



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 27, 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 Rolando "Rolly" Rios

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

1. Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: 1.25 Acres (E. 341'- S. 160'), and 0.26 Acres (W. 280.98'- E. 340.91'- N. 40'- S. 200') out of Lot 3, J.H. Beatty's Subdivision, Hidalgo County, Texas; 4811 North Ware Road. **REZ2026-0082**

2. Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, LAR-LIN UT No. 2 Subdivision, Hidalgo County, Texas; 721 North McColl Road. **REZ2026-0083**
3. Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, Hunter's Cove Commercial Plaza Subdivision, Hidalgo County, Texas; 5600 North Ware Road. **REZ2026-0084**
4. Rezoning from R-3A (Multifamily Residential Apartment-OC) and C-3 (General Commercial-OC) Districts to R-3 (High-Density Residential-UDC) District: 11.183 acres out of Lot 2, Block 5, A.J. McColl Subdivision, Hidalgo County, Texas; 2801 North Jackson Road. **REZ2026-0088**
5. Rezoning from C-3 (General Business-OC) District to M-2 (Regional Mixed Use-UDC) District: Lots 47-58, Block 2, International Center Subdivision, Hidalgo County, Texas; 4400, 4502, 4504, 4506, and 4508 North 23rd Street. **REZ2026-0092**
6. ROUTINE CITY INITIATED REZONINGS
 - a. Rezoning from 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:
 McAllen South Industrial Park Phase 1 Subdivision, Lots 3-5; McAllen South Industrial Park Phase 2 Subdivision, Lots 1-2 and 6-10; Las Palmas Industrial Park Subdivision, Lots 2-4, 6-8 and 10-12; Las Palmas Industrial Park Phase 1 Lots 1A, 5A & 9A Subdivision, Lots 1A, 5A and 9A, Hidalgo County, Texas
 7601, 7701 and 7801 South 10th Street
 601, 701 and 801 Oaxaca Avenue
 5701 and 6201 South Main Street
 1401-1601 Durango Avenue
 5700 – 6600 South 16th Street
 600-801 Nicaragua Avenue
 7701 South 6th Street and Rears 1-2 (PID: 189984, 1460822 and 189987)
 7600 South 10th Street and Rears 1-2 (PID: 1036805, 1020462 and 1020519)
 7601 South 10th Street (PID: 1128287)
 7609 South 10th Street (PID: 1123003)
 7900 South 10th Street (PID: 189954)
 212 Dicker Road (PID: 1473427)
 8024 South 10th Street (PID: 517619)
 8400 South 10th Street (PID: 189996)
 7501 South 10th Street Rear 3(PID: 1020775)
 7509 South 10th Street Rears 1-2 (PID: 1019727 and 1179789)
 1401 Durango Avenue Rear (PID: 190019)
 8401 South 10th Street (PID: 189992)
 1319 South St Hwy 336 (PID: 343376)
 1099 South St Hwy 336 (PID: 189989)
 700 Dicker Road (PID: 189990)

7401 South 10th Street Rear (PID: 1020775)
7401 South 10th Street and Rears 1-7 (PID: 458478, 189950, 1460818, 189951, 189949, 517050, 189948 and 1380619)
7405 South 10th Street (PID: 189952)
7501 South 10th Street and Rear (PID: 189981 and 1380586)
8217 South 10th Street and Rear (PID: 189986 and 816595)
8413 South 10th Street and Rear (PID: 189985 and 1467799)
500 Dicker Road (PID: 189988)
600 Dicker Road (PID: 189993) **REZ2026-0089**

b. 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:

Pyxis Heights Subdivision, Lot 1, and The Heights at McColl Subdivision, Lots 78-150 and Lot A, Hidalgo County, Texas
901 East Yuma Avenue
700-1021 East La Cantera Avenue
700-1017 East Myrtle Beach Avenue
2701, 2705, 2709, 2713, 2717 and 2801 South “J” Street
1200 East Yuma Ave Rear 2 (PID: 231204)
3601, 2501 South McColl Road and Rear (PID: 290277, 1075582 and 290247)
REZ2026-0091

c. Rezoning from C-1 (Office Building-OC), C-3L (Light Commercial-OC), and C-3 (General Business-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:

Palmridge Subdivision No. 2, Lot 1; San Sebastian Subdivision, Lots 1-2; Driscoll Subdivision Phase 2, Lot 1; Plaza on Ridge Road Subdivision, Lot 1; Driscoll Subdivision, Lots 1-2; Ridge Commerce Lot 1-A Subdivision, Lot 1-A; Ridge Crossing Subdivision, Lots 1-3; Ridge Crossing Subdivision No. 2, Lot A; Palmridge Park Lot 1A Subdivision, Lot 1A; Medical Treatment and Education Center Subdivision, Lots 1-2; Yuma Subdivision, Lot 1; Just A Closet #4 Subdivision, Lot 1; South Texas College Nursing Campus Subdivision, Lot 1; South Texas College West Nursing Campus Subdivision, Lot 1; Doctores.com Subdivision, Lot 1; and Ridgeview Place Unit No. 3 Subdivision, Lot 1, Hidalgo County, Texas 301,600, 620 700, 701, 717, 900, 1101, and 1120 East Ridge Road
1900 and 2100 South “K” Center Street
1901, 2000, 2100, 2101, 2400, and 2416 South McColl Road
901 and 1101 East Vermont Avenue
500 East Yuma Avenue
112 East Toronto Avenue
2000 South Cynthia Street
1501, 2051, 2100, 2300, 2316, and 2400 South McColl Road (PIDs: 290226, 290229, 960735, 630446, 347638, 1308504, and 290241)
101, 901, 1001, and 1001 (Rear) East Ridge Road (PIDs: 230247, 502637,

1124349, 658312, and 290228)
40, 106, and 108 East Toronto Avenue (PIDs: 290235, 290238, and 572985)
1101 East Vermont Avenue (PID: 604021)
2105 South 2nd Street (PID: 290237)
500 East Wichita Avenue (PID: 670552) **REZ2026-0090**

d. Rezoning from R-1 (Single-Family Residential-OC) and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to R-1 (Low-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:

5600 South McColl Road Rear 2 (PID: 290309)
5000 South McColl Road Rear 2 (PID: 290302)
5600 South McColl Road Rear (PID: 290308)
5900 South McColl Road Rear (PID: 290310 and 290311)
6200 South McColl Road Rear (PID: 290325)
7400 South McColl Road (PID: 581955)
7600 South McColl Road (PID: 290335)
7201 South McColl Road and Rear (PID: 1131791 and 290331)
7301 South McColl Road and Rear (PID: 1132141 and 1074539)
7401 South McColl Road (PID: 1131800)
7501 South McColl Road (PID: 1131790)
7615 South McColl Road (PID: 20827728) **REZ2026-0085**

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

100 El Rancho Road and Rears 1-2 (PID: 290293, 290294, 290295, 290296)
4500 South McColl Road and Rear (PID: 290300 and 290301)
5000 South McColl Road and Rear (PID: 290304 and 290303)
5400 South McColl Road (PID: 290307)
4601 South McColl Road (PID: 290299)
5001 South McColl Road (PID: 290305)
5401 South McColl Road (PID: 290306)
4600 South Jackson Road (PID: 231270)
5000 South Jackson Road (PID: 231271)
5300 South Jackson Road (PID: 231284)
6300 South McColl Road and Rears 1-2 (PID: 290324, 959522, 959538)
6600 South McColl Road Rear (PID: 290326)
6700 South McColl Road Rear (PID: 346354)
6800 South McColl Road (PID: 290328)
6900 South McColl Road (PID: 290332)
7000 South McColl Road (PID: 842182)
6301 South McColl Road (PID: 842215)
6401 South McColl Road (PID: 290321)
6501 South McColl Road (PID: 290329)
6801 South McColl Road (PID: 290330)
6200 South Jackson Road (PID: 231289)
6400 South Jackson Road (PID: 231293)
6600 South Jackson Road (PID: 231294)

6728 South Jackson Road (PID: 959521)
6900 South Jackson Road Rear (PID: 231295) **REZ2026-0086**

B) CONDITIONAL USE PERMIT:

1. Request of Graciano Alvarado, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Precopa Bar) at the South 26 feet of the North 39.5 feet of Lot 5, Block 25, McAllen Addition Subdivision, Hidalgo County, Texas; 306 South 17th Street. **CUP2026-0049**

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

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 of Workshop and Regular Meeting held July 13, 2026.

B) Subdivision Monthly Report.

C) Parks & Recreation Monthly Project Status Report.

D) Project Status Monthly Report through June 30, 2026.

E) CONSENT COOP PURCHASES

1. Award of Contract for the Purchase of Fire Department Emergency Mobile Radios (Project No. 07-26-P40-01).

F) CONSENT RESOLUTION

1. Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department for funding under the Fiscal Year 2027 Local Park Grant Program to request funding in the amount of \$750,000.00.

G) Consideration and Approval of an Interlocal Agreement with Bloomington Public Transportation Corporation for Piggyback Purchase of the Computer-Aided Dispatch / Automated Vehicle Location (CAD/AVL) System (Project No. 07-26-S97-01).

H) Award of Contract for the Purchase of a Computer-Aided Dispatch / Automated Vehicle Location (CAD-AVL) System (Project No. 07-26-S103-01).

I) Award of Contract for Construction of the McAllen Heritage Center New Storage Building (Rebid) (Project. No. 07-26-C34-984).

J) Consideration and Authorization to Negotiate Scope and Fees with Top Ranked Firms for McAllen's Intelligent Transportation Systems (ITS) Plan (Project No. 05-26-S65-513).

K) Consideration and Authorization to Negotiate Scope and Fees with Top Ranked Firms for McAllen's Active Transportation Plan (ATP) (Project No. 05-26-S64-513).

L) Award Contract to Top Ranked Vendor for the Cloud-Based Flight Information Display System (FIDS), Gate Information Display System (GIDS), Baggage Information

Display System (BIDS), Terminal Public Address (PA) system upgrade at McAllen International Airport (Project No. 05-26-C30-276).

- M)** Consideration and Approval of payment authorization for two (2) Fire Department UTV Medical Units through the Office of the Governor Fiscal Year 2025 Border Zone Fire Departments Grant Program.

3. BIDS/CONTRACTS:

- A)** Award of Contract for Los Encinos Turf Field to Texas Artificial Turf & Design, LLC. (Project No. 07-26-C35-01).
- B)** Consideration and Approval of Recommendations for the City of McAllen Employee Health Plan.
- C)** Award of Contract for the Purchase and Installation of a New Fire Alarm System for the Convention Center utilizing Cooperative Pricing. (Project No. 07-26-S105-01)

4. VARIANCE:

- A)** Consideration of a variance request to the interior streets ROW and Paving width requirements for proposed Villas at Tres Lagos Phase II Subdivision, Hidalgo County, Texas; 5600 Tres Lagos Blvd. **VAR2026-0026**

5. MANAGER'S REPORT:

- A)** Future Agenda Items.

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

- A)** 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.
- C)** Consultation with City Attorney regarding pending litigation. 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.

CERTIFICATION

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 21, 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

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: 1.25 Acres (E. 341'- S. 160'), and 0.26 Acres (W. 280.98'- E. 340.91'- N. 40'- S. 200') out of Lot 3, J.H. Beatty's Subdivision, Hidalgo County, Texas; 4811 North Ware Road. **REZ2026-0082**
2. Party Making Request: Omar Sotelo
3. Applicant: Jose Pena
4. Nature of Request: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: 1.25 Acres (E. 341'- S. 160'), and 0.26 Acres (W. 280.98'- E. 340.91'- N. 40'- S. 200') out of Lot 3, J.H. Beatty's Subdivision, Hidalgo County, Texas; 4811 North Ware Road. **REZ2026-0082**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

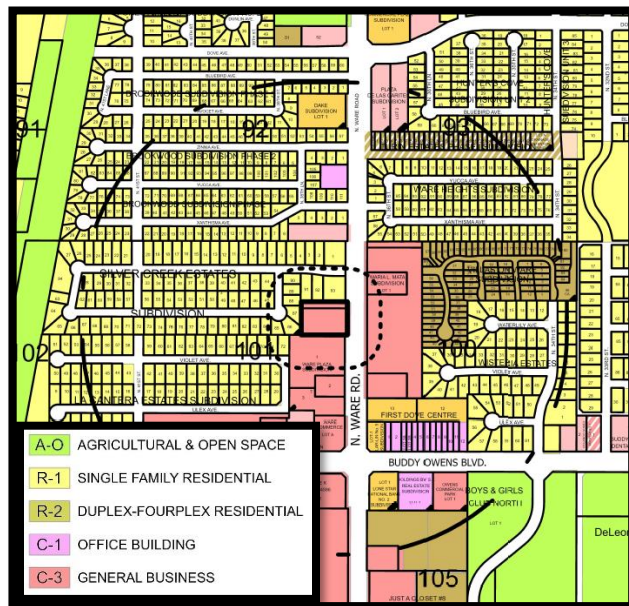
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: 1.25 Acres (E. 341'- S. 160'), and 0.26 Acres (W. 280.98'- E. 340.91'- N. 40'- S. 200') out of Lot 3, J.H. Beatty's Subdivision, Hidalgo County, Texas; 4811 North Ware Road. (REZ2026-0082)

LOCATION: The subject property is located along the west side of North Ware Road, north of Buddy Owens Boulevard.



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 south, and east, and R-1 (Single Family Residential-OC) District to the north and west.

LAND USE: The subject property is used as a commercial property. Surrounding land uses include commercial 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 Ware Road is commercial and residential.

HISTORY: J. H. Beatty's Subdivision was recorded on June 15, 1923. The property was rezoned from A-O (Agricultural and Open Space) to C-3 (General Business-OC) District on May 22, 1995.

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 July 7, 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.2.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, LAR-LIN UT No. 2 Subdivision, Hidalgo County, Texas; 721 North McColl Road. **REZ2026-0083**
2. Party Making Request: Omar Sotelo
3. Applicant: Tim Llaoa
4. Nature of Request: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, LAR-LIN UT No. 2 Subdivision, Hidalgo County, Texas; 721 North McColl Road. **REZ2026-0083**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

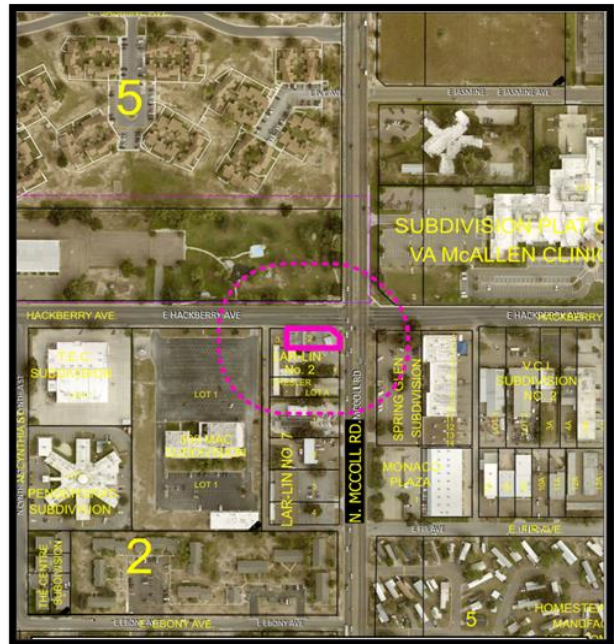
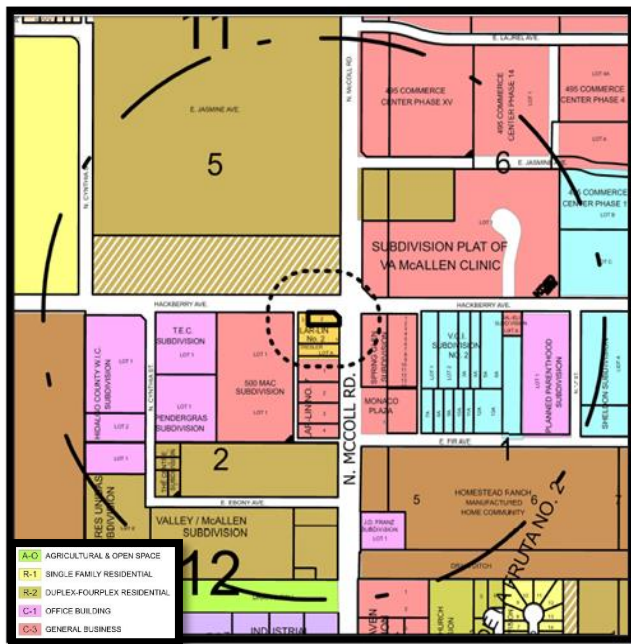
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, LAR-LIN UT No. 2 Subdivision, Hidalgo County, Texas; 721 North McColl Road. (REZ2026-0083)

LOCATION: The subject property is located at the southwest corner of North McColl Road and East Hackberry 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-2 (Neighborhood Commercial-OC) District to the south, C-3 (General Business-OC) district to the west and east, and R-3 (High Density Residential-UDC) District to the north.

LAND USE: The subject property is used as a neighborhood commercial property. Surrounding land uses include commercial and high density residential.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as a Complete Community. Development types most compatible with Complete Community include majority residential, with some office, retail, and other nonresidential uses that serve residents..

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

HISTORY: Lar-Lin UT No. 2 Subdivision was recorded on November 10, 1975. According to City records, no rezoning requests have been submitted or approved for the property.

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 COMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 7, 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.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331487 - SCHEDULE A:

Legal description of the land:

TRACT 1:

All of Lot One (1), LAR-LIN SUBDIVISION UNIT NO. 2, an addition to the City of McAllen, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 19, Page 90, Map Records, Hidalgo County, Texas.

TRACT 2:

Easement as described in Parking Easement Agreement by and between Circle K Stores Inc., a Texas corporation, successor by merger and name to Circle K Convenience Stores, Inc. and 711 McCall Company, a Texas general partnership, recorded under Clerk's Document No. 548377, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

TRACT 3:

Easement as described in Gasoline Pumps and Canopy Agreement entered into by and between 711 McCall Company, a Texas general partnership and Circle K Stores Inc., filed September 5, 1998 and recorded under Clerk's Document No. 548378, Official Records, Hidalgo County, Texas and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

TRACT 4:

Easement as described in Trash Dumpster Agreement entered into by and between 711 McCall Company, a Texas general partnership and Circle K Stores Inc., filed September 5, 1998 and recorded under Clerk's Document No. 548379, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

TRACT 5:

Easement as described in Signage Agreement entered into by and between 711 McCall Company, a Texas general partnership and Circle K Stores Inc., filed September 5, 1998 and recorded under Clerk's Document No. 548380, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

TRACT 6:

Reciprocal Easement for Encroachments as granted in document entered into by and between Circle K Stores Inc. and 711 McCall Company, a Texas general partnership, filed September 5, 1998 and recorded under Clerk's Document No. 548382, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

TRACT 7:

Easement as granted in Mutual Ingress-Egress Easement Agreement entered into by and between Circle K Stores Inc. and 711 McCall Company, a Texas general partnership, filed September 5, 1998 and recorded under Document No. 548383, Official Records, Hidalgo County, Texas and re-affirmed by instrument dated April 22, 1998, by and between SSP Partners and 711 McCall Company, recorded in Document No. 698970, Official Records, Hidalgo County, Texas, but not insuring as to size, location, area and boundaries.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331487 - SCHEDULE B:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

b. Mineral and/or royalty grant and/or reservation in instrument(s) dated October 15, 1938, recorded in Volume 446, Page 550, Deed Record; Volume 447, Page 224, Deed Records and dated November 1, 1968, recorded in Volume 1161, Page 889, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

(AFFECTS THE SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

e. Right of Way Easement dated March 23, 1955, recorded in Volume 824, Page 353, Deed Records, Hidalgo County, Texas.

(DOES NOT AFFECT SUBJECT PROPERTY)

f. Easement and/or other rights, if any, as set forth in Warranty Deed dated November 1, 1966, recorded in Volume 1161, Page 889, Deed Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

g. Easement dated September 13, 1967, recorded in Volume 1185, Page 830, Deed Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

h. Highway Right of Way dated December 1, 1972, recorded in Volume 1344, Page 466, Deed Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

i. Parking Easement Agreement recorded under Clerk's File No. 548377, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

j. Gasoline Pump and Canopy Agreement recorded under Clerk's File No. 548378, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

k. Trash Dumpster Agreement recorded under Clerk's File No. 548379, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

l. Signage Agreement recorded under Clerk's File No. 548380, Official Records, Hidalgo County, Texas and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

m. Reciprocal Easement for Encroachments as granted in document recorded under Clerk's File No. 548382, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

n. Mutual Ingress-Egress Easement Agreement recorded under Clerk's File No. 548383, Official Records, Hidalgo County, Texas, and re-affirmed by instrument dated April 22, 1998, recorded under Clerk's File No. 698970, Official Records, Hidalgo County, Texas.

(AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map for the County of Hidalgo, State of Texas Community Panel No. 4803430005C, Effective Date November 2, 1982.

MISCELLANEOUS NOTES:

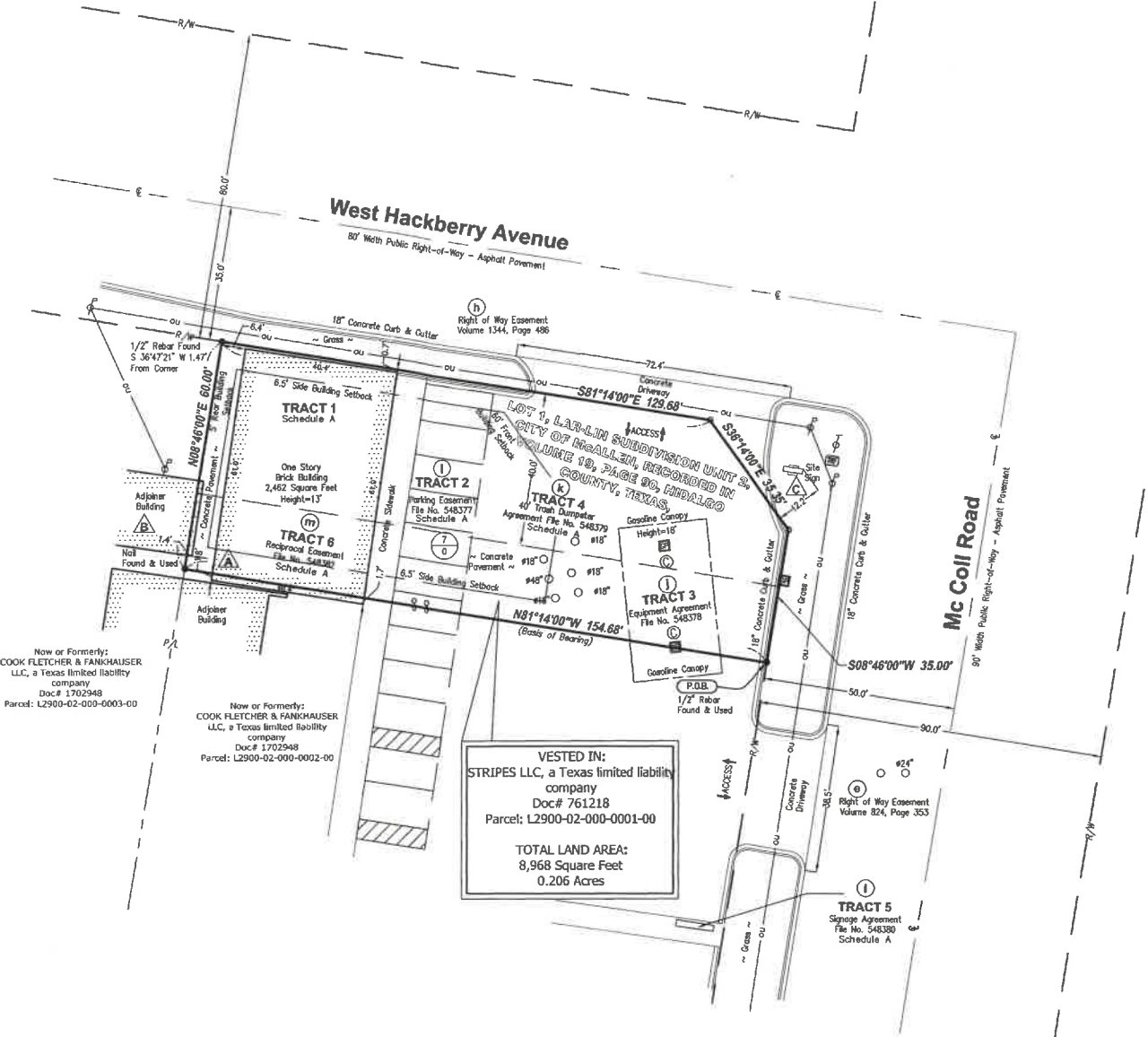
- There is direct access to the subject property via West Hackberry Avenue and Mc Coll Road, both being public right-of-ways.
- With regard to Table A Item 11, an 811 utility locate request was made and markings found at the site, if any, have been noted. All underground utilities may not be shown and markings found at the site may not depict underground features accurately. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response.
- The posted address on site is 721 N McCall Road, McAllen, Texas.
- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown hereon is the same property described in Schedule A of Stewart Title Guaranty Company Title Commitment No. 17000331487 with an effective date of May 03, 2017.
- Table A Item 21(a): Appurtenant easements as referenced in Schedule B of the Title Commitment are plotted on the face of the survey (where plottable).
- The improvements shown hereon were not depicted from Rectified Orthophotography.
- All walls are plumb and do not extend over the boundary line.

BASIS OF BEARING:

The basis for all bearings shown hereon is the N 81°14'00" W, known as being the Southerly property line, per Volume 19, Page 90 of the Hidalgo County Records.

SURVEYOR'S OBSERVATIONS:

- Subject's building appears to lie a maximum distance of 1.8' feet over south property line.
- Adjoiner's building appears to lie a maximum distance of 1.7' feet over west property line.
- Subject's I.d. sign appears to lie a maximum distance of 12.2' feet over the northeast property line.



ZONING:

Zoning Classification: C-2, Neighborhood Commercial
Permitted Use: Conditional use permit within the C-2, Neighborhood Commercial zone district
Building Setbacks:
Front= 60 feet
Side= 6.5 feet (13 feet of building height/2 feet)
Rear= 5 feet
Maximum Building Height: >153.35 feet (>83 feet' from the front + 70.35' of lot width)
Shall not exceed the depth of the front yard plus the width of the street right of way which it faces.
Parking Ratio: Commercial Development = 4 parking spaces for up to 400 SF of floor area plus one parking space for each additional 400 SF of floor area, and 1 handicapped spaces.
((4 spaces) + (2,482 SF - 400 sf = 2,082 SF / 400 SF)) = 9 required spaces

This zoning information is taken from a zoning report compiled by Millman National Land Services under MZ# 15771, dated September 3, 2017.

TOTAL LAND AREA:

8,968 Square Feet
0.206 Acres

PARKING:

7 Parking Spaces
0 Handicapped Spaces
7 Total Parking Spaces

UTILITY INFORMATION

SANITARY City Of McAllen 936-681-1600	ELECTRIC AEP Texas 877-373-4858
STORM City of McAllen Public Works 936-681-4000	TELEPHONE Time Warner is now Spectrum 844-206-3089
WATER City Of McAllen 936-681-1600	CABLE T.V. Time Warner is now Spectrum 844-206-3089
GAS Texas Gas Services 936-630-0742	FIBEROPTIC Time Warner is now Spectrum 844-206-3089



CERTIFICATION:

To: 7-Eleven, Inc., a Texas corporation, its successors and assigns; Sunoco LP, a Texas Limited Partnership, its successors and assigns; Stripes LLC, its successors and assigns; and Stewart Title Guaranty Company, its successors and assigns as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(i), 7(c), & 9, 11, 13, 15, 16, 17, 20 and 21(a) of Table A thereof. The field work was completed on August 15, 2017.

Date of Plat or Map: August 22, 2017.

By: *Leo S. Bond*
Leo Bond, RPLS
Texas Registered Professional Land Surveyor No. 5793
For and on behalf of Millman Surveying, Inc.

REVISION HISTORY

BY:	DATE:	COMMENT:
KHD	10/27/2017	CLIENT COMMENTS
SHS	01/24/2018	CERTIFICATION
REP	01/26/2018	CLIENT COMMENTS

millman
National Land Services

Transforming the Industry

Surveying
Zoning
Environmental
Real Support - Title Review

Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

ALTA/NSPS LAND TITLE
SURVEY PREPARED FOR:

7-ELEVEN, INC.

3200 Hackberry Road
Irving, Texas 75063

7-Eleven #40658

Sunoco #914

721 North McCall Road
City of McAllen
County of Hidalgo
State of Texas



NORTH

GRAPHIC SCALE

0 20' 40'

1 INCH = 20 FT.



Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. 40746
PC: CLA
PM: EPS
Drafter: JCB

MAY 15 2026



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.3.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, Hunter's Cove Commercial Plaza Subdivision, Hidalgo County, Texas; 5600 North Ware Road. **REZ2026-0084**
2. Party Making Request: Omar Sotelo
3. Applicant: Tim Llaoa
4. Nature of Request: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, Hunter's Cove Commercial Plaza Subdivision, Hidalgo County, Texas; 5600 North Ware Road. **REZ2026-0084**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

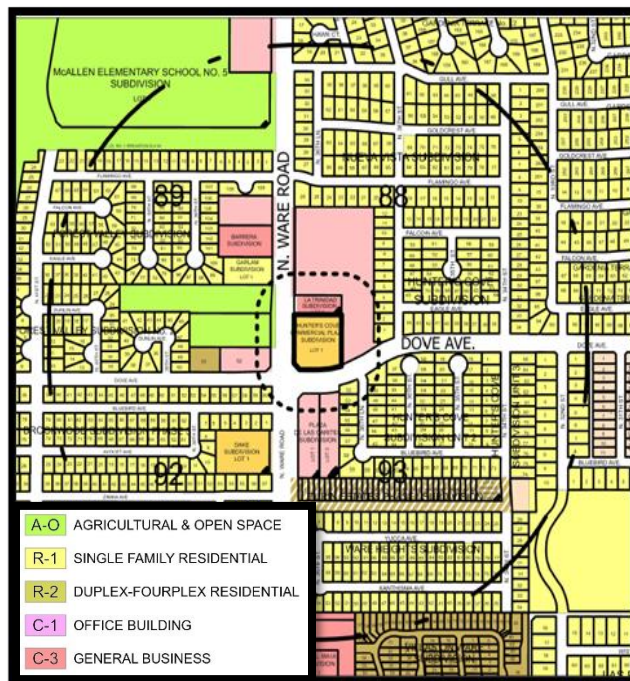
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: Rezoning from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District: Lot 1, Hunter's Cove Commercial Plaza Subdivision, Hidalgo County, Texas; 5600 North Ware Road. (REZ2026-0084)

LOCATION: The subject property is located at the northeast corner of North Ware Road and Dove 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, C-3L (Light Commercial-OC) district to the east, west and south, A-O (Agricultural and open space-OC) district to the northwest and R-1 (Single Family Residential-OC) district to the southeast.

LAND USE: The subject property is used as a convenience store. Surrounding land uses include retail, restaurants, offices and residential.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future

land use for these properties as a Complete Community. Development types most compatible with Complete Community include majority residential, with some office, retail, and other nonresidential uses that serve residents..

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

HISTORY: Hunter's Cove Commercial Plaza Subdivision was recorded on December 29, 2006 and has remained zoned C-2 (Neighborhood Commercial-OC) since then. According to City records, no rezoning requests have been submitted or approved for the property.

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 July 7, 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.4.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from R-3A (Multifamily Residential Apartment-OC) and C-3 (General Commercial-OC) Districts to R-3 (High-Density Residential-UDC) District: 11.183 acres out of Lot 2, Block 5, A.J. McColl Subdivision, Hidalgo County, Texas; 2801 North Jackson Road. **REZ2026-0088**
2. Party Making Request: Omar Sotelo
3. Applicant: Melden & Hunt Inc.
4. Nature of Request: Rezoning from R-3A (Multifamily Residential Apartment-OC) and C-3 (General Commercial-OC) Districts to R-3 (High-Density Residential-UDC) District: 11.183 acres out of Lot 2, Block 5, A.J. McColl Subdivision, Hidalgo County, Texas; 2801 North Jackson Road. **REZ2026-0088**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

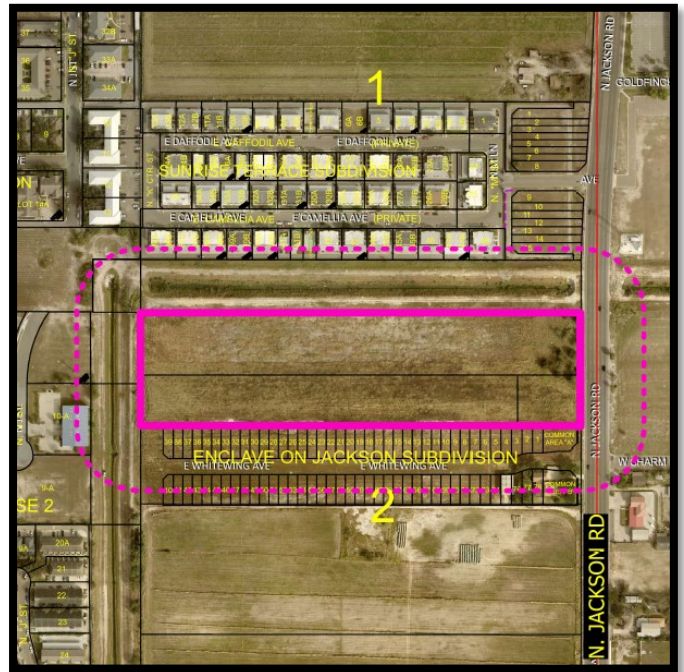
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: REZONING FROM R-3A (APARTMENT RESIDENTIAL DISTRICT-OC) DISTRICT AND C-3 (GENERAL COMMERCIAL-OC) DISTRICT TO R-3 (HIGH DENSITY RESIDENTIAL-UDC) DISTRICT: 11.183 ACRES OUT OF LOT 2, BLOCK 5, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS; 2801 NORTH JACKSON ROAD. (REZ2026-0088)

LOCATION: The subject property is located at the west side of North Jackson Road.



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 proposed garden homes.

ADJACENT ZONING: The adjacent properties are zoned A-O (Agriculture & Open Space-OC) District to the north and west, and R-3T (Townhomes-OC) District to the south, the properties on the east side of North Jackson Road are outside the city limits.

LAND USE: The subject property is currently vacant, surrounding land uses include an irrigation canal, townhomes, and vacant land.

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

DEVELOPMENT TRENDS: The development trend along this portion of North Jackson Road is multifamily residential and commercial.

HISTORY: The property is going through the subdivision process under the proposed name of Enclave on Jackson Phase 2 Subdivision. The earliest zoning record found for the property, indicating R-3A(OC) and C-3(OC) zoning designation, dates back to 1979.

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 and rezoning 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 July 7, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to R-3 (High Density Residential-UDC) District. There were four Board members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.5.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to M-2 (Regional Mixed Use-UDC) District: Lots 47-58, Block 2, International Center Subdivision, Hidalgo County, Texas; 4400, 4502, 4504, 4506, and 4508 North 23rd Street. **REZ2026-0092**
2. Party Making Request: Omar Sotelo
3. Applicant: Pamm Family Properties
4. Nature of Request: Rezoning from C-3 (General Business-OC) District to M-2 (Regional Mixed Use-UDC) District: Lots 47-58, Block 2, International Center Subdivision, Hidalgo County, Texas; 4400, 4502, 4504, 4506, and 4508 North 23rd Street. **REZ2026-0092**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/15/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memo

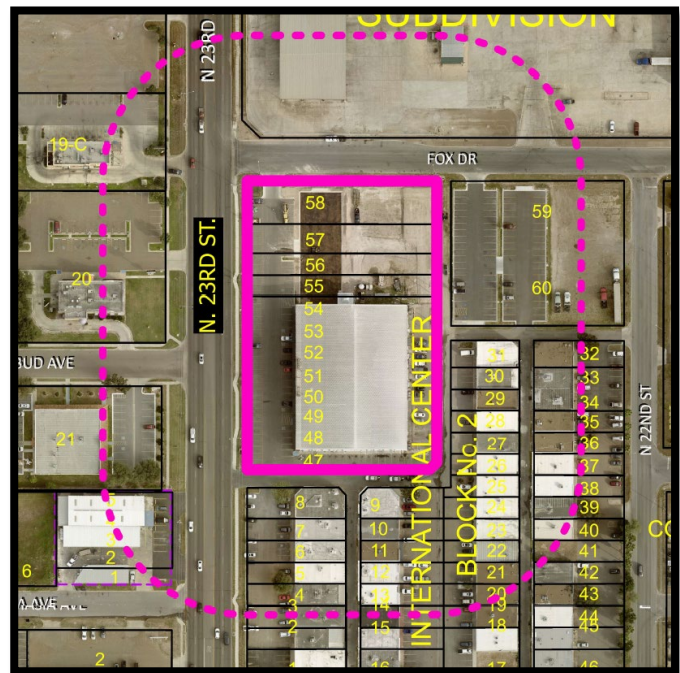
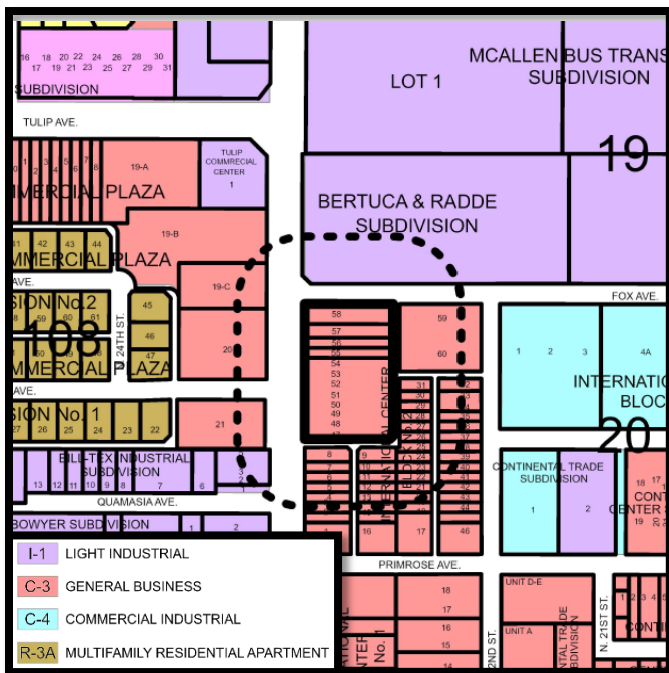
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO M-2 (REGIONAL MIXED USE-UDC) DISTRICT: LOTS 47-58, BLOCK 2, INTERNATIONAL CENTER SUBDIVISION, HIDALGO COUNTY, TEXAS; 4400, 4502, 4504, 4506, 4508, NORTH 23RD STREET. (REZ2026-0092)

LOCATION: The subject property is located on the east side of North 23rd Street, south of Fox Drive.



PROPOSAL: The applicant originally requested to rezone the property to M-2 (Regional Mixed Use-UDC) District for mixed use, however, during processing of the application, they requested C-2 (Regional Commercial-UDC) District, which is a lesser intense zone than M-2 (UDC) District.

ADJACENT ZONING: The adjacent properties are C-3 (General Business-OC) District to the west, east, and south, and I-1 (Light industrial-OC) District to the north.

LAND USE: The subject property is currently being used as a commercial center. Surrounding uses include an industrial processing plant, restaurants, office/retail stores, and personal services.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Mixed Use Node.

DEVELOPMENT TRENDS: The development trend along North 23rd Street is commercial and industrial.

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.

Prior to the Planning and Zoning Commission meeting on July 7th, 2026, the applicant emailed the Planning Department requesting a zoning change to C-2 (Regional Commercial-UDC) District, instead of M-2 (Regional Mixed Use-UDC).

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 7, 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 Board members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.6.a.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from 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:

McAllen South Industrial Park Phase 1 Subdivision, Lots 3-5; McAllen South Industrial Park Phase 2 Subdivision, Lots 1-2 and 6-10; Las Palmas Industrial Park Subdivision, Lots 2-4, 6-8 and 10-12; Las Palmas Industrial Park Phase 1 Lots 1A, 5A & 9A Subdivision, Lots 1A, 5A and 9A, Hidalgo County, Texas

7601, 7701 and 7801 South 10th Street

601, 701 and 801 Oaxaca Avenue

5701 and 6201 South Main Street

1401-1601 Durango Avenue

5700 – 6600 South 16th Street

600-801 Nicaragua Avenue

7701 South 6th Street and Rears 1-2 (PID: 189984, 1460822 and 189987)

7600 South 10th Street and Rears 1-2 (PID: 1036805, 1020462 and 1020519)

7601 South 10th Street (PID: 1128287)

7609 South 10th Street (PID: 1123003)

7900 South 10th Street (PID: 189954)

212 Dicker Road (PID: 1473427)

8024 South 10th Street (PID: 517619)

8400 South 10th Street (PID: 189996)

7501 South 10th Street Rear 3(PID: 1020775)

7509 South 10th Street Rears 1-2 (PID: 1019727 and 1179789)

1401 Durango Avenue Rear (PID: 190019)

8401 South 10th Street (PID: 189992)

1319 South St Hwy 336 (PID: 343376)

1099 South St Hwy 336 (PID: 189989)

700 Dicker Road (PID: 189990)

7401 South 10th Street Rear (PID: 1020775)

7401 South 10th Street and Rears 1-7 (PID: 458478, 189950, 1460818, 189951, 189949, 517050, 189948 and 1380619)

7405 South 10th Street (PID: 189952)

7501 South 10th Street and Rear (PID: 189981 and 1380586)

8217 South 10th Street and Rear (PID: 189986 and 816595)

8413 South 10th Street and Rear (PID: 189985 and 1467799)

500 Dicker Road (PID: 189988)

600 Dicker Road (PID: 189993) **REZ2026-0089**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning from 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:

McAllen South Industrial Park Phase 1 Subdivision, Lots 3-5; McAllen South Industrial Park Phase 2 Subdivision, Lots 1-2 and 6-10; Las Palmas Industrial Park Subdivision, Lots 2-4, 6-8 and 10-12; Las Palmas Industrial Park Phase 1 Lots 1A, 5A & 9A Subdivision, Lots 1A, 5A and 9A, Hidalgo County, Texas

7601, 7701 and 7801 South 10th Street

601, 701 and 801 Oaxaca Avenue

5701 and 6201 South Main Street

1401-1601 Durango Avenue

5700 – 6600 South 16th Street

600-801 Nicaragua Avenue

7701 South 6th Street and Rears 1-2 (PID: 189984, 1460822 and 189987)

7600 South 10th Street and Rears 1-2 (PID: 1036805, 1020462 and 1020519)

7601 South 10th Street (PID: 1128287)

7609 South 10th Street (PID: 1123003)

7900 South 10th Street (PID: 189954)

212 Dicker Road (PID: 1473427)

8024 South 10th Street (PID: 517619)

8400 South 10th Street (PID: 189996)

7501 South 10th Street Rear 3(PID: 1020775)

7509 South 10th Street Rears 1-2 (PID: 1019727 and 1179789)

1401 Durango Avenue Rear (PID: 190019)

8401 South 10th Street (PID: 189992)

1319 South St Hwy 336 (PID: 343376)

1099 South St Hwy 336 (PID: 189989)

700 Dicker Road (PID: 189990)

7401 South 10th Street Rear (PID: 1020775)

7401 South 10th Street and Rears 1-7 (PID: 458478, 189950, 1460818, 189951, 189949, 517050, 189948 and 1380619)

7405 South 10th Street (PID: 189952)

7501 South 10th Street and Rear (PID: 189981 and 1380586)

8217 South 10th Street and Rear (PID: 189986 and 816595)

8413 South 10th Street and Rear (PID: 189985 and 1467799)

500 Dicker Road (PID: 189988)

600 Dicker Road (PID: 189993) **REZ2026-0089**

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:

Jessica Cavazos

Omar Sotelo

Created/Initiated - 07/10/2026

Approved - 07/14/2026

Martin Canales
Michelle Rivera

Approved - 07/16/2026
Final Approval - 07/17/2026

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 27, 2026

SUBJECT: **REZONING FROM 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 REZ2026-0089:

McAllen South Industrial Park Phase 1 Subdivision, Lots 3-5; McAllen South Industrial Park Phase 2 Subdivision, Lots 1-2 and 6-10; Las Palmas Industrial Park Subdivision, Lots 2-4, 6-8 and 10-12; Las Palmas Industrial Park Phase 1 Lots 1A, 5A & 9A Subdivision, Lots 1A, 5A and 9A, Hidalgo County, Texas

7601, 7701 and 7801 South 10th Street

601, 701 and 801 Oaxaca Avenue

5701 and 6201 South Main Street

1401-1601 Durango Avenue

5700-6600 South 16th Street

600-801 Nicaragua Avenue

7701 South 6th Street and Rears 1-2 (PID: 189984, 1460822 and 189987)

7600 South 10th Street and Rears 1-2 (PID: 1036805, 1020462 and 1020519)

7601 South 10th Street (PID: 1128287)

7609 South 10th Street (PID: 1123003)

7900 South 10th Street (PID: 189954)

212 Dicker Road (PID: 1473427)

8024 South 10th Street (PID: 517619)

8400 South 10th Street (PID: 189996)

7501 South 10th Street Rear 3(PID: 1020775)

7509 South 10th Street Rears 1-2 (PID: 1019727 and 1179789)

1401 Durango Avenue Rear (PID: 190019)

8401 South 10th Street (PID: 189992)

1319 South St Hwy 336 (PID: 343376)

1099 South St Hwy 336 (PID: 189989)

700 Dicker Road (PID: 189990)

7401 South 10th Street Rear (PID: 1020775)

7401 South 10th Street and Rears 1-7 (PID: 458478, 189950, 1460818, 189951, 189949, 517050, 189948 and 1380619)

7405 South 10th Street (PID: 189952)

7501 South 10th Street and Rear (PID: 189981 and 1380586)

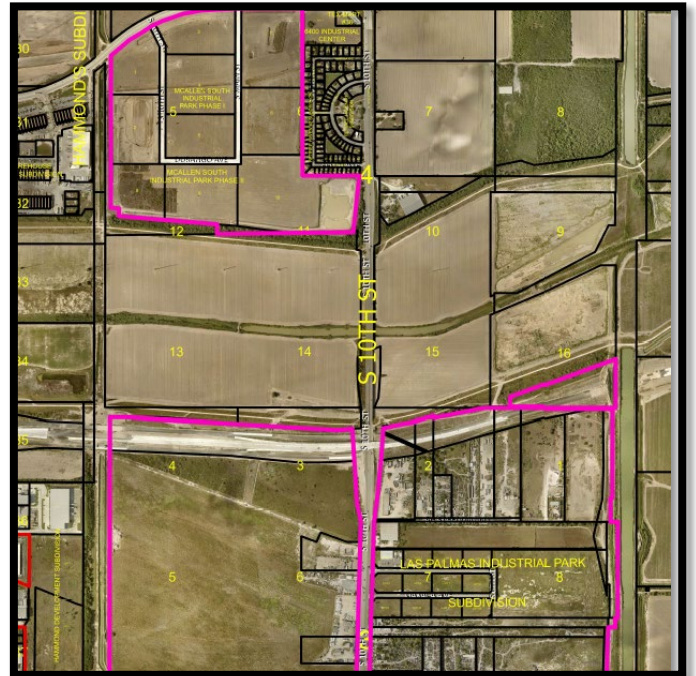
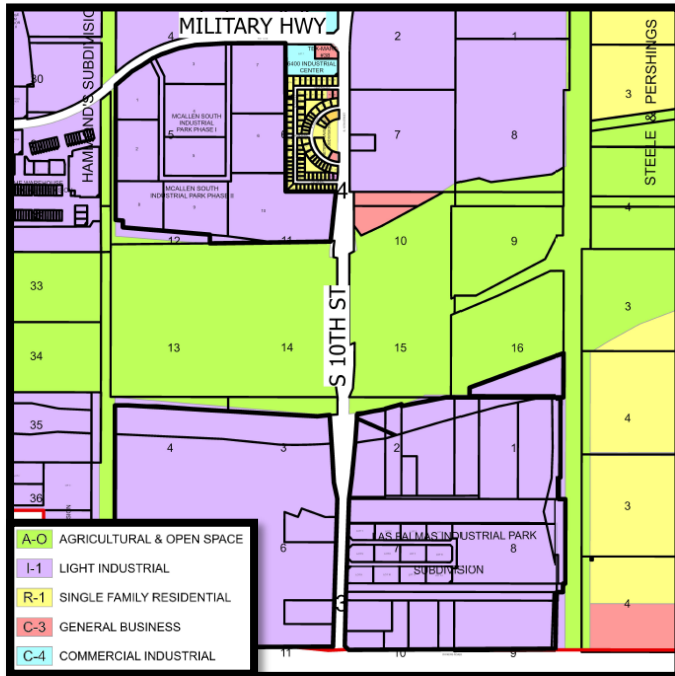
8217 South 10th Street and Rear (PID: 189986 and 816595)

8413 South 10th Street and Rear (PID: 189985 and 1467799)

500 Dicker Road (PID: 189988)

600 Dicker Road (PID: 189993)

LOCATION: The subject properties are located along South 10th Street, south 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, I-1 (Light Industrial-OC) District to the east, west, and north, R-1 (Single Family Residential-OC) to the north, and C-4 (Commercial Industrial-OC) to the north.

LAND USE: The subject properties include industrial use and vacant land. Surrounding uses include single-family residential, industrial uses, auto sales, 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 and Industrial.

DEVELOPMENT TRENDS: The development trend in this area along south 10th Street is Industrial.

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 July 7, 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 Board members present and voting.



