 138-356	Compliance
*ALL SETBACKS ARE SUBJECT TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN - Remove the above verbiage from the setback note. Although it is applied, it is not a required plat note.	Required
SIDEWALKS	
* 4 ft. wide minimum sidewalk required on both sides of Jonquil Avenue. **Subdivision Ordinance: Section 134-120	Compliance
* Perimeter sidewalks must be built or money escrowed if not built at this time.	Applied
BUFFERS	
* 6 ft. opaque buffer required from adjacent/between multi-family residential and commercial, and industrial zones/uses **Landscaping Ordinance: Section 110-46	Applied
* 8 ft. masonry wall required between single family residential and commercial, industrial, or multi-family residential zones/uses **Landscaping Ordinance: Section 110-46	Applied
*Perimeter buffers must be built at time of Subdivision Improvements.	Applied
NOTES	
**Must comply with City Access Management Policy	Applied
* Site plan must be approved by the Planning and Development Departments prior to building permit issuance. - Site plan review doesn't apply to single-family developments.	NA
* Common Areas, any private streets/drives, gate areas, etc. must be maintained by the lot owners and not the City of McAllen.	NA
* Common Areas for commercial developments provide for common parking, access, setbacks, landscaping, etc.	NA
* Developer/Homeowner's Association/Owner, their successors and assignees, and not the City of McAllen shall be responsible for compliance of installation and maintenance and other requirements per Section 110-72 of the Subdivision Ordinance, including but not limited to common areas and its private streets. -Application is reflecting public subdivision **Section 134-168 applies if private subdivision is proposed. **Landscaping Ordinance: Section 110-72 **Subdivision Ordinance: Section 134-168	Applied
* Homeowner's Association Covenants must be recorded and submitted with document number on the plat, prior to recording. -Application reflects public subdivision **Section 110-72 applies if public subdivision is proposed. **Landscaping Ordinance: Section 110-72 **Subdivision Ordinance: Section 134-168	Applied

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review

LOT REQUIREMENTS	
* Lots fronting public streets **Subdivision Ordinance: Section 134-1	Applied
* Minimum lot width and lot area **Zoning Ordinance: Section 138-356	Applied
ZONING/CUP	
* Existing: R-1 Proposed: R-1 ***Zoning Ordinance: Article V	Applied
* Rezoning Needed Before Final Approval ***Zoning Ordinance: Article V	NA
PARKS	
* Land dedication in lieu of fee.	NA
* Park Fee of \$700 per lot/dwelling unit to be paid prior to recording. - The submitted application proposes 4 single-family lots. A park fee of \$2,800 (4 x \$700) must be paid prior to recording. If the number of dwelling units changes, the park fee will be adjusted accordingly.	Required
* Pending review by the City Manager's Office.	NA
TRAFFIC	
* As per Traffic Department, Trip Generation is waived for 4-Lot single family houses.	Applied
* Traffic Impact Analysis (TIA) required prior to final plat.	NA
COMMENTS	
Comments: -Any variances requested must be finalized prior to final and will establish additional requirements as needed prior to finalizing the plat. - Provide a Cul-de-Sac and finalize the ROW requirements prior to final. *Must comply with City's Access Management Policy. *Any abandonment must be done by a separate process, not by plat.	Non-compliance
RECOMMENDATION	
Recommendation: Staff recommends approval of the subdivision in Revised Preliminary Form subject to the conditions noted, drainage approval and approval of the variance request.	Applied

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

7.A.
07/09/2026
7/13/2026

1. Agenda Item: Advisory Board Appointments.

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:
Emmanuel Garcia
Perla Lara

Created/Initiated - 07/09/2026
Final Approval - 07/09/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None -AS