 SUBJECT PROPERTY

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.6.b.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: 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:
Pyxis Heights Subdivision, Lot 1, and The Heights at McColl Subdivision, Lots 78-150 and Lot A, Hidalgo County, Texas
901 East Yuma Avenue
700-1021 East La Cantera Avenue
700-1017 East Myrtle Beach Avenue
2701, 2705, 2709, 2713, 2717 and 2801 South "J" Street
1200 East Yuma Ave Rear 2 (PID: 231204)
3601, 2501 South McColl Road and Rear (PID: 290277, 1075582 and 290247) **REZ2026-0091**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: 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:
Pyxis Heights Subdivision, Lot 1, and The Heights at McColl Subdivision, Lots 78-150 and Lot A, Hidalgo County, Texas
901 East Yuma Avenue
700-1021 East La Cantera Avenue
700-1017 East Myrtle Beach Avenue
2701, 2705, 2709, 2713, 2717 and 2801 South "J" Street
1200 East Yuma Ave Rear 2 (PID: 231204)
3601, 2501 South McColl Road and Rear (PID: 290277, 1075582 and 290247) **REZ2026-0091**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026

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 27, 2026

SUBJECT: REZONING FROM R-3A (APARTMENT RESIDENTIAL-OC) DISTRICT, R-3C (CONDOMINIUM RESIDENTIAL-OC) DISTRICT, R-3T (TOWNHOUSE RESIDENTIAL-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:

CASE REZ2026-0091:

Pyxis Heights Subdivision, Lot 1

The Heights at McColl Subdivision, Lots 78-150 and Lot A

901 East Yuma Avenue

700-1021 East La Cantera Avenue

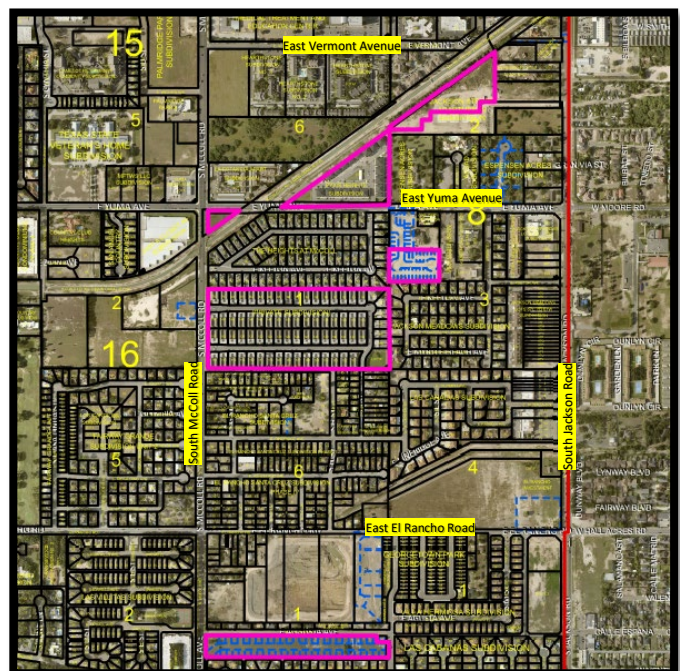
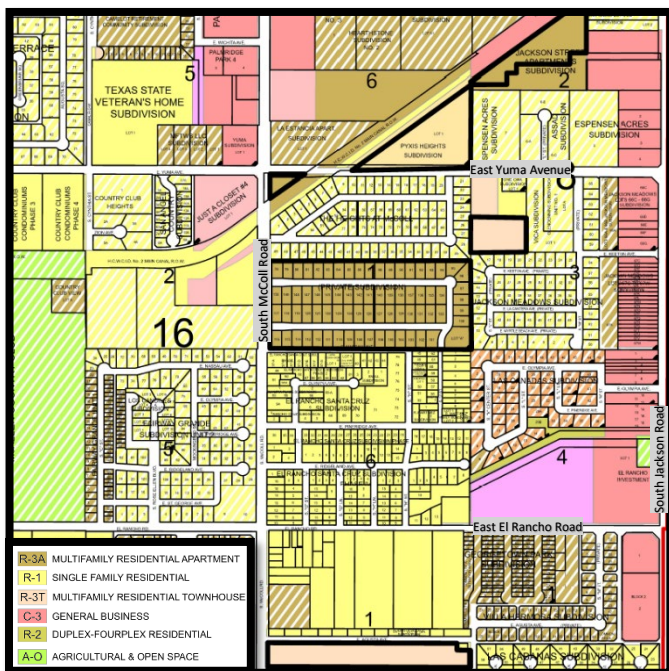
700-1017 East Myrtle Beach Avenue

2701, 2705, 2709, 2713, 2717 and 2801 South “J” Street

1200 East Yuma Ave Rear 2 (PID: 231204)

3601, 2501 South McColl Road and Rear (PID: 290277, 1075582 and 290247)

LOCATION: The subject properties are located between South Jackson Road and South McColl Road and between East Balboa Avenue and East Vermont Avenue.



PROPOSAL: The applicant is requesting to rezone the property to R-3 (High-Density Residential-UDC) District for proposed garden homes.

ADJACENT ZONING: The adjacent properties are zoned R-1 (Low-Density Residential-UDC), C-3(General Business-OC), R-3A (Multifamily Residential Apartment-OC), and R-1 (Single-Family Residential-OC) District.

LAND USE: The subject properties include multifamily development and vacant land. Surrounding uses include single-family residential, duplexes, apartments, and vacant land.

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

DEVELOPMENT TRENDS: The development trend in this area is primarily residential single, and multifamily.

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 July 7, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to R-3 (High Density Residential-UDC) District. There were four Board members present and voting.

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.6.c.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from C-1 (Office Building-OC), C-3L (Light Commercial-OC), and C-3 (General Business-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:
Palmridge Subdivision No. 2, Lot 1; San Sebastian Subdivision, Lots 1-2; Driscoll Subdivision Phase 2, Lot 1; Plaza on Ridge Road Subdivision, Lot 1; Driscoll Subdivision, Lots 1-2; Ridge Commerce Lot 1-A Subdivision, Lot 1-A; Ridge Crossing Subdivision, Lots 1-3; Ridge Crossing Subdivision No. 2, Lot A; Palmridge Park Lot 1A Subdivision, Lot 1A; Medical Treatment and Education Center Subdivision, Lots 1-2; Yuma Subdivision, Lot 1; Just A Closet #4 Subdivision, Lot 1; South Texas College Nursing Campus Subdivision, Lot 1; South Texas College West Nursing Campus Subdivision, Lot 1; Doctores.com Subdivision, Lot 1; and Ridgeview Place Unit No. 3 Subdivision, Lot 1, Hidalgo County, Texas 301,600, 620 700, 701, 717, 900, 1101, and 1120 East Ridge Road
1900 and 2100 South "K" Center Street
1901, 2000, 2100, 2101, 2400, and 2416 South McColl Road
901 and 1101 East Vermont Avenue
500 East Yuma Avenue
112 East Toronto Avenue
2000 South Cynthia Street
1501, 2051, 2100, 2300, 2316, and 2400 South McColl Road (PIDs: 290226, 290229, 960735, 630446, 347638, 1308504, and 290241)
101, 901, 1001, and 1001 (Rear) East Ridge Road (PIDs: 230247, 502637, 1124349, 658312, and 290228)
40, 106, and 108 East Toronto Avenue (PIDs: 290235, 290238, and 572985)
1101 East Vermont Avenue (PID: 604021)
2105 South 2nd Street (PID: 290237)
500 East Wichita Avenue (PID: 670552) **REZ2026-0090**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from C-1 (Office Building-OC), C-3L (Light Commercial-OC), and C-3 (General Business-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:
Palmridge Subdivision No. 2, Lot 1; San Sebastian Subdivision, Lots 1-2; Driscoll Subdivision Phase 2, Lot 1; Plaza on Ridge Road Subdivision, Lot 1; Driscoll Subdivision, Lots 1-2; Ridge Commerce Lot 1-A Subdivision, Lot 1-A; Ridge Crossing Subdivision, Lots 1-3; Ridge Crossing Subdivision No. 2, Lot A; Palmridge Park Lot 1A Subdivision, Lot 1A; Medical Treatment and Education Center Subdivision, Lots 1-2; Yuma Subdivision, Lot 1; Just A Closet #4 Subdivision, Lot 1; South Texas College Nursing Campus Subdivision, Lot 1; South Texas College West Nursing Campus Subdivision, Lot 1; Doctores.com Subdivision, Lot 1; and Ridgeview Place Unit No. 3 Subdivision, Lot 1, Hidalgo County, Texas 301,600, 620 700, 701, 717, 900, 1101, and 1120 East

Ridge Road
1900 and 2100 South “K” Center Street
1901, 2000, 2100, 2101, 2400, and 2416 South McColl Road
901 and 1101 East Vermont Avenue
500 East Yuma Avenue
112 East Toronto Avenue
2000 South Cynthia Street
1501, 2051, 2100, 2300, 2316, and 2400 South McColl Road (PIDs: 290226, 290229, 960735, 630446, 347638, 1308504, and 290241)
101, 901, 1001, and 1001 (Rear) East Ridge Road (PIDs: 230247, 502637, 1124349, 658312, and 290228)
40, 106, and 108 East Toronto Avenue (PIDs: 290235, 290238, and 572985)
1101 East Vermont Avenue (PID: 604021)
2105 South 2nd Street (PID: 290237)
500 East Wichita Avenue (PID: 670552) REZ2026-0090

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026

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 27, 2026

SUBJECT: REZONING FROM C-1 (OFFICE BUILDING-OC), C-3L (LIGHT COMMERCIAL-OC), AND C-3 (GENERAL BUSINESS-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 REZ2026-0090:

Palmridge Subdivision No. 2, Lot 1; San Sebastian Subdivision, Lots 1-2; Driscoll Subdivision Phase 2, Lot 1; Plaza on Ridge Road Subdivision, Lot 1; Driscoll Subdivision, Lots 1-2; Ridge Commerce Lot 1-A Subdivision, Lot 1-A; Ridge Crossing Subdivision, Lots 1-3; Ridge Crossing Subdivision No. 2, Lot A; Palmridge Park Lot 1A Subdivision, Lot 1A; Medical Treatment and Education Center Subdivision, Lots 1-2; Yuma Subdivision, Lot 1; Just A Closet #4 Subdivision, Lot 1; South Texas College Nursing Campus Subdivision, Lot 1; South Texas College West Nursing Campus Subdivision, Lot 1; Doctores.com Subdivision, Lot 1; and Ridgeview Place Unit No. 3 Subdivision, Lot 1, Hidalgo County, Texas

301,600, 620 700, 701, 717, 900, 1101, 1120 East Ridge Road

1900, 2100 South "K" Center Street

1901, 2000, 2100, 2101, 2400, and 2416 South McColl Road

901 East Vermont Avenue

500 East Yuma Avenue

112 East Toronto Avenue

2000 South Cynthia Street

1501, 2051, 2100, 2300, 2316, and 2400 South McColl Road (PIDs: 290226, 290229, 960735, 630446, 347638, 1308504, and 290241)

101, 901, 1001, and 1001 (Rear) East Ridge Road (PIDs: 230247, 502637, 1124349, 658312, and 290228)

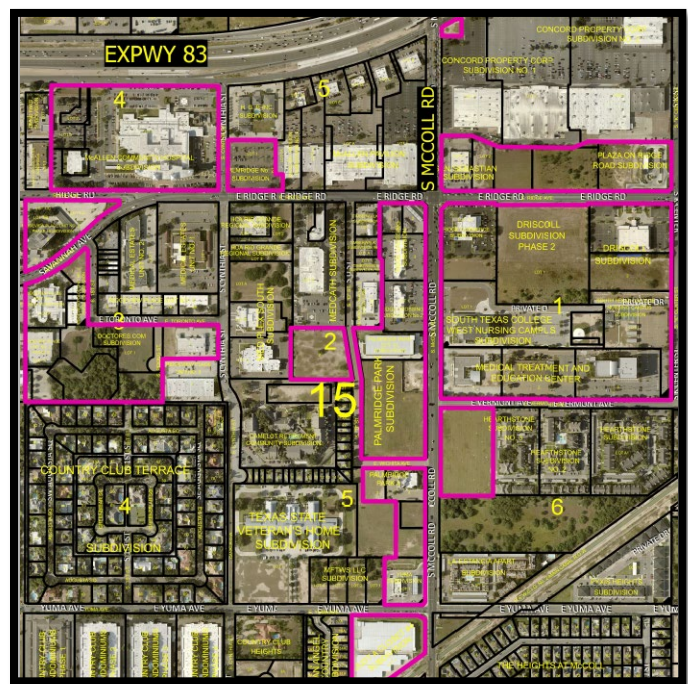
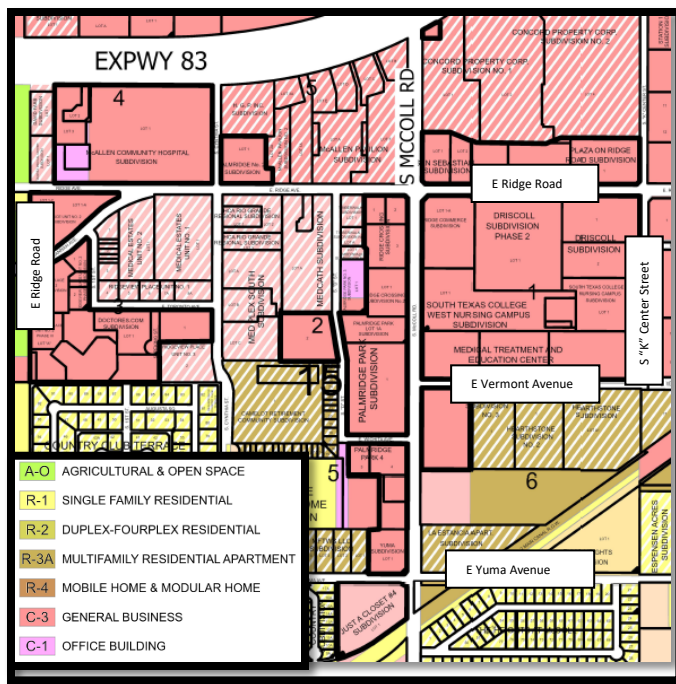
40, 106, and 108 East Toronto Avenue (PIDs: 290235, 290238, and 572985)

1101 East Vermont Avenue (PID: 604021)

2105 South 2nd Street (PID: 290237)

500 East Wichita Avenue (PID: 670552)

LOCATION: The subject properties are located on the south side of Expressway 83, between South 2nd Street and South "K" Center Street.



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-2 (Regional Commercial-UDC), C-3 (General Business-OC), R-3 (High-Density Residential-UDC) District, R-1 (Low-Density Residential-UDC), C-1 (Office Building-OC), and A-O (Agricultural & Open Space-OC) Districts.

LAND USE: The subject properties' uses include commercial and vacant land. Surrounding land uses include single-family homes, commercial uses, apartments and vacant land.

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

DEVELOPMENT TRENDS: The development trend along this area is commercial.

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 July 7, 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 Board members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.6.d.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from R-1 (Single-Family Residential-OC) and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to R-1 (Low-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:
5600 South McColl Road Rear 2 (PID: 290309)
5000 South McColl Road Rear 2 (PID:290302)
5600 South McColl Road Rear (PID: 290308)
5900 South McColl Road Rear (PID: 290310 and 290311)
6200 South McColl Road Rear (PID: 290325)
7400 South McColl Road (PID: 581955)
7600 South McColl Road (PID: 290335)
7201 South McColl Road and Rear (PID: 1131791 and 290331)
7301 South McColl Road and Rear (PID: 1132141 and 1074539)
7401 South McColl Road (PID: 1131800)
7501 South McColl Road (PID: 1131790)
7615 South McColl Road (PID: 20827728) **REZ2026-0085**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from R-1 (Single-Family Residential-OC) and A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to R-1 (Low-Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:
5600 South McColl Road Rear 2 (PID: 290309)
5000 South McColl Road Rear 2 (PID:290302)
5600 South McColl Road Rear (PID: 290308)
5900 South McColl Road Rear (PID: 290310 and 290311)
6200 South McColl Road Rear (PID: 290325)
7400 South McColl Road (PID: 581955)
7600 South McColl Road (PID: 290335)
7201 South McColl Road and Rear (PID: 1131791 and 290331)
7301 South McColl Road and Rear (PID: 1132141 and 1074539)
7401 South McColl Road (PID: 1131800)
7501 South McColl Road (PID: 1131790)
7615 South McColl Road (PID: 20827728) **REZ2026-0085**
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 - 07/10/2026
Approved - 07/14/2026
Approved - 07/16/2026
Final Approval - 07/17/2026

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

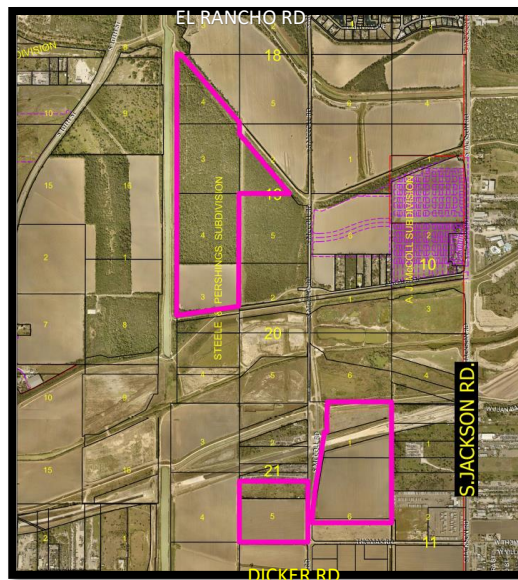
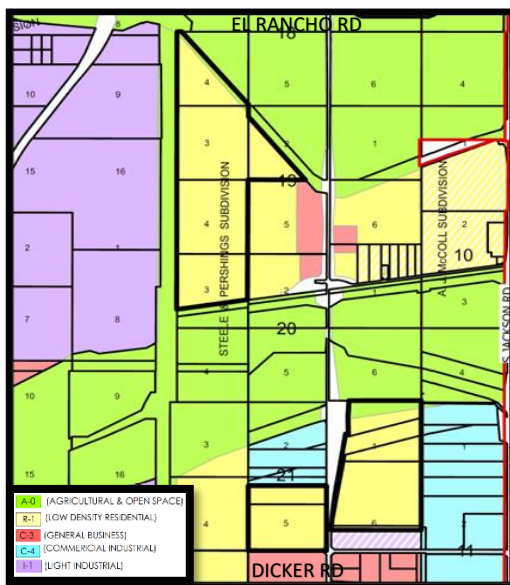
DATE: July 27, 2026

SUBJECT: Rezoning from R-1 (Single Family Residential-OC) District and A-O (Agricultural and Open Space-OC) 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 REZ2026-0085:

5600 South McColl Road Rear 2 (PID: 290309)
5000 South McColl Road Rear 2 (PID:290302)
5600 South McColl Road Rear (PID: 290308)
5900 South McColl Road Rear (PID: 290310 and 290311)
6200 South McColl Road Rear (PID: 290325)
7400 South McColl Road (PID: 581955)
7600 South McColl Road (PID: 290335)
7201 South McColl Road and Rear (PID: 1131791 and 290331)
7301 South McColl Road and Rear (PID: 1132141 and 1074539)
7401 South McColl Road (PID: 1131800)
7501 South McColl Road (PID: 1131790)
7615 South McColl Road (PID: 20827728)

LOCATION: The subject properties are located west of South Jackson Road, between East El Rancho Road and Dicker Road.



PROPOSAL: The City of McAllen is requesting to rezone the properties to R-1 (Low Density-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, south, east and west sides combined with C-3 (General Business) District and C-4 (Commercial-Industrial – OC) and I-1 (Light Industrial-UDC) to the south west side of South Jackson Road, north of Dicker Road.

LAND USE: The surrounding areas include vacant land, single-family residential and commercial-industrial use.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Mixed-Density, Complete Neighborhood and Industrial. 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. Industrial allows for major manufacturing and major employers, along with some supportive retail and office.

DEVELOPMENT TRENDS: The development trend in this area is agricultural, residential, commercial-industrial.

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 July 7, 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.6.e.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Rezoning from A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to A-O (Agricultural and Open Space-UDC) District under the new Unified Development Code (UDC) for the following properties:
100 El Rancho Road and Rears 1-2 (PID: 290293 ,290294, 290295, 290296)
4500 South McColl Road and Rear (PID: 290300 and 290301)
5000 South McColl Road and Rear (PID: 290304 and 290303)
5400 South McColl Road (PID: 290307)
4601 South McColl Road (PID: 290299)
5001 South McColl Road (PID: 290305)
5401 South McColl Road (PID: 290306)
4600 South Jackson Road (PID: 231270)
5000 South Jackson Road (PID: 231271)
5300 South Jackson Road (PID: 231284)
6300 South McColl Road and Rears 1-2 (PID: 290324, 959522, 959538)
6600 South McColl Road Rear (PID: 290326)
6700 South McColl Road Rear (PID: 346354)
6800 South McColl Road (PID: 290328)
6900 South McColl Road (PID: 290332)
7000 South McColl Road (PID: 842182)
6301 South McColl Road (PID: 842215)
6401 South McColl Road (PID: 290321)
6501 South McColl Road (PID: 290329)
6801 South McColl Road (PID: 290330)
6200 South Jackson Road (PID: 231289)
6400 South Jackson Road (PID: 231293)
6600 South Jackson Road (PID: 231294)
6728 South Jackson Road (PID: 959521)
6900 South Jackson Road Rear (PID: 231295) **REZ2026-0086**
2. Party Making Request: Omar Sotelo
3. Applicant: City of Mcallen
4. Nature of Request: Rezoning from A-O (Agricultural and Open Space-OC) Districts under the Old Code (OC) to A-O (Agricultural and Open Space-UDC) District under the new Unified Development Code (UDC) for the following properties:
100 El Rancho Road and Rears 1-2 (PID: 290293 ,290294, 290295, 290296)
4500 South McColl Road and Rear (PID: 290300 and 290301)
5000 South McColl Road and Rear (PID: 290304 and 290303)
5400 South McColl Road (PID: 290307)
4601 South McColl Road (PID: 290299)
5001 South McColl Road (PID: 290305)

5401 South McColl Road (PID: 290306)
4600 South Jackson Road (PID: 231270)
5000 South Jackson Road (PID: 231271)
5300 South Jackson Road (PID: 231284)
6300 South McColl Road and Rears 1-2 (PID: 290324, 959522, 959538)
6600 South McColl Road Rear (PID: 290326)
6700 South McColl Road Rear (PID: 346354)
6800 South McColl Road (PID: 290328)
6900 South McColl Road (PID: 290332)
7000 South McColl Road (PID: 842182)
6301 South McColl Road (PID: 842215)
6401 South McColl Road (PID: 290321)
6501 South McColl Road (PID: 290329)
6801 South McColl Road (PID: 290330)
6200 South Jackson Road (PID: 231289)
6400 South Jackson Road (PID: 231293)
6600 South Jackson Road (PID: 231294)
6728 South Jackson Road (PID: 959521)
6900 South Jackson Road Rear (PID: 231295) **REZ2026-0086**

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:

Jessica Cavazos
Omar Sotelo
Martin Canales
Michelle Rivera

Created/Initiated - 07/10/2026
Approved - 07/14/2026
Approved - 07/16/2026
Final Approval - 07/17/2026

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

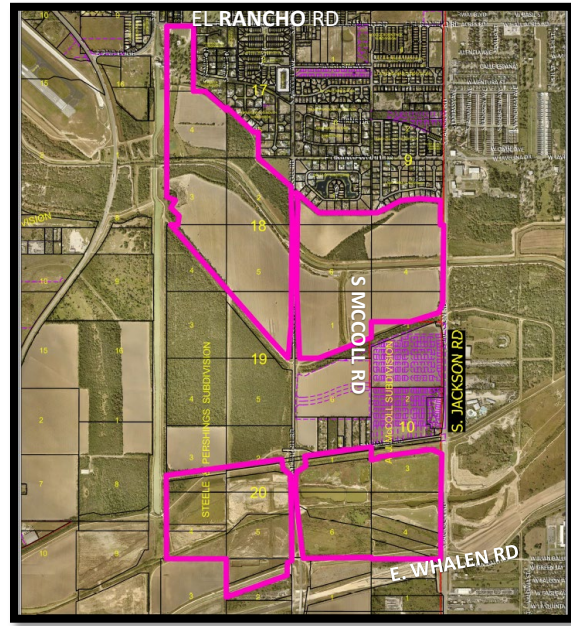
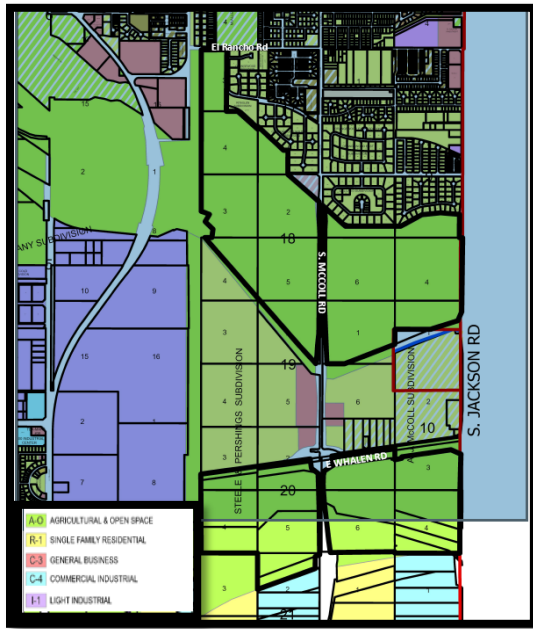
DATE: July 27, 2026

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

CASE REZ2026-0086:

100 El Rancho Road and Rears 1-2 (PID: 290293 ,290294, 290295, 290296)
4500 South McColl Road and Rear (PID: 290300 and 290301)
5000 South McColl Road and Rear (PID: 290304 and 290303)
5400 South McColl Road (PID: 290307)
4601 South McColl Road (PID: 290299)
5001 South McColl Road (PID: 290305)
5401 South McColl Road (PID: 290306)
4600 South Jackson Road (PID: 231270)
5000 South Jackson Road (PID: 231271)
5300 South Jackson Road (PID: 231284)
6300 South McColl Road and Rears 1-2 (PID: 290324, 959522, 959538)
6600 South McColl Road Rear (PID: 290326)
6700 South McColl Road Rear (PID: 346354)
6800 South McColl Road (PID: 290328)
6900 South McColl Road (PID: 290332)
7000 South McColl Road (PID: 842182)
6301 South McColl Road (PID: 842215)
6401 South McColl Road (PID: 290321)
6501 South McColl Road (PID: 290329)
6801 South McColl Road (PID: 290330)
6200 South Jackson Road (PID: 231289)
6400 South Jackson Road (PID: 231293)
6600 South Jackson Road (PID: 231294)
6728 South Jackson Road (PID: 959521)
6900 South Jackson Road Rear (PID: 231295)

LOCATION: The subject properties are located along the west side of South Jackson Road, in between south of East El Rancho Road and north of Thomas Road.



PROPOSAL: The City of McAllen is requesting to rezone the properties to A-O (Agricultural and 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) District to the west, C-1 (Local Commercial-UDC) District to the northeast, and R-1 (Single Family Residential-OC) District in all the surrounding area combined with C-3 (General Business) District.

LAND USE: The surrounding areas include single-family residential, commercial, vacant land and industrial uses.

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 identified on the Future Land Use Map (FLUM) denote existing and planned parks, recreational facilities, drainageways, trails, and other open space areas. The provision of parks and open spaces is considered essential to livability and quality of life for McAllen residents and should increase as the population of McAllen grows in the future.

DEVELOPMENT TRENDS: The development trend in 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 COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 7, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to A-O (Agricultural and Open Space-UDC) District. There were four members present and voting.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.B.1.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Request of Graciano Alvarado, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Precopa Bar) at the South 26 feet of the North 39.5 feet of Lot 5, Block 25, McAllen Addition Subdivision, Hidalgo County, Texas; 306 South 17th Street. **CUP2026-0049**
2. Party Making Request: Omar Sotelo
3. Applicant: Graciano Alvarado
4. Nature of Request: Request of Graciano Alvarado, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Precopa Bar) at the South 26 feet of the North 39.5 feet of Lot 5, Block 25, McAllen Addition Subdivision, Hidalgo County, Texas; 306 South 17th Street. **CUP2026-0049**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/16/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation: Staff Recommends Approval for six months
9. Advisory Board:
10. City Attorney: Approve Staff's Recommendation -AS
11. Manager's Recommendation: None - IJT

Planning Department

Memo

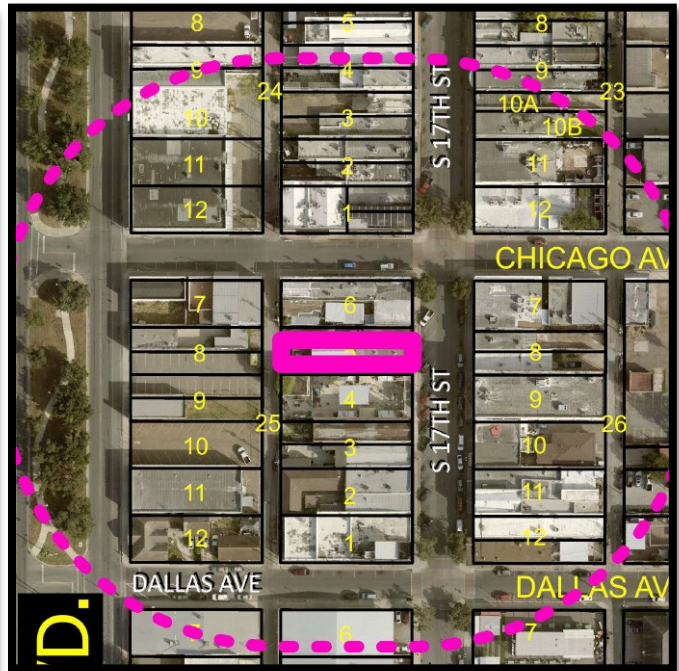
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: July 27, 2026

SUBJECT: REQUEST OF GRACIANO ALVARADO, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE FOR A BAR (PRECOPA BAR) AT THE SOUTH 26 FEET OF THE NORTH 39.5 FEET OF LOT 5, BLOCK 25, MCALLEN ADDITION SUBDIVISION, HIDALGO COUNTY, TEXAS; 306 SOUTH 17TH STREET. (CUP2026-0049)

BRIEF DESCRIPTION: The subject property is located along the west side of South 17th Street, between Dallas 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 property was granted a change of occupancy from office to bar in 2018. The most recent Special Use Permit was approved for this location on September 18, 2024. A revocation letter was issued on February 20, 2026 due to failure to enforce the use of age-verification devices and mark all occupants under the age of 21 years with UV ink.

ANALYSIS: The applicant is proposing to operate a bar under the name Precopa from 1,700 sq. ft. lease space. The bar will require 3 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 Monday through Sunday from 10:00 p.m. to 2:00 a.m.

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 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 COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 7, 2026, no one appeared in opposition to the Conditional Use Permit (CUP) request. The Board unanimously voted to recommend approval. There were four Board members present and voting.



McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 06/01/2025 00:00

Incident Type: All

To Date/Time: 06/01/2026 23:59

Location: 306 S 17th St., McAllen, TX

Call Date/Time	Incident Number	Incident Type	Location
5/10/2026 0:53	2026-00027109	Assault Peace Officer	306 S 17TH ST, MCALLEN
5/2/2026 1:04	2026-00025363	New Call	306 S 17TH ST, MCALLEN
4/11/2026 1:13	2026-00021105	Police Services	306 S 17TH ST, MCALLEN
3/17/2026 14:31	2026-00015962	Assist Other Agency	306 S 17TH ST, MCALLEN
1/18/2026 1:02	2026-00003579	Police Services	306 S 17TH ST, MCALLEN
12/6/2025 23:49	2025-00074219	Assist Other Agency	306 S 17TH ST, MCALLEN
11/22/2025 2:58	2025-00071257	Police Services	306 S 17TH ST, MCALLEN
10/1/2025 2:09	2025-00059947	Domestic Disturbance	306 S 17TH ST, MCALLEN
9/27/2025 1:24	2025-00059118	PI	306 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.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1.C.
07/14/2026
7/27/2026

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

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
Omar Sotelo
Martin Canales
Michelle Rivera

Created/Initiated - 07/14/2026
Approved - 07/17/2026
Approved - 07/21/2026
Final Approval - 07/21/2026

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 DEVELOPMENT CODE (UDC) CLASSIFICATION AS DESCRIBED HEREIN, AND AMENDING THE ZONING MAP TO CONFORM TO THE CHANGES:

- (1) 1.25 ACRES (E. 341' - S. 160') AND 0.26 ACRES (W. 280.98' - E. 340.91' - N. 40' - S. 200') OUT OF LOT 3, J.H. BEATTY'S SUBDIVISION, FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT;**
- (2) LOT 1, LAR-LIN UT NO. 2 SUBDIVISION, FROM C-2 (NEIGHBORHOOD COMMERCIAL-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT;**
- (3) LOT 1, HUNTER'S COVE COMMERCIAL PLAZA SUBDIVISION, FROM C-2 (NEIGHBORHOOD COMMERCIAL-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT;**
- (4) HIDALGO COUNTY PIDS: 290309, 290302, 290308, 290310, 290311, 290325, 581955, 290335, 1131791, 290331, 1132141, 1074539, 1131800, 1131790, AND 20827728, FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC) DISTRICT AND A-O (AGRICULTURAL & OPEN SPACE-OC) DISTRICT TO R-1 (LOW-DENSITY RESIDENTIAL-UDC) DISTRICT;**
- (5) HIDALGO COUNTY PIDS: 290293, 290294, 290295, 290296, 290300, 290301, 290304, 290303, 290307, 290299, 290305, 290306, 231270, 231271, 231284, 290324, 959522, 959538, 290326, 346354, 290328, 290332, 842182, 842215, 290321, 290329, 290330, 231289, 231293, 231294, 959521, AND 231295, FROM A-O (AGRICULTURAL & OPEN SPACE-OC) DISTRICT TO A-O (AGRICULTURAL & OPEN SPACE-UDC) DISTRICT;**
- (6) 11.183 ACRES OUT OF LOT 2, BLOCK 5, A.J. MCCOLL SUBDIVISION, FROM R-3A (APARTMENT RESIDENTIAL-OC) DISTRICT AND C-3 (GENERAL BUSINESS-OC) DISTRICT TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT;**
- (7) LOTS 3-5, MCALLEN SOUTH INDUSTRIAL PARK PHASE 1 SUBDIVISION; LOTS 1-2 AND 6-10, MCALLEN SOUTH INDUSTRIAL PARK PHASE 2 SUBDIVISION; LOTS 2-4, 6-8 AND 10-12, LAS PALMAS INDUSTRIAL PARK SUBDIVISION; LOTS 1A, 5A AND 9A, LAS PALMAS INDUSTRIAL PARK PHASE 1 LOTS 1A, 5A & 9A SUBDIVISION; AND HIDALGO COUNTY PIDS: 189984, 1460822, 189987, 1036805, 1020462, 1020519, 1128287, 1123003, 189954, 1473427, 517619, 189996, 1020775, 1019727, 1179789, 190019, 189992, 343376, 189989, 189990, 1020775, 458478, 189950, 1460818, 189951, 189949, 517050, 189948, 1380619, 189952, 189981, 1380586, 189986, 816595, 189985, 1467799, 189988, AND 189993, FROM I-1 (LIGHT INDUSTRIAL-OC) DISTRICT TO I-1 (LIGHT INDUSTRIAL-UDC) DISTRICT;**
- (8) LOT 1, PALMRIDGE SUBDIVISION NO. 2; LOTS 1-2, SAN SEBASTIAN SUBDIVISION; LOT 1, DRISCOLL SUBDIVISION PHASE 2; LOT 1, PLAZA ON RIDGE ROAD SUBDIVISION; LOTS 1-2, DRISCOLL SUBDIVISION; LOT 1-A, RIDGE COMMERCE LOT 1-A SUBDIVISION; LOTS 1-3, RIDGE CROSSING SUBDIVISION; LOT A, RIDGE CROSSING SUBDIVISION NO. 2; LOT 1A, PALMRIDGE PARK LOT 1A SUBDIVISION; LOTS 1-2, MEDICAL TREATMENT AND EDUCATION CENTER SUBDIVISION; LOT 1, YUMA SUBDIVISION; LOT 1, JUST A CLOSET #4 SUBDIVISION; LOT 1, SOUTH TEXAS COLLEGE NURSING CAMPUS SUBDIVISION; LOT 1, SOUTH TEXAS COLLEGE WEST NURSING CAMPUS**

SUBDIVISION; LOT 1, DOCTORES.COM SUBDIVISION; LOT 1, RIDGEVIEW PLACE UNIT NO. 3 SUBDIVISION; AND HIDALGO COUNTY PIDS: 290226, 290229, 960735, 630446, 347638, 1308504, 290241, 230247, 502637, 1124349, 658312, 290228, 290235, 290238, 572985, 604021, 290237, AND 670552, FROM C-1 (OFFICE BUILDING-OC), C-3L (LIGHT COMMERCIAL-OC), AND C-3 (GENERAL BUSINESS-OC) DISTRICTS TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT;

(9) LOT 1, PYXIS HEIGHTS SUBDIVISION; LOTS 78-150 AND LOT A, THE HEIGHTS AT MCCOLL SUBDIVISION; AND HIDALGO COUNTY PIDS: 231204, 290277, 1075582, AND 290247, FROM R-3A (APARTMENT RESIDENTIAL-OC), R-3C (CONDOMINIUM RESIDENTIAL-OC), AND R-3T (TOWNHOUSE RESIDENTIAL-OC) DISTRICTS TO R-3 (HIGH-DENSITY RESIDENTIAL-UDC) DISTRICT;

(10) LOTS 47-58, BLOCK 2, INTERNATIONAL CENTER SUBDIVISION, FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT;

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

SECTION I: The following tract or tracts of land, which are 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:

1.25 acres (E. 341' - S. 160') and 0.26 acres (W. 280.98' - E. 340.91' - N. 40' - S. 200') out of Lot 3, J.H. Beatty's Subdivision, Hidalgo County, Texas; Temporary Address: 4811 North Ware Road

SECTION II: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District:

Lot 1, LAR-LIN UT No. 2 Subdivision, Hidalgo County, Texas; Temporary Address: 721 North McColl Road

SECTION III: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from C-2 (Neighborhood Commercial-OC) District to C-2 (Regional Commercial-UDC) District:

Lot 1, Hunter's Cove Commercial Plaza Subdivision, Hidalgo County, Texas; Temporary Address: 5600 North Ware Road

SECTION IV: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from R-1 (Single-Family Residential-OC) District and A-O (Agricultural & Open Space-OC) District to R-1 (Low-Density Residential-UDC) District:

Hidalgo County PID: 290309 - Temporary Address: 5600 South McColl Road Rear 2

Hidalgo County PID: 290302 - Temporary Address: 5000 South McColl Road Rear 2

Hidalgo County PID: 290308 - Temporary Address: 5600 South McColl Road Rear

Hidalgo County PIDs: 290310 and 290311 - Temporary Address: 5900 South McColl Road Rear

Hidalgo County PID: 290325 - Temporary Address: 6200 South McColl Road Rear

Hidalgo County PID: 581955 - Temporary Address: 7400 South McColl Road

Hidalgo County PID: 290335 - Temporary Address: 7600 South McColl Road

Hidalgo County PIDs: 1131791 and 290331 - Temporary Address: 7201 South McColl Road and Rear

Hidalgo County PIDs: 1132141 and 1074539 - Temporary Address: 7301 South McColl Road and Rear

Hidalgo County PID: 1131800 - Temporary Address: 7401 South McColl Road

Hidalgo County PID: 1131790 - Temporary Address: 7501 South McColl Road

Hidalgo County PID: 20827728 - Temporary Address: 7615 South McColl Road

SECTION V: The following tract or tracts of land, which are 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 PIDs: 290293, 290294, 290295 and 290296 - Temporary Address: 100 El Rancho Road and Rears 1-2

Hidalgo County PIDs: 290300 and 290301 - Temporary Address: 4500 South McColl Road and Rear

Hidalgo County PIDs: 290304 and 290303 - Temporary Address: 5000 South McColl Road and Rear

Hidalgo County PID: 290307 - Temporary Address: 5400 South McColl Road

Hidalgo County PID: 290299 - Temporary Address: 4601 South McColl Road

Hidalgo County PID: 290305 - Temporary Address: 5001 South McColl Road

Hidalgo County PID: 290306 - Temporary Address: 5401 South McColl Road

Hidalgo County PID: 231270 - Temporary Address: 4600 South Jackson Road

Hidalgo County PID: 231271 - Temporary Address: 5000 South Jackson Road

Hidalgo County PID: 231284 - Temporary Address: 5300 South Jackson Road

Hidalgo County PIDs: 290324, 959522 and 959538 - Temporary Address: 6300 South McColl Road and Rears 1-2

Hidalgo County PID: 290326 - Temporary Address: 6600 South McColl Road Rear

Hidalgo County PID: 346354 - Temporary Address: 6700 South McColl Road Rear

Hidalgo County PID: 290328 - Temporary Address: 6800 South McColl Road

Hidalgo County PID: 290332 - Temporary Address: 6900 South McColl Road

Hidalgo County PID: 842182 - Temporary Address: 7000 South McColl Road

Hidalgo County PID: 842215 - Temporary Address: 6301 South McColl Road

Hidalgo County PID: 290321 - Temporary Address: 6401 South McColl Road

Hidalgo County PID: 290329 - Temporary Address: 6501 South McColl Road

Hidalgo County PID: 290330 - Temporary Address: 6801 South McColl Road

Hidalgo County PID: 231289 - Temporary Address: 6200 South Jackson Road

Hidalgo County PID: 231293 - Temporary Address: 6400 South Jackson Road

Hidalgo County PID: 231294 - Temporary Address: 6600 South Jackson Road

Hidalgo County PID: 959521 - Temporary Address: 6728 South Jackson Road

Hidalgo County PID: 231295 - Temporary Address: 6900 South Jackson Road Rear

SECTION VI: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from R-3A (Apartment Residential-OC) District and C-3 (General Business-OC) District to R-3 (High-Density Residential-UDC) District:

11.183 acres out of Lot 2, Block 5, A.J. McColl Subdivision, Hidalgo County, Texas;
Temporary Address: 2801 North Jackson Road

SECTION VII: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from I-1 (Light Industrial-OC) District to I-1 (Light Industrial-UDC) District:

Lots 3-5, McAllen South Industrial Park Phase 1 Subdivision; Lots 1-2 and 6-10, McAllen South Industrial Park Phase 2 Subdivision; Lots 2-4, 6-8 and 10-12, Las Palmas Industrial Park Subdivision; and Lots 1A, 5A and 9A, Las Palmas Industrial Park Phase 1 Lots 1A, 5A & 9A Subdivision, Hidalgo County, Texas

Hidalgo County PIDs: 189984, 1460822 and 189987 - Temporary Address: 7701 South 6th Street and Rears 1-2

Hidalgo County PIDs: 1036805, 1020462 and 1020519 - Temporary Address: 7600 South 10th Street and Rears 1-2

Hidalgo County PID: 1128287 - Temporary Address: 7601 South 10th Street

Hidalgo County PID: 1123003 - Temporary Address: 7609 South 10th Street

Hidalgo County PID: 189954 - Temporary Address: 7900 South 10th Street

Hidalgo County PID: 1473427 - Temporary Address: 212 Dicker Road

Hidalgo County PID: 517619 - Temporary Address: 8024 South 10th Street

Hidalgo County PID: 189996 - Temporary Address: 8400 South 10th Street

Hidalgo County PID: 1020775 - Temporary Address: 7501 South 10th Street Rear 3

Hidalgo County PIDs: 1019727 and 1179789 - Temporary Address: 7509 South 10th Street Rears 1-2

Hidalgo County PID: 190019 - Temporary Address: 1401 Durango Avenue Rear

Hidalgo County PID: 189992 - Temporary Address: 8401 South 10th Street

Hidalgo County PID: 343376 - Temporary Address: 1319 South State Highway 336

Hidalgo County PID: 189989 - Temporary Address: 1099 South State Highway 336

Hidalgo County PID: 189990 - Temporary Address: 700 Dicker Road

Hidalgo County PID: 1020775 - Temporary Address: 7401 South 10th Street Rear

Hidalgo County PIDs: 458478, 189950, 1460818, 189951, 189949, 517050, 189948 and 1380619 - Temporary Address: 7401 South 10th Street and Rears 1-7

Hidalgo County PID: 189952 - Temporary Address: 7405 South 10th Street

Hidalgo County PIDs: 189981 and 1380586 - Temporary Address: 7501 South 10th Street and Rear

Hidalgo County PIDs: 189986 and 816595 - Temporary Address: 8217 South 10th Street and Rear

Hidalgo County PIDs: 189985 and 1467799 - Temporary Address: 8413 South 10th Street and Rear

Hidalgo County PID: 189988 - Temporary Address: 500 Dicker Road

Hidalgo County PID: 189993 - Temporary Address: 600 Dicker Road

SECTION VIII: The following tract or tracts of land, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from C-1 (Office Building-OC), C-3L (Light Commercial-OC), and C-3 (General Business-OC) Districts to C-2 (Regional Commercial-UDC) District:

Lot 1, Palmridge Subdivision No. 2; Lots 1-2, San Sebastian Subdivision; Lot 1, Driscoll Subdivision Phase 2; Lot 1, Plaza on Ridge Road Subdivision; Lots 1-2, Driscoll Subdivision; Lot 1-A, Ridge Commerce Lot 1-A Subdivision; Lots 1-3, Ridge Crossing Subdivision; Lot A, Ridge Crossing Subdivision No. 2; Lot 1A, Palmridge Park Lot 1A Subdivision; Lots 1-2, Medical Treatment and Education Center Subdivision; Lot 1, Yuma Subdivision; Lot 1, Just A Closet #4 Subdivision; Lot 1, South Texas College Nursing Campus Subdivision; Lot 1, South Texas College West Nursing Campus Subdivision; Lot 1, Doctores.com Subdivision; and Lot 1, Ridgeview Place Unit No. 3 Subdivision, Hidalgo County, Texas

Hidalgo County PIDs: 290226, 290229, 960735, 630446, 347638, 1308504 and 290241 - Temporary Address: 1501, 2051, 2100, 2300, 2316 and 2400 South McColl Road

Hidalgo County PIDs: 230247, 502637, 1124349, 658312 and 290228 - Temporary Address: 101, 901, 1001 and 1001 Rear East Ridge Road

Hidalgo County PIDs: 290235, 290238 and 572985 - Temporary Address: 40, 106 and 108 East Toronto Avenue

Hidalgo County PID: 604021 - Temporary Address: 1101 East Vermont Avenue

Hidalgo County PID: 290237 - Temporary Address: 2105 South 2nd Street

Hidalgo County PID: 670552 - Temporary Address: 500 East Wichita Avenue

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

Lot 1, Pyxis Heights Subdivision; and Lots 78-150 and Lot A, The Heights at McColl Subdivision, Hidalgo County, Texas

Hidalgo County PID: 231204 - Temporary Address: 1200 East Yuma Avenue Rear 2

Hidalgo County PIDs: 290277, 1075582 and 290247 - Temporary Address: 3601 and 2501 South McColl Road and Rear

SECTION X: The following tract or tracts of land, which are 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:

Lots 47-58, Block 2, International Center Subdivision, Hidalgo County, Texas; Temporary Address: 4400, 4502, 4504, 4506 and 4508 North 23rd Street

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

SECTION XII: 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 VIII: 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 XIII: 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 XV: 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 27th 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

2.A.

DATE SUBMITTED

07/20/2026

MEETING DATE

7/27/2026

1. Agenda Item: Approval of Minutes of Workshop and Regular Meeting held July 13, 2026.

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Emmanuel Garcia

Perla Lara

Created/Initiated - 07/20/2026

Final Approval - 07/20/2026

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, July 13, 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 JULY 13, 2026, REGULAR MEETING AGENDA, TO BE DISCUSSED AT SUCH A MEETING.

There were no questions regarding the July 13, 2026, regular meeting agenda.

2. PRESENTATION ON MCALLEN CONVENTION FACILITIES EXPANSION AND FUNDING OPTIONS.

Yajaira Flores, Convention Center Director, provided an update on the success of the La Cancha Watch Party held from June 11 through July 6, 2026. She reported that the event hosted more than 55,000 visitors during ten matches and presented information regarding visitor demographics, points of origin, media coverage, media value, and overall media reach.

Ms. Flores also highlighted the extensive marketing exposure generated by the event, including approximately 5 million billboard impressions and dual traffic visibility from June 5 through July 10, based on Texas Department of Transportation annual average daily traffic data. Additional information was presented regarding broadcast partnerships, launch press conferences, social media engagement exceeding 711,300 views, onsite activations, a special FAST Channel program, statewide broadcasts, and more than 80 live programming mentions throughout the event period.

The economic impact of the event was also discussed. Ms. Flores reported that the event generated an estimated \$4 million in total economic impact, supporting approximately 190 jobs, created an estimated 28 additional full-time jobs annually, and generated approximately \$268,444 in federal taxes, \$68,129 in state taxes, and \$38,457 in local taxes.

Members of the City Commission commented on the presentation and asked various questions regarding attendance, economic impact, and future event opportunities. Staff provided clarification and responded to all inquiries.

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

3. PRESENTATION ON SECTION 108 LOAN GUARANTEE PROGRAM.

Julia Lash, Grants Director presented an overview of the Section 108 Loan Guarantee Program, including program requirements and funding opportunities available.

Ms. Lash informed the City Commission that Fire Chief Juan Gloria would discuss the proposed Fire Station No. 4 Relocation Project. Chief Gloria explained that Fire Station No. 4 currently serves the Baker Road and Jackson Road area and that the proposed relocation to the vicinity of El Rancho Road and McColl Road would better position the department to serve future growth and development while improving emergency response capabilities.

Ms. Lash reviewed the financing benefits of the Section 108 Loan Guarantee Program, noting that it provides low-cost, long-term financing for eligible community development projects, including public facilities, infrastructure improvements, and housing-related projects.

She provided an overview of the program process, including:

- Identification of need
- Section 108 Loan Guarantee Program requirements
- Eligible activities
- Loan amount determination
- Loan implementation
- Financial requirements
- Program benefits

Ms. Lash also reviewed the process for determining loan eligibility and funding amounts and outlined the anticipated project timeline, including:

- Eligibility prior to August 31, 2026
- Eligibility after August 31, 2026
- Allocation process
- Financial requirements
- Projected benefits
- Required action items

Projected benefits of the proposed project include:

- Supporting the City's Five-Year Consolidated Plan
- Improving public facilities and infrastructure

- Increasing services within underserved neighborhoods
- Improving response times and public safety

Ms. Lash reviewed the following action items necessary to proceed with the application process:

- Publish project information
- Conduct a 30-day public comment period
- Host two public hearings
- Consider a City Commission Resolution at the July 13, 2026, Regular Meeting
- Submit the application

Members of the City Commission discussed the proposal and asked questions regarding eligibility requirements, funding mechanisms, repayment obligations, project timelines, and community benefits. Staff responded to all questions and provided the requested clarification.

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

4. PRESENTATION ON PARKING PROGRAM AT MCALLEN INTERNATIONAL AIRPORT.

Jeremy Santoscoy, Aviation Director presented an overview of the McAllen International Airport Parking Program. The presentation included information on current parking operations and future parking management strategies.

Topics discussed included:

- Airport parking overview
- Sample mid-day turn impact
- Current parking areas
- Three-year transaction summary
- Spring Break 2026 parking activity (March 13–26, 2026)
- Three-year revenue and transaction comparisons
- Findings regarding the existing parking program
- Proposed parking strategy
- Proposed parking areas
- Proposed rate infrastructure
- Proposed rate restructuring
- Proposed implementation timeline

Commission members discussed parking capacity, customer demand, operational efficiencies, proposed rate adjustments, and anticipated revenue impacts. Staff responded to all questions and provided the requested information.

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

5. 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 ASPECT OF CONTRACTS. TEX. GOV'T. CODE 551.071.

PUBLIC COMMENT: None.

ADJOURN

Without objection, the meeting adjourned at 4:55 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, **July 13, 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, 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, Assistant City Manager Michelle Rivera, Assistant City Manager Jeff Johnston, Assistant City Manager Juan Olaguibel, 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 FILM FRIENDLY CERTIFICATION

A presentation for Texas Film Friendly Certification was made by the McAllen Chamber of Commerce.

PROCLAMATION

PARKS AND RECREATION MONTH

Commissioner Rolando "Rolly" Rios presented a proclamation for National Parks and Recreation Month.

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

Mayor Javier Villalobos called the Public Hearing to order.

- A) ROUTINE ITEMS: (ALL REZONINGS AND CONDITIONAL USE PERMITS LISTED UNDER THIS SECTION COME WITH A FAVORABLE RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION AND WILL BE ENACTED BY ONE MOTION. HOWEVER, IF THERE IS OPPOSITION AT THE MEETING OR A DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE REMOVED FROM THE ROUTINE ITEMS SECTION OF THE AGENDA AND WILL BE CONSIDERED SEPARATELY.)**

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

Commissioner Michael Fallek announced that he had a conflict with Items 1A2 and 1A8 and would abstain from discussion and voting on said matter. Subsequently, he filed a conflict with the City Secretary.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the items listed on the Routine Items section of the agenda except for item 1A5 to be addressed separately. The motion was seconded by Commissioner Joaquin Zamora and carried unanimously.

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

Approved the C-2 Zoning at 6100 North 10th Street, in accordance with the Planning and Zoning Commission.

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

Approved the C-1 Zoning at 4117 North Ware Road, in accordance with the Planning and Zoning Commission.

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

Approved the R-3 Zoning at 617 Dallas Avenue, in accordance with the Planning and Zoning Commission.

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

Approved a Conditional Use Permit and adopted an ordinance, for one year, for a smoke/vape shop at 2200 Trenton Road, Suite 2A, in accordance with the Planning and Zoning Commission.

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 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 people within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having considered the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

**5. 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**

Item was removed from consent agenda and addressed separately.

Staff recommended approval of a Conditional Use Permit and adopted an ordinance, for six (6) months, for a nightclub at 211 South 17th Street, in accordance with the Planning and Zoning Commission.

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:

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

Staff noted that there were challenges with the application. A discussion ensued. Staff answered questions posed by city commission.

After due consideration, Mayor Pro Tem Jose. R. "Pepe" Cabeza de Vaca moved to approve for six months and seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried unanimously.

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

Approved a Conditional Use Permit and adopted an ordinance, one year, for a Vape Shop at 7913 North 10th Street, Suite 170, in accordance with the Planning and Zoning Commission.

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 above-mentioned businesses must be as close as possible to a major arterial, and should 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 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 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 considered the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances.

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

Approved a Conditional Use Permit and adopted an ordinance, for one year, for a nightclub at 1704 Dallas Avenue, in accordance with the Planning and Zoning Commission.

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:

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

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

Approved the I-1 (Light Industrial-UDC) Zoning 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, in accordance with the Planning and Zoning Commission.

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

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

Tex-Mart #38 Subdivision, Lot 1, Hidalgo County, Texas 5700 South 10th Street REZ2026-0075 in accordance with the Planning and Zoning Commission.

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

Approved the A-O (Agricultural & Open Space-UDC) Zoning 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

Approved the C-2 (Regional Commercial-UDC) Zoning 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, in accordance with the Planning and Zoning Commission.

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**

Approved the R-1 (Low-Density Residential-UDC) Zoning 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, in accordance with the Planning and Zoning Commission.

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**

Approved the R-3 (High-Density Residential-UDC) Zoning 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, in accordance with the Planning and Zoning Commission.

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

Comments and concerns were expressed if this was after being reviewed by Planning and Zoning. It was recommended that item be reviewed by Planning and Zoning.

No action.

C) AMENDING THE ORDINANCE OF THE CITY OF MCALLEN.

Staff recommended amending the ordinance of the city of McAllen.

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

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

Mayor Javier Villalobos called the Public Hearing to order.

Staff recommended approval of the variance from Section 6-2 of the City of McAllen Code of Ordinances of the Alcoholic Beverage Code at 1400 Savannah Avenue.

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the variance as recommended and seconded by Commissioner Michael Fallek. The motion passed with 5 votes in the affirmative with Commissioner Joaquin Zamora voting against.

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.)**

Commissioner Michael Fallek moved to approve the items listed on the Consent Agenda except for Item 2F to be addressed separately. The motion was seconded by Commissioner Antonio “Tony” Aguirre, Jr and carried unanimously.

- A) APPROVAL OF MINUTES FOR WORKSHOP AND REGULAR MEETING HELD JUNE 22, 2026.**

Approved the minutes of Workshop and Regular Meeting held June 22, 2026, as submitted.

- B) CONSIDERATION AND AUTHORIZATION TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THE DONATION OF A SURPLUS VEHICLES TO THE CITY OF VICTORIA, TAMAULIPAS, MEXICO.**

Approved 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).**

Approved an Interlocal Agreement with Caldwell County for the purchase of a High-Water Rescue Truck.

- 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).**

Approved an Interlocal Cooperation Agreement between the City of McAllen and VIA Metropolitan Transit for the transfer and conveyance of surplus property.

- 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.**

Adopted an ordinance providing for a budget amendment in the amount of \$10,000.00 for the balance transfer 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.**

Staff recommended adoption of an ordinance providing for a budget amendment in the amount of \$2,350,000 for the FM 2220 Ware Road Pedestrian Crossing. Comments and concerns expressed with item 2F. Staff answered questions posed by city commission.

After due consideration, Commissioner Joaquin Zamora moved to adopt the ordinance as recommended and seconded by Commissioner Antonio "Tony" Aguirre, Jr. The motion carried unanimously.

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.

Approved a 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.

Approved a resolution amending 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.

Approved 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

Approved tax refunds of over \$500.

1. GASPAR ALDRETE

Approved tax refunds in the amounts of \$1,152.10 and \$1,160.80.

2. BELTERRA AT TRES LAGOS LLC

Approved a tax refund in the amount of \$5,860.05.

3. BLAN CO

Approved a tax refund in the amount of \$940.69.

4. CNMK TEXAS PROPERTIES LTD

Approved a tax refund in the amount of \$4,431.56.

5. ESSEX BROWNELL

Approved a tax refund in the amount of \$2,479.84.

6. HYDROVIV WATER FILTERS

Approved a tax refund in the amount of \$10,711.64.

7. INTER NATIONAL BANK

Approved a tax refund in the amount of \$7,385.87.

8. JOSE E MOLINA-RUIZ & NEREA E MAR

Approved tax refunds in the amounts of \$403.89 and \$167.21.

9. ROBERT & PATRICIA RICHARDSON

Approved tax refunds in the amounts of \$243.01, \$155.00, \$86.29 and \$47.99.

10. WEINGARTEN LAS TIENDAS

Approved a tax refund in the amount of \$1,310.97.

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.

Staff recommended approval of the lease agreement with El Muchachito Alegre Mariscos Express LLC, for premises at the Downtown Parking Garage Food Court.

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

B) AWARD OF CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NEW GOLF COURSE IMPROVEMENTS (PROJECT NO. 07-26-S95-01).

Staff recommended award of contract to Cruz-Hogan Consultants, Inc. in the amount of \$316,257.00 for Professional Engineering Services for the New Golf Course Improvements.

Comments were shared by council as it related to signage. Staff answered questions posed by city commission.

After due consideration, Commissioner Joaquin Zamora moved to award the contract as recommended. The motion was seconded by Commissioner Rodolfo “Rudy” Castillo and carried unanimously.

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).

Staff recommended award of contract to B2Z Engineering LLC in the amount of \$624,915.44 for the construction of the FM2220 (Ware Road) Underpass Trail Passing.

Commissioner Rolando “Rolly” Rios moved to award the contract as recommended. The motion was seconded by Commissioner Michael Fallek and carried unanimously.

D) AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE FM2220 (WARE ROAD) UNDERPASS TRAIL PASSING (PROJECT NO. 05-26-C19-1328).

Staff recommended award of contract to GO Underground LLC in the amount of \$4,975,121.73 with a contract time of 313 working days for the construction of the FM2220 (Ware Road) Underpass Trail Passing.

Commissioner Rolando “Rolly” Rios moved to award the contract as recommended. The motion was seconded by Commissioner Michael Fallek and carried unanimously.

E) AWARD OF CONTRACT FOR THE 1ST STREET AT BEAUMONT AVENUE DRAINAGE IMPROVEMENTS (PROJECT NO. 06-26-C33-651).

Staff recommended award of contract to 2GS LLC dba Earthworks Enterprise in the amount of \$177,203.50 for the 1st Street at Beaumont Avenue Drainage Improvements.

Mayor Pro Tem Jose R. “Pepe” Cabeza de Vaca moved to award the contract as recommended. The motion was seconded by Commissioner Joaquin Zamora and carried unanimously.

4. ORDINANCES

A) PROVIDING FOR A BUDGET AMENDMENT FOR FM2220 LANDSCAPE MEDIANS.

Staff recommended adoption of an ordinance providing for a budget amendment in the amount of \$1,860,400 for FM2220 Landscape Medians.

Commissioner Antonio “Tony” Aguirre, Jr moved to adopt the ordinance as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

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).

Staff recommended adoption 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).

A brief overview of the annual action plan was presented. Each member was thanked for their time, commitment, and dedication throughout the process.

Commissioner Rolando “Rolly” Rios moved to adopt the ordinance as recommended. The motion was seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

5. RESOLUTIONS

A) AUTHORIZING THE RESOLUTION OF AN APPLICATION TO THE HUD SECTION 108 LOAN GUARANTEE PROGRAM.

Staff recommends approval of the submission of the application to the HUD Section 108 Loan Guarantee Program.

Mayor Pro Tem Jose R. “Pepe” Cabeza de Vaca moved to approve the resolution as recommended. The motion was seconded by Commissioner Michael Fallek and carried unanimously.

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.

Staff recommended approval of a resolution in support of the Texas Department of Transportation's removal of the pedestrian overpass at 23rd Street between Fresno Avenue and Erie Avenue.

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

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

Staff recommended disapproval of the variance request at 201 Dallas Avenue.

Commissioner Joaquin Zamora moved to approve the variance as recommended and seconded by Mayor Pro Tem Jose R. “Pepe” Cabeza de Vaca.

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

Staff recommended request No. 2 (not providing sidewalks on the east side of North 2nd Lane) at 8601 N. 2nd Street and noted that request No. 1 (providing an alley on the north side instead of the required street right-of-way width) was withdrawn.

It was noted that item No. 1 was withdrawn.

Commissioner Michael Fallek moved to disapprove the variance as recommended and seconded by Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca.

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

Staff recommended approval of request No. 2 (not providing sidewalks on the east side of North 2nd Lane) at 8601 N. 2nd Street and noted that request No. 1 (provide an alley on the north side instead of the required street right-of-way width) was withdrawn.

Commissioner Michael Fallek moved to disapprove the variance as recommended and seconded by Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca.

7. MANAGER'S REPORT

A) ADVISORY BOARD APPOINTMENTS.

City Secretary addressed board and reviewed nominations to various advisory boards as follows:

Convention Center Advisory Board:

Commissioner Michael Fallek nominated Gina Karam Millin to the Convention Center Advisory Board.

Friends of Quinta Mazatlan:

Mayor Javier Villalobos nominated Laura McCreery Pullido to the Friends of Quinta Mazatlan Board.

Planning and Zoning Board:

Commissioner Michael Fallek nominated Amanda Gomez to the Planning and Zoning Board.

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

B) BOARDS AND COMMITTEES SERVED BY ELECTED OFFICIALS.

Commissioner Rolando "Rolly" Rios was nominated to the Insurance Committee and IMAS. Commissioner Jose R. "Pepe" Cabeza de Vaca was nominated to TML Region 12.

Commissioner Antonio "Tony" Aguirre, Jr move to accept the nominations as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

C) FUTURE AGENDA ITEMS.

Items of upcoming workshops were reviewed as follows: 380 Agreement Summary; AEP Report

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).

On behalf of the Presiding Officer, City Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 Consultation with Attorney on Item 8B and Section 551.087 Economic Development on Item 8A.

Mayor Javier Villalobos recessed the meeting at 6:00 pm to go into Executive Session. Mayor Javier Villalobos reconvened the meeting at 6:24 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, 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.

Commissioner Antonio "Tony" Aguirre, Jr moved to entertain a motion authorizing the City Manager and City Attorney to proceed as described in Executive Session and seconded by Commissioner Joaquin Zamora.

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

Commissioner Antonio "Tony" Aguirre, Jr moved to entertain a motion authorizing the City Manager and City Attorney to proceed as described in Executive Session and seconded by Commissioner Joaquin Zamora.

ADJOURNMENT

Without objection the meeting was adjourned at 6:25 p.m.

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2.B.
07/14/2026
7/27/2026

1. Agenda Item: Subdivision Monthly Report.

2. Party Making Request: Omar Sotelo

3. Applicant:

4. Nature of Request: Subdivision Monthly Report

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:

Jessica Cavazos
Omar Sotelo
Martin Canales
Michelle Rivera

Created/Initiated - 07/14/2026
Approved - 07/21/2026
Approved - 07/21/2026
Final Approval - 07/21/2026

8. Staff Recommendation: Staff Recommends Approval

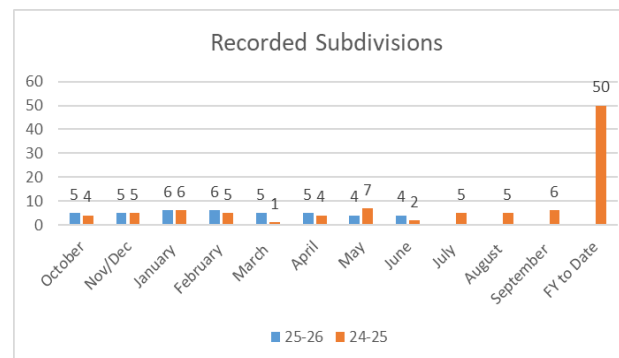
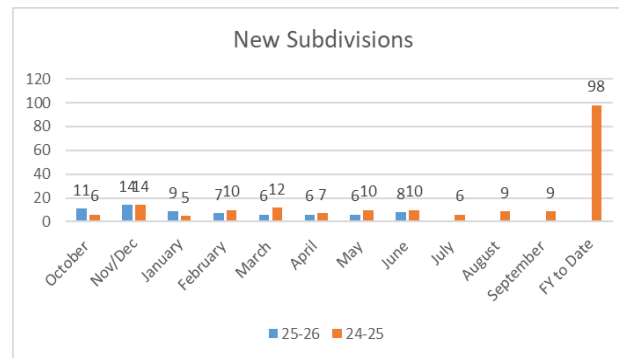
9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT



	Zoning	Type of Development	Number of Lot:	Acres
New Subdivisions				
1. 107 Walls Subdivision	C-4	Commercial	1	4.81
2. Enclave on Jackson Phase II Subdivision	R-3A & C-3	Apartments	99	11.18
3. Mcallen Temple	R-1	Commercial	2	10.36
4. Re-plat Central Market Lot 2 & 3 Subdivision	I-1	Light Industrial	2	6.00
5. Replat of First United Methodist Church Lot 1A Subdivision	R-3	Townhomes	31	4.72
6. Park West Plaza Subdivision	C-3	Commercial	3	6.99
7. Pecan Plaza Subdivision	C-3	Commercial	2	1.53
8. Pecina Estates Subdivision	R-1	Single Family Residential	10	2.66
Recorded Subdivisions				
1. De Rios Subdivision	R-1	Single Family Residential	1	0.19
2. RMZ Subdivision	C-4	Commercial	2	2.73
3. Vargas Patrimony Subdivision	R-2	Multi-family	2	0.50
4. Villas at Primrose Subdivision	R-3A	Multi-family	1	4.37



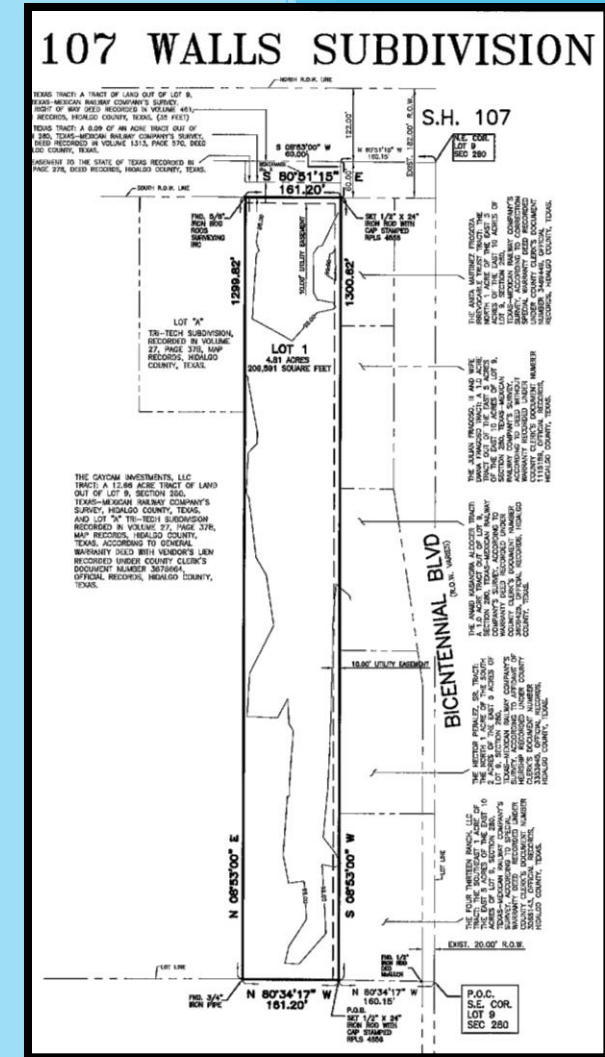
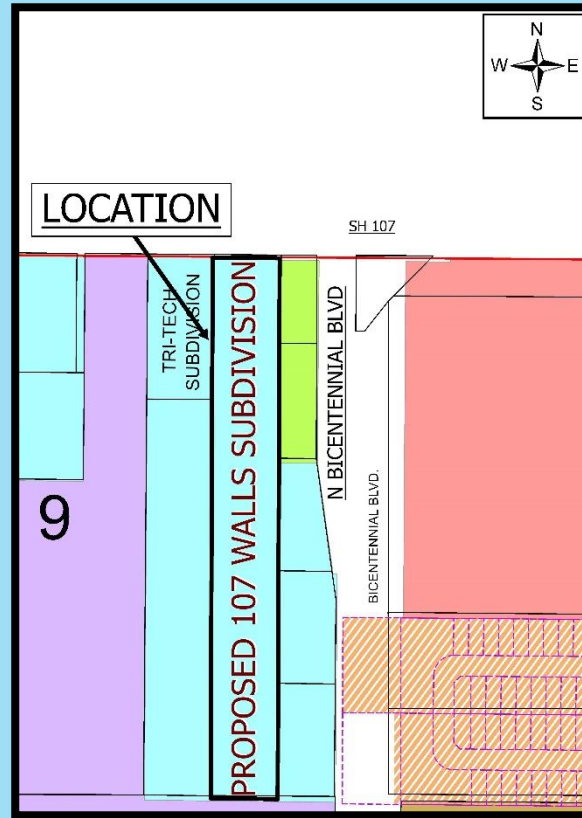
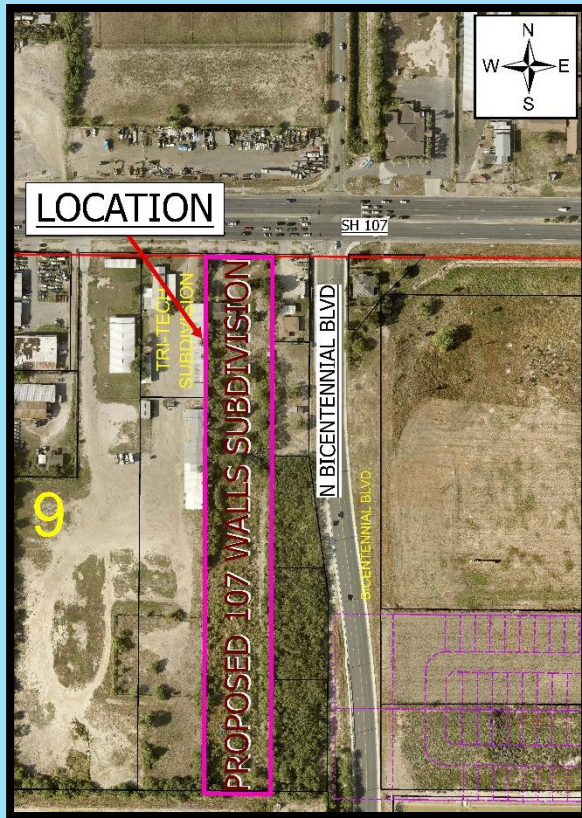
107 Walls Subdivision

Zoning: C-4

Type of Development: Commercial

Lots: 1

Acres: 4.81



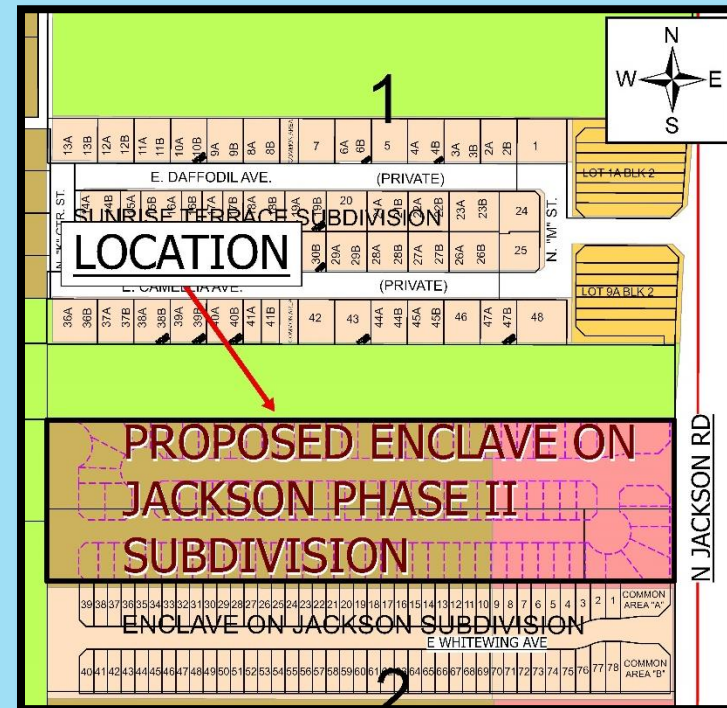
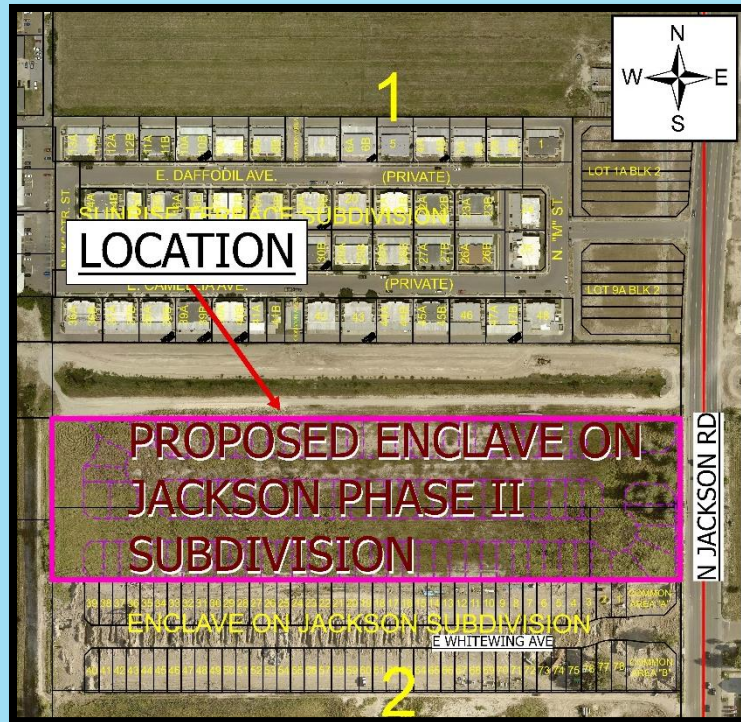
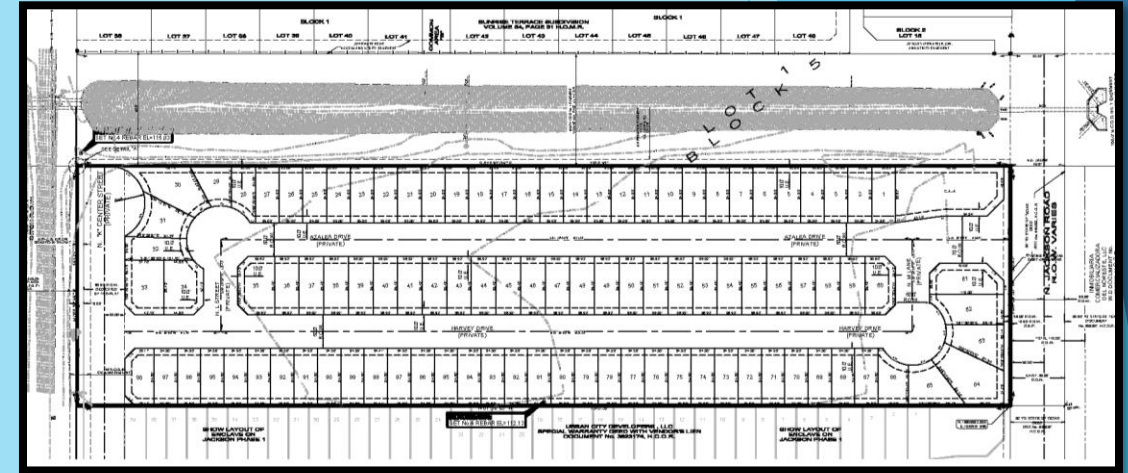
Enclave on Jackson Phase II Subdivision

Zoning: R-3A & C-3

Type of Development: Apartments

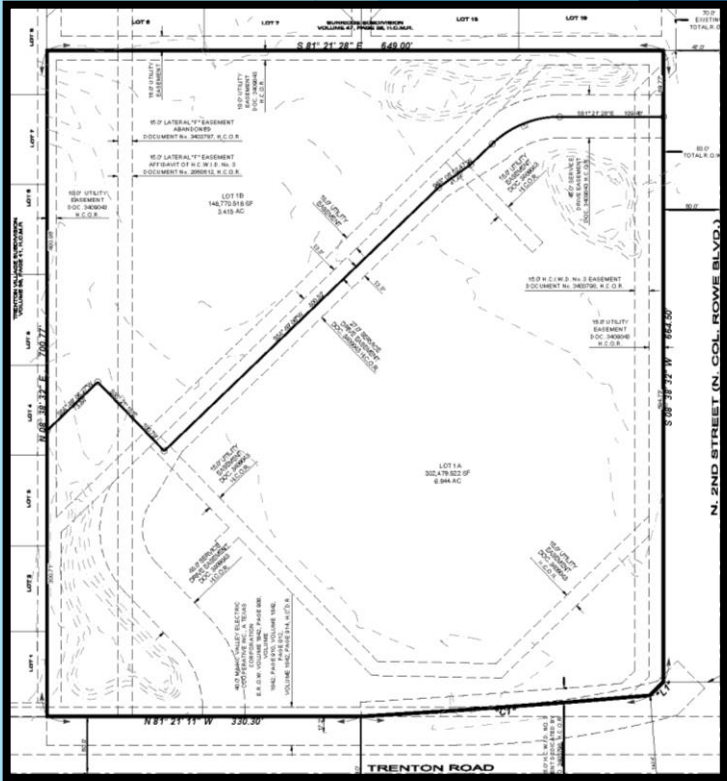
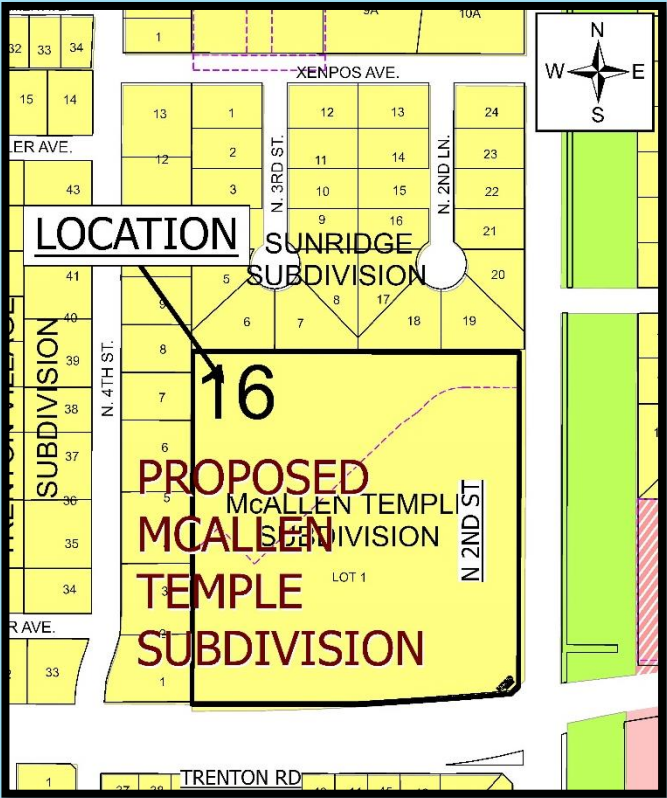
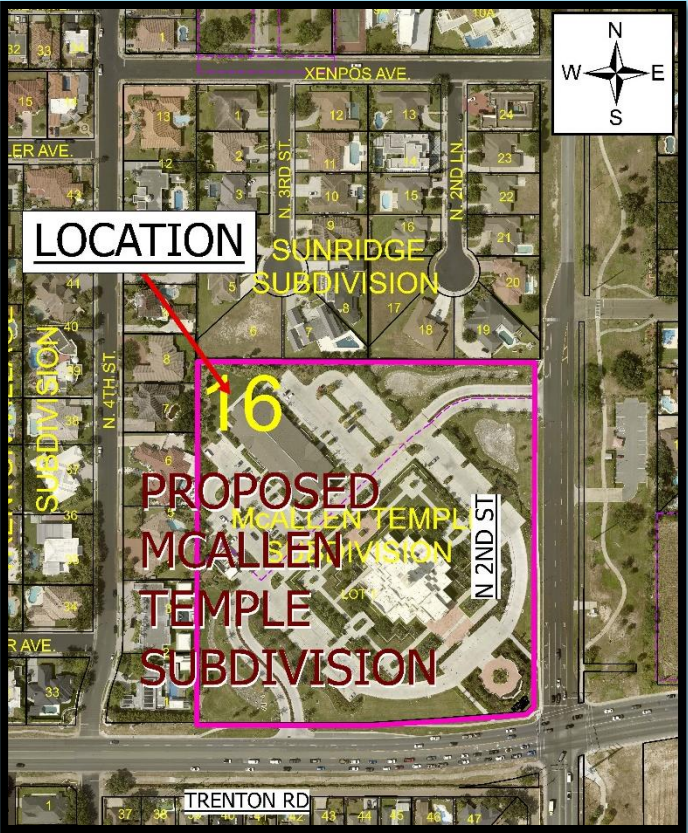
Lots: 99

Acres: 11.18



Mcallen Temple Subdivision

Zoning: R-1
Type of Development: Commercial
Lots: 2
Acres: 10.36



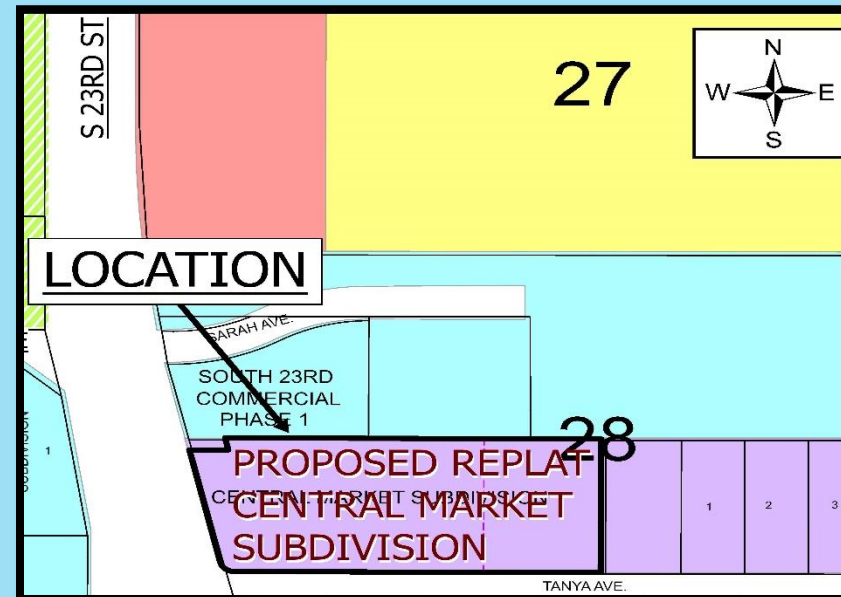
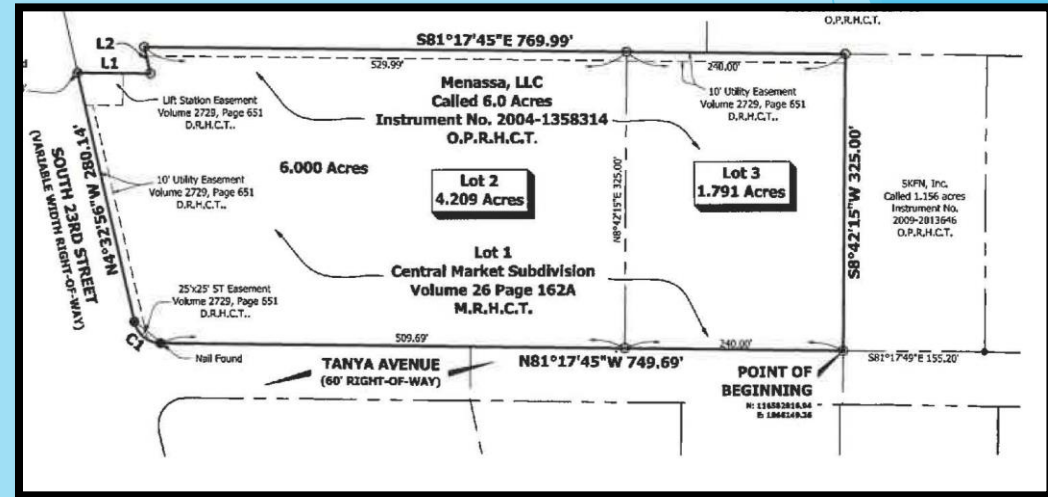
Re-plat Central Market Lot 2 & 3 Subdivision

Zoning: I-1

Type of Development: Light Industrial

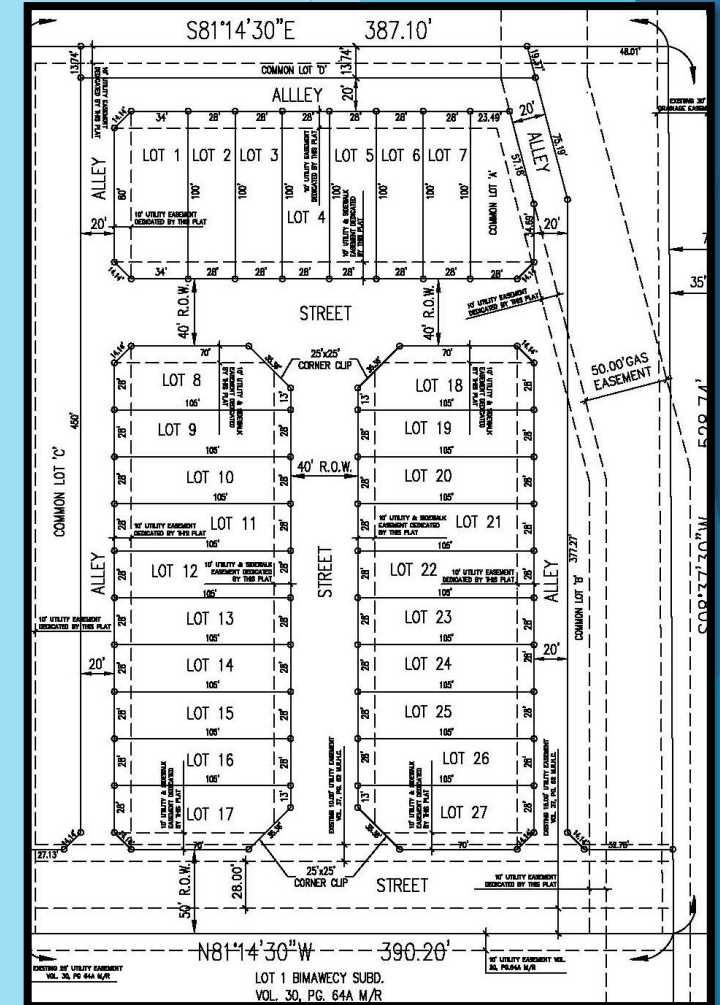
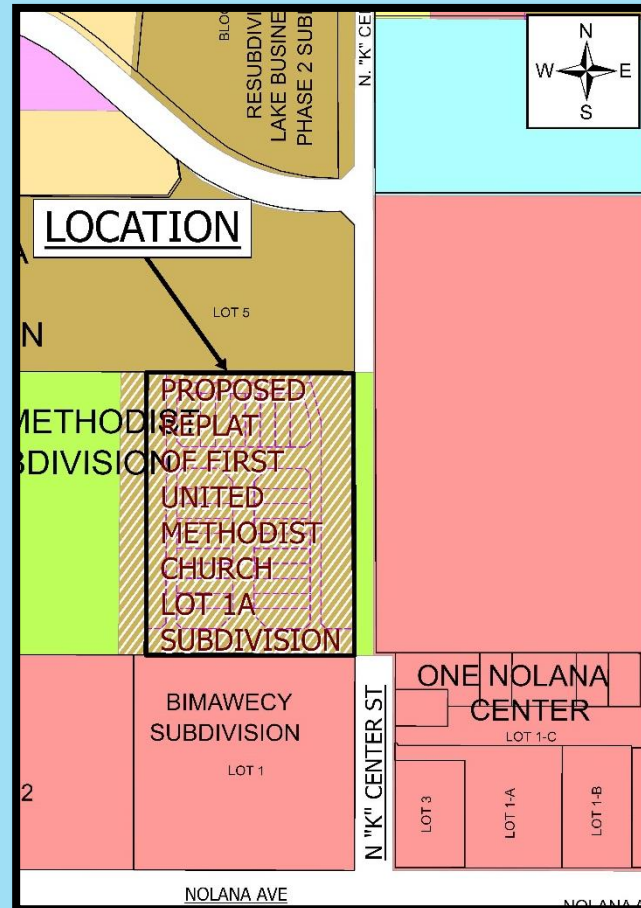
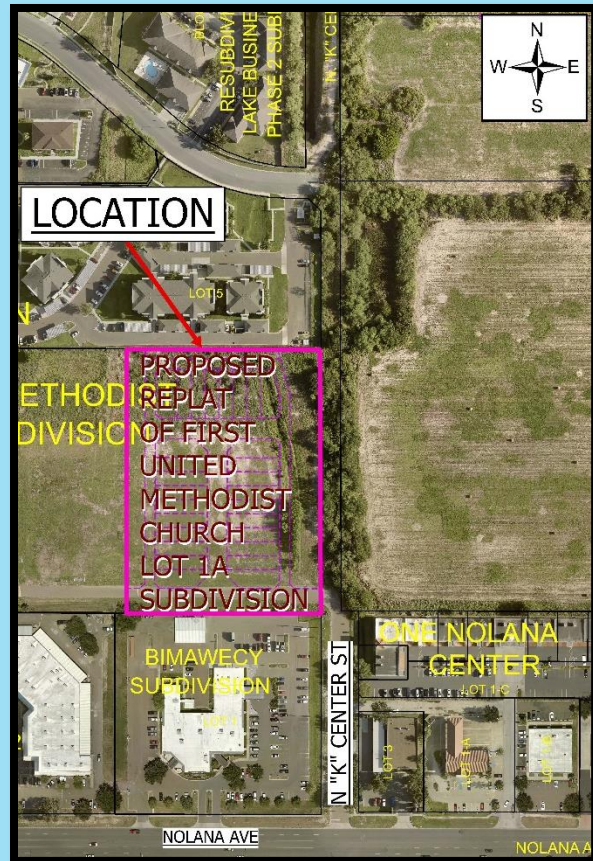
Lots: 2

Acres: 6.00



Zoning: R-3
Type of Development: Townhouses
Lots: 31
Acres: 4.72

Acres:4.72



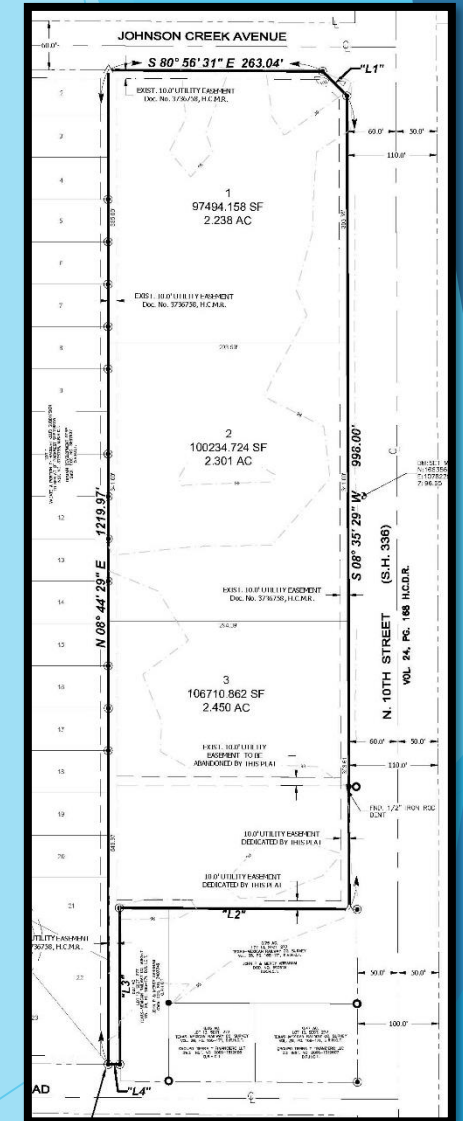
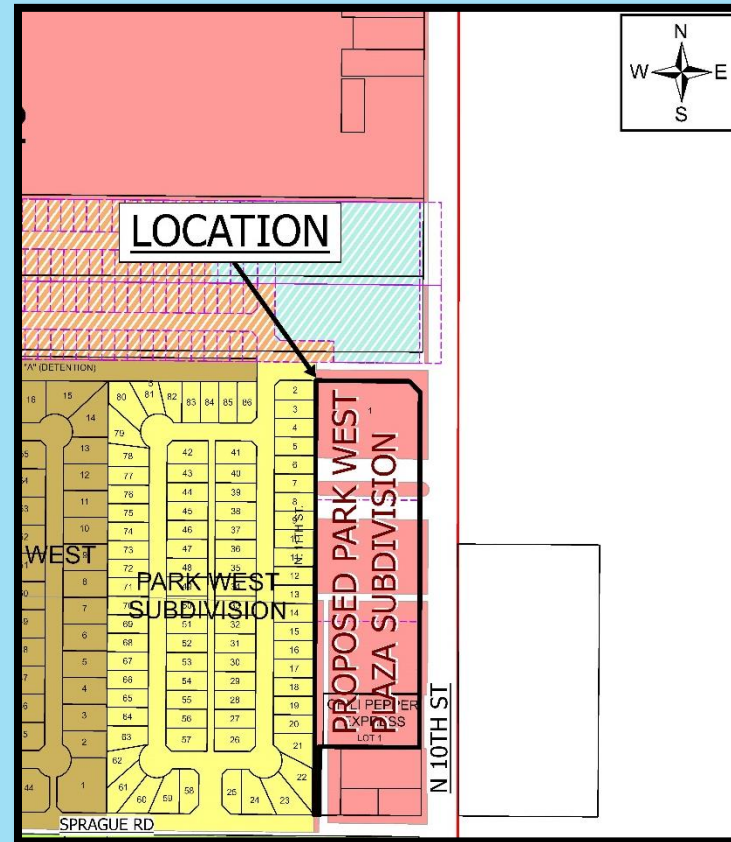
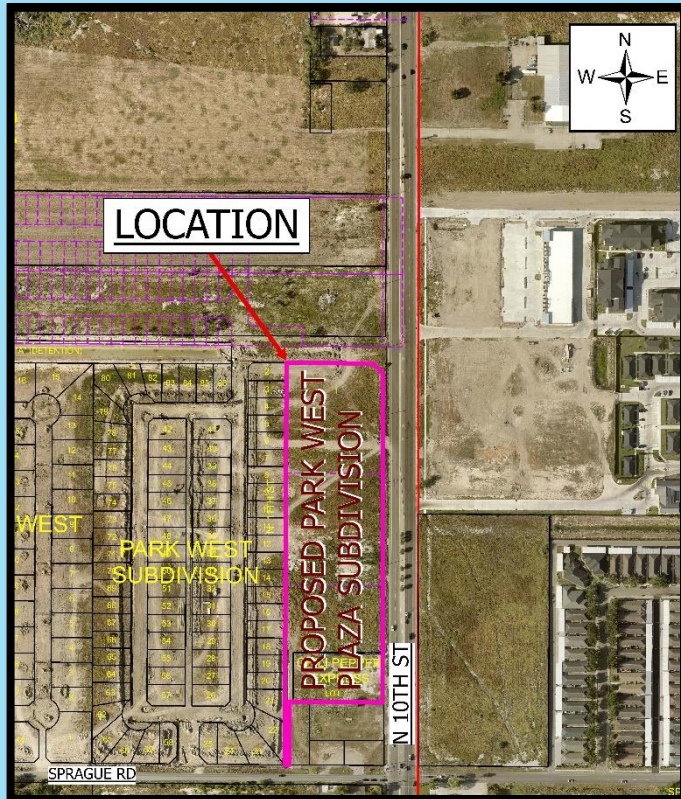
Park West Plaza Subdivision

Zoning: C-3

Type of Development: Commercial

Lots: 3

Acres: 6.99



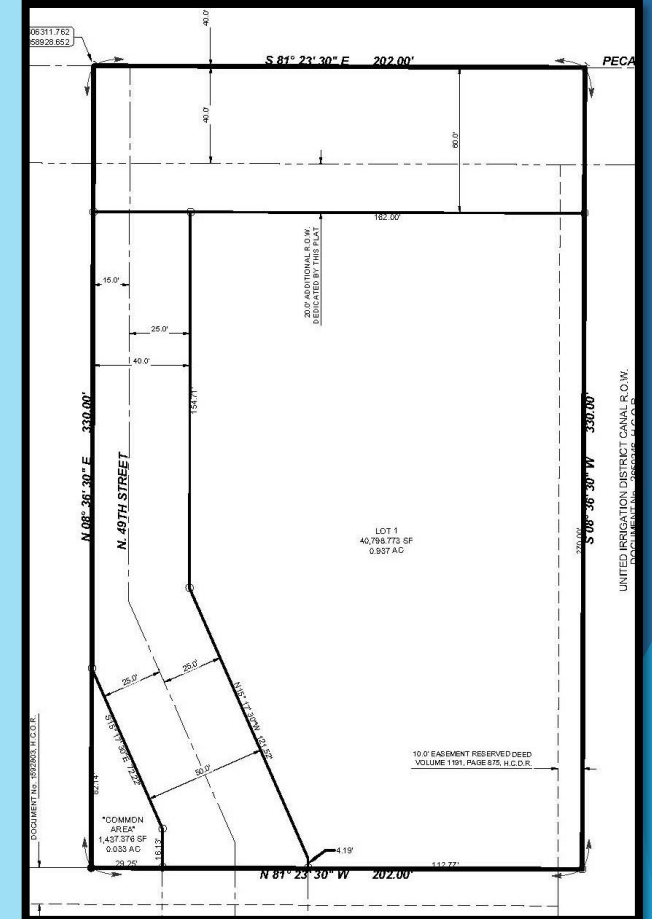
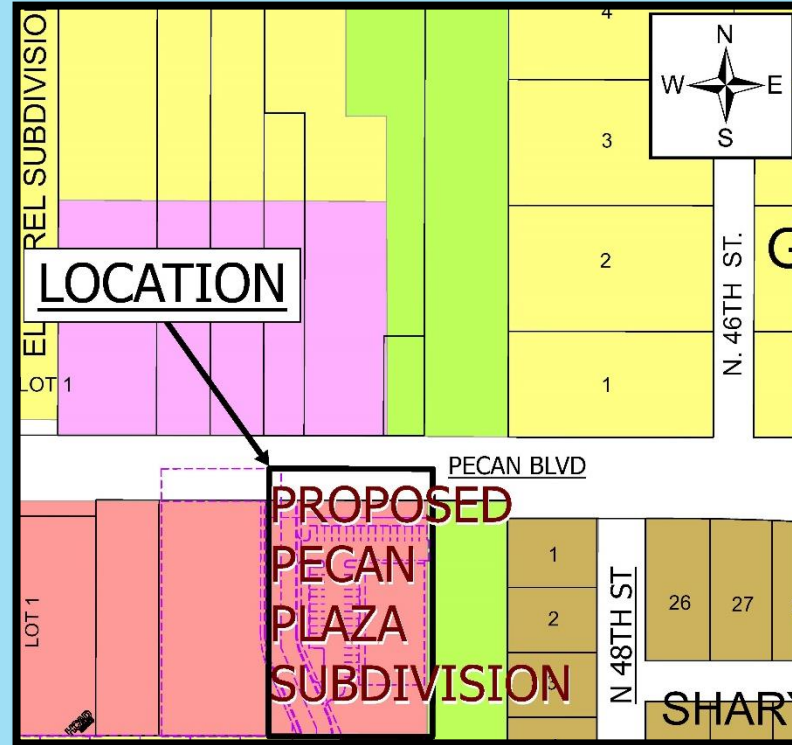
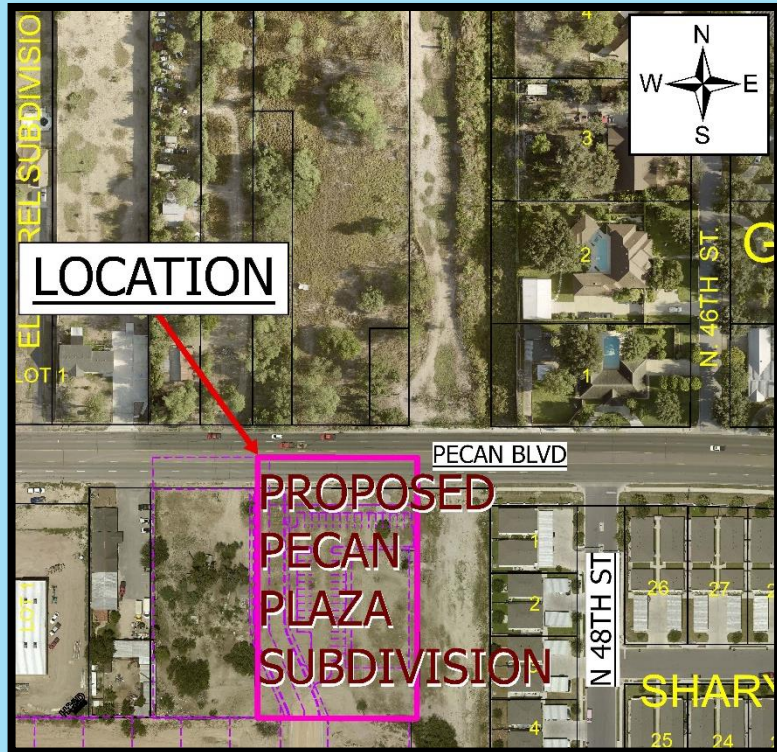
Pecan Plaza Subdivision