11. Manager's Recommendation: None - IJT

Mayor Villalobos

Name	Board Name	Appointment Status	Role	Term End Date
(Vacant Seat) - (Mayor Villalobos)	Convention Center Advisory Board	Vacant Seat	Member	06/22/2028
Laura McCreery Pulido - (Mayor Villalobos)	Friends of Quinta Mazatlan, Inc.	New Appointment	Member	12/31/2026
Alex Muñoz - (Mayor Villalobos)	Golf Course Board	Attendance/Resignation	Member	12/31/2026
Fernando Salinas - (Mayor Villalobos)	Traffic Commission	Attendance/Resignation	Member	12/31/2026

Commissioner Rios

Name	Board Name	Appointment Status	Role	Term End Date
Johnny Arguelles - (District 3)	McAllen Housing Finance Corporation	Termed Out	Chairman	12/31/2025

Commissioner Castillo

Name	Board Name	Appointment Status	Role	Term End Date
(Vacant Seat) - (Comm. Castillo)	Historic Preservation Council	Attendance/Resignation	Member	12/31/2023

Commissioner Fallek

Name	Board Name	Appointment Status	Role	Term End Date
Gina Millin - (Comm. Fallek)	Convention Center Advisory Board	New Appointment	Member	12/31/2028
Amanda Gomez - (Comm. Fallek)	Planning and Zoning Commission	New Appointment	Member	12/31/2028
George Kuhn - (Comm. Fallek)	Traffic Commission	New Appointment	Member	12/31/2028



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

7.B.
07/09/2026
7/13/2026

1. Agenda Item: Boards and Committees Served by Elected Officials.

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:
Emmanuel Garcia
Perla Lara

Created/Initiated - 07/09/2026
Final Approval - 07/09/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None -AS

11. Manager's Recommendation: None - IJT

Boards and Committees Served by Elected Officials						
Mayor Villalobos	Comm. Aguirre	Comm. Zamora	Comm. Rios	Comm.Castillo	Comm. Fallek	Comm. Cabeza de Vaca
Anzalduas Int'l Bridge Board	Audit & Investment	Amigos Del Valle	Amigos Del Valle	Boys & Girls Club	Convention Center Food & Beverage	Border Trade Alliance (BTA)
McAllen Int'l Toll Bridge Board	Collective Bargaining Team	Audit & Investment Committee	TIRZ #2A	Convention Center Food & Beverage		Development Corporation
Border Trade Alliance (BTA)	Development Corporation	(Alt.) Border Trade Alliance (BTA)	IMAS Board	Downtown Improvements Committee	Downtown Improvements	TIRZ #2A
Development Corporation	MEDC Board	Convention Center Food and Beverage Committee	Palm Valley	McAllen Chamber Board	IMAS Board	LRGVDC (COG)
LRGVDC (COG)	Quint Mazatlan Advisory Board (Alt.)	Downtown Improvements	Insurance Committee	Texas Border Coalition	Joint City/School	Ordinance Review
MPUB	Stadium Improvements	Joint City/School Committee			McAllen Chamber Board	Quinta Mazatlan Advisory Board
RGV Metropolitan Organization	Texas Border Coalition (Alt.)	Ordinance Review Committee			Ordinance Review	RGV Metropolitan Organization
TIRZ #2A		RGV Metropolitan Organization				
Texas Border Coalition		Stadium Improvements			Stadium Improvements	
Tres Lagos TIRZ No.1		Texas Border Coalition			TIRZ #2A	
Workforce Development						TML Region 12
Nominations	Vacant	Former Commissioner Appointment				Revised July 2026
Confirmation of Appointments						



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

7.C.
07/01/2026
7/13/2026

1. Agenda Item: Future Agenda Items.

2. Party Making Request: Isaac Tawil

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:
Emmanuel Garcia
Perla Lara

Created/Initiated - 07/01/2026
Final Approval - 07/01/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation: None - IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

8.A.

DATE SUBMITTED

MEETING DATE

7/13/2026

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: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____
7. Routing:
Crystal Montano

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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

8.B.

DATE SUBMITTED

MEETING DATE

7/13/2026

1. Agenda Item:
Consultation with City Attorney regarding legal aspects of contracts. 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 contracts. 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:
11. Manager's Recommendation: None - IJT