Zoning: C-3

Type of Development: Commercial

Lots: 2

Acres: 1.53



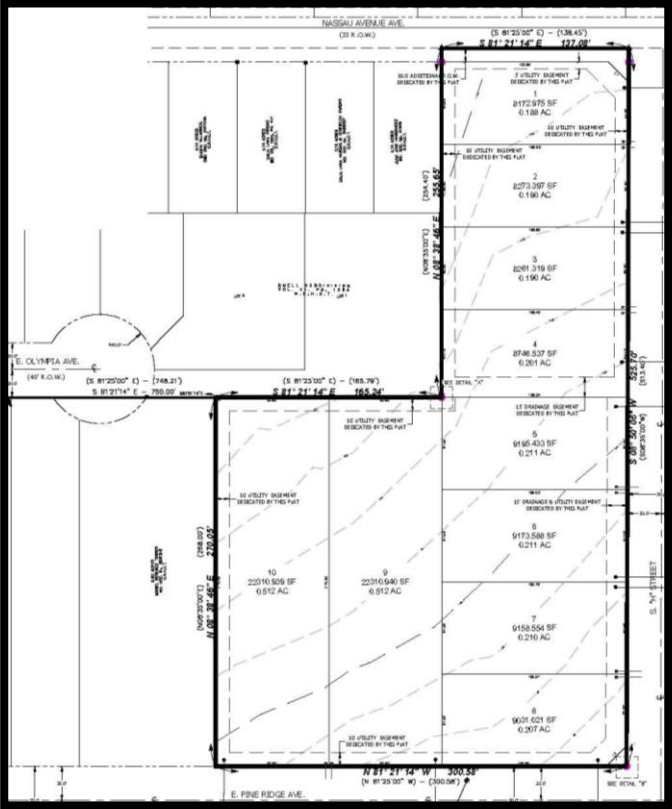
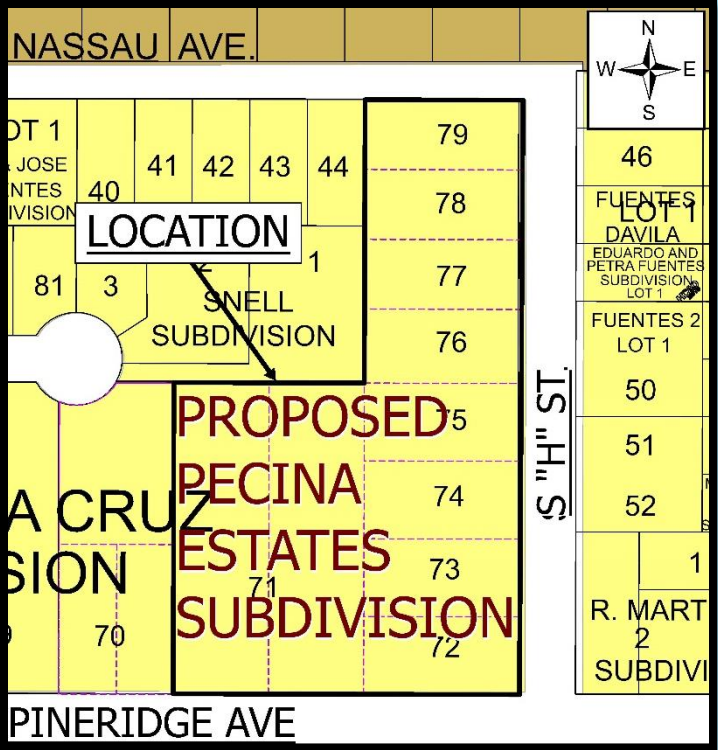
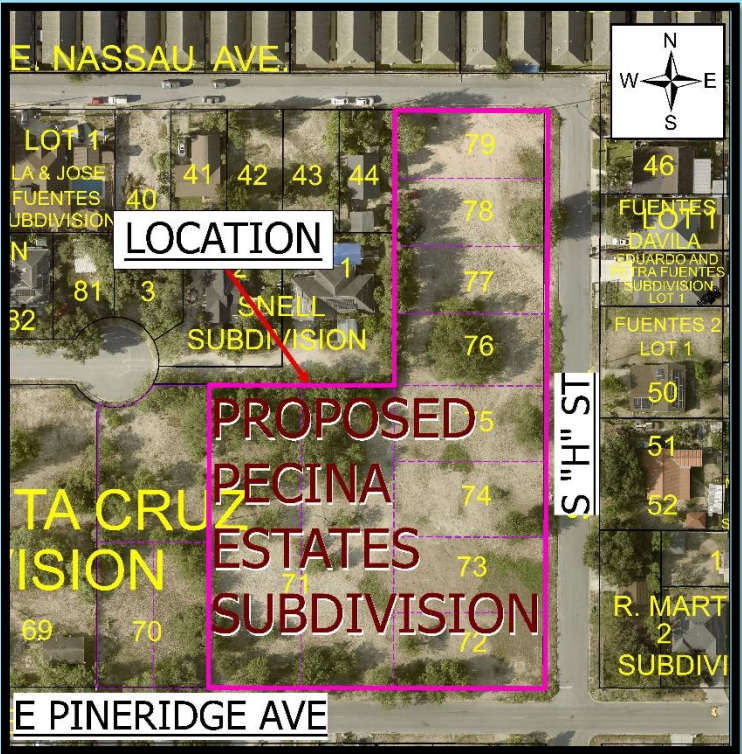
Pecina Estates Subdivision

Zoning: R-1

Type of Development: Single Family Residential

Lots: 10

Acres: 2.66



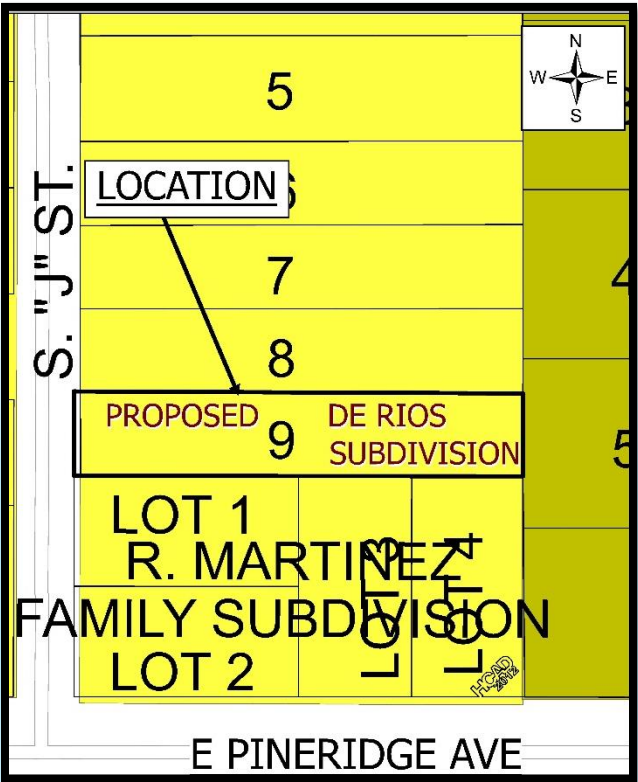
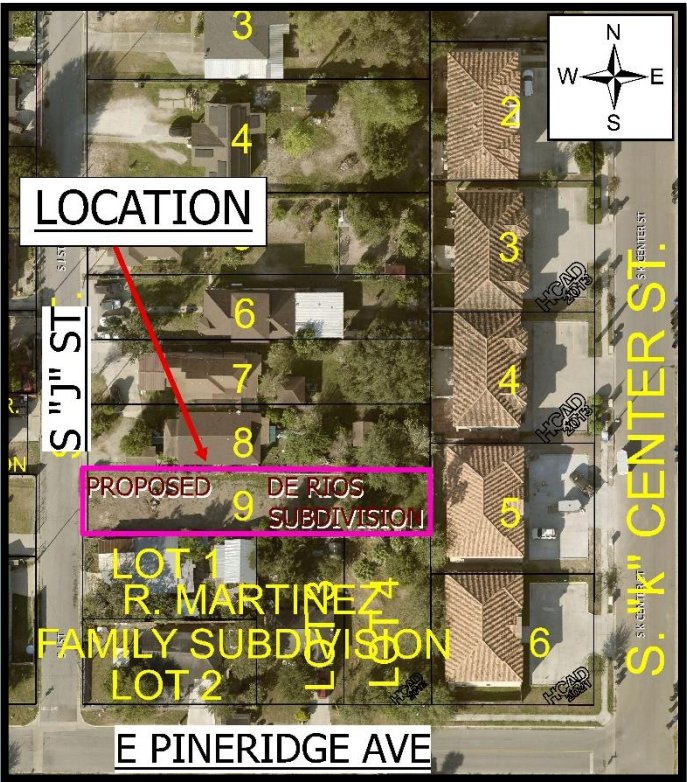
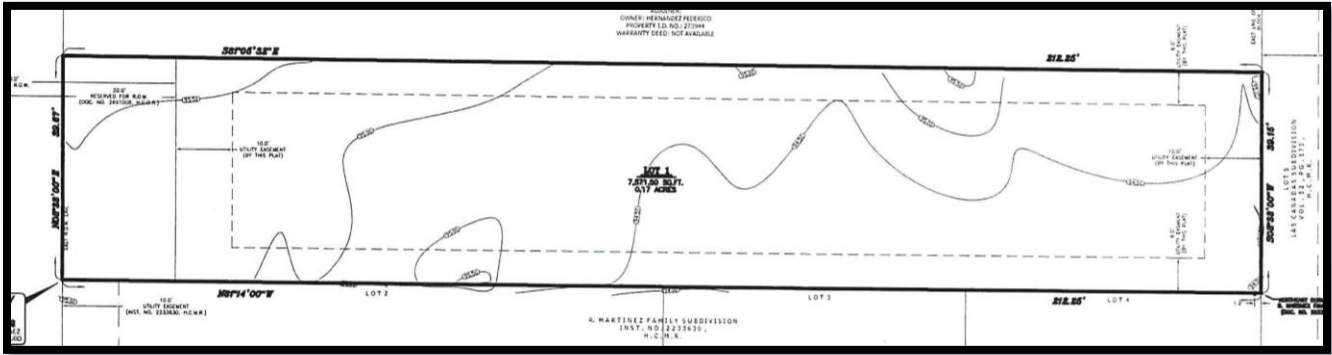
De Rios Subdivision

Zoning: R-1

Type of Development: Single Family Residential

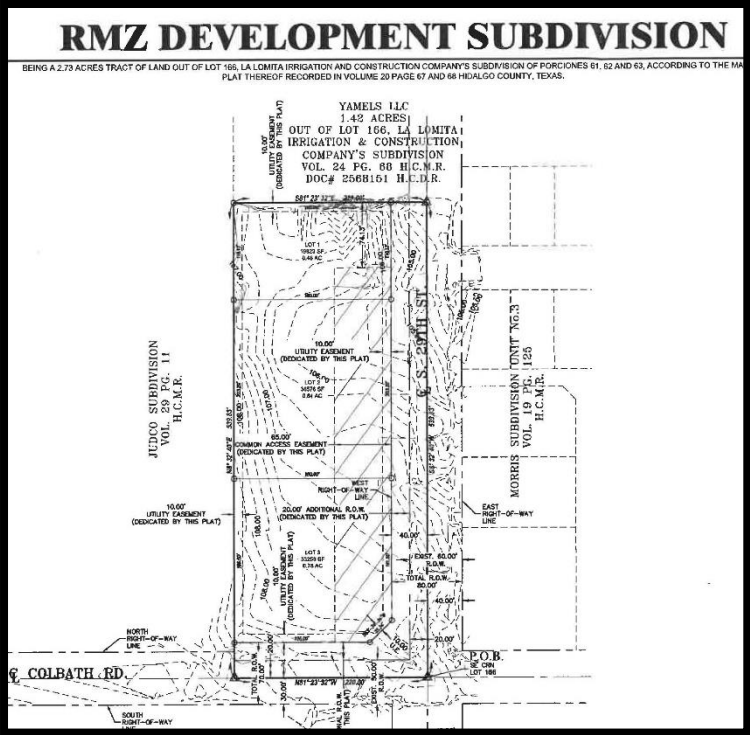
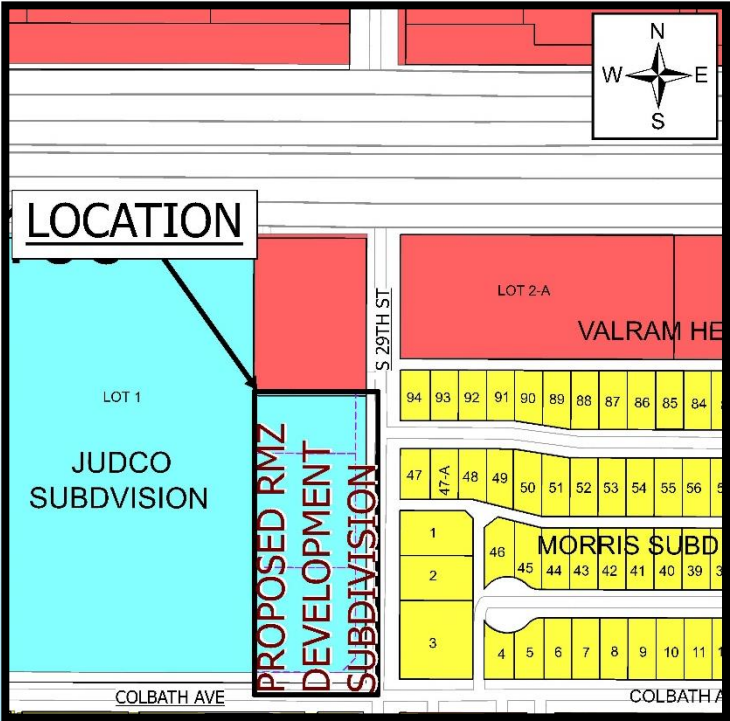
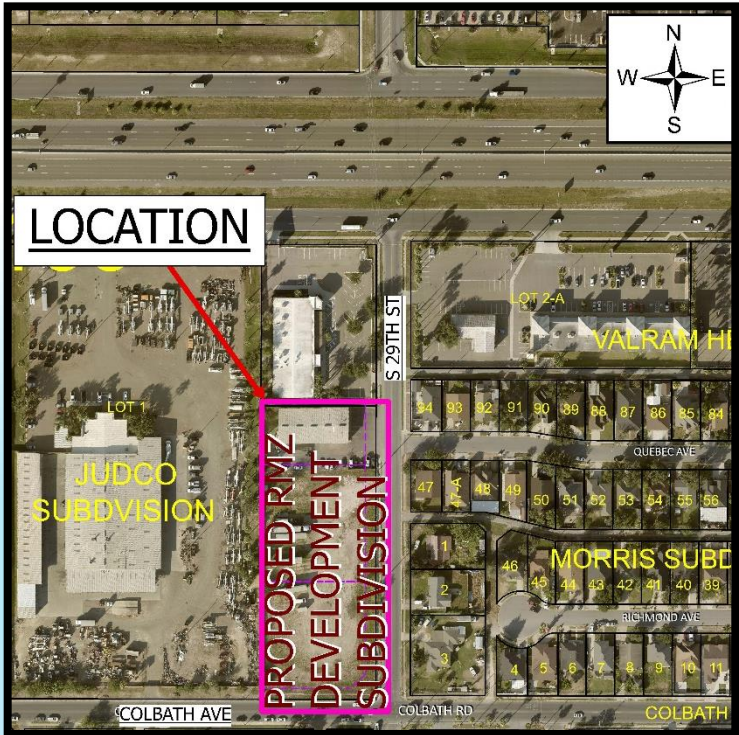
Lots: 1

Acres: 0.19



RMZ Subdivision

Zoning: C-4
Type of Development: Commercial
Lots: 2
Acres: 2.73



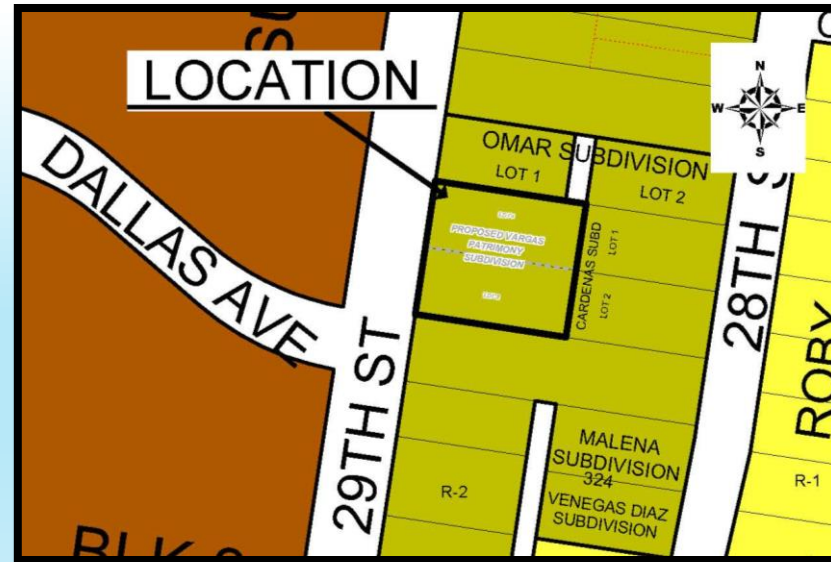
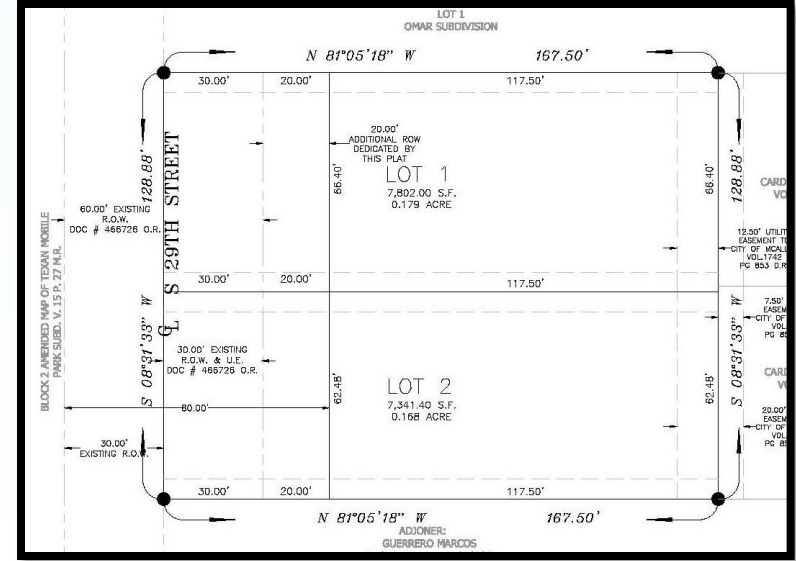
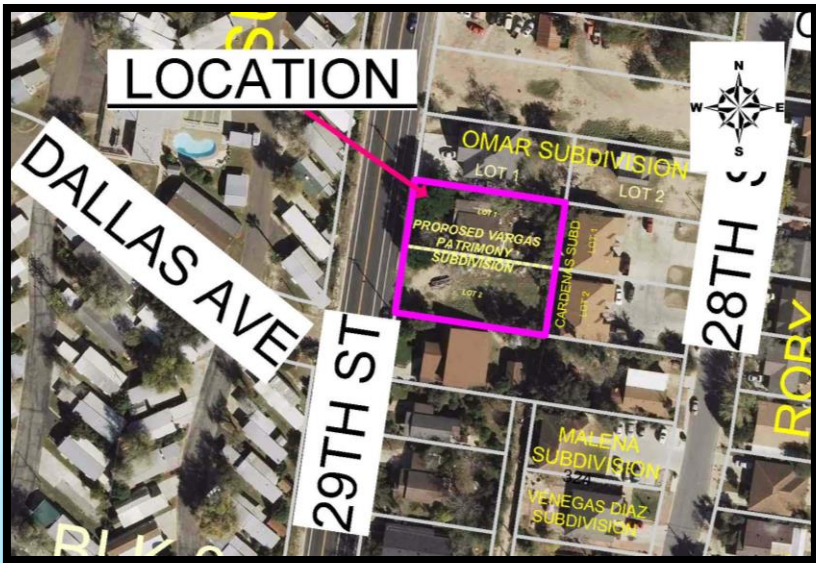
Vargas Patrimony Subdivision

Zoning: R-2

Type of Development: Multi-family

Lots: 2

Acres: 0.50



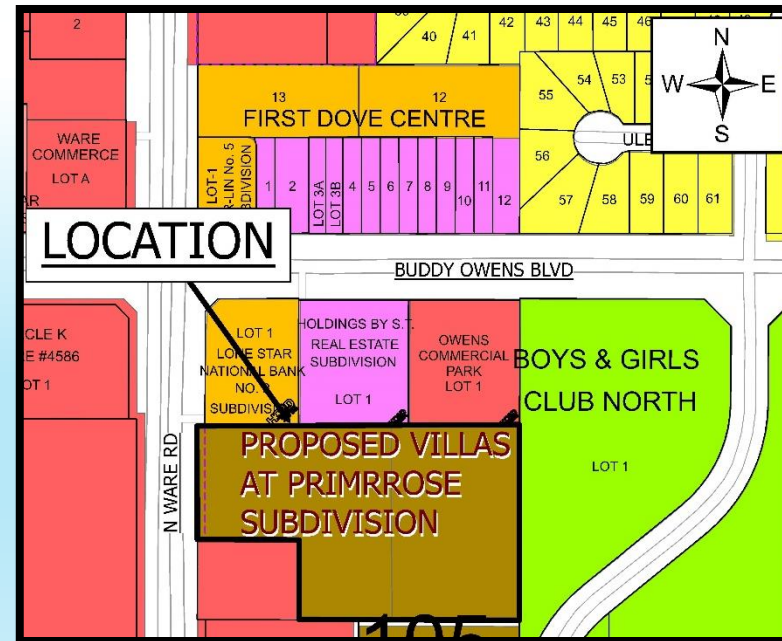
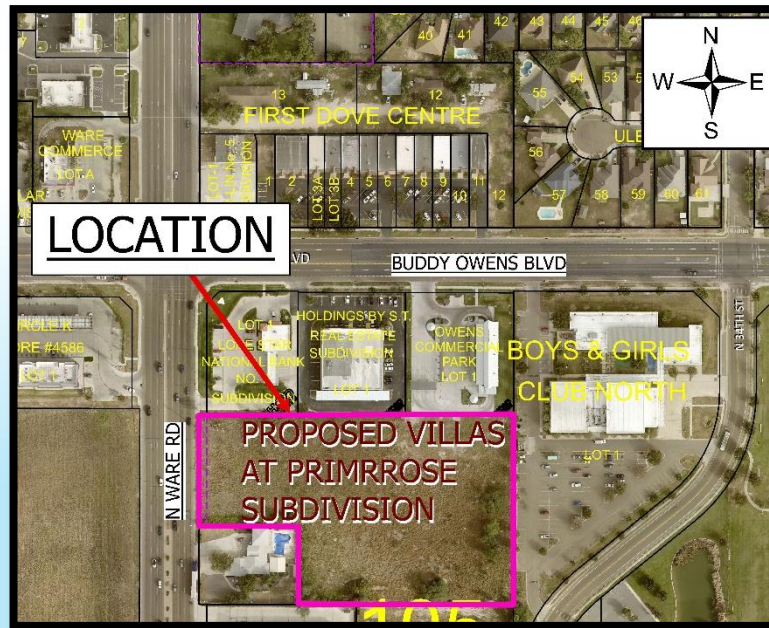
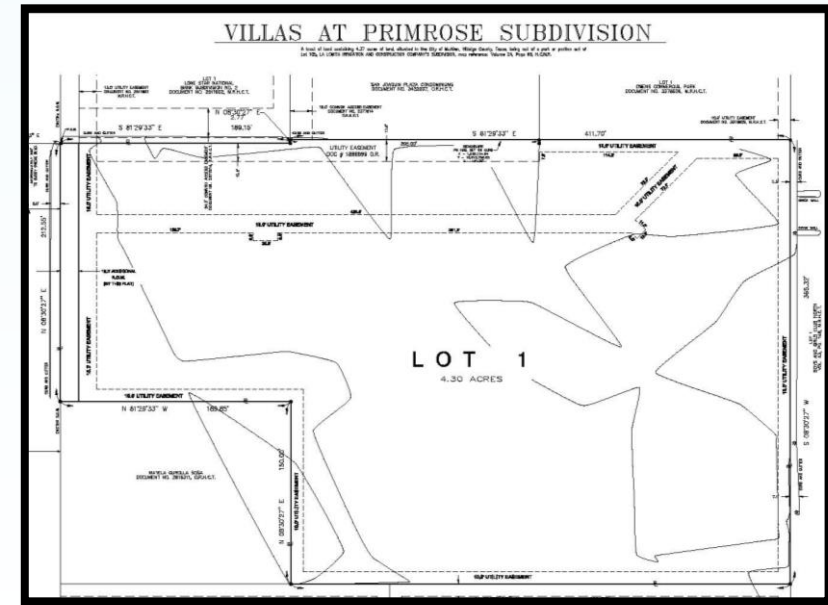
Villas at Primrose Subdivision

Zoning: R-3A

Type of Development: Multi- family

Lots: 1

Acres: 4.37





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2.C.
07/17/2026
7/27/2026

1. Agenda Item: Parks & Recreation Monthly Project Status Report.
2. Party Making Request: Denny Meline
3. Applicant:
4. Nature of Request: To provide a clear picture of all projects' current state, ensuring commissioners are aware of progress to make informed decisions, and address any potential issues proactively.
5. Fiscal Impact Summary:
6. Budgeted:

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

Dulce Landeros	Created/Initiated - 07/17/2026
Denny Meline	Approved - 07/17/2026
Elvira Alonzo	Approved - 07/17/2026
Evaristo Garcia	Final Approval - 07/17/2026
8. Staff Recommendation: N/A
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



City of McAllen

Parks & Recreation

PROJECT STATUS REPORT

By Denny Meline, Parks and Recreation Department Director

July 27, 2026

Camp McAllen - Campground Project

Camp McAllen continues to get upgrades to enhance the overall experience to residents. Future projects consist of adding pergolas, family gathering BBQ space, shade structures, and play elements.

Exercise Equipment Project: The Parks Department in partnership with Hidalgo Co. PCT. 4 will be installing 10 Exercise equipment stations throughout the walking trail. Vendor is Park Place.

Estimated Cost: \$22,640.45 Funded by PCT 4

Estimated Completion: July 21, 2026



Parcourse Project: This game promotes balance, agility, coordination and overall motor skills. It can be used by several users simultaneously, promoting collaborative and social games.

Estimated Cost: \$95,439.50

Estimated Completion: September 2026



Camp McAllen Pergola Project: Camp McAllen is receiving 7 new pergolas that are built in house by the Parks Trades Division. So far team has completed

Project Status: 50% Complete

Estimated Cost: \$6,842.07

Estimated Completion: September 2026



Camp McAllen Shade Structure Project: Camp McAllen received 2 new shade structures. Placement will be at North and South fishing docks.

Project Status: 100% Complete

Estimated Cost: \$38,200.00

Estimated Completion: July 2026



Los Encinos Turf Field

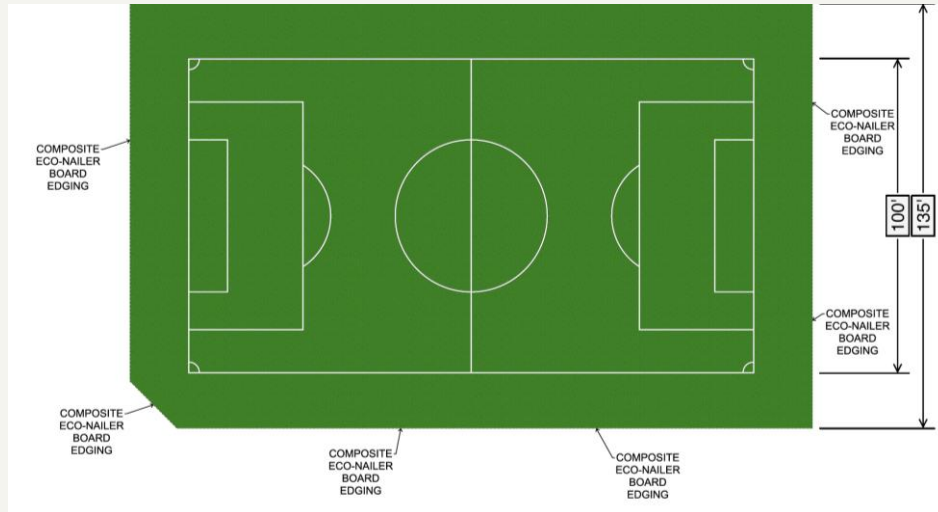
Project: Conversion of one baseball field into a multipurpose artificial turf field.

Project Status: JOC proposal will be presented to City Commission on July 27, 2026

Budgeted: \$395,000.00

Estimated Cost: \$345,026.17

Estimated Completion: September 2026



Hike and Bike Trail Restrooms

Project: Addition of four single user restrooms to HNB trails. Location 2nd street, Main and Auburn, and Garcia Park

Project Status: Received Pre-Manufactured Restrooms

Budgeted: \$400,000.00 - Grant

Expenses to Date: \$345,026.17

Estimated Completion: September 2026



National Fitness Zone at Bill Schupp

Project: Addition of shade structure, benches, trash can, landscaping and lighting.

Project Status: 95% completed

Budgeted: \$200,000.00

Expenses to Date: \$171,210.00

Estimated Completion: September 2026



El Rancho Community Park

Project: The Parks Department in partnership with Hidalgo Co. PCT. 2 installed new inclusive playground.

Project Status: 100% completed

Budgeted: \$769,786.00

Park Construction: \$263,724.00

Playground Cost: \$500,112.25

Estimated Completion: September 2026



Springfest Parking Lot

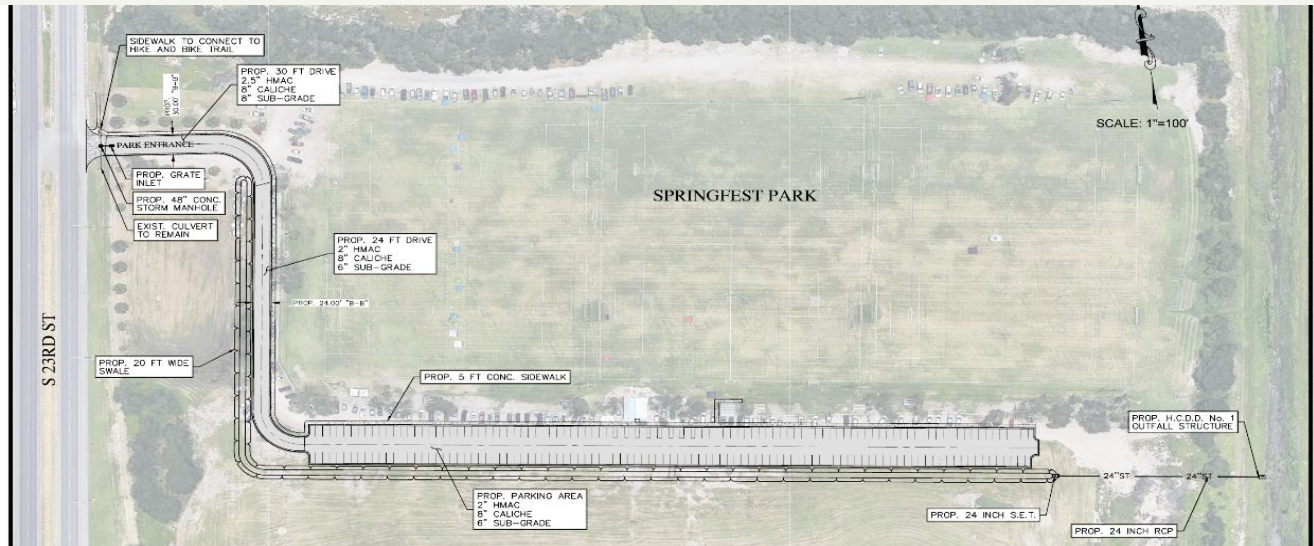
Project: The Parks Department in partnership with Hidalgo Co. PCT. 2 to construct a new 200 space parking lot at the existing multi field soccer complex.

Project Status: M2 Engineering is expecting to have drawings complete by July 2th

Budgeted:	\$395,000.00
------------------	--------------

Cost Estimate: \$369,790.12

Estimated Completion: September 2026



La FLOresta

Project: The Parks Department in partnership with Hidalgo Co. PCT. 4 will be installing 8 exercise equipment stations throughout the walking trail.

Project Status: 100% completed

Budgeted: \$250,000.00

Expenses to date: \$162,167.44

Estimated Completion: September 2026



Retama Playground

Project: New inclusive playground to replace existing playground.

Project Status: Playground expected to be delivered on July 15th.

Budgeted: \$372,062.00

Expenses to date: \$349,968.40

Estimated Completion: September 2026



Escandon Field Lighting & Electrical

Project: Replacement Musco LED sports lighting to existing field.

Project Status: Electrical submittals have been reviewed and approved.

Budgeted: \$260,000.00

Expenses to date: \$193,915.00

Estimated Completion: September 2026



Bentsen Rd Hike and Bike Trail Extension

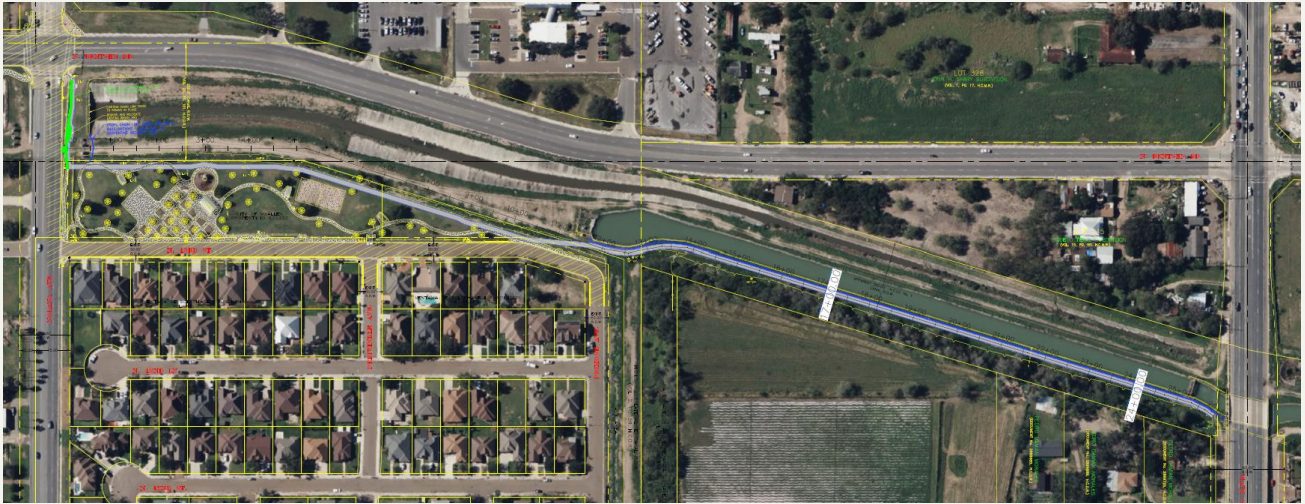
Project: Extension of hike and bike trail on Bentsen Rd.

Project Status: Marcia Tapia is working on design.

Budgeted: \$1,800,000.00

Estimated Design Fee: \$ 194,813.00

Estimated Completion: TBD



Navarro Playground

Project: New playground replacement.

Project Status: 100% completed

Budgeted: \$80,000.00

Expenses to date: \$79,907.00



Morris Sensory & Exercise Equipment - COMPLETE

Project: New inclusive playground to replace existing playground.

Project Status 100% completed

Budgeted: \$100,000.00

Expenses to date: \$ 97,445.24



Parking Lot Package - COMPLETE

Project: Improvements at various park facilities parking lots, 2nd & Nolana, 2nd & Bus 83, 2nd & La Vista, 2nd & Houston, De Leon, Uvalde Park, Neuhaus Park, Morris Park, Bicentennial & Nolana.

Project Status 100% completed

Budgeted: \$60,000.00

Expenses to date: \$44,521.80





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2.D.
07/17/2026
7/27/2026

1. Agenda Item: Project Status Monthly Report through June 30, 2026.

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

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

7. Routing:

Gabriela Cantu
Eduardo Mendoza
Michelle Rivera

Created/Initiated - 07/17/2026
Approved - 07/22/2026
Final Approval - 07/22/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: None. IJT



ENGINEERING DEPARTMENT
MEMORANDUM

To: Isaac J. Tawil, City Manager

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

Date: July 27, 2026

Subject: **Project Status Report through June 30, 2026**

Please find attached a list of various projects that are currently under construction and for which the Engineering Department performs Construction Management services. The work depicted is work performed through June 30, 2026.

The following projects are included:

1. Taylor Road Widening (I2 to Daffodil Avenue)
2. Balboa Acres Storm water Pump Station Improvements.
3. McAllen Lateral Drainage Channel Improvements
4. Champion Lakes Golf Course Erosion Control Phase II
5. Pump Bypass 254/255
6. South 2nd Street at Byron Nelson Avenue Drainage Improvements
7. Robin Ditch – Northwest Blueline Interconnect Improvements
8. Dallas Avenue and 1st Street Drainage Improvements



PROJECT STATUS REPORT

Through June 30, 2026

By Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Taylor Road Widening (I2 to Daffodil Avenue)

The Taylor Road Widening Project involves expanding the existing roadway to a four-lane urban curb-and-gutter paved road, extending from 2 Mile Line (Daffodil Avenue) to I-2 (US 83), covering a total distance of 3.0 miles. The project includes the installation of a stormwater management system and the addition of dedicated left-turn lanes at all major intersections.

This project is being developed under an interlocal agreement with the City of Mission, which is serving as the fiduciary agent for project development. The project is divided into two phases:

Phase 1: Segment from U.S. Business 83 to I-2

Status: Complete

Phase 2: Segment from 2 Mile Line (Daffodil Avenue) to U.S. Business 83

Status:

1. Right-of-way acquisition is complete.
2. Utility relocation is currently in progress.
3. Railroad crossing construction is currently in progress.
4. The project has been bid and awarded to **Gonzalez Engineering and Management, LLC** by the City of Mission. The construction began January 2026.

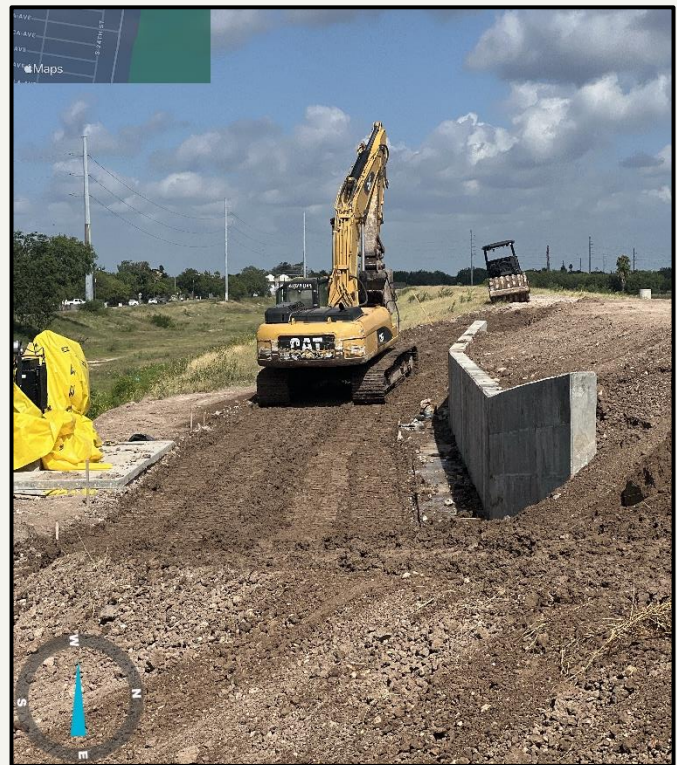
Balboa Acres Stormwater Pump Station Improvements

The scope of this project focuses on upgrading the existing stormwater pump station serving the Balboa Acres subdivision and neighboring areas. Work consists of demolishing the existing single-unit pump station and building a new dual-unit pump station.

Contractor:	Mor-Wil, LLC.
Original Contract Amount/Time:	\$1,945,979.00 / 365-calendar days
Original Completion Date :	April 5, 2025
Change Order(s) Amount/Time	\$0 / 214-calendar days
Current Contract Amount/Time:	\$1,945,979.00 / 579-calendar days
Substantial Completion Date:	August 30, 2026

Work this Period:

Concrete retaining wall poured. Crews continue to work on preparation for concrete access road. Premanufactured metal building (pump house) has to follow.



McAllen Lateral Drainage Channel Improvements

The scope of work focuses on expanding the stormwater conveyance and storage capacity for a segment of the McAllen Lateral Drainage Channel between the Morris and Northeast Regional Stormwater Detention Facilities. The project consists of excavating and grading nearly 150,000-cubic yards of earth and replacing the single-span bridge at N. 2nd Street with multiple box culvert structures. The project also includes construction of a new Hike & Bike trail along the extents of the channel improvements. Once complete, the trail will provide connectivity of the N. 10th Street and N. 2nd Street trail system and introduce two below grade road crossings. The project is funded under the Drainage Fee Fund.

Contractor:	ECON Group, LLC.
Original Contract Amount/Time:	\$5,689,125.11 / 360-Working days
Original Completion Date :	May 5, 2027
Change Order(s) Amount/Time	\$0 / 0-calendar days
Current Contract Amount/Time:	\$5,689,125.11 / 360-working days
Current Completion Date:	May 5, 2027

Work this Period:

Irrigation aerial line work has commenced. Crews working on forming and pouring concrete piers. Infrastructure installation at 10th Street continues. Crews working a storm sewer connections.



Champion Lakes Golf Course Erosion Control PH II

This project focuses on addressing erosion along the lake feature between holes 3 and 4 by shoring the existing banks with a combination of vinyl sheet piles and stone gabions.

Contractor:	4MA Construction, LLC.
Original Contract Amount/Time:	\$521,504.05 / 120-working days
Original Completion Date :	April 3, 2026
Change Order(s) Amount/Time	\$29,071.80 / 50-working days
Final Contract Amount/Time:	\$550,575.85 / 170-Working days
Completion Date:	June 12, 2026

Work this Period:

The Champions Lake Golf Course Erosion Control Phase II project has been completed. Change Order No. 1 included the installation of additional drainage catch basins at various locations, installation of filter fabric behind the existing gabions to control soil migration and reduce scour, and an extension of 25 working days to complete the additional work. Change Order No. 2 provided an additional 25 working days due to construction delays caused by inclement weather and scheduled golf tournaments that limited access to the project site.



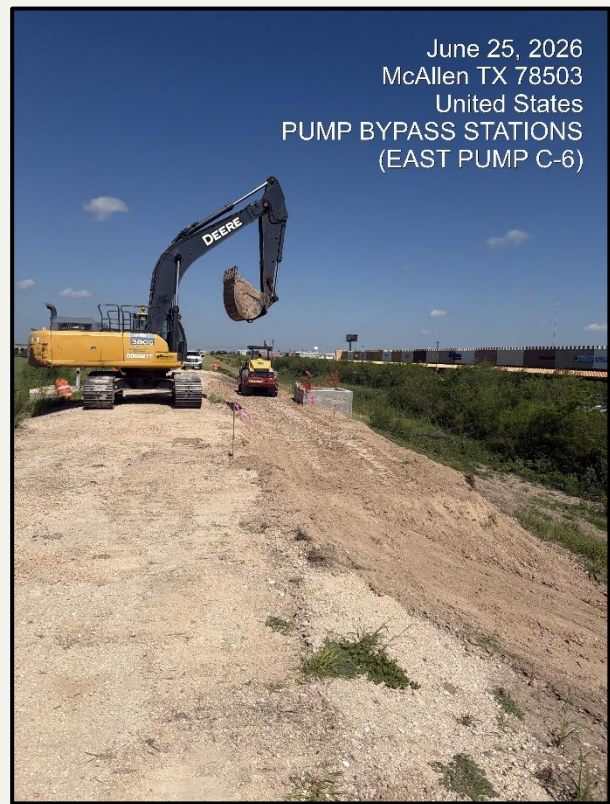
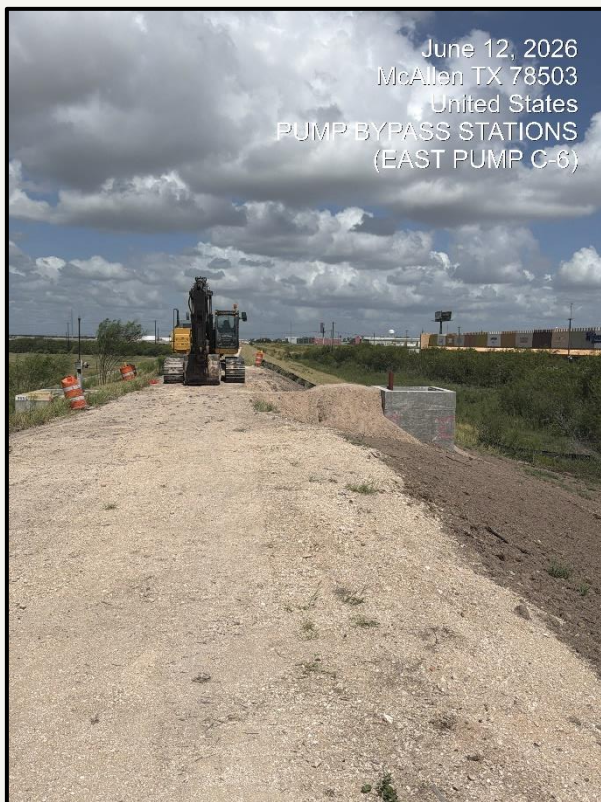
PUMP BYPASS 254/255

This project consist of two (2) pump bypass structures (254,255), earth embankment and grading, and levee road construction.

Contractor:	GO Underground, LLC.
Original Contract Amount/Time:	\$516,152.91 / 100-working days
Original Completion Date :	July 16,2026
Change Order(s) Amount/Time	\$0 / 0-working days
Current Contract Amount/Time:	\$516,152.91 / 100-Working days
Current Completion Date:	July 16, 2026

Work this Period:

Crew continue with compaction efforts along the IBWC levee.



South 2nd Street at Byron Nelson Avenue Drainage Improvements

This project scope includes installation of approximately 4000 linear feet of new storm sewer reinforced concrete pipe, related appurtenances, and associated pavement reconstruction.

Contractor:	Texas Corida Construction, LLC.
Original Contract Amount/Time:	\$908,910.00 / 120-calendar days
Original Completion Date :	July 24, 2026
Change Order(s) Amount/Time	\$0 / 0-working days
Current Contract Amount/Time:	\$908,910.00 / 120-Working days
Current Completion Date:	July 24, 2026

Work this Period:

Crews continue with storm sewer infrastructure installation along 2nd Street between Bales Road and Byron Nelson. Crews have commenced installation of pipe along Byron Nelson. Approximately 3000 linear feet installed to date.



Robin Ditch – Northwest Blueline Interconnect Improvements

This project scope includes the furnish and installation of a new 42-inch in line check valve, concrete headwall, and erosion control measures.

Contractor:	Artillery Construction, LLC.
Original Contract Amount/Time:	\$125,000 / 90-working days
Original Completion Date :	May 6, 2026
Change Order(s) Amount/Time	\$0 / 0-working days
Current Contract Amount/Time:	\$125,000 / 90-Working days
Current Completion Date:	May 6, 2026 (pending material delay time)

Work this Period:

Construction has commenced with the installation of the 42-inch in line check valve, and the connection to existing 42-inch pipe.



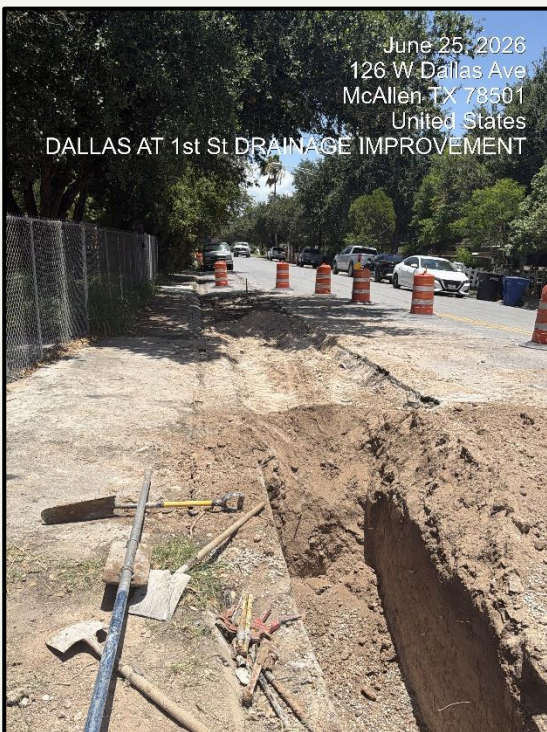
Dallas Avenue and 1st Street Drainage Improvements

This project scope includes storm sewer infrastructure improvements with the installation of approximately 500 linear feet of new 24-inch pipe, related appurtenances, and associated pavement reconstruction. The project also includes approximately 1,445 linear feet of new low profile concrete curb/gutter.

Contractor:	Saenz Utility Constructors, LLC.
Original Contract Amount/Time:	\$191,614.00 / 75-working days
Original Completion Date :	October 6, 2026
Change Order(s) Amount/Time	\$0 / 0-working days
Current Contract Amount/Time:	\$191,614.00 / 75-Working days
Current Completion Date:	October 6, 2026

Work this Period:

Construction has commenced with the installation of 24-inch concrete pipe along Dallas Avenue between 2nd Street and 1st Street.





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.E.

DATE SUBMITTED

MEETING DATE

7/27/2026

1. Agenda Item: CONSENT COOP PURCHASES

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

Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation:



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.E.1.

DATE SUBMITTED

07/16/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award of Contract for the Purchase of Fire Department Emergency Mobile Radios (Project No. 07-26-P40-01).
2. Party Making Request: Juan Gloria
3. Applicant: Juan Gloria
4. Nature of Request: Request authorization to award a contract to Motorola Solutions for the purchase of sixteen (16) mobile radios for the Fire Chief's new unit and the primary dispatch radio core through HGAC Contract No. RA05-21, in the total amount of \$111,037.24. Budgeted under FY 25-26.
5. Fiscal Impact Summary: Sixteen mobile radios for Fire Dispatch radio core and Fire Chief's new unit - total \$111,037.24
 - General Fund - Equipment: 011-2020-426-66-20 – \$95,559.52
 - General Depreciation Fund: 678-6382-426-66-14-EC2607 – \$15,477.72
6. Budgeted: Yes

Bid Amount:	<u>\$111,037.24</u>	Budgeted Amount:	<u>\$111,037.24</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Juan Gloria	Created/Initiated - 07/16/2026
Angie Rodriguez	Approved - 07/16/2026
Sonia Resendez	Approved - 07/17/2026
Gerardo Noriega	Final Approval - 07/17/2026
8. Staff Recommendation:
Staff recommends approval to award a contract to Motorola Solutions for the purchase of sixteen (16) mobile radios for the Fire Chief's new unit and the primary dispatch radio core through HGAC Contract No. RA05-21, in the total amount of \$111,037.24.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

MEMORANDUM

DATE: July 13, 2026
TO: Isaac J. Tawil / City manager
FROM: Juan A. Gloria Jr. / Fire Chief
SUBJECT: Fire Department Mobile Radios Purchase FY 25-26

GOAL:

Request authorization to award a contract to Motorola Solutions for the purchase of sixteen (16) mobile radios for the Fire Chief's new unit and the primary dispatch radio core through HGAC Contract No. RA05-21, in the total amount of \$111,037.24.

EXPLANATION:

This purchase is included in the approved FY 25-26 budget and is within the allocated budget for these items.

Funding source:

- Capital Outlay/Machinery & Equipment: 011-2020-426-66-20 – \$95,559.52
- General Depreciation: 678-6382-426-66-14-EC2607 – \$15,477.72

RECOMMENDATION:

Staff recommends approval to award a contract to Motorola Solutions for the purchase of sixteen (16) mobile radios for the Fire Chief's new unit and the primary dispatch radio core through HGAC Contract No. RA05-21, in the total amount of \$111,037.24.

Juan A. Gloria Jr. Date: 2026.07.16
11:36:43 -05'00'

McAllen
FIRE
DEPARTMENT

REQUEST FOR AVAILABILITY OF FUNDS

Construction ☐ Purchase ☒
Service ☐ Supply ☐
Land Acquisition ☐

Department Name: Fire Department
Department Head: Juan Angel Gloria Jr.
Signature: Juan A. Gloria Jr. Date: 2026-07-13 14:34:30 -05'00' Date: 07/13/2026
Project Name: Fire Department Mobile Radios Purchase
Description: Request authorization to award a contract to Motorola Solutions for the purchase of sixteen (16) mobile radios for the Fire Chief's new unit and the primary dispatch radio core through BuyBoard Contract No. RA05-21, in the total amount of \$111,037.24. Budgeted under FY 25-26.

Start Date 7/13/2026 End Date 9/30/2026 Location of Project: Fire Admin/EOC

State/Federal Funding (Specify Agency (ies)): N/A
State/Federal Grants (Specify Agency (ies)): N/A

Account Number : (Include Project Code) Capital Outlay/Machinery & Equipment: 011-2020-426-66-20 Estimated Cost: \$ 95,560
Account Number : (Include Project Code) General Depreciation: 678-6382-426-66-14-EC2607 Estimated Cost: \$ 15,478

Office of Management & Budget / Treasury Management Approval:

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

Funding Source: General Fund / General Depreciation Fund
Budget Amount: \$111,038
Name: Scott M. Luke Jr
Title: Assistant Budget Director
Signature:  Date: 7-15-26

City Manager / General Manager Authorization to Solicit Bids

Approved: ☒ Disapproved: ☐

Signature:  Date: 7-15-26

FEDERAL REQUIREMENTS:

A. Please verify if an environmental review has been completed on this project.

N/A ☒

Please provide release of funds date if applicable: _____

B. Please specify if there are any Buy America Requirements for this project.

If yes, Please advise which Buy America provision applies.

☒ No, Buy America does not apply

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

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

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

☒ No DBE Required for this project.

D. Please specify if there are any special advertising requirements for this procurement.

N/A ☒

If yes, please include the websites or additional circulars where notice of procurement must be advertised.

Please add publication location. _____

E. Please specify if there are any other type of forms/ and or requirements for this procurement.

N/A ☒

Please attach documents if necessary.

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

N/A

Billing Address:
MCALLEN, CITY OF
1521 W GALVESTON
MC ALLEN, TX 78501
US

Shipping Address:
SOUTH TEXAS
COMMUNICATIONS, INC
709 E PECAN BLVD
MCALLEN, TX 78504
US

Quote Date:06/26/2026
Expiration Date:09/05/2026
Quote Created By:
Sid Basaldua
Business Manager
sidb@stcradios.com
(956) 687-8591

End Customer:
MCALLEN, CITY OF
MAYRA CHAVEZ
MCHAVEZ@MCALLEN.NET
(956) 681-2558

End Customer Address:
MCALLEN-CITY OF-FIRE DEPT
201 N 21ST ST
MCALLEN, TX 78501
US

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	14	\$3,764.00	\$2,747.72	\$38,468.08
1a	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	14	\$607.00	\$443.11	\$6,203.54
1b	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	14	\$1,412.00	\$1,030.76	\$14,430.64
1c	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	14	\$353.00	\$257.69	\$3,607.66
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	14	\$6.42	\$4.69	\$65.66
1e	G67DQ	ADD: REMOTE MOUNT O2 APXM	14	\$350.00	\$255.50	\$3,577.00
1f	GA00804AB	ADD: APX O2 CH (IMPACT GREEN)	14	\$579.00	\$422.67	\$5,917.38
1g	G201AA	ADD: GREEN COLORED HOUSING (O2 CH)	14	\$30.00	\$21.90	\$306.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	\$0.00	\$0.00	\$0.00
1i	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	14	\$12.00	\$8.76	\$122.64
1j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	14	\$30.00	\$21.90	\$306.60
1k	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	14	\$85.00	\$62.05	\$868.70
1l	G832AD	ADD: SPKR 7.5W WTR RST APEX	14	\$72.00	\$52.56	\$735.84
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	14	\$50.00	\$36.50	\$511.00
1n	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	14	\$118.00	\$86.14	\$1,205.96
1o	GA01576AB	ADD: SMA TO QMA ADAPTER	14	\$22.00	\$22.00	\$308.00
1p	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	14	\$388.00	\$283.24	\$3,965.36
1q	G843AH	ADD: AES ENCRYPTION AND ADP	14	\$560.00	\$408.80	\$5,723.20
1r	GA09001AA	ADD: WI-FI CAPABILITY	14	\$353.00	\$257.69	\$3,607.66
1s	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	14	\$0.00	\$0.00	\$0.00
1t	GA01630AA	ADD: SMARTCONNECT	14	\$0.00	\$0.00	\$0.00
1u	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	14	\$402.00	\$402.00	\$5,628.00

Grand Total **\$95,559.52(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA01648AA	ASKHOMID = 02B5



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Billing Address:
MCALLEN, CITY OF
1521 W GALVESTON
MC ALLEN, TX 78501
US

Shipping Address:
SOUTH TEXAS
COMMUNICATIONS, INC
709 E PECAN BLVD
MCALLEN, TX 78504
US

Quote Date:06/26/2026
Expiration Date:09/05/2026
Quote Created By:
Sid Basaldua
Business Manager
sidb@stcradios.com
(956) 687-8591

End Customer:
MCALLEN CITY OF -FIRE DEPT
MAYRA CHAVEZ
MCHAVEZ@MCALLEN.NET
(956) 681-2558

End Customer Address:
MCALLEN-CITY OF-FIRE DEPT
201 N 21ST ST
MCALLEN, TX 78501
US

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	1	\$3,764.00	\$2,747.72	\$2,747.72
1a	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$443.11	\$443.11
1b	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	1	\$1,412.00	\$1,030.76	\$1,030.76
1c	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$257.69	\$257.69
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.42	\$4.69	\$4.69
1e	G67DQ	ADD: REMOTE MOUNT O2 APXM	1	\$350.00	\$255.50	\$255.50
1f	GA00804AB	ADD: APX O2 CH (IMPACT GREEN)	1	\$579.00	\$422.67	\$422.67
1g	G201AA	ADD: GREEN COLORED HOUSING (O2 CH)	1	\$30.00	\$21.90	\$21.90



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1i	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	1	\$12.00	\$8.76	\$8.76
1j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	1	\$30.00	\$21.90	\$21.90
1k	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	1	\$85.00	\$62.05	\$62.05
1l	G832AD	ADD: SPKR 7.5W WTR RST APEX	1	\$72.00	\$52.56	\$52.56
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$50.00	\$36.50	\$36.50
1n	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	\$118.00	\$86.14	\$86.14
1o	GA01576AB	ADD: SMA TO QMA ADAPTER	1	\$22.00	\$22.00	\$22.00
1p	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	1	\$388.00	\$283.24	\$283.24
1q	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$560.00	\$408.80	\$408.80
1r	GA09001AA	ADD: WI-FI CAPABILITY	1	\$353.00	\$257.69	\$257.69
1s	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	\$0.00	\$0.00	\$0.00
1t	GA01630AA	ADD: SMARTCONNECT	1	\$0.00	\$0.00	\$0.00
1u	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	1	\$402.00	\$402.00	\$402.00
APX™ 8500						
2	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	1	\$6,558.00	\$4,787.34	\$4,787.34
2a	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$584.00	-\$584.00
2b	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$443.11	\$443.11
2c	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1	\$1,766.00	\$1,289.18	\$1,289.18
2d	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$257.69	\$257.69
2e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.42	\$4.69	\$4.69
2f	GA00805AA	ADD: APX O7 CONTROL HEAD (STANDARD KEYPAD)	1	\$744.00	\$543.12	\$543.12



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2g	G67DG	ADD: REMOTE MOUNT 07 MP	1	\$350.00	\$255.50	\$255.50
2h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
2i	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	1	\$85.00	\$62.05	\$62.05
2j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	1	\$30.00	\$21.90	\$21.90
2k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$71.00	\$51.83	\$51.83
2l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00
2m	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$560.00	\$408.80	\$408.80
2n	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	1	\$388.00	\$283.24	\$283.24
2o	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	\$112.00	\$81.76	\$81.76
2p	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	\$118.00	\$86.14	\$86.14
2q	GA09001AA	ADD: WI-FI CAPABILITY	1	\$353.00	\$257.69	\$257.69
2r	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	\$0.00	\$0.00	\$0.00
2s	GA01630AA	ADD: SMARTCONNECT	1	\$0.00	\$0.00	\$0.00
2t	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	1	\$402.00	\$402.00	\$402.00

Grand Total **\$15,477.72(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA01648AA	ASKHOMID = 02B5
2e	QA01648AA	ASKHOMID = 02B5



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MCALLEN CITY OF FIRE DEPARTMENT	Contractor:	MOTOROLA SOLUTIONS INC
Contact Person:	MAYRA CHAVEZ	Prepared By:	SID BASALDUA
Phone:	956-681-2528	Phone:	956-687-8591
Fax:		Fax:	
Email:	MCHAVEZ@MCALLEN.NET	Email:	SIDB@STCRADIOS.COM

Catalog / Price Sheet Name/Product Code	
General Description of Product:	QUOTE 3576942

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	M25URS9PW1BN - MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	\$ 2,747.72	\$ 2,747.72
1	G806BL - SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	\$ 443.11	\$ 443.11
1	G51AU- SOFTWARE LICENSE ENH-SMARTZONE OPERATION	\$ 1,030.76	\$ 1,030.76
1	G361AH - SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	\$ 257.69	\$ 257.69
1	QA01648AA - ADD: HW KEY SUPPLEMENTAL	\$ 4.69	\$ 4.69
1	G67DQ - ADD: REMOTE MOUNT O2	\$ 255.50	\$ 255.50
1	GA00804AB - ADD: APX O2 CH (IMPACT GREEN)	\$ 422.67	\$ 422.67
1	G201AA - ADD: GREEN COLORED HOUSING (02 CH)	\$ 21.90	\$ 21.90
1	G444AH - ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -
1	GA01693AA - ADD: LEGACY TRUNNION SCREW KIT	\$ 8.76	\$ 8.76
1	G610AC - ADD: REMOTE MOUNT CABLE 30 FT APX	\$ 21.90	\$ 21.90
1	G892AB - ENH: HAND MIC, GCAI WTR RESISTANT APX	\$ 62.05	\$ 62.05
Total From Other Sheets, If Any:			0
Subtotal A:			5276.75

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary

(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
		\$ -	\$ -
			\$ -
			\$ -
			\$ -
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

[illegible]**Delivery Date:**

D. Total Purchase Price (A+B+C):

5276.75



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.F.1.

DATE SUBMITTED

07/15/2026

MEETING DATE

7/27/2026

1. Agenda Item: Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department for funding under the Fiscal Year 2027 Local Park Grant Program to request funding in the amount of \$750,000.00.

2. Party Making Request: Julia Lash

3. Applicant: Carlos Espinosa

4. Nature of Request: The McAllen Champions Lakes Golf Course seeks funding to develop a new municipal 18-hole short course, practice putting facilities, and a clubhouse at the CLGC site.

5. Fiscal Impact Summary:

The grant request is for \$750,000.00, with a 1:1 match of \$750,000.00, for a total project cost of \$1,500,000.00.

Grant will be awarded next Fiscal Year.

6. Budgeted:

Bid Amount:

Budgeted Amount:

Under Budget:

Over Budget:

Amount Remaining:

7. Routing:

Andrea Cantu

Created/Initiated - 07/15/2026

Julia Lash

Approved - 07/15/2026

Carlos Espinosa

Approved - 07/15/2026

Angie Rodriguez

Approved - 07/16/2026

Sonia Resendez

Approved - 07/17/2026

Gerardo Noriega

Approved - 07/17/2026

Michelle Rivera

Approved - 07/21/2026

Martin Canales

Final Approval - 07/21/2026

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

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 27, 2026
Subject: FY27 Local Park Grant Program

GOAL:

Resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department for funding under the FY27 Local Park Grant Program to request funding in the amount of \$750,000.00.

BRIEF EXPLANATION OF THE ITEM:

The Texas Parks and Wildlife Department, through the FY27 Local Park Grant Program, seeks to support the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The McAllen Champions Lakes Golf Course seeks funding to develop a new municipal 18-hole short course, practice putting facilities, and a clubhouse at the CLGC site.

The grant request is for \$750,000.00, with a 1:1 match of \$750,000.00, for a total project cost of \$1,500,000.00.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the grant submission.

RESOLUTION NO. 2026-____

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR FUNDING UNDER THE FY27 LOCAL PARK GRANT PROGRAM TO REQUEST FUNDING IN THE AMOUNT OF \$750,000.00.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the Texas Parks and Wildlife Department is committed to engaging communities in outdoor recreation;

WHEREAS, the FY27 Local Park Grant Program assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas;

WHEREAS, The McAllen Champions Lakes Golf Course seeks funding to develop a new municipal 18-hole short course, practice putting facilities, and a clubhouse at the CLGC site.

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

- 1) The McAllen Champions Lakes Golf Course, through the Grant Administration Office is hereby directed to prepare and submit an application to the Texas Parks and Wildlife Department requesting funding in the amount of \$750,000.00, with a 1:1 match of \$750,000.000, for a total project cost of \$1,500,000.00.
- 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 Texas Parks and Wildlife Department in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 27th 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.

DATE SUBMITTED

07/01/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration and Approval of an Interlocal Agreement with Bloomington Public Transportation Corporation for Piggyback Purchase of the Computer-Aided Dispatch / Automated Vehicle Location (CAD/AVL) System (Project No. 07-26-S97-01).
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request:
 - The Transit Department is committed to maximizing efficiencies in the procurement process by utilizing eligible Cooperative Purchasing Options.
5. Fiscal Impact Summary:
6. Budgeted:

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

Angela Cano	Created/Initiated - 07/01/2026
Mario Delgado	Approved - 07/02/2026
Gerardo Noriega	Approved - 07/21/2026
Juan Olaguibel	Final Approval - 07/21/2026
8. Staff Recommendation: Approve the Interlocal Agreement with BPTC.
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: Authorization for an Interlocal Agreement with Bloomington Public Transportation Corporation (BPTC) for a Piggyback Purchase of CAD/AVL System

- **Goal** – The Transit Department is committed to maximizing efficiencies in the procurement process by utilizing eligible Cooperative Purchasing Options.
- **Background: New Freedom Funds** – The Transit Department needs to purchase a CAD/AVL System for its Metro McAllen fixed route buses. Transit intends to enter into an Interlocal Agreement with BPTC for the purchase of said CAD/AVL system as allowed by the FTA. By entering into the Agreement, the Transit Department can exercise piggyback options that are available under BPTC's current contract with the selected vendor.
- **Options**
 - **Option 1** – Approve the Interlocal Agreement with BPTC.
 - **Option 2** – Disapprove the Interlocal Agreement and seek other options.
- **Recommendation** – The Transit Department is recommending approval to enter into an interlocal agreement with BPTC.

**ETA PHI SYSTEMS, INC.
SALES AGREEMENT**

This Sales Agreement is entered into by and between Bloomington Public Transportation Corporation, with its principal place of business at 130 W. Grimes Lane, Bloomington, Indiana 47403 (“**BPTC**”), and ETA Phi Systems, Inc., a corporation duly organized and validly existing under the laws of the State of Florida, with its principal place of business at 7700 Congress Avenue, Suite 2201, Boca Raton, Florida 33487 (“**Contractor**”), effective as of December 18, 2023 (this “**Agreement**”). BPTC and Contractor are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Contractor provides certain goods and services. Contractor submitted a proposal in response to BPTC’s Request for Proposal: CAD/AVL System Replacement, released June 16, 2023 (a copy of which is attached hereto as **Exhibit H**), offering to provide those certain goods and services consistent with the products and services as described in Article IV and other related services in connection therewith (“**Contractor’s Proposal**”), a copy of which is attached hereto as **Exhibit B**;

WHEREAS, BPTC and Contractor were able to agree on the terms and conditions of this Agreement and now wish to memorialize such agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the Parties as follows:

AGREEMENT:

ARTICLE I

DEFINITIONS; INCORPORATION OF EXHIBITS AND ATTACHMENTS

Section 1.01 Definitions. The following definitions shall apply to this Agreement:

“**Hardware Products**” means the items labeled as “Products,” “Hardware,” or “Devices” on the Quotation or Purchase Order, attached hereto as **Exhibit B**.

“**Software Products**” means the items labeled as “Software,” “Software Licenses,” “Software Modules,” or “SPOT” on the Quotation or Purchase Order, attached as **Exhibit B**. Certain rights and obligations applicable specifically to Software Products are included in the System Subscription Agreement between the parties, attached hereto as **Exhibit F** (when applicable).

“**ETA Services**” means the items labeled as “NRE,” “Maintenance,” “Support,” “Project Management,” “Training,” “Education,” “Travel,” “Handling,” or “Installation” on the Quotation or Purchase Order, attached as **Exhibit B**. Certain rights and obligations applicable

specifically to some ETA Services are included in the System Support Agreement, also entered into between the parties, and attached hereto as **Exhibit G** (when applicable).

Section 1.02 Incorporation of Exhibits. The Exhibits to this Agreement, include each of the following, unless otherwise specified in this Agreement:

- (a) Exhibit A, Contractor's Proposal
- (b) Exhibit B, Quotation or Purchase Order
- (c) Exhibit C, Federally Required Contract Affidavits/Agreements
- (d) Exhibit D, Insurance Verification
- (e) Exhibit E, E-Verify Affidavit
- (f) Exhibit F, System Support Agreement
- (g) Exhibit G, System Subscription Agreement
- (h) Exhibit H, Request for Proposal: CAD/AVL System

ARTICLE II

TERM; FEES; AND PAYMENT

Section 2.01 Term. This Agreement shall commence on December 18 2023 (the "**Effective Date**"), and shall remain effective for a period of five years unless terminated by either Party as defined in Article VI of this Agreement (the "**Term**"). This Agreement shall renew automatically for additional one-year periods upon expiration of the current term, and for one-year periods thereafter, unless written notice is provided by BPTC within 60 days prior to the expiration date of the current term. Contractor will invoice the renewal prior to the expiration date at an increased rate of no greater than five percent (5%).

Section 2.02 Fees. Compensation for the goods and services provided by Contractor shall be in accordance with the Quotation or Purchase Order attached hereto as **Exhibit B**; provided, however, that in the case that this Agreement is terminated early in accordance with the below Article VI, BPTC shall not be charged fees, nor held responsible in any way, for any subscriptions, licenses, goods, or services that either Party planned for BPTC to receive, use, or benefit from after the date of termination (e.g, no monthly or annual fees will be charges to BPTC for dates after this Agreement's termination) . BPTC agrees that the amounts invoiced by Contractor shall be based on the Milestone Payment Schedule, included within the Quotation or Purchase Order attached hereto as **Exhibit B** .). Notwithstanding the foregoing, and for the sake of clarity, upon the date of termination of this Agreement or a service, as the case may be, all applicable subscriptions, services, licenses, rights and privileges granted to BPTC under this Agreement shall cease and all fees and charges for such services up to and including the date of termination and all other amounts owing by BPTC shall be immediately due and payable.

Section 2.03 Payment. All payments due pursuant to this Agreement shall be submitted within 45 days from the date the invoice was submitted by Contractor to BPTC. All payments

received more than 45 days after the invoice date shall be subjected to daily interest on outstanding amounts, at the interest rate of 2.0% per month or, if such amount is not permitted by governing law, the highest rate permitted by law, from the due date until paid in full and any and all collection incurred by Contractor, including, without limitation, reasonable legal costs, as a result of BPTC's failure to pay.

Section 2.04 Taxes. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority related to the Agreement.

Contractor will withhold, and require its employees or subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

ARTICLE III

LEGAL COMPLIANCE

Section 3.01 Compliance with Federal Laws. Contractor shall comply with all laws, regulations, and orders relating to this Agreement and the services, including those applicable provisions in **Exhibits C, F, and G** attached hereto, which are an integral part of this Agreement and are hereby incorporated herein by reference with the same effect as if it were fully set forth verbatim in this Section 3.01.

For purposes of the Exhibits all references therein to "Contractor" or "Offeror" shall be deemed to be references to Contractor and all references therein to "Contract" shall be deemed to be references to this Agreement (together with all schedules, exhibits, and other attachments hereto). Without limiting the generality of the foregoing, all applicable contractual provisions required by the Federal Transportation Agency ("FTA") shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Customer requests which would cause Customer to be in violation of the applicable FTA terms and conditions.

Contractor must verify through Affidavit, incorporated in **Exhibit E**, that it does not knowingly employ any unauthorized aliens. Pursuant to Indiana Code I.C. §22-5-1.7, Contractor is required to utilize the U.S. Department of Homeland Security's **E-Verify** system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 3.02 Application of BPTC's Rules to Contractor's Personnel. All policies and procedures applicable to the employees of BPTC regarding their conduct in connection with the business and affairs of BPTC shall, insofar as the same shall be required by BPTC, be applicable to Contractor and Contractor's personnel while on BPTC properties or premises. It is

the responsibility of Contractor's personnel to familiarize themselves with all such policies and procedures, which BPTC will make available to Contractor. In the event that any of Contractor's personnel fails or refuses to abide by such policies and procedures, Contractor shall ensure that such person no longer performs any services for BPTC, and such person may be removed from or not admitted to BPTC's properties or premises. BPTC shall have no liability in connection with the foregoing. If requested by BPTC, Contractor shall provide a criminal background or security check of the Contractor's personnel. BPTC may disallow admittance to any of Contractor's personnel to BPTC's properties or premises where such person does not meet BPTC's security requirements or internal expectations.

Section 3.03 Subcontracting. Contractor may not subcontract any obligations related to this Contract without first obtaining consent in writing from an authorized agent of BPTC, such consent shall not be unreasonably withheld. All authorized subcontracts will require that the subcontractor be bound by and subject to all of the terms and conditions of this Agreement. No subcontract or order will relieve Contractor from its obligations to BPTC, including Contractor's insurance and indemnification obligations, and no subcontract or order will bind BPTC.

ARTICLE IV

SCOPE OF WORK; PRODUCTS AND SERVICES

Section 4.01 General. Contractor shall provide the Hardware Products, Software Products and ETA Services as set forth on the Quotation or Purchase Order attached hereto as **Exhibit B**.

Section 4.02 Products and Services.

(a) All warranties and maintenance and support rights and obligations related to Hardware Products, Software Products and ETA Services shall be as agreed and set forth in the System Support Agreement entered into by the Parties and attached hereto as **Exhibit F**.

(b) In all instances in which Software Products are included on the Quotation or Purchase Order attached as **Exhibit B**, certain rights, and obligations specific to those products shall be as agreed and set forth in the System Subscription Agreement entered into by the Parties and attached hereto as **Exhibit G**.

Section 4.03 Duty to Inform. If, at any time during the performance of this Agreement, either Party becomes aware of actual or potential problems, faults, or defects in the Products or Services, or of any nonconformance with federal, state, or local laws, rules, or regulations; or if one Party has any objection to any decision or order made by the other Party with respect to such laws, rules, or regulations, the objecting Party shall give prompt written notice thereof to the other, non-objecting Party.

Section 4.04 Information Release. Neither Party shall make an information, news, or press release without the written consent of the other Party to this Agreement. Each Party may share project related information with, and fully cooperate with, corporations, firms, contractors, public utilities, government entities and persons required for completion of the project so long as the project related information being shared has not been designated "not to be shared" by the other Party.

Section 4.05 Responsibilities in Attached Agreements. Each Party acknowledges that certain responsibilities related to the Hardware Products, the Software Products and the ETA Services applicable to this Agreement are contained in the attached System Support Agreement (**Exhibit F**) and System Subscription Agreement (**Exhibit G**).

ARTICLE V

INDEMNIFICATION; INSURANCE

Section 5.01 Indemnification.

(a) Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold the other Party, its shareholders, directors, members, managers, officers, employees, and agents (collectively, the “**Indemnified Parties**”) harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, which may arise out of or result from (i) the negligent acts, or willful misconduct made by the Indemnifying Party or its personnel in connection with this Agreement or the goods or services rendered hereunder; (ii) any breach of or inaccuracy in any covenant, representation, or warranty made by the Indemnifying Party in this Agreement; or (iii) any failure of the Indemnifying Party or its personnel to comply with any applicable state or federal laws; provided, however, that the foregoing indemnification obligations shall not apply to the extent that any claim is caused solely by the gross negligence or willful misconduct of BPTC.

(b) The Indemnifying Party’s defense obligation for any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against any Indemnified Parties shall be at the Indemnifying Party’s own cost, expense and risk. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against any Indemnified Party in any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by any Indemnified Parties in connection therewith or in enforcing the indemnity herein provided.

(c) Each Party’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party or any other Indemnified Party, and the amount and type of insurance coverage requirements set forth in **Exhibit H** will in no way be construed as limiting the scope of the indemnification obligations under this Agreement.

(d) The provisions of this Section will survive any termination or expiration of this Agreement.

Section 5.02 Insurance.

(a) General. During the term of this Agreement (and, in any event, prior to the commencement of any services or work under this Agreement), Contractor

shall obtain and maintain in full force and effect, at its sole cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies of the kind and in the amount generally carried by reasonably prudent providers of services similar to the services provided hereunder, and, in any event will maintain the following insurance policies with the corresponding minimum amounts:

(i) General Commercial Liability Insurance – covering bodily injury and property damage at the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;

(ii) Professional Errors and Omissions Insurance – covering damages resulting from errors, omissions and negligent acts at the minimum amount of \$1,000,000.00 per claim; and

(iii) Business Automobile Liability Insurance – automobile liability for owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000.00 per occurrence.

(b) Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in Indiana, and satisfactory to BPTC.

(c) Evidence of Insurance. Contractor shall furnish BPTC with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms approved by BPTC, attached hereto as **Exhibit D**. BPTC reserves the right to require complete, certified copies of all required insurance policies, at any time.

ARTICLE VI

TERMINATION; FORCE MAJEURE

Section 6.01 Termination for Cause. BPTC may terminate this Agreement, by providing 10 days written Notice to the other party:

(a) if Contractor repudiates any of its obligations under this Agreement;

(b) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(c) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under the related System Support Agreement entered into by the parties and attached hereto as **Exhibit F**

and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(d) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under the related System Subscription Agreement entered into by the parties and attached hereto as **Exhibit G** and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(e) if Contractor fails to timely deliver services in a reasonable manner, or reasonably satisfy its obligations conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement;

(f) if Contractor becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(g) if Contractor fails to provide, within a reasonable time after request (but in no case exceeding 15 days after such request) with adequate and reasonable assurance of Contractor's financial and operational capability to timely perform its obligations under this Agreement.

Any termination under this Section will be effective upon receipt of a written Notice of termination or such later date (if any) set forth in such termination Notice.

Section 6.02 Termination for Convenience.

(a) BPTC may terminate this Agreement at any time and for any reason when it is in BPTC's interest by giving written Notice to the other party. Termination will be effective on the later to occur of either Contractor's receipt of BPTC's Notice of termination or such other later date (if any) set forth in such termination Notice.

(b) Within 30 days after the effective date of termination set forth in a Notice of termination sent by BPTC under this Section 6.02, Contractor may submit to BPTC a written Notice setting forth the following amounts, in reasonably sufficient detail to allow BPTC to verify such amounts (a "**Termination Claim**"): (i) the price under this Agreement for services rendered and accepted in accordance with this Agreement and for services performed hereunder prior to the date of such termination

Notice from BPTC and not previously paid for, and (ii) Contractor's out-of-pocket costs for any supplies and materials incurred by Contractor as of the date of termination in furnishing services under this Agreement, to the extent such costs are reasonable in amount and are properly allocable or apportionable under GAAP to the terminated portion of this Agreement.

(c) Subject to the terms of this Section 6.02, if the Termination Claim is received by BPTC timely and BPTC verifies the costs set forth in the Termination Claim, BPTC shall pay to Contractor the amount due with respect to the Termination Claim, less any amounts owed by Contractor to BPTC within 30 days after BPTC completes its verification of the Termination Claim. Any payment of a Termination Claim will not be deemed a waiver of any of BPTC's other rights arising under this Agreement or applicable law. Subject to Article VII, and unless otherwise stated herein, a Termination Claim is Contractor's sole remedy for termination of this Agreement solely with respect to this Section 6.02(b). Contractor's failure to timely submit a Termination Claim shall be a bar to any future action on such claim.

(d) Except as expressly provided in this Section 6.02, each Party will not be liable for and will not be required to make payments to the other Party, directly or on account of claims by each Party's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, or rental, unamortized depreciation costs, and general and administrative burden charges.

Section 6.03 Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement on written Notice to BPTC if BPTC (1) is using Contractor's software or updates for purposes other than their intended application as set forth in this Agreement (including for non-payment of amounts owed by BPTC to Contractor hereunder), (2) becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or (3) is in material breach of any representation, warranty, or covenant of BPTC under this Agreement, and either the breach cannot be cured, or, if the breach can be cured, it is not cured by BPTC within a commercially reasonable period of time (in no case exceeding 60 days) after BPTC's receipt of written Notice of such breach; provided, that remedies for non-payment shall be subject to Section 2.03.

Section 6.04 Effect of Expiration or Termination. Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement, at law, in equity, or otherwise or relieve either Party of any obligation incurred prior to the effective date of such termination.

Section 6.05 Return of Software. If BPTC discontinues use of Contractor's Software or in the event of termination of this Agreement, BPTC shall immediately return to Contractor all Software and any copies thereof and certify in writing to Contractor that BPTC has done so.

Section 6.06 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Contractor's

financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Contractor under this Section 6.05. Contractor shall give BPTC prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Contractor shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. If requested by BPTC, Contractor shall, within three days of such request, provide adequate assurances that a Force Majeure Event will not exceed 30 consecutive days. If the delay lasts more than such 30-day period, or if Contractor does not provide such adequate assurances, BPTC may immediately terminate this Agreement.

ARTICLE VII

LIMITATION OF LIABILITY

Section 7.01 EXCEPT AS OTHERWISE SET FORTH IN SECTION 7.03, IN NO EVENT WILL EITHER PARTY OR ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, OR OTHER REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR EITHER PARTY WAS FORESEEABLE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 7.02 EXCEPT AS OTHERWISE SET FORTH IN SECTION 7.03, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 7.03 Nothing in this Agreement shall be construed as limiting or restricting a Party's liability for death or personal injury resulting from its gross negligence or willful misconduct, non-payment of amounts owed hereunder, or the obligation to indemnify the other Party hereunder.

ARTICLE VIII

CONFIDENTIALITY

Section 8.01 **Scope of Confidential Information.** From time to time during the Term, each Party may disclose or make available to the other Party information about the other Party's business affairs, goods and services, confidential information, and materials comprising or

relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article VIII by such Party or such Party's personnel, (ii) is or becomes available to such Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was or is independently developed by such Party without reference to or use of, in whole or in part, any of the other Party's Confidential Information; or is required to be disclosed pursuant to applicable law.

Section 8.02 Confidentiality and Non-Disclosure Obligations.

(a) Each Party shall (i) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as the other Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to such other Party's personnel who need to know the Confidential Information to assist the receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

(b) Each Party further covenants not to disclose or otherwise make known to any person or entity nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of the other Party or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by such other Party.

Section 8.03 Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by the other Party of any of its obligations under this Article VIII would give rise to irreparable harm to such Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such other Party of any such obligations, each such Party shall, in addition to any and all other rights and remedies that may be available to each such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that the other Party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article VIII.

Section 8.04 Additional Terms.

(a) Each Party shall be responsible for any breach of this Article VIII caused by any of each such Party's personnel.

(b) The provisions of this Article VIII shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX

INTELLECTUAL PROPERTY

Section 9.01 Retention of Contractor Rights in Hardware Products. All proprietary and intellectual property rights, including copyrights or trademarks in the Hardware Products, if any, and any modifications thereto shall remain the sole and exclusive property of Contractor.

Section 9.02 Retention of Contractor Rights in Software Products. As between Contractor and BPTC, all proprietary and intellectual property rights, title and interest in the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be and remain the sole and exclusive property of Contractor. BPTC has no proprietary or intellectual property rights title or interest in the Software Products or any Updates, Upgrades, or any modification to the Software Products or associated documentation. Unless ordered by a court of competent jurisdiction, BPTC shall not at any time disclose, furnish or make available to anyone the source and executable code of the software or related documentation or other confidential information of Contractor. BPTC's use of the Software Products and any Updates, Upgrades, and any other modification to the Software Products and associated documentation shall be subject to the terms and conditions of the System Subscription Agreement, attached hereto as **Exhibit G**.

ARTICLE X

MISCELLANEOUS

Section 10.01 Remedies Cumulative. Except as otherwise expressly stated herein, the rights and remedies of the Parties under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in the Agreement, by law, or in equity. Any single or partial exercise by a Party of any right under this Agreement, or any failure to exercise or delay in exercising any such right, shall not be or be deemed to be a waiver of, or to prejudice any other rights or remedies to which such Party may be entitled.

Section 10.02 Time of Essence. Time shall be of the essence of this Agreement.

Section 10.03 Independent Contractor. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Contractor is an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors and

subcontractors of Contractor and not of BPTC. BPTC shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement. Contractor shall supply all of its own equipment to meet its obligations under this Agreement, except as otherwise expressly specified in this Agreement.

Section 10.04 Further Assurances. Upon each Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Section 10.05 Entire Agreement; Conflicts.

(a) Should any provision of this Agreement conflict with provisions of the System Support Agreement, attached hereto as **Exhibit F**, the provisions of the System Support Agreement shall govern.

(b) Subject to the stipulations of the above Section 10.05(a), this Agreement, including and together with all Exhibits, schedules, attachments, and appendices hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all other prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Section 10.06 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, Notice given by facsimile or email (with confirmation of transmission), will satisfy the requirements of this Section 10.06. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to BPTC:

Bloomington Public Transportation Corporation
Attn: _____
130 W. Grimes Lane
Bloomington, IN 47403

If to Contractor:

ETA Phi Systems, Inc.
Attn: Nicole Castonguay, CEO
7700 Congress Ave.
Suite 2201
Boca Raton, FL 33487

Section 10.07 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (a) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.08 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Section 10.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 10.10 Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

Section 10.11 Waiver.

(a) No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the Parties.

Section 10.12 Assignment. Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without BPTC's prior written consent, such consent not

to be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. Moreover, BPTC may assign its rights and obligations under this Agreement without Contractor's consent upon written notice to Contractor. Notwithstanding the foregoing, Contractor may assign this Agreement to its successor in the event of a reorganization or merger, or to any purchaser of all, or substantially all, of the assets to which this Agreement relates; provided that written notice of such assignment shall be provided to BPTC; and further provided, that such transaction does not result in a materially adverse financial obligation to BPTC.

Section 10.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

Section 10.14 No Third-Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement benefits solely the Parties to this Agreement, the Indemnified Parties, and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.15 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Indiana, without regard to the conflict of laws provisions thereof.

Section 10.16 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the state and federal courts sitting in Monroe County, Indiana, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

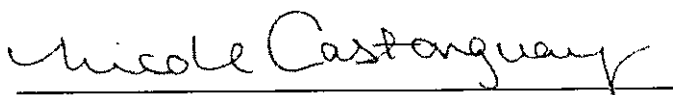
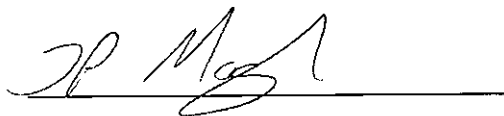
Section 10.17 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date set forth above.

WITNESS:

ETA PHI SYSTEMS, INC.

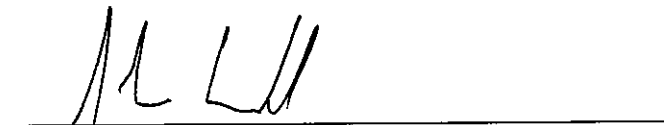
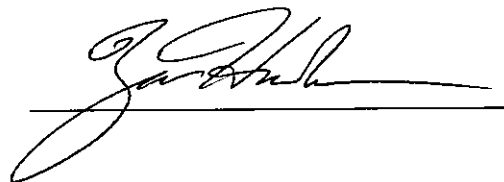


Name: Nicole Castonguay

Title: CEO

WITNESS:

**BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION**



Name: John Connell

Title: General Manager, BPTC

INTERLOCAL AGREEMENT TO EXERCISE ETA PHI SYSTEMS, INC. DBA ETA TRANSIT SYSTEM OPTIONS

This Interlocal Agreement ("Agreement") is made and entered into on July 28, 2026, by and between the City of McAllen, (herein referred to as "City of McAllen or "The City"), located at 1300 Houston Avenue, City Hall, 2nd Floor, McAllen, Texas 78501 and Bloomington Public Transportation Corporation ("BPTC"), an Indiana public transportation corporation, located at 130 W Grimes Ln, Bloomington IN 47403 (each herein referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs the City of McAllen's Use (defined below) of BPTC's options under its contract with ETA Phi Systems, Inc. dba ETA Transit Systems ("ETA"), a Florida corporation, located at 6420 Congress Ave., Suite 1850, Boca Raton, FL, 33487, limited as set forth herein.

WHEREAS, Bloomington competitively procured a Computer-Aided Dispatch/Automatic Vehicle Location ("CAD/AVL") System with ETA Phi Systems, Inc. dba ETA Transit Systems (the "Contract"), in accordance with applicable federal, state, and local procurement requirements;

WHEREAS, the Contract includes option quantities and provisions permitting the purchase of additional CAD/AVL equipment, software, licenses, implementation services, and related components;

WHEREAS, Bloomington has determined that it does not require all remaining option quantities available under the Contract and is willing to assign a portion of such options to McAllen;

WHEREAS, McAllen desires to acquire thirty (30) CAD/AVL systems and related components through the exercise of assigned options under the Contract;

WHEREAS, the Parties desire to cooperate to maximize the benefits of a competitively procured contract, avoid duplication of procurement efforts, and promote efficient use of public resources; and

WHEREAS, the Parties acknowledge that the Federal Transit Administration ("FTA") permits the assignment and exercise of options under properly procured contracts when such assignment is authorized by the contract and applicable procurement requirements are satisfied.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to facilitate the assignment by Bloomington to McAllen of the contractual right to exercise options under Bloomington's Contract with ETA Transit Systems for the procurement of thirty (30) CAD/AVL systems and associated equipment, software, services, and licenses.

ARTICLE II ASSIGNMENT OF OPTIONS

Bloomington hereby assigns to McAllen the right to exercise options under the Contract for the procurement of thirty (30) CAD/AVL systems and related components, subject to the terms and conditions of the Contract.

Bloomington represents that:

- a. The Contract was competitively procured;
- b. The Contract contains all required federal clauses applicable to the procurement;
- c. The Contract includes option quantities available for assignment;
- d. Bloomington has authority under the Contract to assign the options to McAllen; and
- e. Bloomington has approved McAllen's use of the assigned options.

ARTICLE III EXERCISE OF OPTIONS

Upon execution of this Agreement, McAllen may directly negotiate, execute, and administer any purchase order, amendment, option exercise, or related procurement document with ETA Transit Systems for the assigned option quantities.

McAllen shall be solely responsible for determining that the procurement complies with all applicable federal, state, and local requirements.

ARTICLE IV FINANCIAL RESPONSIBILITY

McAllen shall be solely responsible for all costs associated with the acquisition, implementation, licensing, maintenance, support, and operation of the CAD/AVL systems procured through the assigned options.

Bloomington shall bear no financial responsibility for any purchases made by McAllen pursuant to this Agreement.

McAllen shall contract directly with ETA Transit and shall make all payments directly to ETA Transit Systems.

ARTICLE V CONTRACT ADMINISTRATION

Following assignment of the options, Bloomington shall have no responsibility for:

- Administration of McAllen's purchase;
- Acceptance of equipment or services;
- Payment disputes;

- Warranty claims;
- Maintenance or support obligations; or
- Any claims arising from McAllen's exercise of the options.

McAllen shall administer its own procurement and contractual relationship with ETA Transit Systems.

ARTICLE VI FTA COMPLIANCE

The Parties acknowledge that McAllen intends to utilize federal funding for all or a portion of the procurement.

McAllen shall be responsible for conducting and documenting any required due diligence review and determining compliance with FTA Circular 4220.1F, applicable federal statutes, regulations, and guidance concerning the assignment and exercise of options.

ARTICLE VII LIABILITY

To the extent permitted by law, each Party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and contractors.

Nothing herein shall be construed as a waiver of any governmental immunity, limitation of liability, or defense available to either Party under applicable law.

ARTICLE VIII TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect until completion of McAllen's procurement under the assigned options unless earlier terminated by mutual written agreement.

ARTICLE IX ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the assignment of contract options and supersedes any prior discussions or understandings relating thereto. Amendments to this Agreement must be in writing and executed by authorized representatives of both Parties.

**ARTICLE X
AUTHORITY**

Each individual executing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION

By: _____

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

Isaac J. Tawil, City Manager

Approved as to form:

Evaristo Garcia, Jr., Deputy City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.H.

DATE SUBMITTED

07/17/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award of Contract for the Purchase of a Computer-Aided Dispatch / Automated Vehicle Location (CAD-AVL) System (Project No. 07-26-S103-01).
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request: The Transit Department is committed to making improvements to the Metro McAllen system for efficiency, effectiveness, and overall customer satisfaction.
5. Fiscal Impact Summary: This will be a Piggyback Purchase as allowed by the FTA, for 30 systems from ETA Phi Systems Inc., out of Boca Raton Florida in the amount of \$584,345.00. This project is funded at 100% by a Federal Transit Administration grant.. Accoun t# 558-4760-446-66-20-EO2403
6. Budgeted: Yes

Bid Amount:	<u>\$584,345</u>	Budgeted Amount:	<u>\$584,345</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 - 07/17/2026
Mario Delgado	Approved - 07/17/2026
Angie Rodriguez	Approved - 07/20/2026
Sonia Resendez	Approved - 07/20/2026
Gerardo Noriega	Approved - 07/21/2026
Juan Olaguibel	Final Approval - 07/21/2026
8. Staff Recommendation: Authorize Award of Contract to ETA Phi Systems Inc., in the amount of \$584,345.00
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: Authorization for Award of Contract for CAD/AVL System with ETA Phi Systems Inc.

- **Goal** – The Transit Department is committed to making improvements to the Metro McAllen system for efficiency, effectiveness, and overall customer satisfaction.
- **Background: New Freedom Funds** – The Transit Department needs to purchase a CAD/AVL System for its Metro McAllen fixed route buses. The CAD/AVL systems will allow Transit to better track it's fleet, improve on time performance, and provide additional amenities to passengers for a better riding experience. This will be a Piggyback Purchase as allowed by the FTA, for 30 systems from ETA Phi Systems Inc., out of Boca Raton Florida in the amount of \$584,345.00. This project is funded at 100% by a Federal Transit Administration grant.
- **Options**
 - **Option 1** – Authorize Award of Contract to ETA Phi Systems Inc., in the amount of \$584,345.00
 - **Option 2** – Disapprove the item and seek other options.
- **Recommendation** – The Transit Department is recommending approval for award of contract to ETA Phi Systems Inc., as described above.

**ETA PHI SYSTEMS, INC.
SYSTEM SUBSCRIPTION AGREEMENT**

This System Subscription Agreement is entered into by and between Bloomington Public Transportation Corporation, with its principal place of business at 130 W. Grimes Lane, Bloomington, Indiana 47403 (“**BPTC**”), and ETA Phi Systems, Inc., a corporation duly organized and validly existing under the laws of the State of Florida, with its principal place of business at 7700 Congress Avenue, Suite 2201, Boca Raton, Florida 33487 (“**Contractor**”), effective as of December 18 2023 (this “**Agreement**”). BPTC and Contractor are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Contractor provides certain subscription services. Contractor submitted a proposal in response to BPTC’s Request for Proposal: CAD/AVL System Replacement, released June 16, 2023 (a copy of which is attached hereto as **Exhibit H**), offering to provide those certain subscription services consistent with the Scope of Work and subscription services as described in Article IV and other related services in connection therewith (“**Contractor’s Proposal**”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, BPTC and Contractor were able to agree on the terms and conditions of this Agreement and now wish to memorialize such agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the Parties as follows:

AGREEMENT:

ARTICLE I

SCOPE OF WORK; DEFINITIONS; INCORPORATION OF EXHIBITS AND ATTACHMENTS

Section 1.01 Definitions. The following definitions shall apply to this Agreement:

“**Hardware Products**” means the Contractor components and other devices comprising the system identified in the Quotation or Purchase Order, attached hereto as **Exhibit B**.

“**Software Products**” means the modules of ETA’s SPOT™ Intelligent Transit Systems (ITS) application identified in the Quotation or Purchase Order, attached hereto as **Exhibit B**.

“**Intellectual Property**” means software source code, software updates and upgrades, copyrights, trademarks, and service marks (whether registered or unregistered), trade secrets, patents, patent applications, contract rights, know-how and other proprietary rights.

“**Data**” means all data stored in Contractor’s database for BPTC.

“Subscriber Materials” means the materials designated as such and provided by Contractor to BPTC regarding use of the system.

“Subscription Fee” means the annual service fee for the right to access and use the System set forth in the Quotation or Purchase Order, attached hereto as **Exhibit B**.

Section 1.02 Incorporation of Exhibits. The Exhibits to this Agreement, include each of the following, unless otherwise specified in this Agreement:

- (a) Exhibit A, Contractor’s Proposal
- (b) Exhibit B, Quotation or Purchase Order
- (c) Exhibit C, Federally Required Contract Affidavits/Agreements
- (d) Exhibit D, Insurance Verification
- (e) Exhibit E, E-Verify Affidavit
- (f) Exhibit F, System Support Agreement
- (g) Exhibit G, Sales Agreement
- (h) Exhibit H, Request for Proposal: CAD/AVL System

ARTICLE II

TERM; FEES; AND PAYMENT

Section 2.01 Term. This Agreement shall commence on December 18, 2023 (the **“Effective Date”**), and shall remain effective for a period of five years unless terminated in accordance with the below Article VI or extended by agreement of the Parties (the **“Term”**).

Section 2.02 Quotation. The Quotation or Purchase Order, attached hereto as **Exhibit B**, with its incorporated Milestone Payment schedule sets forth the Hardware Products, Software Products, and services to be delivered to BPTC under this Agreement or under the separately executed Sales Agreement, attached hereto as **Exhibit G**, along with the prices, and delivery terms and any additional terms applicable thereto. The Quotation or Purchase Order shall be valid for 60 days, and upon execution of this System Subscription Agreement or the separately executed Sales Agreement, shall constitute a binding purchase order. The Parties acknowledge and agree that Quotation or Purchase Order shall include the Hardware Products, Software Products and other services to be delivered under this Agreement or under the separate Sales Agreement, and any Hardware Products, Software Products, or other services not included in such Quotation or Purchase Order shall require a separate Quotation or Purchase Order mutually agreed upon in writing by the Parties.

Section 2.03 Fees. All fees and charges (including the Subscription Fee) are “net” and are not subject to set-off or reduction. The initial Subscription Fee is due upon execution of this Agreement and all other fees and charges are due as provided in the Quotation or Purchase Order, attached hereto as **Exhibit B**. By executing this agreement, BPTC agrees that invoices shall be

submitted based on the Milestone Payment Schedule included in the referenced quotation; provided, however, that in the case that this Agreement is terminated early in accordance with the below Article VI, BPTC shall not be charged fees, nor held responsible in any way, for any subscriptions, services, licenses, rights and privileges that either Party planned for BPTC to receive, use, or benefit from after the date of termination (e.g, no monthly or annual fees will be charges to BPTC for dates after this Agreement's termination). Notwithstanding the foregoing, and for the sake of clarity, upon the date of termination of this Agreement or a service, as the case may be, all applicable subscriptions, services, licenses, rights and privileges granted to BPTC under this Agreement shall cease and all fees and charges for such services up to and including the date of termination and all other amounts owing by BPTC shall be immediately due and payable.

Section 2.03 Payment. All payments due pursuant to this Agreement shall be submitted within 45 days from the date the invoice was submitted by Contractor to BPTC. All payments received more than 45 days after the invoice date shall be subjected to daily interest on outstanding amounts, at the interest rate of 2.0% per month or, if such amount is not permitted by governing law, the highest rate permitted by law, from the due date until paid in full and any and all collection incurred by Contractor, including, without limitation, reasonable legal costs, as a result of BPTC's failure to pay.

Section 2.04 Taxes. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority related to the Agreement.

Contractor will withhold, and require its employees or subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

ARTICLE III

LEGAL COMPLIANCE

Section 3.01 Compliance with Federal Laws. Contractor shall comply with all laws, regulations, and orders relating to this Agreement and the services, including those applicable provisions in **Exhibits C, F, and G** attached hereto, which are an integral part of this Agreement and are hereby incorporated herein by reference with the same effect as if it were fully set forth verbatim in this Section 3.01.

For purposes of the Exhibits all references therein to "Contractor" or "Offeror" shall be deemed to be references to Contractor and all references therein to "Contract" shall be deemed to be references to this Agreement (together with all schedules, exhibits, and other attachments hereto). Without limiting the generality of the foregoing, all applicable contractual provisions required by the Federal Transportation Agency ("FTA") shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Customer requests which would cause Customer to be in violation of the applicable FTA terms and

conditions.

Contractor must verify through Affidavit, incorporated in **Exhibit E**, that it does not knowingly employ any unauthorized aliens. Pursuant to Indiana Code I.C. §22-5-1.7, Contractor is required to utilize the U.S. Department of Homeland Security's **E-Verify** system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 3.02 Application of BPTC's Rules to Contractor's Personnel. All policies and procedures applicable to the employees of BPTC regarding their conduct in connection with the business and affairs of BPTC shall, insofar as the same shall be required by BPTC, be applicable to Contractor and Contractor's personnel while on BPTC properties or premises. It is the responsibility of Contractor's personnel to familiarize themselves with all such policies and procedures, which BPTC will make available to Contractor. In the event that any of Contractor's personnel fails or refuses to abide by such policies and procedures, Contractor shall ensure that such person no longer performs any services for BPTC, and such person may be removed from or not admitted to BPTC's properties or premises. BPTC shall have no liability in connection with the foregoing. If requested by BPTC, Contractor shall provide a criminal background or security check of the Contractor's personnel. BPTC may disallow admittance to any of Contractor's personnel to BPTC's properties or premises where such person does not meet BPTC's security requirements or internal expectations.

Section 3.03 Subcontracting. Contractor may not subcontract any obligations related to this Contract without first obtaining consent in writing from an authorized agent of BPTC, such consent shall not be unreasonably withheld. All authorized subcontracts will require that the subcontractor be bound by and subject to all of the terms and conditions of this Agreement. No subcontract or order will relieve Contractor from its obligations to BPTC, including Contractor's insurance and indemnification obligations, and no subcontract or order will bind BPTC.

ARTICLE IV

SCOPE OF WORK; SUBSCRIPTION SERVICES

Section 4.01 General. Contractor will provide BPTC with activation of, and 24/7 access to Contractor's SPOT™ Intelligent Transit Systems (ITS) application, provided BPTC is not in breach of any obligation under this agreement. Ongoing support services shall be provided in accordance with the System Support Agreement between the parties, attached hereto as **Exhibit F**.

Section 4.02 Subscription Services. Contractor grants BPTC a limited right to access and use its SPOT® Intelligent Transit Systems (ITS) application and related software as detailed in the Quotation or Purchase Order, attached hereto as **Exhibit B**, during the Term exclusively for the Hardware and Software Products and associated services listed on the referenced Quotation or Purchase Order. All rights not expressly granted to BPTC are reserved to Contractor.

Section 4.03 BPTC Obligations.

(a) BPTC is responsible for maintaining internet access to Contractor's SPOT Server via an Internet Service Provider; Hardware and software to enable such connection; and any permission or authorizations required for such a connection.

(b) BPTC is responsible for ensuring that only authorized persons have access to Contractor's system and that BPTC's computer system and the connection to the SPOT Server is secure, without limitation.

(c) BPTC is responsible for ensuring that BPTC's password and all other means and methods of access to Contractor's system are kept absolutely confidential and that all users and drivers comply with the terms of the agreements entered into by Contractor and BPTC; ensuring that any telephone numbers or any information relating to the Contractor's system, the security of the system, the encryption methods used, and all or any other security features are kept absolutely confidential; and ensuring that the use of Contractor's system by BPTC is under the control and authority of a proper and adequately trained employee.

(d) BPTC will install, use, maintain, and remove the Hardware according to Contractor's specifications, safeguard the Hardware from loss or damage of any kind, and will not permit anyone other than an authorized representative of Contractor to perform any work on the hardware. BPTC agrees and understands that tampering with Hardware shall void all warranties. Except for ordinary wear and tear covered by the limited warranty, BPTC is responsible for all Hardware damaged, destroyed, lost, or stolen while in BPTC's possession and shall be liable for the cost of repair or replacement of the Hardware and remain responsible for the Subscription Fee during any such repair or replacement period.

(e) If BPTC is not the owner of the property upon which Hardware and Software are to be installed, BPTC shall obtain the written consent of the owner of the premises and/or property for Contractor personnel and/or its agents to enter the premises for the purposes of installing, maintaining, and retrieving the same.

Section 4.04 Data Storage.

(a) BPTC understands that unless BPTC purchases data retention services, Contractor will have the right to purge detailed packet data submitted by BPTC on a 90-day rolling schedule. ETA will retain summary data for the life of the Contract.

(b) Unless BPTC has made other arrangements in writing with ETA, all data submitted using the System may be purged as provided above. The BPTC must reaffirm this request annually during the renewal process.

(c) BPTC shall be solely responsible for printing data and inspection reports for vehicles involved in an accident. BPTC understands and agrees that ETA is not required to retain records except as provided in a separate agreement.

Section 4.05 Wireless Data Policies.

(a) BPTC understands and agrees that BPTC has no contractual relationship with a wireless carrier and BPTC is not a third-party beneficiary of any agreement between Contractor or a Contractor agent and a wireless carrier.

(b) BPTC understands and agrees that the underlying wireless carrier shall have no legal, equitable or other liability of any kind to BPTC.

(c) Subject to FCC Number portability rules, BPTC has no property or other rights in any Number assigned to it and BPTC understands that any such Number can be changed from time to time.

(d) BPTC agrees that Contractor and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by force majeure.

(e) BPTC understands and agrees that the liability and obligation of Contractor to BPTC for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction.

(f) In no event shall Contractor and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by BPTC in connection with Service.

Section 4.06 Ownership. BPTC grants Contractor the right to use all data submitted to the System for any and all purposes, including to purge such data as provided in Section "Data Storage" and to create compilations of such data as long as Contractor will not identify the data source as being from the BPTC nor portray the data in such a manner as to identify the BPTC. BPTC agrees that Contractor shall own all compilations of the data created by or for Contractor.

(a) Contractor's system and the components provided by Contractor for the BPTC's use are protected by patent, copyright, trade secret, trademark, international treaties, and other laws. BPTC agrees that Contractor owns all proprietary rights in Contractor's system and any corrections, enhancements, updates, or other modifications, including custom modifications, thereto, whether made by Contractor or any third party.

(b) At all times during and after the termination or expiration of this Agreement, BPTC, its employees, and agents shall maintain the confidentiality of trade secret information. BPTC shall not disclose any such proprietary information concerning the Contractor's system, including any flow charts, logic diagrams, user manuals, and screens, to persons not an employee of BPTC without the prior written consent of Contractor.

Section 4.07 Intellectual Property. BPTC acknowledges and agrees that its rights with respect to Hardware Products, are limited to the right to use the same with Contractor's system. The Hardware and Software Products contain trade secrets, know-how and other intellectual property belonging to Contractor. Under no circumstances shall BPTC sell or transfer any purchased Hardware or Software Products, reconstruct or repair such Hardware or Software Products, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

ARTICLE V

INDEMNIFICATION; INSURANCE

Section 5.01 Indemnification.

(a) Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold the other Party, its shareholders, directors, members, managers, officers, employees, and agents (collectively, the “**Indemnified Parties**”) harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, which may arise out of or result from (i) the negligent acts or willful misconduct made by the Indemnifying Party or its personnel in connection with this Agreement or the goods or services rendered hereunder; (ii) any breach of or inaccuracy in any covenant, representation, or warranty made by the Indemnifying Party in this Agreement; or (iii) any failure of the Indemnifying Party or its personnel to comply with any applicable state or federal laws.

(b) The Indemnifying Party’s defense obligation for any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against any Indemnified Parties shall be at the Indemnifying Party’s own cost, expense and risk. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against any Indemnified Party in any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by any Indemnified Parties in connection therewith or in enforcing the indemnity herein provided.

(c) Each Party’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party or any other Indemnified Party, and the amount and type of insurance coverage requirements set forth in **Exhibit H** will in no way be construed as limiting the scope of the indemnification obligations under this Agreement.

(d) The provisions of this Section will survive any termination or expiration of this Agreement.

Section 5.02 Insurance.

(a) General. During the term of this Agreement (and, in any event, prior to the commencement of any services or work under this Agreement), Contractor shall obtain and maintain in full force and effect, at its sole cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies of the kind and in the amount generally carried by reasonably prudent providers of services similar to the services provided hereunder, and, in any event will maintain the following insurance policies with the corresponding minimum amounts:

(i) General Commercial Liability Insurance – covering bodily injury and property damage at the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;

(ii) Professional Errors and Omissions Insurance – covering damages resulting from errors, omissions and negligent acts at the minimum amount of \$1,000,000.00 per claim; and

(iii) **Business Automobile Liability Insurance** – automobile liability for owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000.00 per occurrence.

(b) **Insurance Carrier.** All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in Indiana, and satisfactory to BPTC.

(c) **Evidence of Insurance.** Contractor shall furnish BPTC with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms approved by BPTC, attached hereto as **Exhibit D**. BPTC reserves the right to require complete, certified copies of all required insurance policies, at any time.

ARTICLE VI

TERMINATION; FORCE MAJEURE

Section 6.01 Termination for Cause. BPTC may terminate this Agreement, by providing 10 days written Notice to the other party:

(a) if Contractor repudiates any of its obligations under this Agreement;

(b) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(c) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under the related System Support Agreement entered into by the parties and attached hereto as **Exhibit F** and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(d) except as otherwise specifically provided under this Agreement if Contractor is in breach of any representation, warranty, or covenant under the related Sales Agreement entered into by the parties and attached hereto as **Exhibit G** and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding 60 days following Contractor's receipt of written notice of such breach;

(e) if Contractor fails to timely deliver services in a reasonable manner, or reasonably satisfy its obligations conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement;

(f) if Contractor becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(g) if Contractor fails to provide, within a reasonable time after request (but in no case exceeding 15 days after such request) with adequate and reasonable assurance of Contractor's financial and operational capability to timely perform its obligations under this Agreement.

Any termination under this Section will be effective upon receipt of a written Notice of termination or such later date (if any) set forth in such termination Notice.

Section 6.02 Termination for Convenience.

(a) BPTC may terminate this Agreement at any time and for any reason when it is in BPTC's interest by giving written Notice to the other party. Termination will be effective on the later to occur of either Contractor's receipt of BPTC's Notice of termination or such other later date (if any) set forth in such termination Notice.

(b) Within 30 days after the effective date of termination set forth in a Notice of termination sent by BPTC under this Section 6.02, Contractor may submit to BPTC a written Notice setting forth the following amounts, in reasonably sufficient detail to allow BPTC to verify such amounts (a "**Termination Claim**"): (i) the price under this Agreement for services rendered and accepted in accordance with this Agreement and for services performed hereunder prior to the date of such termination Notice from BPTC and not previously paid for, and (ii) Contractor's out-of-pocket costs for any supplies and materials incurred by Contractor as of the date of termination in furnishing services under this Agreement, to the extent such costs are reasonable in amount and are properly allocable or apportionable under GAAP to the terminated portion of this Agreement.

(c) Subject to the terms of this Section 6.02, if the Termination Claim is received by BPTC timely and BPTC verifies the costs set forth in the Termination Claim, BPTC shall pay to Contractor the amount due with respect to the Termination Claim, less any amounts owed by Contractor to BPTC within 30 days after BPTC completes its verification of the Termination Claim. Any payment of a Termination Claim will not be deemed a waiver of any of BPTC's other rights arising under this

Agreement or applicable law. Subject to Article VII, and unless otherwise stated herein, a Termination Claim is Contractor's sole remedy for termination of this Agreement solely with respect to this Section 6.02(b). Contractor's failure to timely submit a Termination Claim shall be a bar to any future action on such claim.

(d) Except as expressly provided in this Section 6.02, each Party will not be liable for and will not be required to make payments to the other Party, directly or on account of claims by each Party's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, or rental, unamortized depreciation costs, and general and administrative burden charges.

Section 6.03 Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement on written Notice to BPTC if BPTC is in material breach of any representation, warranty, or covenant of BPTC under this Agreement (including for non-payment of amounts owed by BPTC to Contractor hereunder), and either the breach cannot be cured, or, if the breach can be cured, it is not cured by BPTC within a commercially reasonable period of time (in no case exceeding 60 days) after BPTC's receipt of written Notice of such breach; provided, that remedies for non-payment shall be subject to Section 2.03.

Section 6.04 Effect of Expiration or Termination. Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement, at law, in equity, under the System Support Agreement (**Exhibit F**), or otherwise or relieve either Party of any obligation incurred prior to the effective date of such termination.

Section 6.05 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). Contractor's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Contractor under this Section 6.05. Contractor shall give BPTC prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Contractor shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. If requested by BPTC, Contractor shall, within three days of such request, provide adequate assurances that a Force Majeure Event will not exceed 30 consecutive days. If the delay lasts more than such 30-day period, or if Contractor does not provide such adequate assurances, BPTC may immediately terminate this Agreement.

ARTICLE VII

LIMITATION OF LIABILITY

Section 7.01 EXCEPT AS OTHERWISE SET FORTH IN SECTION 7.03, IN NO EVENT WILL EITHER PARTY OR ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, OR OTHER REPRESENTATIVES SHALL BE

LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR EITHER PARTY WAS FORESEEABLE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 7.02 EXCEPT AS OTHERWISE SET FORTH IN SECTION 7.03, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 7.03 Nothing in this Agreement shall be construed as limiting or restricting a Party's liability for death or personal injury resulting from its gross negligence or wilful misconduct, non-payment of amounts owed hereunder, or the obligation to indemnify the other Party hereunder.

ARTICLE VIII

CONFIDENTIALITY

Section 8.01 Scope of Confidential Information. From time to time during the Term, each Party may disclose or make available to other Party information about the other Party's business affairs, goods and services, confidential information, and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article VIII by such Party or any of such Party's personnel, (ii) is or becomes available to such Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was or is independently developed by such Party without reference to or use of, in whole or in part, any of the other Party's Confidential Information; or is required to be disclosed pursuant to applicable law.

Section 8.02 Confidentiality and Non-Disclosure Obligations.

(a) Each Party shall (i) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as the other Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use Confidential Information, or permit it to be

accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to such other Party's personnel who need to know the Confidential Information to assist the receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

(b) Each Party further covenants not to disclose or otherwise make known to any person or entity nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of the other Party or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by such other Party.

Section 8.03 Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by the other Party of any of its obligations under this Article VIII would give rise to irreparable harm to such Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such other Party of any such obligations, each such Party shall, in addition to any and all other rights and remedies that may be available to each such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that the other Party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article VIII.

Section 8.04 Additional Terms.

(a) Each Party shall be responsible for any breach of this Article VIII caused by any of each such Party's personnel.

(b) The provisions of this Article VIII shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Remedies Cumulative. Except as otherwise expressly stated herein, the rights and remedies of the Parties under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in the Agreement, by law, or in equity. Any single or partial exercise by a Party of any right under this Agreement, or any failure to exercise or delay in exercising any such right, shall not be or be deemed to be a waiver of, or to prejudice any other rights or remedies to which such Party may be entitled.

Section 9.02 Time of Essence. Time shall be of the essence of this Agreement.

Section 9.03 Independent Contractor. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary

relationship between the Parties. Contractor is an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors and subcontractors of Contractor and not of BPTC. BPTC shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement. Contractor shall supply all of its own equipment to meet its obligations under this Agreement, except as otherwise expressly specified in this Agreement.

Section 9.04 Further Assurances. Upon each Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Section 9.05 Entire Agreement; Conflicts. This Agreement, including and together with all Exhibits, schedules, attachments, and appendices hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all other prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Section 9.06 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, Notice given by facsimile or email (with confirmation of transmission), will satisfy the requirements of this Section 9.06. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to BPTC:

Bloomington Public Transportation Corporation
Attn: John Connell
130 W. Grimes Lane
Bloomington, IN 47403

If to Contractor:

ETA Phi Systems, Inc.
Attn: Nicole Castonguay, CEO
7700 Congress Ave.
Suite 2201
Boca Raton, FL 33487

Section 9.07 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (a) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 9.08 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Section 9.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 9.10 Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

Section 9.11 Waiver.

(a) No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the Parties.

Section 9.12 Assignment. Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without BPTC's prior written consent, such consent not

to be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. Moreover, BPTC may assign its rights and obligations under this Agreement without Contractor's consent upon written notice to Contractor. Notwithstanding the foregoing, Contractor may assign this Agreement to its successor in the event of a reorganization or merger, or to any purchaser of all, or substantially all, of the assets to which this Agreement relates; provided that written notice of such assignment shall be provided to BPTC; and further provided, that such transaction does not result in a materially adverse financial obligation to BPTC.

Section 9.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

Section 9.14 No Third-Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement benefits solely the Parties to this Agreement, the Indemnified Parties, and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.15 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Indiana, without regard to the conflict of laws provisions thereof.

Section 9.16 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the state and federal courts sitting in Monroe County, Indiana, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

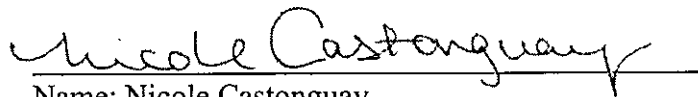
Section 9.17 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date set forth above.

WITNESS:

ETA PHI SYSTEMS, INC.

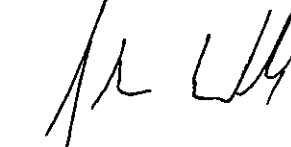
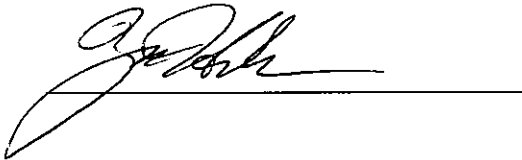


Name: Nicole Castonguay

Title: CEO

WITNESS:

**BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION**



Name: John Connell

Title: General Manager, BPTC



Agency: Metro Mcallen
Name: Mario Delgado
Email: mdelgado@mcallen.net
Terms: Reference milestone schedule.
Notes: Delivery is F.O.B. ETA Transit Systems, Inc. 6420 Congress Avenue Suite 1850 Boca Raton, FL 33487

Quotation #: 20260306-MM
Date: 7/1/26



IMPORTANT: The recent tariff policy may impact pricing and delivery schedule

etatransit.com

Received by: Christian G. Londono

Date: 03/06/2026

Fixed route base system

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Vehicle logic unit (VLU) hardware • GPS • Cellular communications • Vehicle I/O for 1708, DIO • Location services • Guaranteed delivery services • Route awareness services	1	30	\$ 1,669	\$ -	\$ 50,056	1
Rugged mobile data terminal (MDT) - 10" display • 10" viewable screen • Driver login module • Route selection module • 2-way messaging module • System status module • Electronic passenger counting module * Options available for additional modules	2	30	\$ 411	\$ -	\$ 12,330	1
MDT mounting kit • RAM® mount	3	30	\$ 180	\$ -	\$ 5,400	1
Master disconnect switch • to allow system to gracefully shut down	4	30	\$ 65	\$ -	\$ 1,935	1
Bus equipment and cable kits • Power harness • Antennas • *Roof mount antennas available as an Option (extension cable required)	5	30	\$ 383	\$ -	\$ 11,475	1
Hardware installation • Professional system installation • Vehicle testing and commissioning	6	30	\$ 300		\$ 9,000	3
Single sign-on integrated with existing digital signage • Integration of head signs with ITS • Cables	7	30	\$ 100		\$ 3,000	3

Single sign-on integrated with existing fare collection **OPTIONAL**

- Integration of digital fare collection system

NOTE: fare collection vendor may require agency to pay additional licencing fees

8	26	\$	150	\$	3,900	3
---	----	----	-----	----	-------	---

ETA understands that 26 buses require farebox integration

Implementation

- System setup
- Project management
- Manufacturing
- Training
- Travel
- Shipping

9	30	\$	500	\$	15,000	3
---	----	----	-----	----	--------	---

NOTE: pricing assumes that GTFS data is complete and valid.

Missing, invalid, or incomplete GTFS data may incur additional charges

Annual SaaS SPOT™ ITS

- SPOT Administrative Console
- Bus tracker web site
- Native apps for Android and iOS
- Unlimited user accounts
- Data retention for the life of the contract
- Hosting
- Free bi-monthly software enhancements
- Technical support
- Daily backups
- GTFS-rt (hosted by agency)
- API calls and Google map credits *

10	360	\$	150	\$	54,000	6
----	-----	----	-----	----	--------	---

** ETA shall provide an API key to the customer for customer use.
3rd party, for profit, businesses will be required to pay ETA directly for API access*

** ETA customers utilize an average 5 million API calls per month.
Customer shall be afforded an average of 10 million API calls per month. Additional charges may be incurred for API usage that exceeds that value*

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL	\$166,096
----------	-----------

SALES TAX	INCLUDED
-----------	----------

Base system total (YEAR 1)	\$166,096
----------------------------	-----------

Onboard announcements

Product	Item #	Qty.	Price	Tax	Total	Mile
Public address amplifier						
• Support automatic onboard announcements						
• Capable of interior and exterior audio	1	0	\$ 228	\$ -	\$ -	1

*ETA expects to reuse existing PA amplifiers
Shall be quoted on an as-needed basis only*

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Stereoscopic automatic passenger counter integration with existing sensors						
• Priced per bus/door	1	16	\$ 1,156	\$ -	\$ 18,493	1
8 2-door buses require new sensors. Integration with existing sensors on the remaining 22 buses						
5 port Ethernet switch	2	8	\$ 188	\$ -	\$ 1,500	1
• Connects multiple APCs						
Ethernet switch installation	3	8	\$ 150		\$ 1,200	3
• Professional installation						
APC cable kits - Front Door						
• APC Front Power and Data Cable 100555	4	30	\$ 50	\$ -	\$ 1,485	1
• APC Power Splitter 100208						
• 25 Ethernet Cable 1000173						
APC cable kits - Rear Door						
• APC Rear Power and Data Cable 100556	5	30	\$ 75	\$ -	\$ 2,250	1
• Rear APC Extension 100207						
• 50 Ethernet Cable 100069						
Cable installation						
• Professional installation	6	60	\$ 250		\$ 15,000	3
• Vehicle testing and commissioning						
Implementation						
• System setup	7	30	\$ 250		\$ 7,500	3
• Project management						
• Manufacturing						
• Training						
• Testing						
• Documentation						
• Travel						
Annual SaaS and Maintenance: APC SaaS						
• Ridership analytics with NTD reports	8	360	\$ 30		\$ 10,800	6
• Priced per bus, per month						
• Hosting						
• System maintenance and upgrades						
(Qty. equals number of vehicles X 12 months)						
Tax exempt certificate required for sales tax to be waived.				SUBTOTAL	\$58,228	
				SALES TAX	INCLUDED	
				APC total (YEAR 1)	\$58,228	

Selected packages - Year 1

Package	Qty	Total
Fixed route base system	1	\$ 166,096
Onboard announcements	1	\$ 47,177

Automatic passenger counting	1	\$	58,228
Year 1 total price			\$ 271,501

Package	Required Term		
Year 2: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts	Required	\$	74,778.00
Year 3: includes all annual recurring costs, maintenance, software upgrades, and support. Extended warranty available as an option.	Required	\$	77,021.34
Extended warranty available as an option.	Required	\$	79,331.98
Year 5: includes all annual recurring costs, maintenance, software upgrades, and support. Extended warranty available as an option.	Required	\$	81,711.94
Total 5 year price			\$ 584,345

MILESTONE SCHEDULE

Milestone	Description	Total	Deliverables
1	System design (50% of Implementation costs)	\$ 32,500	Pre-installation site visit and documentation
3	Hardware components	\$ 133,901	Hardware delivery to customer location
4	Installation and vehicle static test (25% of Implementation costs)	\$ 16,250	Hardware installation on first vehicle (by bus type) and static test report
5	Dynamic testing and training (25% of Implementation costs)	\$ 16,250	Dynamic test procedure report, training and manuals
6	Recurring items: Year 1	\$ 72,600	After 2 week burn-in (from customer-witnessed test) warranty; SaaS anniversary begins
7, 8, 9, 10	Recurring items: Years 2–5	\$ 312,843	Each SaaS anniversary
GRAND TOTAL 5 YEARS			\$584,345

PREPARED BY:

NAME: Christian Londono
TITLE: Senior Customer Success Manager
PHONE: 561.778-5840
EMAIL: clondono@etatransit.com



Terms and conditions of sale

Pricing is valid for 30 days from the date of this document.

Unit prices are valid only for the total number of units quoted. Lesser quantities or term may require a higher price.

Prices in this quotation are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities herein. Changes to packages and/or quantities may require a revised quotation.

No refund shall be provided for returned parts without written authorization from authorized ETA representatives.

Estimated lead time for delivery is 16 weeks. A formal lead time estimate shall be provided by ETA ARO.

Delivery is F.O.B. ETA Transit Systems, Inc. 6420 Congress Avenue Suite 1850 Boca Raton, FL 33487

IMPORTANT: The recent tariff policy may impact pricing and delivery schedule

ETA TRANSIT SYSTEMS (ETA) WARRANTY POLICY

ETA guarantees that each product is free from defects in material and workmanship. ETA's warranty is in effect for two (2) years from the original ship date from ETA. ETA will furnish to customer its Warranty and Support agreement ARO or upon request

REVIEWED BY:

Nicole M Castonguay, CEO
ETA Transit Systems

Date:

ACCEPTED BY:

Signature: _____

Name and title: _____

Date: _____

METRO McAllen, TX

Agreements: Sales, subscription, and support



etatransit.com

What drives you?



Sales agreement

Parties

This Sales Agreement (“Agreement”) is made on this__ day of_____, 2026 (the execution date) between ETA Phi Systems, Inc. dba ETA Transit Systems, a Florida corporation (“ETA”) having an office at 6420 Congress Ave., Suite 1850, Boca Raton, FL, 33487 and _____ (“Customer”) having an office at_____.

Overview

WHEREAS Customer desires to obtain certain goods and services; and

WHEREAS ETA desires to provide such goods and services under terms and conditions set forth herein. NOW,

THEREFORE, in consideration of the respective covenants and agreements of the Parties contained

herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, it is agreed as follows:

Definitions

The following definitions apply to this Agreement:

“Confidential Information” means any and all of the following, disclosed by one party to the other party orally, in writing or in any form which is either: (i) marked or identified as “confidential” at the time of disclosure, or (ii) of a nature that a reasonable business person would understand, under the circumstances, to be confidential or proprietary; and (iii) all software, research and development information, know-how, methodologies, materials, formulae, templates, brochures, configurations, books, compositions, manufacturing and production processes and techniques, technical data, training curricula, improvements, designs, drawings, specifications, customer and supplier lists and information (including, but not limit to, all account information, files, programs, plans, data and related information), sales data and plans, pricing and cost information, strategic plans, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical,

Initials: ____



operating an service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs and related documentation or other information disclosed in connection with the performance of this Agreement or any quotation or product order. The following information shall be deemed Confidential Information whether or not marked or identified as such: (a) Hardware Products and Software Products, including any related software code or documentation; (b) the terms of this Agreement including all quotations and purchase orders and pricing thereto; and (c) ETA's roadmaps, product pans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed.

"Customer Identifiable Data" means personal information of Customer's customer(s) that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an authorized user by or through the ETA Services.

"ETA Services" means the items labeled as "NRE", "Maintenance", "Support", "Project Management", "Training", "Education", "Travel", "Handling" of "Installation" on the Quotation or Purchase Order attached as Exhibit 1. Certain rights and obligations applicable specifically to some ETA Services are included in the attached System support agreement between the parties.

"Hardware Products" means the items labeled as "Products", "Hardware" or "Devices" on the Quotation or Purchase Order attached as Exhibit 1.

"Intellectual Property" means all (i) ETA trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of the same; (ii) ETA inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefore, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) ETA Confidential Information, trade secrets and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists; (iv) ETA published and unpublished works



of authorship, whether copyrightable or not (including databases and other compilations of information) copyrights and database rights therein and thereto; and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (v) any right, title, and interest to the Hardware Products or Software Products, and (vi) moral rights, design rights, mask works, rights of privacy and publicity, and all other ETA intellectual property rights.

“Software Products” means the items labeled as “Software”, “Software Licenses”, “Software Modules” or “SPOT” on the Quotation or Purchase Order attached as Exhibit 1. Certain rights and obligations applicable specifically to Software Products are included in the attached System subscription agreement (when applicable).

Term, termination, and renewal

Term

The term of this Agreement shall begin on the execution date and continue for a period of **FIVE (5) years** beginning on the execution date of this contract unless terminated or extended by mutual written agreement of the parties, or as otherwise provided for herein (the “Initial Term”).

Annual renewal and termination

This agreement shall renew automatically for one year upon expiration of the current term, and for one year periods thereafter, unless written notice is provided 60 days prior to the expiration date. ETA will invoice the renewal prior to the expiration date at an increase rate of no greater than 5 percent.

Termination

This Agreement shall terminate in each of the following events:

- a) at the option of either party if the other party materially defaults in the reasonable performance or observance of any of its obligations hereunder and fails to remedy the default within 60 days after receiving written demand therefor; or
- b) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors; or
- c) at the option of ETA if Customer breaches any of its obligations under sections “Price and Payment” or “Intellectual Property” of this Agreement; or
- d) at the option of ETA if Customer infringes, misappropriates or otherwise violates ETA’s intellectual

Initials: ____



property, the licenses granted by ETA to Customer hereunder, or any unauthorized disclosure of ETA's Confidential Information.

- e) Termination for Convenience – Customer may terminate the Agreements, in whole or in part, with 90 days written notice to ETA. Upon notice of Termination, ETA shall provide a cost estimate to Customer due to early termination that will include the following: ETA shall be paid (i) for all work performed by ETA up to the date of termination; (ii) the cost to terminate contracts that support ETA's provision of the work; (iii) Sunk Costs; and (iv) any other unavoidable costs or expenses incurred by ETA as a result of termination. "Sunk Costs" means all costs committed, incurred or expended by ETA (i.e. money that has already been spent or committed costs) and supply chain costs which cannot be recovered and include, but are not limited to, the costs of materials/products that can't be returned, sold or used for other contracts, and profit on work performed up to the time of termination. ETA shall promptly submit its termination claim to Customer for consideration. Upon approval by the City, the termination process will commence and the amount due will be paid by the City. If ETA has any property in its possession belonging to the City, ETA will account for the same and dispose of it in the manner of Customer directs.

Suspension of obligations

If either party should materially default in the reasonable performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied in accordance with the applicable cure provisions herein, but this Section shall not permit the Customer to suspend its obligation to make payments that are due and owing.

Return of software

If Customer discontinues use of ETA's software or in the event of termination of this Agreement; Customer shall immediately uninstall, delete, and return to ETA all Software and any copies thereof and certify in writing to ETA that Customer has done so.

Price and payment

The amounts to be invoiced by ETA to Customer shall be in accordance with the Quotation.

By executing this Agreement, Customer agrees that payment shall be made by Customer based on the Milestone Payment Schedule included in the Quotation and such payments shall be due within thirty (30) days



of the date of the invoice for each such Milestone, in the amounts stated thereon. Invoices for additional services hereunder which are not included on the Milestone Payment Schedule shall be invoiced upon completion of work and shall be paid within 30 days of the date of the invoice, or as otherwise mutually agreed upon in writing by the parties.

All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on ETA's income.

All fees payable to ETA under this Agreement shall be paid by Customer to ETA in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

Piggyback Provision

This contract is intended to allow for cooperative use by other government entities, facilitating 'piggybacking' of its terms and conditions. While pricing shall strive to remain competitive, it is understood and agreed that adjustments may be necessary to reflect fluctuations in the market, including but not limited to, increases due to inflation or higher prices borne by the supplier. Any such price adjustments shall be reasonable and transparent, and the supplier shall provide supporting documentation upon request to substantiate the need for said adjustments.

Products and services

The Hardware Products, Software Products and ETAServices covered by this agreement shall be as set forth in the Quotation.

All warranties and maintenance and support rights and obligations related to Hardware Products, Software Products and ETAServices shall be as agreed and set forth in the attached System support agreement herein.

In all instances in which Software Products are included in the Quotation, certain rights, and obligations specific to those products shall be as set forth in the attached System subscription agreement herein.

Initials: ____

ETA responsibilities

Duty to inform

If, at any time during the performance of this Agreement ETA becomes aware of actual problems, faults, or defects in the Hardware Products, Software Products or ETA Services, or of any nonconformance with federal, state, or local laws, rules, or regulations, ETA shall give prompt written notice thereof to the Customer, and ETA shall take the appropriate measures to ensure correct such problems, faults, or defects and ensure conformance with federal, state or local laws, rules or regulations in all material respects in a commercially reasonable manner.

Information release

No information, news or press releases related to the subject of this Agreement shall be made without the mutual written consent of the parties.

Except for Confidential Information designated in writing as “not to be shared” by the Customer, ETA may share Customer information with, and fully cooperate with those corporations, firms, contractors, public utilities, government entities and persons required for completion of the ETA Services provided to Customer.

Responsibilities in attached agreements

ETA acknowledges that certain responsibilities related to Hardware Products, Software Products and ETA Services applicable to this Agreement are contained in the System subscription agreement and the System support agreement.

Customer responsibilities

Cooperation and Compliance

Customer shall at all times during the Term: (a) provide all cooperation and assistance as ETA may reasonable request to enable ETA to exercise its rights and perform its obligations under and in connection with this Agreement; and (b) ensure that Customer's use the Hardware Products, Software Products and ETA Services in full compliance with this Agreement and all applicable laws.

Corrective Action and Duty to inform

If, at any time during the performance of this Agreement Customer becomes aware of actual or



threatened problems, faults, or defects in the Hardware Products, Software Products or ETA Services, or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Customer has any objection to any decision or order made by ETA with respect to such laws, rules, or regulations, Customer shall give prompt written notice thereof to ETA, and shall cause Customer its users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable,, by discontinuing and preventing any unauthorized access to the Hardware Products, Software Products or ETA Services and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access).

Effect of Customer Failure or Delay

ETA is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").

Information release

No information, news or press releases related to the subject of this Agreement shall be made by either party without the mutual written consent of the parties.

Responsibilities in attached agreements

Customer acknowledges that certain responsibilities related to Hardware Products, Software Products and ETA Services applicable to this Agreement are contained in the attached System support agreement and the attached System subscription agreement.

Insurance

Insurance

ETA shall maintain insurances of the following types and minimum limits, as follows, for the term of this Agreement:

General Commercial Liability Insurance— covering bodily injury and property damage at the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Professional Errors and Omissions Insurance— covering damages resulting from errors, omissions and

Initials: ____



negligent acts at the minimum amount of \$1,000,000 per claim.

Business Automobile Liability Insurance— automobile liability for owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000 per occurrence.

Limitation of Liability; Disclaimer of Warranty

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO (I) ETA'S INDEMNIFICATION OBLIGATIONS AND (II) ETA'S NEGLIGENCE OR WILLFUL MISCONDUCT, ETA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS OR GOODWILL, WHETHER IN AN ACTION BASED ON ANY LEGAL THEORY, CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, ETA AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, OR OTHERWISE), SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO ETA FOR THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM IS DELIVERED IN WRITING BY CUSTOMER TO ETA.

Disclaimer of Warranties

EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ETA MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, ETA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ETA DOES NOT WARRANT THAT ETA PRODUCTS WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE TIMELY OR SECURE, OR ANY OF ITS SERVICE PROVIDERS BELIEVABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY AUTHORIZED USER'S DATA, FILES, OR PROGRAMS. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF ETA TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETA PRODUCTS AND SERVICES ARE PROVIDED "AS IS".

Intellectual property

As between ETA and Customer, all rights, title and interest to ETA's Intellectual Property (including, but not limited to the Hardware Products and Software Products) and technology, and any updates, upgrades, and any other modification to ETA's Intellectual Property and associated documentation shall be and remain the sole and exclusive property of ETA. The Customer has no proprietary or intellectual property rights title or interest in ETA's Intellectual Property or any updates, upgrades, or any modification to ETA's Intellectual Property or associated documentation. Unless ordered by a court of competent jurisdiction, Customer shall not at any time disclose, furnish or make available to anyone the source and executable code of the Software Products or related documentation or other Confidential Information of ETA. Customer's use of the Intellectual Property and any updates, upgrades, and any other modification to ETA's Intellectual Property and associated documentation shall be subject to the terms and conditions of the System subscription Agreement. Except for the rights expressly granted herein, ETA does not license or transfer to Customer or any authorized user of Customer, or other third-party, any rights to any of ETA's Intellectual



Property or technology.

Confidential Information

The Parties shall keep confidential the Confidential Information in perpetuity. The receiving party (the “Receiving Party”) will protect the other Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own Confidential Information of a similar nature, and with no less than reasonable care. The Receiving Party may not use such information for purposes other than the performance of its obligations under this Agreement, and, unless expressly authorized herein, the Receiving Party shall not use or disclose the Confidential Information of the other Party to any person or entity except to its own employees, agents, or representatives having a “need to know” such information, and after appropriate non-disclosure agreements have been executed. The Receiving Party shall be liable for any breach of its provision by its employees, agents, or representatives. However, the Receiving Party shall have no obligation to maintain Confidential Information that: (a) is or becomes publicly know or readily ascertainable by the public, and through no wrongful act of the Receiving Party, (b) is received by the Receiving Party from a third party without breaching an obligation owed to any other person, if the Receiving Party is not restricted by the third party from disclosing such information, (c) is independently developed by the Receiving Party, or (d) is required to be disclosed by Applicable Law. At the termination or expiration of this Agreement, the Receiving Party shall return to the other Party or certify the destruction of all Confidential Information received by the Receiving Party from the other Party.

Independent contractor

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner. ETA will be solely responsible for determining the manner and means of accomplishing its obligations hereunder. The Customer does not have the right to control or interfere with the manner or method of accomplishing ETA’s obligations.

General provisions

Notices and points of contact

Any notices regarding the Agreement must be in writing and will be deemed to have been delivered if sent by (i) electronic mail attachment, with confirmation of transmission; (ii) sent by the United States certified

Initials: ____



mail, return receipt requested, postage prepaid; or (iii) sent via a nationally recognized overnight courier service, in each case properly addressed to the party to receive the same as follows:

If to Agency: METRO McAllen, Texas
Address: _____
Attn: _____
Email: _____

With a copy to: METRO McAllen, Texas
Address: _____
Attn: _____
Email: _____

If to ETA: Address: _____
Attn: _____
Email: _____

Either Party may change its addressee or other information by providing written notice thereof to the other Party in the manner provided herein. Notices shall be effective upon receipt.

No assignment

Neither ETA nor Customer may assign the Agreement, nor the performance of any obligations hereunder, unless agreed to in advance in writing by the other party; provided, however, ETA may assign this Agreement as a result of a Change of Control. A “Change of Control” shall mean a transaction or series of transactions (i) pursuant to which control of ETA is acquired by persons or entities other than those who control ETA as of the Effective Date of this Agreement, or (ii) resulting in the sale of all or substantially of ETA’s assets.

Priority of agreements

Should any provision of this Agreement conflict with provisions of the attached System subscription agreement, the provisions of the System subscription agreement shall govern.

Should any provision of this Agreement conflict with provisions of the attached System support agreement,



the provisions of the System support agreement shall govern.

Severability

If any term, covenant, condition, or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall be in no way affected, impaired or invalidated.

Governing law

The validity, interpretation and performance of the Agreement shall be controlled and construed under the laws of the State of Texas.

Force Majeure

Except for any payment obligations, neither party shall be liable for, or be considered to be in breach or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, so long as such party uses commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

Authority

The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names and capacities stated herein.

ETA and Customer hereby agree to the provisions of this Agreement:

ETA Transit Systems, Inc.

METRO McAllen, Texas:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Initials: ____



System subscription agreement

Subscription agreement

Subscription

ETA grants Customer a limited revocable, non-exclusive, non-sublicensable, non-transferable license right to access and use its SPOT[®] Intelligent Transit Systems (ITS) application and related software as detailed in the referenced ETA Quotation during the Term and at the Location set forth above exclusively for the Hardware and Software Products and associated services listed on the referenced ETA Quotation. All rights not expressly granted to Customer are reserved to ETA.

Definitions

Customer Materials—means the materials designated as such and provided by ETA to Customer regarding use of the system.

Data - means all data stored in the database for Customer.

Subscription Fee - means the annual service fee for the right to access and use the System set forth in the Quotation.

System – means the software systems and programs, databases, communication and network facilities, and hardware and equipment used by ETA, its suppliers or its agents to provide the Hardware Products and Software Products.

Fees

All fees and charges (including the Subscription Fee) are not subject to set off or reduction by the Customer. The initial Subscription Fee is due upon execution of this System subscription agreement, and all other fees and charges are payable as provided in the referenced Quotation or as otherwise provided for herein.

Services

ETA will provide Customer with activation of, and 24/7 access to ETA's SPOT Intelligent Transit Systems (ITS) application, provided Customer is not in breach of any material obligation under this System subscription agreement. Ongoing support services shall be provided in accordance with the System support agreement.

Initials: ____



Customer obligations

Customer is responsible for maintaining Internet access to ETA's SPOT Server via an internet service provider (ISP); hardware and software to enable such connection; and any permission or authorizations required for such a connection.

Customer is responsible for ensuring that only authorized persons have access to the System and for the security of Customer's computer system and the connection to the SPOT Server, without limitation.

Customer is responsible for ensuring that Customer's password and all other means and methods of access to the System are kept absolutely confidential and that all users and drivers comply with the terms of the Agreements; ensuring that any telephone numbers or any information relating to the System, the security of the System, the encryption methods used and all or any other security features are kept absolutely confidential; ensuring that the use of the System by Customer is under the control and authority of a proper and adequately trained employee.

Customer will use, maintain, and remove the Hardware according to ETA's specifications, will safeguard the Hardware from loss or damage of any kind, and will not permit anyone other than an authorized representative of ETA to perform any work or repair on the hardware. Customer agrees and understands that tampering with Hardware shall void all warranties. Except for ordinary wear and tear covered by the limited warranty, Customer is responsible for all Hardware damaged, destroyed, lost, or stolen while in Customer's possession and shall be liable for the cost of repair or replacement of the Hardware and remain responsible for the Subscription Fee during any such repair or replacement period.

If Customer is not the owner of the property upon which Hardware and Software are to be installed, Customer shall obtain the written consent of the owner of the premises and/or property for ETA personnel and/or its agents to enter the premises for the purposes of installing, maintaining, and retrieving the same.

Data storage

- a) Customer understands ETA will have the right to purge detailed packet data submitted by Customer on a 90-day rolling schedule. ETA will retain summary data for the life of the Contract.



- b) Unless Customer has made other arrangements in writing with ETA, all data submitted using the System may be purged as provided above. The Customer must reaffirm this request annually during the renewal process.
- c) Customer shall be solely responsible for printing data and inspection reports for vehicles involved in an accident. Customer understands and agrees that ETA is not required to retain records except as provided in a separate agreement.

Wireless data policies

- a) Customer understands and agrees that Customer has no contractual relationship with a wireless carrier and Customer is not a third-party beneficiary of any agreement between ETA or an ETA agent and a wireless carrier.
- b) Customer understands and agrees that the underlying wireless carrier shall have no legal, equitable or other liability of any kind to Customer.
- c) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and Customer understands that any such Number can be changed from time to time.
- d) Customer agrees that ETA and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by force majeure.
- e) Customer understands and agrees that the liability and obligation of ETA to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction.
- f) In no event shall ETA and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer in connection with Service.

Ownership

- a) Customer grants ETA the right to use all data submitted to the System to provide ETA Services as described in the Sales agreement, System support agreement, and System subscription agreement, including to purge such data as provided in the Section titled "Data Storage." ETA will provide Customer with summary data and any compilations of the data at the termination of the Sales agreement, System support agreement, and System subscription agreement prior to such data's secure deletion.
- b) The System and the components provided by ETA for the Customer's use are protected by patent, copyright, trade secret, trademark, international treaties, and other laws, as applicable. Customer agrees that ETA owns all proprietary rights in the System and any corrections, enhancements,

Initials: ____



updates, or other modifications, including custom modifications, thereto, whether made by ETA or any third party.

- c) At all times during and after the termination or expiration of this System subscription agreement, Customer and its affiliates, officers, directors, employees, contractors and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning the System, including any flow charts, logic diagrams, user manuals, and screens, to persons not an employee of Customer without the prior written consent of ETA.

Intellectual property

Customer acknowledges and agrees that Customer's rights with respect to Hardware Products, are limited to the right to use the same with the System. The Hardware and Software Products contain trade secrets, know-how and other intellectual property belonging to ETA Transit Systems. Under no circumstances shall Customer sell or transfer any purchased Hardware or Software Products, reconstruct or repair such Hardware or Software Products, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

Remedies

Customer agrees that its remedies as a Customer are limited to those provided for under the System support Agreement between the parties. ETA shall not be liable to Customer or any third party for any general, special, punitive, incidental, indirect, or consequential damages, or any lost profits or business, arising out of this System subscription agreement.

If Customer fails to make any payment due or otherwise violates any material term or condition of this System subscription agreement, Customer may be declared in default upon notice and failure to cure for 60 days. Upon declaration of default, all amounts due under this System subscription agreement during the entire term hereof shall become immediately due and payable including, without limitation, the cost to repair or replace damaged equipment, interest and costs and expenses of collection. ETA shall have the right to terminate this System subscription agreement and recover any other remedy permitted by law. Customer shall defend, indemnify and hold ETA harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss, suit, proceeding, damage and liability of any kind arising out of or relating to Customer's unauthorized or improper use of the System, including, without limitation, any unauthorized or improper use by: (i) the owner of the premises and/or property on which the System is installed; (ii) the owner, operator, or insurer of any vehicle or equipment for which the System is used; and (iii) any use by any



person claiming injuries arising from the use of any vehicle or equipment for which the System is used.

Read and agreed by

The parties to this System subscription agreement warrant and represent that they have the power and authority to enter into this System subscription agreement in the names and capacities stated herein.

ETA and Customer hereby agree to the provisions of this Agreement:

ETA Transit Systems, Inc.

By: _____

Name: _____

Title: _____

METRO McAllen, Texas:

By: _____

Name: _____

Title: _____

Initials: ____

System support agreement

Overview

WHEREAS Customer and ETA entered into an agreement for the purchase of hardware, software and related services on the execution date; and

WHEREAS Customer desires to obtain support services for said hardware and software (collectively “System”); and

WHEREAS ETA desires to provide such support services.

Now therefore, the parties, for good and valuable consideration, agree to the following:

Hardware warranty and support

The hardware products covered by this System support agreement shall be as set forth on the included in the Quotation. If the quantity of products changes during the term of this System support agreement, a corresponding adjustment to fees hereunder will apply for the remaining term of the System support agreement.

Consumable Items such as batteries, cables, wiring harnesses, GPS, WLAN and RF antennas, etc. are not covered under this System support agreement. Replacements for such items may be ordered from ETA and will be subject to the applicable supplier’s warranty policy.

Hardware warranty

ETA affirms that each hardware product is free of defects in material and workmanship. ETA further affirms that hardware products will perform for the intended purpose for a period of two (2) years from delivery of equipment. Thereafter, the provisions under Non-Warranty Repairs shall apply. For Contracts that are shorter than two (2) years in length, the hardware warranty shall not exceed the term of the Contract. Extended warranties can be quoted upon request for up to a total of five (5) years of warranty.



Warranty Repair Policy

If a hardware product fails to operate as specified, and no exclusions from warranty policy apply, ETA or its authorized service agents will have the option to repair or replace the defective product at no cost to the Customer.

Exclusions from Warranty Policy

Instances to which the warranty repair policy shall not apply include, but are not limited to; a) warranty returns classified as No Problem Detected (determined to be fully functional with no need for repair), b) product failures resulting from improper use, c) damage resulting from accident, abuse or improper maintenance, d) damage caused by operation outside ETA specifications, e) damage resulting from vandalism, fire, or other uncovered peril, e) product modified without ETA's consultation, and f) Consumable Items.

In such instances, the provisions under Non-Warranty Repairs, including applicable fees, shall apply.

Warranty service

Spare parts inventory – The Customer shall maintain an inventory of ETA Hardware Products at the recommended level for use during completion of repairs. The Customer is responsible to; remove defective products, replace them with spare products, request Return Material Authorization (“RMA”) number, and to send defective products to ETA for failure analysis.

Return materials authorization – No product received for repair by ETA will be accepted without an ETA- assigned RMA number. RMA numbers may be obtained by:

Phone: 561-288-1932

Email: support@etatransit.com

RMA requests shall include product description, ETA part number, serial number (if applicable), quantity, reason for return, and vehicle number (if applicable). The Customer is responsible to ensure secure packaging of products for shipping. Shipping materials are available for purchase, at cost, from ETA. ETA is not responsible for damage to, or loss of, products in transit. Shipping costs for the return to ETA of products to which the Warranty Repair Policy applies will be borne by ETA. Shipping costs for the

Initials: ____



return to ETA of products deemed Exclusions of Warranty Policy will be borne by the Customer. Customer agrees to ship RMAs using an ETA- supplied shipping label. RMA shipments are to be labeled as follows:

ETA Transit Systems, Inc.

Attn: Customer Service, RMA # _____ 6420 Congress AVE STE 1850
Boca Raton, FL 33487

Failure analysis and repair/replace – Upon receipt of a returned product, an ETA technician will complete a failure analysis to decide of whether the product is subject to the Warranty Policy or the Exclusions of Warranty Policy, and whether to product is repairable. If the product is subject to the Warranty Policy ETA will either repair or replace the product at ETA’s discretion. If the product is subject to the Exclusions of Warranty Policy ETA will provide the Customer a quotation and subsequent invoice for the repair or replacement of the product.

Return – ETA will make its best effort to return the repaired or replaced product to the Customer within thirty (30) days. Shipping costs for the return to Customer of repaired or replaced products to which the Warranty Repair Policy applies will be borne by ETA. Shipping costs for the return to Customer of repaired or replaced products deemed Exclusions of Warranty Policy will be borne by the Customer.

Non-warranty repairs

Repairs of products performed by ETA which are Exclusions of Warranty Policy, or otherwise not covered by the Warranty Repair Policy, will be invoiced to the Customer at the applicable Bench Rate, for repairs performed at ETA facilities, and/or Field Service Rate below, along with other time and material costs incurred by ETA. The Warranty Repair Policy will apply to non-warranty repairs for a period of ninety (90) days from shipment to Customer.

Hardware support rates

ETA quotations and/or invoices for Non-Warranty Repairs shall include any combination of the following that may apply:



Bench rate: Hourly rates will be billed in accordance with an approved quotation

Field service rate: Hourly rates will be billed in accordance with an approved quotation

Travel & miscellaneous: Hourly rates will be billed in accordance with an approved quotation

Mileage: Current IRS allowance rate/mile

Meals: Current federal government regional per-diem rate

Customer hardware maintenance obligations

In addition to the responsibilities identified in this Section, the Customer shall;

- Provide access to vehicles and maintenance staff at time of installation
- Review and accept agency-specific design documentation and acceptance test procedures
- Participate in scheduled project status and customer satisfaction calls
- Pay all invoices according to the applicable payment terms
- Provide reasonable access to the Customer's facilities, vehicles and systems required for ETA to perform required tasks (subject to Customer's security requirements)
- Provide technical and administrative support to ETA's on-site personnel (office supplies, photocopying, network access, etc.)
- Faithfully execute required maintenance and troubleshooting procedures as prescribed by ETA.

Software Maintenance and Support

Software products

The Software Products covered by this System support agreement shall be as set forth in included in the Quotation. If the quantity of products changes during the term of this System support agreement, a corresponding adjustment to fees hereunder will apply for the remaining term of the System support agreement. Provisions hereunder are subject to the System subscription agreement between the

Initials: ____



parties, and no provision hereunder will apply to software not licensed by the Customer under a System subscription agreement with ETA.

Software maintenance and support services

During the term ETA agrees to provide certain services in support of the Customer's use of the licensed Software Products. Services shall consist of:

- Provide technical support help desk – see System Warranty and Support
- Provide software updates – Modifications or additions to software product that bring the product into conformity with stated specifications, including correction of errors or bugs.
- Provide software maintenance – Activities performed to ensure Software Products perform in conformity with stated specifications.
- Provide software upgrades – Improvements, feature additions or other enhancements which are in addition to stated specifications.

Additional software services

Services performed by ETA in response to the following, are excluded from Software Maintenance and Support Services and will be quoted and invoiced to the Customer at the applicable Software developer rate, for activities performed at ETA facilities, and/or Field service rate below, along with other time and material costs incurred by ETA:

- Customer request for update or upgrade installation labor
- Customer request for enhancements
- Customer request for integration with third-party software or hardware that are not included in the Quotation or Purchase Order
- Problems resulting from the hardware on which the Software Product is installed, or problems resulting from hardware devices connected to the hardware on which the Software Product is installed
- Problems resulting from misuse, alteration, or damage of the Software Product
- Problems resulting from Customer use of versions of the Software Product other than the most recent update delivered by ETA

Software service rates

ETA quotations and/or invoices for additional software services shall include any combination of the



following that may apply:

Software developer rate: Hourly rates will be billed in accordance with an approved quotation

Senior software developer rate: Hourly rates will be billed in accordance with an approved quotation

Systems architect rate: Hourly rates will be billed in accordance with an approved quotation
Field service rate: Hourly rates will be billed in accordance with an approved quotation

Travel & miscellaneous: Hourly rates will be billed in accordance with an approved quotation

Mileage: Current IRS allowance rate/mile

Meals: Current federal government regional per-diem rate

Remote software access

As the software products, as well as relevant Customer data, are hosted by ETA in an internet-accessible environment, both Customer and ETA access is critical to the performance of Software Maintenance and Support services and additional software services hereunder. Both parties agree to:

- Take all reasonable steps to facilitate timely and secure access to required software instances and data by the other party
- Take all reasonable steps to avoid disruption of other operations of the other party
- Abide by the other party's IT security policies
- Refrain from accessing any internal or internet-based networks of the other party for purposes other than performance hereunder.

System warranty and support

Initials: ____

System warranties (other than hardware and software product warranties)

Installation

ETA guarantees the installation of its Hardware Products and Software Products for a period of 60 days commencing at the Installation Milestone as set forth in the Quotation. Should any defects be discovered, ETA will assume the cost to remedy the installation issue. This guarantee excludes any alterations or modifications to the initial installation made by the Customer.

Security

ETA hosted systems are protected by firewall Access Control Lists. Open ports shall be limited to those required for Customer operation, and a quarterly rotation of login credentials deployed for secure operations. Please refer to the ETA Transit Systems Information Technology Security Policy for further details.

Privacy

Customer data and other Confidential Information of Customer shall be maintained by Customer in a commercially reasonable manner as to prevent access by any party other than ETA and authorized users of Customer.

Disaster recovery

ETA shall perform daily backups of Customer data to regional cloud-based servers. Restorations of backups will be performed at no incremental cost to Customer and will be completed within 8 hours of request.

Annual maintenance

At ETA's discretion, and with at least 30 days' notice given to Customer, ETA may execute an annual onsite visit to Customer premises to perform visual inspections. Repairs deemed critical to the operation of the system may be performed at ETA's discretion. Recommendations and associated quotations for replacements, upgrades or improvements will be provided within 30 days after such annual maintenance onsite visit.



Ongoing system support

ETA provides System Support 7 days per week, 365 days per year (24x7x365), via; online helpdesk/ticket monitoring system (Zoho), and dedicated email addresses. Live chat is available between the hours of 8AM and 5 PM Monday through Friday, Eastern Standard Time. Telephone support outside of ETA's normal business hours, 8AM and 5 PM Monday through Friday, Eastern Standard Time is reserved for emergencies.

ETA shall maintain technical personnel qualified to perform the tasks of; logging support tickets, responding to Customer RMA requests, severity determination, issue resolution, onsite issue resolution. ETA has sole discretion over the deployment of resources required to perform these tasks, whether a task is required, and whether a task is covered by warranty.

System Support Process

The parties acknowledge their respective obligations associated with the following steps associated with submitting, acknowledging, researching and resolving problems and requests. The timelines for these steps are dictated by the Problem Severity and Resolution framework as provided for herein.

- **Stage 1** – Customer notifies ETA of an issue via one of the three accepted methods, ETA logs support ticket and acknowledges receipt to Customer
- **Stage 2** – ETA reviews issues, Customer provides timely response to any requested clarifications, ETA determines severity, ETA informs Customer of severity level
- **Stage 3** – ETA researches the issue resolution and estimates resolution time estimate, ETA consults with customer on resolution and time estimate, Customer responds in a timely manner, ETA implements resolution and informs Customer of issue-closure

Problem severity ,response, and resolution

Pursuant to ETA's System Support Process, ETA personnel shall decide, in ETA's sole discretion, of the severity of all issues received by Customer. While response times are committed for each severity, the issue resolution time shall be on a case- specific basis, independent of severity level. Once resolution times are estimated, the penalty to ETA of exceeding the estimated resolution time shall vary based on severity. Severity definitions, response times and penalties for exceeding resolution times are as follows:

Initials: ____

Severity level	Description (including examples)
Fatal	Complete system failure
Severe	A majority of system functionality is impacted
Medium	A minority of system functionality is impacted

Severity level	Response time	Resolution time	Penalty per hour
Fatal	30 minutes	Case-specific	3% total monthly fee
Severe	4 hours	Case-specific	2% total monthly fee
Medium	8 hours	Case-specific	1% total monthly fee

Service level commitment and penalties

The parties acknowledge that the System is a complex technical solution, the effective operational uptime of which is dependent on the interaction between hardware, software, vehicles, and various user and support personnel of both ETA and the Customer. The parties agree to make all reasonable efforts to minimize downtime of the overall System, the functionality of the System and any vehicles on which the System is installed. Accordingly, ETA shall incur penalties for operational downtime, according to the severity of the issues defined under this Section. This instance may trigger penalties; Cumulative downtime for a severity level for a month exceeds the allowable levels below.

Severity level	Allowable downtime/month	Penalty per hour
Fatal	2 hours	3% total monthly fee
Severe	8 hours	2% total monthly fee
Medium	20 hours	1% total monthly fee

Penalties shall take the form of credits which the Customer may apply against existing and future ETA invoices. A cumulative maximum of 25% of total monthly fees shall apply.

Customer system maintenance obligations

In addition to the responsibilities identified in this Section, the Customer shall:



- Answer questions regarding customization, such as route configuration, schedules, and standard operating procedures
- Provide a meeting facility to train staff
- Provide custom graphics for traveler information systems (i.e. corporate colors, logos, etc.)
- Review and accept agency-specific design documentation and acceptance test procedures
- Participate in scheduled project status and customer satisfaction calls
- Pay all invoices according to the applicable payment terms
- Provide 24-hour access to the Customer's facilities, vehicles and systems required for ETA to perform required tasks (subject to Customer's security requirements)
- Provide technical and administrative support to ETA's on-site personnel (office supplies, photocopying, network access, etc.)

Authority

ETA Transit Systems, Inc.

By:

Name:

Title:

METRO McAllen, Texas:

By:

Name:

Title:

Initials: ____



Exhibit 1 Quote

Quotation #: 20260714-MM
Date: 7/14/2026



Agency: Metro Mcallen
Name: Mario Delgado
Email: mdelgado@mcallen.net
Terms: Reference milestone schedule.
Notes:



**Delivery is F.O.B. ETA Transit Systems, Inc. 6420 Congress Avenue
Suite 1850 Boca Raton, FL 33487**

**IMPORTANT: The recent tariff policy may impact pricing and
delivery schedule**

etatransit.com

Received by: Christian G. Londono

Date: 07/14/2026

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Vehicle logic unit (VLU) hardware • GPS • Cellular communications • Vehicle I/O for 1708, DIO • Location services • Guaranteed delivery services • Route awareness services	1	30	\$ 1,669	\$ -	\$ 50,056	1
Rugged mobile data terminal (MDT) - 10" display • 10" viewablescreen • Driver loginmodule • Route selection module • 2-way messaging module • System status module • Electronic passenger counting module * Options available for additional modules	2	30	\$ 411	\$ -	\$ 12,330	1
MDT mounting kit • RAM® mount	3	30	\$ 180	\$ -	\$ 5,400	1
Master disconnect switch • to allow system to gracefully shut down	4	30	\$ 65	\$ -	\$ 1,935	1
Bus equipment and cable kits • Power harness • Antennas • *Roof mount antennas available as an Option (extension cable required)	5	30	\$ 383	\$ -	\$ 11,475	1
Hardware installation • Professional system installation • Vehicle testing and commissioning	6	30	\$ 300		\$ 9,000	3

Single sign-on integrated with existing digital signage

• Integration of head signs with ITS	7	30	\$	100	\$	3,000	3
• Cables							

Single sign-on integrated with existing fare collection

OPTIONAL

- Integration of digital fare collection system

<i>NOTE: fare collection vendor may require agency to pay additional licencing fees</i>	8	26	\$	150	\$	3,900	3
---	---	----	----	-----	----	-------	---

ETA understands that 26 buses require farebox integration

Implementation

• System setup							
• Project management							
• Manufacturing							
• Training							
• Travel	9	30	\$	500	\$	15,000	3
• Shipping							

NOTE: pricing assumes that GTFS data is complete and valid. Missing, invalid, or incomplete GTFS data may incur additional charges

Annual SaaS SPOT™ ITS

• SPOT Administrative Console							
• Bus tracker web site							
• Native apps for Android and iOS							
• Unlimited user accounts							
• Data retention for the life of the contract							
• Hosting							
• Free bi-monthly software enhancements							
• Technical support							
• Daily backups							
• GFTS-rt (hosted by agency)							
• API calls and Google map credits *	10	360	\$	150	\$	54,000	6

** ETA shall provide an API key to the customer for customer use. 3rd party, for profit, businesses will be required to pay ETA directly for API access*

** ETA customers utilize an average 5 million API calls per month. Customer shall be afforded an average of 10 million API calls per month. Additional charges may be incurred for API usage that exceeds that value*

(Qty. equals number of vehicles X 12 months)

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$166,096

SALES TAX INCLUDED

Base system total (YEAR 1) \$166,096

Product	Item #	Qty.	Price	Tax	Total	Mile
Public address amplifier • Support automatic onboard announcements • Capable of interior and exterior audio	1	0	\$ 228	\$ -	\$ -	1
<i>ETA expects to reuse existing PA amplifiers Shall be quoted on an as-needed basis only</i>						
AVA Cable kit	2	26	\$ 42	\$ -	\$ 1,092	1
Public address amplifier installation or integration • Professional system installation • Vehicle testing and commissioning	3	26	\$ 150		\$ 3,900	3
Interior speakers OPTIONAL • Transit-grade speakers for bus	4	0	\$ 8	\$ -	\$ -	3
<i>Shall be quoted as needed</i>						
Exterior speakers OPTIONAL • Transit-grade speakers for bus	5	0	\$ 30	\$ -	\$ -	3
<i>Shall be quoted as needed</i>						
Speaker installation OPTIONAL • Professional system installation • Vehicle testing and commissioning	6	0	\$ 100		\$ -	3
<i>Shall be quoted as needed</i>						
New "next stop" interior digital sign • Synchronize text with automatic onboard announcements audio	7	26	\$ 1,073	\$ -	\$ 27,885	1
Integration with (existing) "next stop" interior digital sign • Synchronize text with automatic onboard announcements audio	8	0	\$ 125		\$ -	1
Interior sign installation • Professional system installation • Vehicle testing and commissioning	9	26	\$ 150		\$ 3,900	3
Implementation • System setup • Professional voice recordings * • Project management • Manufacturing • Training • Testing	10	26	\$ 100		\$ 2,600	3
<i>* recordings in additional languages shall be quoted separately as requested</i>						

Annual SaaS and Maintenance: SPOT™ AVA

- Audio recording as a service
- System support

11	312	\$	25	\$	7,800	6
----	-----	----	----	----	-------	---

(Qty. equals number of vehicles X 12 months)

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$47,177

SALES TAX INCLUDED

OBA total (YEAR 1) \$47,177

PRODUCT	ITEM#	QTY.	PRICE	TAX	TOTAL	MILE
Stereoscopic automatic passenger counter integration with existing sensors						
• Priced per bus/door	1	16	\$ 1,156	\$ -	\$ 18,493	1
8 2-door buses require new sensors. Integration with existing sensors on the remaining 22 buses						
5 port Ethernet switch	2	8	\$ 188	\$ -	\$ 1,500	1
• Connects multiple APCs						
Ethernet switch installation	3	8	\$ 150		\$ 1,200	3
• Professional installation						
APC cable kits - Front Door						
• APC Front Power and Data Cable 100555	4	30	\$ 50	\$ -	\$ 1,485	1
• APC Power Splitter 100208						
• 25 Ethernet Cable 1000173						
APC cable kits - Rear Door						
• APC Rear Power and Data Cable 100556	5	30	\$ 75	\$ -	\$ 2,250	1
• Rear APC Extension 100207						
• 50 Ethernet Cable 100069						
Cable installation						
• Professional installation	6	60	\$ 250		\$ 15,000	3
• Vehicle testing and commissioning						
Implementation						
• System setup						
• Project management						
• Manufacturing	7	30	\$ 250		\$ 7,500	3
• Training						
• Testing						
• Documentation						
• Travel						

Annual SaaS and Maintenance: APC SaaS

- Ridership analytics with NTD reports
- Priced per bus, per month
- Hosting
- System maintenance and upgrades

8	360	\$	30	\$	10,800	6
---	-----	----	----	----	--------	---

(Qty. equals number of vehicles X 12 months)

Tax exempt certificate required for sales tax to be waived.

SUBTOTAL \$58,228

SALES TAX INCLUDED

APC total (YEAR 1) \$58,228

Package	Qty	Total
Fixed route base system	1	\$ 166,096
Onboard announcements	1	\$ 47,177
Automatic passenger counting	1	\$ 58,228
Year 1 total price		\$ 271,501.39

Annual recurring price			
Package	Required Term		
1 Year 2: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts	Required	\$	74,778.0000
1 Year 3: includes all annual recurring costs, maintenance, software upgrades, and support. Extended warranty available as an option.	Required	\$	77,021.3400
1 Year 4: includes all annual recurring costs, maintenance, software upgrades, and support. Extended warranty available as an option.	Required	\$	79,331.9802
1 Year 5: includes all annual recurring costs, maintenance, software upgrades, and support. Extended warranty available as an option.	Required	\$	81,711.9396
Total 5 year price		\$	584,344.65

Milestone	Description	Total	Deliverables
1	System design (50% of Implementation costs)	\$ 32,500	Pre-installation site visit and documentation
3	Hardware components	\$ 133,901	Hardware delivery to customer location
4	Installation and vehicle static test (25% of Implementation costs)	\$ 16,250	Hardware installation on first vehicle (by bus type) and static test report
5	Dynamic testing and training (25% of Implementation costs)	\$ 16,250	Dynamic test procedure report, training and manuals
6	Recurring items: Year 1	\$ 72,600	After 2 week burn-in (from customer-witnessed test) warranty; SaaS anniversary begins
7, 8, 9, 10	Recurring items: Years 2–5	\$ 312,843	Each SaaS anniversary

GRAND TOTAL 5 YEARS

\$584,345

PREPARED BY:

NAME: Christian Londono
TITLE: Senior Customer Success Manager
PHONE: 561.778-5840
EMAIL: clondono@etatransit.com



Terms and conditions of sale

Unit prices are valid only for the total number of units quoted. Lesser quantities or term may require a higher price.

Prices in this quotation are valid for thirty (30) days from the date of quotation or proposal and are applicable to the quantities herein. Changes to packages and/or quantities may require a revised quotation.

No refund shall be provided for returned parts without written authorization from authorized ETA representatives.

Estimated lead time for delivery is 20 weeks. A formal lead time estimate shall be provided by ETA ARO.

Delivery is F.O.B. ETA Transit Systems, Inc. 6420 Congress Avenue Suite 1850 Boca Raton, FL 33487

IMPORTANT: The recent tariff policy may impact pricing and delivery schedule

ETA TRANSIT SYSTEMS (ETA) WARRANTY POLICY

ETA guarantees that each product is free from defects in material and workmanship. ETA's warranty is in effect for two (2) years from the original ship date from ETA. ETA will furnish to customer its Warranty and Support agreement ARO or upon request

REVIEWED BY:

Nicole M Castonguay, CEO
ETA Transit Systems

Date:

ACCEPTED BY:

Signature: _____

Name and title: _____

Date: _____



EXHIBIT 2: FEDERAL CLAUSES

EXHIBIT C
FTA Certification Form

By signing each federal Transit Administration Assurances below, the Proposer agrees and acknowledges to the terms stipulated and outlined in the section titled "Federal Transit Administration Requirements" of this ExhibitRequest.

Firm Name:

Authorizing Individual (Print Name):

Title:

Date:

FTA Certification Requirement

A	Incorporation of FTA Terms	Signature	
B	Federal Changes	Signature	
C	No Government Obligation to Third Parties	Signature	
D	Access to Records and Reports	Signature	
E	Program Fraud and False Statements	Signature	
F	Civil Rights and Equal Opportunity	Signature	
G	Americans with Disabilities Act (ADA)	Signature	
H	Domestic Preferences for Procurements	Signature	
I	Notice to FTA & DOT OIG	Signature	
J	Trafficking in Persons	Signature	
K	Energy Conservation	Signature	
L	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Signature	
M	Debarment and Suspension	Signature	
N	Lobbying Restrictions	Signature	
O	Federal Tax Liability & Recent Felony Convictions	Signature	
P	Termination	Signature	
Q	Breaches and Dispute Resolution	Signature	
R	Violation and Breach of Contract	Signature	
S	Safe Operation of Motor Vehicles	Signature	
T	Clean Air Act and Federal Water Pollution Control Act	Signature	
U	Disadvantaged Business Enterprise (DBE)	Signature	

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

B. CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law,

regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

C. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

D. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

E. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

F. CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in

Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations,

“Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in

Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

G. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42

U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

H. DOMESTIC PREFERENCES FOR PROCUREMENTS

(FTA) REQUIREMENTS (Continued)

The Contractor shall comply with 2 CFR § 200.322, Domestic Preferences for Procurements. To the greatest extent practicable and consistent with law, the Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Contractor shall include this requirement in all applicable subcontracts and purchase orders funded in whole or in part with Federal financial assistance

I. NOTICE TO FTA & DOT. OIG

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar

misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

J. TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements

K. ENERGY CONSERVATION

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 (42 U.S.C. § 6201).

L PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) 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.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

M. DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs

(a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required

(FTA) REQUIREMENTS (Continued)

certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment.

However, for awards and commitments in process prior to the December 23, 1989 effective date of these

provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

O. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

P. TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials,

appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the

Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Q. BREACHES AND DISPUTE RESOLUTION

(All contracts over \$25,000) a. Dispute Resolution Process Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless, within ten days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon the contractor, and the contractor shall abide by the decision. b. FTA Interest The Federal Transit Administration (FTA) has a vested interest in the settlement of any violation of federal law, including the False Claims Act (31 U.S.C. § 3729). The recipient agrees to notify the FTA of any such violations and to cooperate with the FTA in resolving them. c.

Performance During Dispute Unless otherwise directed by the recipient, the contractor shall continue performance under this contract while matters in dispute are being resolved. d. Claims for Damages Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages shall be made in writing to the other party within ten days after the first observance of such injury or damage. e. Remedies and Rights Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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.

R. VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising

out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located. 34

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency 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.

S. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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 Contract.

T. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees

that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2) The contractor agrees to report each violation to the Agency and understands and agrees

that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

U. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).) It is the policy of the Agency and the United States Department of Transportation (“DOT”) that

Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.I.

DATE SUBMITTED

07/15/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award of Contract for Construction of the McAllen Heritage Center New Storage Building (Rebid) (Project. No. 07-26-C34-984).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Staff is seeking to award a construction contract for the addition of a new storage building at the McAllen Heritage Center.
5. Fiscal Impact Summary:

110-8702-414-80-80-NP2303	\$ 988,580	Development Corporation Fund
McAllen Heritage Center	\$ 500,000	Revenues
Contribution		
- Bid Amount: \$1,046,125.00**
Approved Subject to a budget reclassification.
6. Budgeted: Yes

Bid Amount:	<u>\$1,046,125</u>	Budgeted Amount:	<u>\$988,580</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Mario Cruz	Created/Initiated - 07/15/2026
Eduardo Mendoza	Approved - 07/16/2026
Angie Rodriguez	Approved - 07/16/2026
Sonia Resendez	Approved - 07/17/2026
Gerardo Noriega	Approved - 07/17/2026
Martin Canales	Approved - 07/21/2026
Michelle Rivera	Final Approval - 07/21/2026
8. Staff Recommendation: The architect of record, Boultinghouse Simson Gates Architects, and staff recommend award of contract to the lowest responsive bidder, **REA General Contractors, LLC., of McAllen, Texas** in the amount of **\$1,046,125.00** with a contract time not to exceed **180-working days**.
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 27, 2026

Subject: **Award of Contract: McAllen Heritage Center New Storage Building**
Project No.: 07-26-C34-984

Goal

Staff is seeking to award a construction contract for the addition of a new storage building at the McAllen Heritage Center.

Explanation

The Purchasing and Contracting Department received thirteen (13) bids in response to the solicitation for the above referenced project.

The proposed scope of work includes construction of a new two-story building incorporating a stucco finish to complement the existing facade. The 4,000-square foot addition will provide climate controlled gallery and storage space as well as office areas, a break room, and restrooms.

Below is a summary of three lowest, responsive bids.

Bidder	Amount	Working Days
REA General Contractors, LLC., McAllen, Texas	\$1,046,125.00	180
DR Developer, McAllen Texas	\$1,168,372.20	160
NM Contracting, LLC., McAllen, Texas	\$1,175,000.00	180

A complete and detailed bid tabulation is also attached for your review.

The proposed award amount is within the programmed project budget.

Options

1. Award to lowest responsive bidder.
2. Reject all bids and re-advertise the project.

Recommendation

The architect of record, Boultinghouse Simpson Gates Architects, and staff recommend award of contract to the lowest responsive bidder, **REA General Contractors, LLC., of McAllen, Texas** in the amount of **\$1,046,125.00** with a contract time not to exceed **180-working days**.



BID OPENING: THURSDAY JULY 2, 2026 AT 3:00 PM
 LOCATION: CITY HALL CONFERENCE ROOM NO. 2A
 PROJECT NO. 07-26-C34-984 MCALLEN HERITAGE CENTER NEW STORAGE BUILDING (REBID)

BIDDERS						★ REA GENERAL CONTRACTOR, LLC	DR DEVELOPER	NM CONTRACTING LLC	DIVERSE CONSTRUCTION	4MA CONSTRUCTION LLC	NON-RESPONSIVE	ALCARIO CONSTRUCTION LLC - TCI ROOFING & CONSTRUCTION INC
						MCALLEN, TX	MCALLEN, TX	MCALLEN, TX	BROWNSVILLE, TX	ALTON, TX	LYFORD, TX	EDINBURG, TX
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE
1	90924	BASE	4,000 SQUARE FOOT, TWO-STORY STORAGE BUILDING CONSTRUCTED ON A REINFORCED CONCRETE SLAB-ON-GRADE FOUNDATION.	LS	1	\$1,046,125.00	\$1,168,372.20	\$1,175,000.00	\$1,185,000.00	\$1,197,800.00	\$1,225,000.00	\$1,352,508.20
GRAND TOTAL:						\$1,046,125.00	\$1,168,372.20	\$1,175,000.00	\$1,185,000.00	\$1,197,800.00	\$1,225,000.00	\$1,352,508.20

BIDDERS						KIMBER 1985 LLC	RIO UNITED BUILDERS	GERLACH BUILDERS LLC DBA WIL-CON	PEACOCK GENERAL CONTRACTORS INC	HOLCHEMONT LTD	PRIME CONSTRUCTION (PRIME MASONARY LLC)
						MISSION, TX	MISSION, TX	EDINBURG, TX	HARLINGEN, TX	MCALLEN, TX	MCALLEN, TX
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE	EXT PRICE
1	90924	BASE	4,000 SQUARE FOOT, TWO-STORY STORAGE BUILDING CONSTRUCTED ON A REINFORCED CONCRETE SLAB-ON-GRADE FOUNDATION.	LS	1	\$1,360,000.00	\$1,362,500.00	\$1,442,184.00	\$1,488,000.00	\$1,533,000.00	\$1,813,700.00
GRAND TOTAL:						\$1,360,000.00	\$1,362,500.00	\$1,442,184.00	\$1,488,000.00	\$1,533,000.00	\$1,813,700.00



July 9, 2026

Michelle Rivera, Assistant City Manager
City of McAllen
1300 Houston Ave.
McAllen, TX 78501

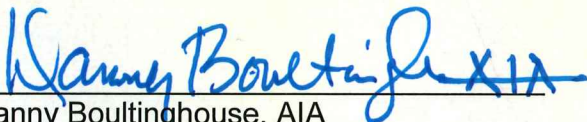
RE: **McAllen Heritage Center**
New Storage Building
project no. 05-26-C31-976

Ms. Rivera:

By way of this letter, please be advised that I reviewed the low bid from REA General Contractors of McAllen Texas in the amount of \$1,046,125.00. I have also reviewed details of their firm and similar construction projects and recommend them for the award of the above referenced project.

Any questions, please advise.

Sincerely,



Danny Boultinghouse, AIA
Boultinghouse Simpson Gates Architects

DB/ncs



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.J.

DATE SUBMITTED

07/17/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration and Authorization to Negotiate Scope and Fees with Top Ranked Firms for McAllen's Intelligent Transportation Systems (ITS) Plan (Project No. 05-26-S65-513).

2. Party Making Request: Marlen Garza

3. Applicant: Marlen Garza

4. Nature of Request:

Authorization to initiate negotiations with the top-ranked engineering firm for McAllen's Intelligent Transportation Systems (ITS) Plan.

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Marlen Garza

Created/Initiated - 07/17/2026

Marlen Garza

Approved - 07/17/2026

Gerardo Noriega

Approved - 07/17/2026

Norma Borrego

Approved - 07/21/2026

Juan Olaguibel

Final Approval - 07/21/2026

8. Staff Recommendation:

Staff recommends authorization to negotiate the scope of services and fee schedule with the top-ranked firm, Kimley-Horn and Associates, Inc. If negotiations are unsuccessful, staff will cease negotiations and, with the City Manager's approval, initiate negotiations with the next highest-ranked firm(s).

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

To: Isaac J. Tawil, City Manager

From: Marlen Garza, PE, Traffic Operations Director

Date: July 27, 2026

Subject: Consideration of and Authorization to Negotiate Scope and Fees with Top Ranked Firms for Intelligent Transportation Systems (ITS) Plan (Project No.: 05-26-S65-513)

Goal

Authorization to initiate negotiations with the top-ranked engineering firm for McAllen's Intelligent Transportation Systems (ITS) Plan.

Explanation

Traffic Operations Staff secured a grant through the Rio Grande Valley Metropolitan Planning Organization (RGV MPO) for an Intelligent Transportation Systems (ITS) Plan. The plan will help inventory existing information on the City's traffic signal systems with the goal of establishing future objectives to help develop long term plans for potential projects and infrastructure upgrades at signalized intersections. This plan will be the blueprint for the next 10-20 years to help improve mobility, efficiency and safety along the City's major roadways and intersections.

The evaluation committee was comprised of four qualified members of the Traffic Operations Department. Two companies submitted proposals and each was reviewed and evaluated. Statement of Qualifications (SOQ) were evaluated based on the evaluation criteria established in the solicitation. All respondents were ranked according to their total evaluation scores. The evaluation ranking summary and a copy of the evaluation criteria are attached for reference.

Options

1. Authorize staff to negotiate the scope of services and fee schedule with the top-ranked firm as selected by the evaluation committee.
2. Request the highest scoring firms, number of firms to make formal presentations before City Commission so that the City Commission, in its discretion, may select a firm and authorize scope and fee negotiations to take place at a future meeting.
3. Reject all Statements of Qualifications and resolicit.

Recommendation

Staff recommends authorization to negotiate the scope of services and fee schedule with the top-ranked firm, Kimley-Horn and Associates, Inc. If negotiations are unsuccessful, staff will cease negotiations and, with the City Manager's approval, initiate negotiations with the next highest-ranked firm(s).

McALLEN INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN (CSJ: 0921-02-563)

SCORING MATRIX

	Criteria	Possible Points (MAX POINTS)	Evaluator #1		Evaluator #2		Evaluator #3		Evaluator #4		TOTALS	
			Kimley-Horn & Associates, Inc.	KCI Technologies	Kimley-Horn & Associates, Inc.	KCI Technologies	Kimley-Horn & Associates, Inc.	KCI Technologies	Kimley-Horn & Associates, Inc.	KCI Technologies	Kimley-Horn & Associates, Inc.	KCI Technologies
1	Demonstrated competence on previous projects. Evidence of successful project delivery: budget, schedule and scope of work.	10	8	9	10	7	2	2	8	9	28	27
2	Recent experience in Signal Maintenance projects or other initiatives comparable to the one proposed.	15	13	14	13	12	2	2	13	10	41	38
3	Capability to perform all or most aspects of the project, such as planning, data collection, cost estimation, and monthly meetings.	5	3	4	4	3	3	1	4	4	14	12
4	Professional integrity and competence. Provide team information with titles.	5	5	5	5	5	3	1	5	4	18	15
5	Key personnel's professional background, caliber and availability for the proposed project.	5	5	3	5	5	3	1	5	4	18	13
6	Demonstrated ability to meet schedules or deadlines.	5	4	4	5	5	3	1		3	12	13
7	A capability to complete projects without having major cost escalations, overruns or delays.	10	9	8	10	8	6	3	6	5	31	24
8	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	5	5	5	5	3	3	1	4	4	17	13
9	Demonstrate ability to use innovative techniques/technology to support recommendations for traffic signal infrastructure.	5	5	5	5	5	3	1	4	3	17	14
10	Work experience and expertise on traffic signal maintenance, operations and logistics.	5	5	5	5	4	3	1	4	1	17	11
11	Familiarity with and proximity to geographic location of the proposed project.	5	5	4	5	5	3	1	5	4	18	14
12	Demonstrate an understanding of the project's potential issues.	5	4	4	5	3	3	1	3	2	15	10
13	Degree of project understanding and quality control. Reference softwares that could be used to improve quality control for proposed project.	5	4	5	5	4	3	1	4	2	16	12
14	Capability to create maps and formulate conclusions based on analysis of data. Reference softwares or graphics programs that will help relay plan	10	9	8	10	7	6	3	4	5	29	23
15	Evidence of knowledge for traffic signal performance measures	5	5	4	5	3	3	1	3	2	16	10
	TOTALS	100	89	87	97	79	49	21	72	62	307	249



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.K.

DATE SUBMITTED

07/17/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration and Authorization to Negotiate Scope and Fees with Top Ranked Firms for McAllen's Active Transportation Plan (ATP) (Project No. 05-26-S64-513).

2. Party Making Request: Marlen Garza

3. Applicant: Marlen Garza

4. Nature of Request:

Authorization to initiate negotiations with the top-ranked engineering firm for McAllen's Active Transportation Plan (ATP).

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Marlen Garza

Created/Initiated - 07/17/2026

Marlen Garza

Approved - 07/17/2026

Gerardo Noriega

Approved - 07/17/2026

Norma Borrego

Approved - 07/21/2026

Juan Olaguibel

Final Approval - 07/21/2026

8. Staff Recommendation:

Staff recommends authorization to negotiate the scope of services and fee schedule with the top-ranked firm, Kimley-Horn and Associates, Inc. If negotiations are unsuccessful, staff will cease negotiations and, with the City Manager's approval, initiate negotiations with the next highest-ranked firm(s).

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

To: Isaac J. Tawil, City Manager

From: Marlen Garza, PE, Traffic Operations Director

Date: July 27, 2026

Subject: Consideration of and Authorization to Negotiate Scope and Fees with Top Ranked Firms for McAllen's Active Transportation Plan (ATP) (Project No.: 05-26-S64-513)

Goal

Authorization to initiate negotiations with the top-ranked engineering firm for McAllen's Active Transportation Plan (ATP).

Explanation

Traffic Operations Staff secured a grant through the Rio Grande Valley Metropolitan Planning Organization (RGV MPO) for an Active Transportation Plan (ATP) that will help create a Master Hike & Bike Trail Plan along with a list of potential projects integrating trails, bike lanes, and public transportation. Traffic Staff hopes that this plan will also help further the goal of reducing traffic fatalities to zero pursuant to Vision Zero.

The evaluation committee was comprised of three qualified members of the Traffic Operations Department. Four companies submitted proposals and each was reviewed and evaluated. Statement of Qualifications (SOQ) were evaluated based on the evaluation criteria established in the solicitation. All respondents were ranked according to their total evaluation scores. The evaluation ranking summary and a copy of the evaluation criteria are attached for reference.

Options

1. Authorize staff to negotiate the scope of services and fee schedule with the top-ranked firm as selected by the evaluation committee.
2. Request the highest scoring firms, number of firms to make formal presentations before City Commission so that the City Commission, in its discretion, may select a firm and authorize scope and fee negotiations to take place at a future meeting.
3. Reject all Statements of Qualifications and resolicit.

Recommendation

Staff recommends authorization to negotiate the scope of services and fee schedule with the top-ranked firm, Kimley-Horn and Associates, Inc. If negotiations are unsuccessful, staff will cease negotiations and, with the City Manager's approval, initiate negotiations with the next highest-ranked firm(s).

McALLEN ACTIVE TRANSPORTATION PLAN (CSJ: 0921-02-564)

SCORING MATRIX

			Evaluator #1			
	Criteria	Possible Points (MAX POINTS)	Conсор	Kimley-Horn & Associates, Inc.	Nelson Nygaard	TJKM Transportation
1	Demonstrated competence on previous projects.	5	4	4	4	4
2	Recent experience in other projects comparable to the one proposed (Active Transportation Plan).	15	11	13	11	12
3	Capability to perform all or most aspects of the project, such as planning, public meetings, cost estimation, and meetings.	10	7	8	9	8
4	Professional integrity and competence.	5	4	4	4	4
5	Key personnel's professional background, caliber and availability for the proposed project.	5	5	4	3	4
6	Demonstrated ability to meet schedules or deadlines.	5	4	4	4	4
7	A capability to complete projects without having major cost escalations, overruns or delays.	10	8	8	7	8
8	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	5	5	4	4	4
9	Work experience and expertise on projects with similar scope.	15	11	13	14	13
10	Familiarity with and proximity to geographic location of the proposed project.	5	3	4	5	4
11	Demonstrate an understanding of the project's potential issues.	5	5	5	5	5
12	Degree of project understanding and quality control.	5	5	5	5	5
13	Capability to create maps and formulate conclusions based on analysis of data	10	8	8	9	7
	TOTALS	100	80	84	84	82

			Evaluator #2			
	Criteria	Possible Points (MAX POINTS)	Conсор	Kimley-Horn & Associates, Inc.	Nelson Nygaard	TJKM Transportation
1	Demonstrated competence on previous projects.	5	5	5	5	5
2	Recent experience in other projects comparable to the one proposed (Active Transportation Plan).	15	12	15	15	15
3	Capability to perform all or most aspects of the project, such as planning, public meetings, cost estimation, and meetings.	10	10	10	10	10
4	Professional integrity and competence.	5	4	5	5	4
5	Key personnel's professional background, caliber and availability for the proposed project.	5	3	5	2	4
6	Demonstrated ability to meet schedules or deadlines.	5	3	5	5	5
7	A capability to complete projects without having major cost escalations, overruns or delays.	10	7	10	9	10
8	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	5	3	4	4	5
9	Work experience and expertise on projects with similar scope.	15	12	15	15	15
10	Familiarity with and proximity to geographic location of the proposed project.	5	5	3	4	4
11	Demonstrate an understanding of the project's potential issues.	5	4	5	5	4
12	Degree of project understanding and quality control.	5	5	5	5	5
13	Capability to create maps and formulate conclusions based on analysis of data	10	7	10	10	8
	TOTALS	100	80	97	94	94

			Evaluator #3			
	Criteria	Possible Points (MAX POINTS)	Conсор	Kimley-Horn & Associates, Inc.	Nelson Nygaard	TJKM Transportation
1	Demonstrated competence on previous projects.	5	2	5	4	3
2	Recent experience in other projects comparable to the one proposed (Active Transportation Plan).	15	10	14	11	10
3	Capability to perform all or most aspects of the project, such as planning, public meetings, cost estimation, and meetings.	10	7	7	7	8
4	Professional integrity and competence.	5	3	5	4	4
5	Key personnel's professional background, caliber and availability for the proposed project.	5	3	4	3	4
6	Demonstrated ability to meet schedules or deadlines.	5	5	4	4	4
7	A capability to complete projects without having major cost escalations, overruns or delays.	10	7	8	8	8
8	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	5	4	4	3	3
9	Work experience and expertise on projects with similar scope.	15	10	9	10	10
10	Familiarity with and proximity to geographic location of the proposed project.	5	4	5	4	4
11	Demonstrate an understanding of the project's potential issues.	5	3	5	4	4
12	Degree of project understanding and quality control.	5	3	4	4	4
13	Capability to create maps and formulate conclusions based on analysis of data	10	5	4	4	6
	TOTALS	100	66	78	70	72

		TOTALS			
	Criteria	Conсор	Kimley-Horn & Associates, Inc.	Nelson Nygaard	TJKM Transportation
1	Demonstrated competence on previous projects.	11	14	13	12
2	Recent experience in other projects comparable to the one proposed (Active Transportation Plan).	33	42	37	37
3	Capability to perform all or most aspects of the project, such as planning, public meetings, cost estimation, and meetings.	24	25	26	26
4	Professional integrity and competence.	11	14	13	12
5	Key personnel's professional background, caliber and availability for the proposed project.	11	13	8	12
6	Demonstrated ability to meet schedules or deadlines.	12	13	13	13
7	A capability to complete projects without having major cost escalations, overruns or delays.	22	26	24	26
8	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	12	12	11	12
9	Work experience and expertise on projects with similar scope.	33	37	39	38
10	Familiarity with and proximity to geographic location of the proposed project.	12	12	13	12
11	Demonstrate an understanding of the project's potential issues.	12	15	14	13
12	Degree of project understanding and quality control.	13	14	14	14
13	Capability to create maps and formulate conclusions based on analysis of data	20	22	23	21
TOTALS		226	259	248	248



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.L.

DATE SUBMITTED

07/16/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award Contract to Top Ranked Vendor for the Cloud-Based Flight Information Display System (FIDS), Gate Information Display System (GIDS), Baggage Information Display System (BIDS), Terminal Public Address (PA) system upgrade at McAllen International Airport (Project No. 05-26-C30-276).
2. Party Making Request: Jeremy Santoscoy
3. Applicant: Jeremy Santoscoy
4. Nature of Request: Consideration and Approval to Award Contract to Top Ranked Vendor for the Cloud-Based Flight Information Display System (FIDS), Gate Information Display System (GIDS), Baggage Information Display System (BIDS), Terminal Public Address (PA) system upgrade at McAllen International Airport (Project No. 05-26-C30-276).
5. Fiscal Impact Summary:

Account	Description	Cost	Budget	Budget Balance
552-9020-446-66-30-EO2603	PA / Flight Information Display System Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
554-8718-446-66-30-CA2010	Terminal Amenity	\$ 207,752.64	\$ 414,479.56	\$ 206,726.92
6. Budgeted: Yes

Bid Amount:	<u>\$707,752.64</u>	Budgeted Amount:	<u>\$800,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Estela Velasquez	Created/Initiated - 07/16/2026
Jeremy Santoscoy	Approved - 07/16/2026
Angie Rodriguez	Approved - 07/17/2026
Sonia Resendez	Approved - 07/20/2026
Gerardo Noriega	Final Approval - 07/21/2026
8. Staff Recommendation: Based on the review by this office, the Purchasing and Contracting Department, and the Airport Advisory Executive Committee, staff recommends award of contract to the highest ranked respondent, Network Cabling Services, Inc., for a total contract amount of \$707,752.64, including alternate bid, with a contract time of 120 calendar days.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

Memorandum

To: Isaac J. Tawil, City Manager

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

Date: July 15, 2026

Subject: Consideration and Approval to Award Contract to Top Ranked Vendor for the Cloud-Based FIDS, GIDS, BIDS, Terminal Public Address (PA) System Upgrade at McAllen International Airport (Project No. 05-26-C30-276).

GOAL

Consideration and Approval to Award Contract to Top Ranked Vendor for the Cloud-Based FIDS, GIDS, BIDS, Terminal Public Address (PA) System Upgrade at McAllen International Airport.

EXPLANATION

The Airport's existing Flight Information Display System (FIDS), Gate Information Display System (GIDS), Baggage Information Display System (BIDS), and Public Address (PA) system equipment has reached the end of its useful life. This project will replace the existing hardware and software with a cloud-based FIDS, GIDS, BIDS, and an on-premises PA system.

On May 21, 2026, the Purchasing and Contracting Department received five (5) proposals. The Selection committee was comprised of the Airport Advisory Executive Committee who reviewed and evaluated the proposals. Based on the committee's evaluation, Network Cabling Services, Inc. was selected to provide the installation, integration, and interfacing of the new systems.

Below is the summary of the proposal submittals:

Description	 Network Cabling Services, Inc.	SITA	Ford Audio Video Systems	FSH Technologies	Tele-Pro
Base Bid	\$ 703,708.80	\$ 907,689.20	\$ 1,096,949.70	\$ 1,242,890.00	\$ 1,473,198.10
Alternate Bid	\$ 4,043.84	\$ 61,312.80	\$ 6,500.00	\$ 8,500.00	\$ 4,440.00
Total Contract	\$ 707,752.64	\$ 969,002.00	\$ 1,103,449.70	\$ 1,251,390.00	\$ 1,477,638.10
Number of Calendar Days to Complete Work	120	120	50	90	285

Project is budgeted at \$800,000.00 under Passenger Facility Fund and Airport CIP Fund.

Please see attachment for the bid tabulation and overall evaluation matrix.

OPTIONS

1. Approve award of contract to highest ranked, lowest, responsive, and responsible bidder. (Staff Recommendation)
2. Reject proposals and re-advertise.

RECOMMENDATION

Based on the review by this office, the Purchasing and Contracting Department, and the Airport Advisory Executive Committee, staff recommends award of contract to the highest ranked respondent, Network Cabling Services, Inc. for a total contract amount of \$707,752.64, including alternate bid, with a contract time of 120 calendar days.



**Project Name: Request for Proposals for Cloud-Based FIDS, GIDS, BIDS, Terminal
Public Address System (PA) Upgrade**

**Project Number:
05-26-C30-276**

FIRM	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	TOTAL	RANK
NETWORK CABLING SERVICES, INC.	89	98	96	100	383	1
SITA	49	87	89	75	300	2
FORD AV	17	81	82	65	245	3
FSH TECHNOLOGIES	17	66	74	54	211	4
TELEPRO	14	71	68	57	210	5

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

FINANCIAL MATRIX (TABULATION) - PROJECT No. 05-26-C30-276 CLOUD-BASED FIDS, GIDS, BIDS, TERMINAL PUBLIC ADDRESS (PA) SYSTEM UPGRADE							
Item No.	Type	Description	Network Cabling Services, Inc.	SITA	Ford Audio Video Systems	FSH Technologies	Tele-Pro
1.1	Base	Fully Integrated FIDS, GIDS, BIDS System	\$ 278,148.85	\$ 142,440.00	\$ 192,227.00	\$ 309,200.00	\$ 469,695.00
1.2	Base	Fully Integrated PA Systems	\$ 361,586.42	\$ 682,732.00	\$ 805,000.00	\$ 820,700.00	\$ 869,576.00
1.3	Base	Contingency Allowance (10% of Subtotal of Section 1-2)	\$ 63,973.53	\$ 82,517.20	\$ 99,722.70	\$ 112,990.00	\$ 133,927.10
		Total Base Bid (Lump Sum)	\$ 703,708.80	\$ 907,689.20	\$ 1,096,949.70	\$ 1,242,890.00	\$ 1,473,198.10
FIDS/BIDS/GIDS System- Annual License & Support							
2.1	Alternate	Year 1	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid
2.2	Alternate	Year 2	(Yr 2- 5 Annual Support cost included with PA Section	\$ 31,939.00	\$ 33,880.00	(Yr 2- 5 Annual Support cost included with PA Section	\$ 18,530.00
2.3	Alternate	Year 3	below)	\$ 31,939.00	\$ 33,880.00	below)	\$ 19,458.00
2.4	Alternate	Year 4		\$ 31,939.00	\$ 35,235.20		\$ 20,430.00
2.5	Alternate	Year 5		\$ 31,939.00	\$ 35,235.20		\$ 21,452.00
PA System - Annual License & Support							
2.6	Alternate	Year 1	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid
2.7	Alternate	Year 2	\$ 20,055.00	\$ 49,884.00	Included	\$68,000	\$ 46,920.00
2.8	Alternate	Year 3	\$ 21,057.75	\$ 49,884.00	Included	\$68,000	\$ 42,228.00
2.9	Alternate	Year 4	\$ 22,110.64	\$ 49,884.00	Included	\$68,000	\$ 38,005.00
2.10	Alternate	Year 5	\$ 23,216.18	\$ 49,884.00	Included	\$68,000	\$ 34,205.00
Optional - Additional Warranty Years 2 to 5							
3.1	Alternate	Year 1	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid	Yr 1 - Included in base bid
3.2	Alternate	Year 2	\$ 49,952.88	\$ -	\$ 24,483.00	Undetermined	Pricing Not Submitted
3.3	Alternate	Year 3	\$ 49,952.88	\$ -	\$ 25,669.00	Undetermined	Pricing Not Submitted
3.4	Alternate	Year 4	\$ 49,952.88	\$ 11,886.00	\$ 30,320.00	Undetermined	Pricing Not Submitted
3.5	Alternate	Year 5	\$ 49,952.88	\$ 11,886.00	\$ 33,398.00	Undetermined	Pricing Not Submitted
Alternate Items - Section 4							
4.1	Alternate	Ticket Counter 55 inch Displays- Remove & Replace - Qty. 21	\$ 90,827.16	\$ 47,545.68	\$ 50,190.00	\$ 47,250.00	\$ 64,407.00
4.2	Alternate	FIDS 55 inch Displays-Remove & Replace - Qty. 4	\$ 17,121.08	\$ 9,056.32	\$ 9,560.00	\$ 22,500.00	\$ 16,612.00
4.3	Alternate	GIDS-55 inch Displays-Remove & Replace - Qty. 10	\$ 42,802.70	\$ 22,640.80	\$ 23,900.00	\$ 9,000.00	\$ 32,730.00
4.4	Alternate	Reimage/Reprovision Dell Mini Computers - Qty. 10	\$ 4,043.84	\$ 61,312.80	\$ 6,500.00	\$ 8,500.00	\$ 4,440.00
		Total Alternate Item Section 4 (Lump Sum)	\$ 154,794.78	\$ 140,555.60	\$ 90,150.00	\$ 87,250.00	\$ 118,189.00
Number of Calendar Days to Complete Work			90-120	120	50	90	285

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.M.

DATE SUBMITTED

07/22/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration and Approval of payment authorization for two (2) Fire Department UTV Medical Units through the Office of the Governor Fiscal Year 2025 Border Zone Fire Departments Grant Program.
2. Party Making Request: Juan Gloria
3. Applicant: Juan Gloria
4. Nature of Request:
The Office of the Governor, through the FY 2025 Border Zone Fire Departments (BZFD) Grant Program, approved \$187,000.00 (on a reimbursement basis/no local match), for the McAllen Fire Department to purchase two (2) MEDSTAT MS 500 vehicles in support of emergency services along the US/Mexico border.

During the regular City Commission Meeting on January 13, 2025, item 4D was approved providing for a budget amendment in the amount of \$178,000 to upfront the funds upon delivery of the vehicles.

The Fire Department has taken delivery of the (2) UTV medic units and Grants Administration has reviewed and approved the invoices for payment.
5. Fiscal Impact Summary: (2) UTV medic-units
011-2020-426-66-14 Capital Outlay / Vehicles.
To be reimbursed by the Office of the Governor/BZFD Grant Program.
6. Budgeted: Yes

Bid Amount:	<u>\$186,924</u>	Budgeted Amount:	<u>\$187,000</u>
Under Budget:	<u>\$76</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$76</u>
7. Routing:

Juan Gloria	Created/Initiated - 07/22/2026
Angie Rodriguez	New -
Sonia Resendez	-
Julia Lash	-
Gerardo Noriega	-
8. Staff Recommendation:
Staff recommends approval to process payment to "ASAP-Off Road Specialty Vehicles" for \$186,924 for the purchase of two (2) Fire Department UTV medical units through the FY 2025 Border Zone Fire Departments (BZFD) Grant.
9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

MEMORANDUM

DATE: July 16, 2026
TO: Isaac J. Tawil / City manager
FROM: Juan A. Gloria Jr. / Fire Chief
SUBJECT: Fire Department UTV medic units – FY25 Border-Zone FD Grant.

GOAL:

Requesting payment authorization to “ASAP-Off Road Specialty Vehicles” for \$186,924 for the purchase of two (2) Fire Department UTV medical units through the FY 2025 Border Zone Fire Departments (BZFD) Grant.

EXPLANATION:

The Office of the Governor, through the FY 2025 Border Zone Fire Departments (BZFD) Grant Program, approved \$187,000.00 (on a reimbursement basis/no local match), for the McAllen Fire Department to purchase two (2) MEDSTAT MS 500 vehicles in support of emergency services along the US/Mexico border.

During the regular City Commission Meeting on January 13, 2025, item 4D was approved providing for a budget amendment in the amount of \$178,000 to upfront the funds upon delivery of the vehicles.

The Fire Department has taken delivery of the (2) UTV medic units and Grants Administration has reviewed and approved the invoices for payment:

Funding source:

1. 011-2020-426-66-14 Capital Outlay / Vehicles.
 - a. To be reimbursed by the Office of the Governor/BZFD Grant Program

RECOMMENDATION:

Staff recommends approval to process payment to “ASAP-Off Road Specialty Vehicles” for \$186,924 for the purchase of two (2) Fire Department UTV medical units through the FY 2025 Border Zone Fire Departments (BZFD) Grant.

Juan A. Gloria Jr.  Date: 2026.07.16
13:52:21 -05'00'



PO Box 556

Midvale, Ohio 44653

P.740-922-2727

F.740-922-9337

Bill To: City of McAllen
Address: PO box 220
McAllen, TX 78505-0220

Invoice #: 7326 ✓
Invoice Date: 7/3/2026

P.O. # 269125

TERMS: Due on Receipt

Item #	Description	Qty	Unit Price	Price
1	Medstat 500	1	\$ 93,462.00	\$ 93,462.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Invoice Subtotal				\$ 93,462.00
Tax Rate				
Sales Tax				\$ -
Other				
Deposit Received				
TOTAL				\$ 93,462.00

WILDFIRE
SCOUT
BOLT-ON FIRE PUMP SYSTEM

MEDSTAT
SERIES
ENCLOSURE UTILITY AMBULANCE

SELECT
SERIES
ALL-TERRAIN UTILITY AMBULANCE

Make checks payable to: Alternative Support Apparatus, LLC

Terms:

No return on electrical or special order items. Payment in full required on special order or custom items.
Parts must be returned within 10 days.
All returns subject to 20% handling charge.
Please pay from this invoice.
Payment due upon receipt, 2% late fee/month.

APPROVED

GRANT

CITY OF MCALLEN

Signature

Date

Acct#

Juan A. Gloria Jr. Date: 2026.07.16
10:35:11 -05'00'



PO Box 556
Midvale, Ohio 44653

P.740-922-2727
F.740-922-9337

Bill To: City of McAllen
Address: PO box 220
McAllen, TX 78505-0220

Invoice #: 62426 ✓
Invoice Date: 6/24/2026

P.O. # 269125

TERMS: Due on Receipt

Item #	Description	Qty	Unit Price	Price
1	Medstat 500	1	\$ 93,462.00	\$ 93,462.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Invoice Subtotal \$ 93,462.00

Tax Rate

Sales Tax \$ -

Other

Deposit Received

TOTAL \$ 93,462.00

WILDFIRE
SCOUT
BOLT-ON FIRE PUMP SYSTEM

MEDSTAT
SERIES
ENCLOSURE UTILITY AMBULANCE

SELECT
SERIES
ALL TERRAIN UTILITY AMBULANCE

Make checks payable to: Alternative Support Apparatus, LLC

Terms:

No return on electrical or special order items. Payment in full required on special order or custom items.

Parts must be returned within 10 days.

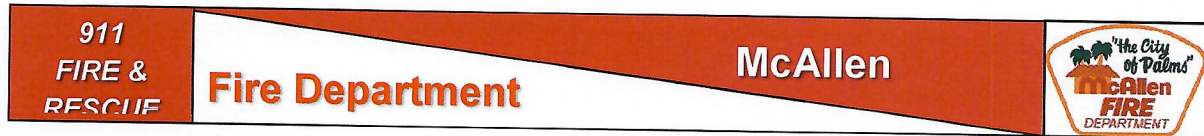
All returns subject to 20% handling charge.

Please pay from this invoice.

Payment due upon receipt, 2% late fee/month.

APPROVED
GRANT
CITY OF MCALLEN
Signature [Signature]
Date 7-16-2026
Acct#

Juan A. Gloria Jr. Date: 2026.07.16
10:32:16 -05'00'



MEMORANDUM

TO: Isaac J. Tawil / City Manager

FROM: Juan A. Gloria Jr. / Fire Chief
Juan A. Gloria Jr. Date: 2025.01.08

DATE: December 27, 2024 08:18:29 -06'00'

RE: Purchase of (2) Fire Department UTV medic units – FY25 Border-Zone Fire Departments Grant/Office of the Governor.

GOAL:

Requesting authorization to award contract to “ASAP-Off Road Specialty Vehicles”, for \$186,924, for the purchase of two (2) Fire Department UTV medical units.

EXPLANATION:

The Office of the Governor, through the FY 2025 Border Zone Fire Departments (BZFD) Grant Program, approved \$187,000.00 (on a **reimbursement** basis/**no local match**), for the McAllen Fire Department to purchase two (2) MEDSTAT MS 500 vehicles in support of emergency services along the US/Mexico border.

City of McAllen funding source:

1. 011-2020-426-66-14 Capital Outlay / Vehicles.
 - a. To be reimbursed by the Office of the Governor/BZFD Grant Program upon delivery of the vehicles.
 - b. A budget amendment will be requested to upfront the funds upon delivery of the vehicles.

RECOMMENDATION:

Staff recommends approval to award a purchase contract to “ASAP-Off Road Specialty Vehicles” for \$186,924, for the purchase of two (2) Fire Department UTV medical units.

ASAP - OFF ROAD SPECIALTY VEHICLES
 5609 GUNDY DRIVE MIDVALE, OH 44653
 877-929-2727 www.asap911.com
 Pricing effective 11/15/2023



2024 MEDSTAT MS 500 QUOTE

DEALER: ASAP

CUSTOMER:

McAllen Fire Department
 201 N 21st ST
 McAllen, TX 78501

DATE 12/15/2024
 QUOTED BY S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
MS 500 BASE UNIT			
CHASSIS AND CAB STANDARD FEATURES	\$75,379	2	\$150,758
Modified Intimidator UTV Chassis			
Standard White Paint Color - Hood & Dash			
On Demand Four Wheel Drive			
Fully Independent, Heavy Duty Suspension			
Power Steering			
Cab - Steel Mounted to ROPS Roll Bar w/ Windshield and Doors			
Windshield Wiper 270 Degree Sweep			
Mirrors - Lt & Rt & Rear View			
Deep Cycle Battery			
Skirting - Alum Tread Plate w/ Rear Step Bumper			
Auxiliary Switches - Five (5)			
Air Conditioning			
Insulation Package - Cab/Engine			
Siren and Speaker			
Tailpipe			
PATIENT COMPARTMENT STANDARD FEATURES			
All Aluminum Welded Construction			
Heavy Duty Extruded Frame			
Painted Interior - Non-Insulated surfaces			
Painted Exterior - White Standard			
Bench Seat - 60" w/ Seat Belts, Seat Pads, Built in Storage			
Cot Mounting System			
Door - Side Access Door to Bench Storage			
Door - Rear Hinged Wrap Around Style Double Doors			
Grab Handles - Interior (1) Entry Door and (1) Ceiling			
Windows - Tinted Auto Safety Glass w/ Slide Screen			
Insulation - Headliner Panel			
Insulation - Interior Wall Panels			
IV Holder - Rubber Style			
Outlet - 12 Volt Auxiliary			
ALS Cabinets Package - Upper & Lower			
LIGHTING STANDARD FEATURES			
LED Headlights			
LED Dome Lights - (1) in Cab, (1) in Patient Compartment			
LED Tail Lights			
LED Rear Scene/Load Light			
LED Turn Signals			
LED Emergency Lights - (1) Each Side, (2) Rear			
LED Light Bar (Front Facing)			
TIRES AND WHEELS STANDARD FEATURES			
Aluminum Wheels - 4 Wheels			
Off-Road Tires			
CHASSIS AND CAB OPTIONS			
Auto Eject Shoreline in Place of Manual Shoreline	\$525	2	\$1,050
Custom Lettering - Rear Bumper	\$212	2	\$424
Heater- Under Dash w/ Defrost Fan	\$1,233	2	\$2,466
Winch - Multi 4500 LB (Includes Hitch Reciever)	\$2,085	2	\$4,170
Rear View Camera System	\$744	2	\$1,488
Brush Guard	\$320	2	\$640
PATIENT COMPARTMENT OPTIONS			
110 Volt Heater	\$1,171	2	\$2,342
Bench Seat - Back Pads - 60" (Wall Mounted)	\$450	2	\$900
Outlet - 110 Volt	\$175	2	\$350
Fire Extinguisher - 2 lb ABC (Max 2)	\$125	2	\$250
PAINT OPTIONS			
Custom Paint Color (Other Than Standard White) <u>Paint Code</u>	\$975	2	\$1,950
LIGHTING OPTIONS			
LED Front Scene/Work Lights (Qty 2)	\$350	2	\$700
LED Side Scene Lights	\$759	2	\$1,518
TIRE UPGRADE OPTIONS			
Turf Tires - Carlisle All Trail ATV 27" Tires Four (4)	\$1,250	2	\$2,500
Spare Tire (1) - Carlisle All Trail w/Aluminum Rim	\$409	2	\$818
TOTAL MEDSTAT CUSTOMER PRICE			\$172,324
CUSTOMER REQUESTED ITEMS			

12/30/2024 8:25

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 11/15/2023



DEALER: ASAP
CUSTOMER:
McAllen Fire Department
201 N 21st ST
McAllen, TX 78501

2024 MEDSTAT MS 500 QUOTE

DATE 12/15/2024
QUOTED BY S. Carlisle

	CUSTOMER		QTY	CUSTOMER EXTENDED PRICE
	NET PRICE			
Estimated Shipping to McAllen, TX 78501	\$7,300.00		2	\$14,600.00
TOTAL PRICE TO CUSTOMER				\$186,924

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

ASAP Prices are valid for 30 Days
FOB Midvale, OH if No Shipping Fee is Quoted

Accepted this _____ Day of _____, 2024
Signature _____
Title _____
Purchase Order No. _____

FINANCING AVAILABLE*	
Estimated Annual Payment (5 years)	\$43,366
Estimated Monthly Payment (60 months)	\$3,614
Contact ASAP for a Formal Quote	

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information

Juan Gloria

From: Juan Gloria
Sent: Monday, January 6, 2025 4:01 PM
To: Scott Carlisle
Cc: Cesar Leos; Michael Luna; Gerardo Noriega; Julia Lash
Subject: RE: ASAP Information

Thank you Mr. Carlisle.

JAG
Fire Chief

From: Scott Carlisle <scarlisle@asap911.com>
Sent: Monday, January 6, 2025 3:59 PM
To: Scott Carlisle <scarlisle@asap911.com>
Cc: Juan Gloria <jgloria@mcallen.net>; Cesar Leos <cleos@mcallen.net>; Michael Luna <mluna@mcallen.net>; Gerardo Noriega <gnoriega@mcallen.net>; Julia Lash <jlash@mcallen.net>
Subject: Re: ASAP Information

Chief,

I will waive the 25% down payment with terms payment in full on delivery.

Scott Carlisle

Sent from my iPad

On Dec 30, 2024, at 8:23 AM, Scott Carlisle <Scarlisle@asap911.com> wrote:

Chief,

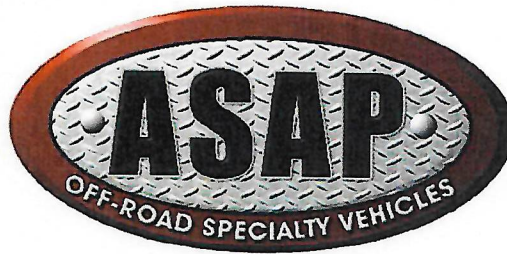
Hope you all have a Merry Christmas and have a Happy New Year!

Attached you will find the updated quote. I will hold this pricing until January 15th. If we go past that date I will have to apply the price increase that took affect the first of December.

Respectfully,
Scott D. Carlisle
General Manager
330-340-8521 cell
740-922-2727 office

<image001.png>

<image002.png>



09/12/2024

To Whom It May Concern,

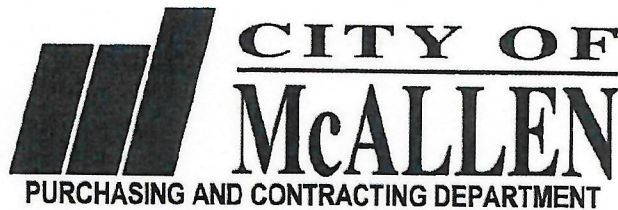
Alternative Support Apparatus LLC (ASAP) of 5609 Gundy Drive, Midvale, Ohio is the only company in the world that builds the ASAP MedStat off-road ambulance vehicle that features a fully enclosed patient compartment. This vehicle is built on a modified UTV chassis.

The ASAP MedStat is the only UTV based off-road ambulance vehicle that holds a US Patent (Patent No. 8,215,422 B2). This vehicle works hand-in-hand with your full-size ambulance and EMS fleet by providing a climate controlled enclosed environment for the patient, securely housing a full-size cot, and seating for up to two attendants and a driver. It also features a dedicated battery system to ensure the power you need for scene, search and emergency lights. The ASAP MedStat can meet your needs with its numerous standard features and an extensive list of options.

ASAP and Intimidator UTV products are all made in the United States of America.

A handwritten signature in black ink, appearing to read "Scott Carlisle", with a long, sweeping horizontal line extending to the right.

Scott Carlisle
General Manger
Alternative Support Apparatus LLC



SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT - RETAIN WITH PURCHASE ORDER RECORD

Before me, the undersigned official, on this day, personally appeared Scott D. Carlisle a person known to me to be the person whose signatures appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My Name is Scott Daniel Carlisle, Title President / General Manager. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Alternative Support Apparatus, LLC
3. The above-named company or firm is the sole source for the following item (s), product(s) or services (s):
MedStat soft-road ambulance
4. The following sets forth the reasons why this company/firm is a sole source provider:
We hold a United States utility patent. Patent number 8,215,422 B2
5. Competition in providing the above named item(s), product(s), and/or service(s) is precluded by the existence of patents, copyrights, secret processes, or natural monopolies as stated under Texas Local Government Code, Subchapter B, Section 252.022, 7(A) or as provided for under 7(B) – 7(F) of the same section.
6. I understand that if the company/firm represented herein ceases to be a sole-source provider, we shall immediately make a full disclosure in writing to the City of McAllen Purchasing & Contracting Department of all relevant facts and circumstances.
7. I understand that by providing false information on this sole source affidavit, we may be considered a non-responsive Vendor on this and future purchases and may result in discontinuation of any/all business with the City of McAllen.

[Signature]
Signature of Affiant

SWORN to and SUBSCRIBED before me, on this 6 day of December, 2024.



[Signature]
NOTARY PUBLIC

Kayla Bille

PRINTED NAME

9/27/25

MY COMMISSION EXPIRES

COMPANY NAME: Alternative Support Apparatus, LLC
ADDRESS, CITY, STATE & ZIP CODE: 5609 Gandy Drive, Midvale, OH 44653
PHONE: 740-922-2727 FAX NUMBER: 740-922-9337
CONTACT NAME AND TITLE: Scott Carlisle President / General Manager
WEB ADDRESS: asap911.com E-MAIL: SCARLISLE@ASAP911.com
FEDERAL TAX ID NUMBER: 35-2234683 TEXAS SALES TAX NUMBER: _____

REQUEST FOR AVAILABILITY OF FUNDS

Construction ☐ Purchase ☒
Service ☐ Supply ☐
Land Acquisition ☐

Department Name: Fire Department
Department Head: Juan Angel Gloria Jr.
Signature: Juan A. Gloria Jr. Date: 2026.07.17 10:15:23 -05'00' Date: 07/17/2026
Project Name: Fire Department UTV medic units
Description: Requesting payment authorization to "ASAP-Off Road Specialty Vehicles" for \$186,924 for the purchase of two (2) Fire Department UTV medical units through the FY 2025 Border Zone Fire Departments (BZFD) Grant.

Start Date 7/16/2026 End Date 9/30/2026 Location of Project: Fire Station 1

State/Federal Funding (Specify Agency (ies)): Office of the Governor FY25 Border Zone Fire Dept. Grant
State/Federal Grants (Specify Agency (ies)): N/A

Account Number : (Include Project Code) Capital Outlay/Vehicles: 011-2020-426-66-14 Estimated Cost: \$ 186,924

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

Office of Management & Budget / Treasury Management Approval:

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

Funding Source: General Fund - Fire Department

Budget Amount: \$ 187,000

Name: Scott M. Luke Jr.

Title: Assistant Budget Director

Signature: Scott M. Luke Jr. Digitally signed by Scott M. Luke Jr Date: 2026.07.20 11:50:34 -05'00" Date: 7/20/2026

City Manager / General Manager Authorization to Solicit Bids:

Approved: ☒ Disapproved: ☐

Signature:  Date: 7.22.26

FEDERAL REQUIREMENTS:

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

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

☒ No, Buy America does not apply

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

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

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

☒ No DBE Required for this project.

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

Please add publication location. _____

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

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

N/A



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.A.

DATE SUBMITTED

07/16/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award of Contract for Los Encinos Turf Field to Texas Artificial Turf & Design, LLC. (Project No. 07-26-C35-01).
2. Party Making Request: Denny Meline
3. Applicant: Denny Meline
4. Nature of Request: To consider and approve Award of Contract to Texas Artificial Turf & Design, LLC through TIPS Cooperative for the purchase and installation of turf field at Los Encinos Park.
5. Fiscal Impact Summary: Account #121-8706-466-66-30-CP2401
6. Budgeted: Yes

Bid Amount:	<u>\$345,026.17</u>	Budgeted Amount:	<u>\$374,519.00</u>
Under Budget:	<u>\$0</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Juan Martinez	Created/Initiated - 07/16/2026
Denny Meline	Approved - 07/16/2026
Angie Rodriguez	Approved - 07/16/2026
Sonia Resendez	Approved - 07/17/2026
Gerardo Noriega	Approved - 07/17/2026
Elvira Alonzo	Final Approval - 07/17/2026
8. Staff Recommendation: The Parks & Recreation Department recommends award of contract to Texas Artificial Turf & Design, LLC from Dallas, Texas in the amount of \$345,026.17.
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT



OFFICIAL MEMORANDUM

TO: Isaac Tawil, City Manger

FROM: Denny Meline, Parks & Recreation Director

DATE: July 16, 2026

SUBJECT: Consideration and Approval of Award of Contract for Los Encinos Turf Field Project No. 07-26-C35-01 to Texas Artificial Turf & Design, LLC.

GOAL:

To consider and approve the award of a Job Order Contract (JOC) to Texas Artificial Turf & Design, LLC, through the TIPS Cooperative, for the purchase and installation of turf field at Los Encinos Park.

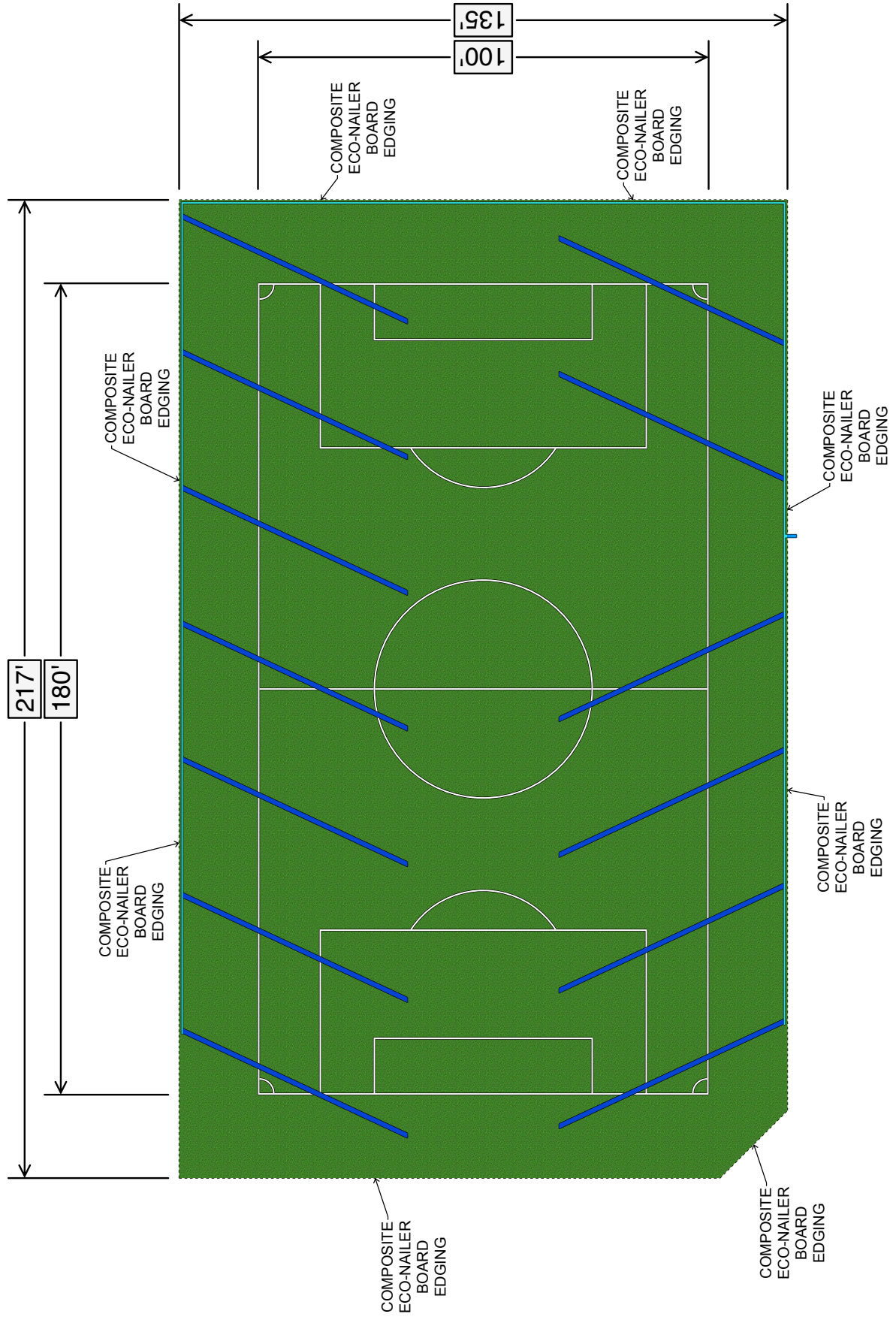
DISCUSSION:

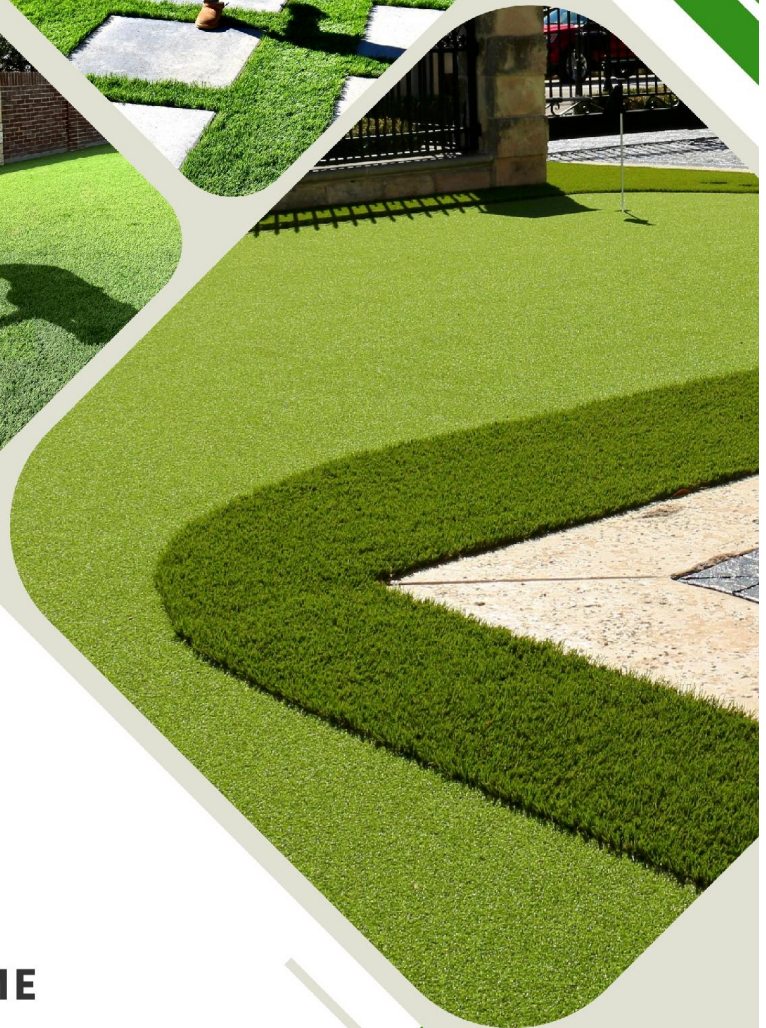
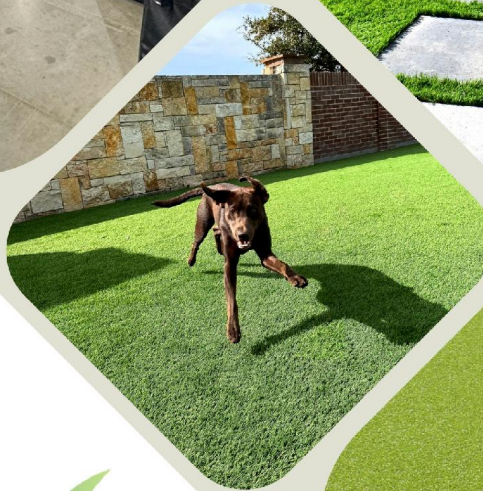
The Parks & Recreation Department solicited a TIPS Cooperative JOC quote from Texas Artificial Turf & Design, LLC for the purchase and installation of turf field for Los Encinos Park Fields in the amount of \$345,026.17.

Budget: \$395,000
Account: 121-8706-466-66-30
Project Code: CP2401

RECOMMENDATION:

The Parks & Recreation Department recommends award of contract to **Texas Artificial Turf & Design, LLC from Dallas, Texas** in the amount of **\$345,026.17**, through TIPS Cooperative.





REASONS WE ARE AWESOME

- ✓ Satisfaction Guaranteed
- ✓ Pre and Post Installation Checklists
- ✓ In-House Installation Crews
- ✓ Technology that WORKS!

(469) 560-7202
www.turfanddesign.com

Texas Artificial Turf & Design Service Commitment Agreement

At Texas Artificial Turf & Design, we don't just install turf — we deliver a flawless customer experience, backed by our commitment to excellence. This Service Commitment Agreement outlines the standards you can expect from us on every project.

Our Installation Standards and Guarantee

We commit to the following benchmarks of quality and professionalism on every job:

Zero Visible Seams

All seams will be expertly joined, virtually invisible, and reinforced for long-term durability.

Clean Cuts Along All Edges

Edges will be precision-trimmed for a seamless, professional finish — around all borders, features, and structures.

Smooth Elevation & Grading (IBC - Chapter 18 – Section 1804.4)

The base will be graded to ensure smooth elevation transitions and proper drainage, avoiding dips or pooling.

Daily Progress Guarantee

We commit to completing ~750 sq. ft. of installation per day, weather permitting.

Constant Communication

You'll receive consistent updates throughout the project, and we'll be available for any questions or concerns.

Respect for Your Property

We treat your home like our own — protecting landscaping, driveways, and surrounding features during the job.

Spotless Clean-Up

Upon completion, we will leave your property spotless — no tools, trash, or debris left behind.

Quality Control Process

As a company, we guarantee that all material(s) and accessories are proper for the utmost correct synthetic turf installation. Additionally, our team follows a strict quality checklist throughout the installation to ensure every detail is right.

Perfection, Not Just Completion

We do not close out a job until it's 120% perfect in our eyes and yours.

Honored Warranty

Your project is backed by a full workmanship warranty. If anything doesn't meet our promised standard, we'll make it right.

Warranty Acknowledgment

All workmanship performed by Texas Artificial Turf & Design is covered under our **5 year** workmanship warranty. This covers any installation-related defects or issues that arise due to our team's labor. Product or material warranties are provided by our manufacturer; **15 years** for our *Eco-Line*, and **25 years** for our *Premium Line*.

If a workmanship issue arises within the warranty period, please contact us at support@turfanddesign.com, for the quickest response, and we will schedule an inspection and any necessary corrective action.

Workmanship Warranty Coverage Includes:

- Sinking Caused by Improper Compaction
- Changing of Slope and Grade Caused by Improper Compaction
- Water Pooling Due to Formation of Low Spots
- Seam Separation
- Edge or Seam Lift Caused by Improper Fastening
- Irrigation and/or Landscape Lighting Failure Caused by Puncture of Fasteners

*Testing of Systems at Time of Completion Required

Material Warranty Coverage Includes:

- Product Degradation
- Color Fade or Loss
- Excessive Matting or Flattening of Blades
- Compression Marks





Texas Artificial Turf & Design, LLC
10930 Switzer Avenue Suite 115,
Dallas, Texas
75238

QUOTE 65451820

Quote Date: Jul 16, 2026 08:35 PM

Valid Until: Aug 31, 2026

Representative: Brandon Ballard

Rep's Phone Number: (469) 343-3103

Customer Name: Juan Martinez

Phone Number: 956-681-3316

Project: City of McAllen - Los Encinos Park

PROPOSAL DETAILS:

Project Address:

2900 Sarah Avenue,
McAllen, TX 78503

Payment Schedule:

25% Deposit - 50% Installment Due Morning of Install - 25% at
Completion

Payment Method:

ACH/Wire

Material Delivery Location:

Parking Lot

Access Point:

Open

Yard Sign Permitted:

N/A

Irrigation:

Cap ALL

SUMMARY OF WORK:

Excavate existing dirt to a depth of up to 6 inches to establish proper subgrade for drainage and stability.

Install composite 2"x4" Nailer Board along all perimeters to define the space and keep base and turf system securely contained.

Installation of J-Drain field system w/ perimeter flex pipe; Tie into existing drainage system with open tie-end, available just outside of field's footprint.

Install and mechanically compact a crushed limestone aggregate base, to state athletic guidelines to provide:

- A solid, long-lasting foundation
- Proper drainage through the system
- Resistance to shifting and wear under heavy use
- Install PP52 high-traffic synthetic turf by TX Artificial Turf & Design, designed specifically for durability in high-use areas such as playgrounds.

Turf to be professionally seamed, secured, and groomed for a consistent and clean finish.

Infill Application Includes:

- Apply proprietary infill blend consisting of:
- Zeolite for odor control
- T-Cool to reduce surface heat from sunlight
- Standard infill for ballast and fiber support
- Infill to be evenly distributed and worked into the turf system for long-term performance.

System is designed to drain, hold up to heavy traffic, and stay put—even with kids running it hard every day.

All work to be completed in accordance with manufacturer guidelines and industry best practices.

Any unforeseen site conditions may require adjustment via change order.

Exclusions: Concrete/Flat-work, Landscaping, Irrigation, Drainage Outside of Included Work Below, and Fence-Related Work.

TIPS CONTRACT #: 241001

Product Name	Description	Qty	Unit Cost	Amount
2" x 4" Composite Bender Board Edging	Price Per Ln.Ft.	695	\$ 9.88	\$ 6,866.60
PP52 - 3000+ SQ.FT.	Price Per Sq.Ft. - Pile Height: 1" - Total Weight: 82oz - Thread Count: 193/sq.in. - Features: Durablade Technology, UV & Stain Protective Coating, and PFAS Free - Premium Performance Infill - T-Cool Technology (Cooler by up to 20%) - Zeolite Deodorizer (STAYS FRESH!) - 15 Year Premium Turf - 5 Year Workmanship Warranty	28736	\$ 9.38	\$ 269,543.68
PP52 - Leave Out Strips	Price Per Ln.Ft. - Color: WHITE - Pile Height: 1" - Total Weight: 82oz - Thread Count: 193/sq.in. - Features: Durablade	1340	\$ 12.01	\$ 16,093.40

	Technology, UV & Stain Protective Coating, and PFAS Free - Premium Performance Infill - T-Cool Technology (Cooler by up to 20%) - Zeolite Deodorizer (STAYS FRESH!) - 15 Year Premium Turf - 5 Year Workmanship Warranty			
Drainage - 6" Wide J-Drain	Material & Labor - 165' Roll - Includes Sock, End Caps, and Couplers	7	\$ 2,954.89	\$ 20,684.23
Drainage - 50' Perforated 4" Flex Pipe w/ Sock	Material & Labor	10	\$ 882.80	\$ 8,828.00
Drainage - 4" Wye Connector	Material & Labor	14	\$ 12.42	\$ 173.88
Specific Services	Price Per Night Equipment, Travel, Lodging, and Supervisory Fee	14	\$ 1,631.17	\$ 22,836.38

Subtotal:	\$ 345,026.17
Discount:	\$ 0.00
Tax:	\$ 0.00
Grand Total:	\$ 345,026.17

Customer Signature Approval:

By signing the agreement, the customer agrees that all specifics have been covered and are reflected within this agreement, and that if it is not included in the agreement, it won't be provided. Customer agrees to the design associated with this agreement, and if the customer has not received the design, it is up to the customer to request it be sent. Customer agrees to all terms and conditions, the standard installation procedure, as well as the payment schedule associated with this agreement.

Terms & Conditions

Customer's signature on this agreement acknowledges that the customer has read and agrees to all work outlined in the cost breakdown, project summary, terms and conditions set forth in this document, as well as any attachment(s).

- Estimates awaiting signature approval are valid for 30 days, after which, pricing may be subject to change.
- Customer agrees that any & all details have been covered and are lined out in either this agreement or the attached design. Any details that are not listed, described, or included, will not be included in the project, and the project will be completed per standard procedure outlined within this agreement. Any work, components, or accessories not included or listed, will not be included in install or contract total. Including but not limited to; concrete, stumps, etc. found sub-surface, that require additional labor. Any requests made on-site, before install or at the time of install to design-consultant, install crew, or other company associates, will incur an additional charge/charges.
- In order to execute an efficient install and avoid any injury, per insurance requirements, we ask that any individual that is not an authorized turf install tech or a company representative, remain inside property and/or away from the job-site throughout the duration of the project. It is required by insurance for safety reasons that only authorized install techs or member(s) of the install crew occupy the job-site until completion. If this requirement is violated, all work will cease to continue until that individual has left the restricted area and will be notified of our safety policy. If this requirement is violated a second time, the job will cease to continue for the day and an additional day-rate may be incurred by violator. Please feel free to watch from indoors or from afar, as well as contact your design consultant and/or the office if there are any concerns, questions or feedback. This is an insurance requirement and for your own safety.
- Customer understands and agrees that the authorized signature produced on this agreement for contracted work, hereby serves as authorization, approval and commitment for all parties listed on property outlined on this agreement.
- Customer agrees to the payment schedule as shown, and that any payment information provided, at any point by customer, is complete and accurate.
- Company has the right to collect payments per above schedule on provided credit card (if applicable), based on progress and completion of

work unless other payment method is provided prior. In the event that Customer requests a refund for any reason, the Company reserves the right to charge a refund processing fee of 3.5% of the original transaction amount. This fee will be deducted from the total refund provided.

- Company has the right to collect payments per above schedule from financing companies (if applicable).

- The heat from reflective surfaces including but not limited to windows can cause the quality of the turf to be compromised and is not covered by the warranty.

- When retaining sprinkler heads, lines or other irrigation lines within turf installation area ONLY, Texas Artificial Turf & Design LLC recommends irrigation systems not be ran more than eight (8) times a month, no longer than five (5) minutes at a time, to avoid any potential risks of wash-out of base material, infill, etc. By exceeding these guidelines, homeowner maintains responsibility for such related issues. For flower beds and other spaces in yard, adjacent to turf areas, it is recommended to replace existing irrigation head(s) for adjacent areas to a more directional type of irrigations head(s).

- Minimal weeds are normal. Texas Artificial Turf & Design LLC cannot be held liable for any Bermuda, Nut Sage, or Crab Grass. Usage of a weed killer is recommended in these cases.

- Texas Artificial Turf & Design LLC and the Warranty, do NOT cover work completed by other contractors, or any issues arising from work performed by other contractors, whether completed before, during, or after installation, including but not limited to irrigation and drainage issues. Customer understands that there is a minimal chance that infill and base aggregate could blow into the pool(s) and that Texas Artificial Turf & Design LLC is not obligated to clean, as most filtration systems are able to self-clean but in some cases, a standard pool cleaning net is what should be used to remove.

- In the event of other construction, building or remodeling taking place in or outside of the property to-be-improved, prior to or during work contracted by Texas Artificial Turf & Design LLC that changes the scope of work outlined in the signed and approved contract, or the project's schedule, Texas Artificial Turf & Design LLC reserves the right to request a change order with an increase in price to cover additional job costs. If customer declines the additional charges, Texas Artificial Turf & Design LLC reserves the right to cease any further work and collect final payment(s) for original contract value.

- The law requires that the contractor gives you a notice explaining your right to cancel upon signing this agreement. You are agreeing that these acts have been explained and provided.

- You, the buyer, may cancel this transaction at any time prior to midnight of the third (3rd) business day after the date of this transaction.

- Deposits are NOT refundable after 3-day right to cancel period, deposit funds can be applied to any project for the same address within three (3) months of initial signing. If construction has not started within three months of signing, through no fault of Texas Artificial Turf & Design LLC, the deposit is forfeited and contract is voidable at Texas Artificial Turf & Design LLC option.

- Texas Artificial Turf & Design LLC may cancel this contract at any time prior to installation, for any reason and at its sole discretion, by sending written notice to the address to be improved or the customer provided email and/or phone number, and returning any collected funds.

- In the event of any dispute, including litigation and alternative dispute resolution procedures such as arbitration, between the parties to this contract, the prevailing party in such dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, and expert and consultant's fees, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings.

- Texas Artificial Turf & Design LLC is NOT responsible for any rebate offered by the city, state, or any other third-party company.
- The amount and due date of payments are in no way contingent on successful application or receipt of incentive funding or financing from third parties of any kind.
- The customer has a duty to sign the Completion or Contract Agreement or provide a written statement of perceived incomplete work. If, two (2) weeks after being notified by Texas Artificial Turf & Design LLC, in writing, to the improved address or customer provided email address and/or phone number, of the completion of the project, and the customer has not provided written notice stating any perceived outstanding or incomplete work per the contract scope, Customer will be deemed to acknowledge full performance, and hereby grants permission to collect any and all amounts due via previously provided information or otherwise.
- Texas Artificial Turf & Design LLC provides a warranty applicable only on full receipt of payment and customer's execution warranty registration, within 7 calendar days of Texas Artificial Turf and Design LLC notifying customer of project completion.
- Texas Artificial Turf & Design LLC warranty's the installation of all turf products per the "Warranty Terms & Conditions", supplied by Texas Artificial Turf & Design LLC, for five (5) years from completion date but does not warranty non-artificial turf product defects, including but not limited to rock, composite edging, pavers, etc..
- Texas Artificial Turf & Design LLC reserves the right to utilize any images for promotional material.
- In the event that customer does not pay, interest will accrue at a rate of 2% per month on all amounts due, which will be added to the amount due and compounded if payment remains outstanding.
- Texas Artificial Turf & Design LLC has the right to record a notice of lien as provided by law against the property if the contract is not paid in full upon completion.
- The indicated progress payment due reflects the value of work performed to that point, includes, but is not limited to the following: landscape design, scoping work, site assessment, drainage assessment, area pre-measurement and final measurement as needed, creation and calculation of appropriate bill of materials, review for and application for needed permits, excavation safety review, scheduling of the deliveries, vendors, contractors, rental machinery, and subcontractors, as needed, as well as contract administration.
- The cost of any permits or third-party surveying required for the project will be the sole cost of the customer unless explicitly included above. Texas Artificial Turf & Design LLC is entitled to a 10% administration fee on cost of such surveying or permits, if involved in scheduling and approval process.

STANDARD INSTALLATION

- Removal of Sod/Dirt
- Delivery of turf and infill
- Supply and install up to 4" of chat substrate, compared for proper drainage
- 6 inch nails placed every ~6 inches around perimeter

- Engineered seaming system

- Capping sprinkler system and testing irrigation system (If irrigation testing is unable to be performed, Texas Artificial Turf & Design is not liable for irrigation issues and/or issues related to irrigation system).

- Removal of any general-purpose drip lines in location of turf (if no longer needed)

- Very minimal weeds are possible, due to tree seedlings and other causes, and in this rare situation, simply use a weed killer.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.B.

DATE SUBMITTED

07/16/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration and Approval of Recommendations for the City of McAllen Employee Health Plan.
2. Party Making Request: Jolee Perez
3. Applicant:
4. Nature of Request: Requesting approval of changes to the Employee Health Plan for next fiscal year.
5. Fiscal Impact Summary: \$6.2M
6. Budgeted:

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

Jolee Perez	Created/Initiated - 07/16/2026
Jeff Johnston	Approved - 07/16/2026
Gerardo Noriega	Approved - 07/16/2026
Angie Rodriguez	Final Approval - 07/16/2026
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve -AS
11. Manager's Recommendation: Approve - IJT

TO: Isaac Tawil, City Manager
CC: Jeff Johnston, Assistant City Manager
FROM: Jolee Perez, Director of Employee Benefits
DATE: July 27, 2026
RE: Recommendations for the City of McAllen Employee Health Plan for fiscal 2026-27

The purpose of this agenda item is to provide an overview of the City's self-funded Health Fund performance, present the projected financial position for Fiscal Year 2026-2027, summarize the results of the recently completed Medical Administrative Services Only (ASO) and Pharmacy Benefit Manager (PBM) Requests for Proposals (RFPs), and present staff recommendations intended to maintain the long-term financial stability of the Health Fund while continuing to provide quality healthcare benefits to employees, retirees, and participating agencies.

Background

The City continues to operate a self-funded employee health plan. Over the past several years, the Benefits Department has implemented numerous initiatives designed to improve healthcare quality while moderating long-term costs, including Direct Primary Care, International Prescription (IRX) sourcing for select specialty medications, enhanced care management, and ongoing evaluation of vendor performance.

The City also completed competitive procurement processes during 2026 for both Medical Administrative Services and Pharmacy Benefit Management to ensure the Health Fund continues to receive competitive pricing, favorable contractual terms, and high-quality administrative services.

Health Fund Performance

Recent experience indicates that the City's medical plan has stabilized following implementation of Direct Primary Care. Medical expenditures have generally tracked at or slightly below national healthcare trend expectations during the past two completed plan years despite continued healthcare inflation and increasing claim severity.

Although the number of high-cost claimants reached a peak following the COVID-19 pandemic, those claim counts have since declined. However, the average cost associated with catastrophic claims has continued to increase significantly, reflecting increasing treatment complexity and higher-cost specialty care throughout the healthcare industry.

Analysis also demonstrates meaningful changes in healthcare utilization. Members actively utilizing Direct Primary Care generally present with more chronic medical conditions than non-participating members while simultaneously experiencing lower inpatient admission and readmission rates.

Pharmacy Performance

Pharmacy expenses continue to represent the greatest financial challenge facing the Health Fund.

Unlike historical pharmacy inflation, current increases are largely attributable to specialty medications, oncology therapies, biologic drugs, and GLP-1 medications rather than increased prescription utilization. Approximately 6.7 percent of covered members currently utilize GLP-1 medications, representing roughly twenty percent of the Health Fund's total pharmacy expenditures.

The City's implementation of International Prescription (IRX) sourcing has significantly moderated pharmacy cost growth by reducing the cost of certain high-cost medications while maintaining member access to treatment. As a result, the City's pharmacy trend has improved from exceeding national benchmarks to performing below national trend expectations despite continued increases in specialty medication utilization.

Financial Position

While operational performance has improved, the Health Fund continues to face significant financial pressure.

Current funding levels are projected to be insufficient to fully support Fiscal Year 2026-2027 operating expenses if contribution levels remain unchanged. Additionally, existing funding levels do not provide adequate capacity to rebuild Health Fund reserves or satisfy the outstanding interfund loan repayment while maintaining appropriate financial stability.

Historically, the Health Fund has been budgeted based upon expected annual claims. This approach proved sustainable while reserve balances remained healthy. However, as reserves declined over time, the Health Fund became increasingly susceptible to annual operating deficits whenever claims exceeded expectations.

Industry best practice is to fund toward maximum claims liability rather than expected claims alone, thereby providing adequate financial protection, reserve development, and greater long-term stability. Staff recognizes that transitioning immediately to this funding methodology would require substantial premium increases. Accordingly, the recommended Fiscal Year 2026-2027 budget represents an incremental approach by funding expected claims with a modest financial margin while planning for additional phased adjustments over the next one to two fiscal years.

Premium Recommendations

Staff recommends premium adjustments for active employees that better align Health Fund revenues with projected operating expenses while also beginning repayment of the outstanding Health Fund loan over a multi-year period.

The recommended contribution adjustments include:

- Employer contribution increase of approximately \$155 per month.
- Employee contribution increase of approximately \$24 per month.

Staff does not recommend corresponding premium increases for retiree coverage. Current retiree enrollment has declined in recent years, and additional premium increases could further reduce participation, adversely affecting the financial stability of the retiree plan.

Survey data also indicates that the City's employee-only contributions remain generally competitive with comparable employers while dependent coverage continues to be among the most heavily employer-subsidized plans within the benchmark group.

Medical Administrative Services RFP

The City issued a competitive Request for Proposals for Medical Administrative Services during the spring of 2026, supported by the services of Tommy Taylor with Higginbotham as consultant.

Following a comprehensive evaluation of all qualified proposals, including Best and Final Offers from the highest-ranked respondents, staff concluded that United Healthcare provides the overall best value to the City.

United Healthcare's proposal offers competitive administrative pricing, favorable provider contracting, minimal disruption to covered members, continued integration with existing vendor partnerships, fixed pricing for out-of-network negotiation services, continued participation in the Health Action Council cooperative purchasing program, and overall operational continuity.

Accordingly, staff recommends awarding Medical Administrative Services to United Healthcare for an initial three-year term with the option to extend for two additional years at the discretion of the City Manager, subject to continued favorable performance and pricing.

Pharmacy Benefit Manager RFP

The City also completed a competitive procurement for Pharmacy Benefit Management services, supported by the services of Honest Rx as consultant.

Following evaluation of eight proposals, Liviniti achieved the highest overall evaluation score and presented the most advantageous financial and operational proposal.

Liviniti's proposal provides guaranteed savings estimated at approximately \$58.13 per member per month throughout the contract term, minimal formulary and pharmacy disruption, continued integration with the City's International Prescription program, improved rebate methodology through a pass-through arrangement, and enhanced clinical management programs designed to reduce future pharmacy costs.

Staff recommends awarding Pharmacy Benefit Manager services to Liviniti effective October 1, 2026, for an initial three-year term with two optional one-year extensions at the discretion of the City Manager.

Fiscal Impact

Collectively, the recommended initiatives are expected to substantially improve the long-term financial position of the Health Fund through premium adjustments, vendor savings, pharmacy cost reductions and operational efficiencies. These initiatives are projected to produce annual financial improvements exceeding \$6.2 million.

Staff respectfully recommends approval of the following actions:

1. Approve the recommended premium contribution adjustments for active employees effective October 1, 2026, with no premium increase for retirees.
2. Award the Medical Administrative Services contract to United Healthcare for a three-year term, with the option to extend for two additional years at the City Manager's discretion.
3. Award the Pharmacy Benefit Manager contract to Liviniti for a three-year term, with the option to extend for two additional years at the City Manager's discretion.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.C.

DATE SUBMITTED

07/20/2026

MEETING DATE

7/27/2026

1. Agenda Item: Award of Contract for the Purchase and Installation of a New Fire Alarm System for the Convention Center utilizing Cooperative Pricing. (Project No. 07-26-S105-01)
2. Party Making Request: Yajaira Flores
3. Applicant:
4. Nature of Request: The Convention Center is requesting consideration of and approval to award Everon Solutions of Edinburg, TX for the purchase and installation of a new fire alarm system for the McAllen Convention Center in the amount of \$198,311.71. This is a cooperative purchase through Omnia cooperative.
5. Fiscal Impact Summary: 544-8708-466-66-30 - Improvements other than buildings
Approved Subject to a Budget Reclassification.
6. Budgeted: No

Bid Amount:	<u>\$198,312</u>	Budgeted Amount:	<u>\$0.00</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Cindy Zuniga	Created/Initiated - 07/20/2026
Yajaira Flores	Approved - 07/20/2026
Angie Rodriguez	Approved - 07/20/2026
Sonia Resendez	Approved - 07/20/2026
Gerardo Noriega	Approved - 07/21/2026
Evaristo Garcia	Approved - 07/21/2026
Elvira Alonzo	Final Approval - 07/21/2026
8. Staff Recommendation: Staff recommend approval of a purchase and installation contract utilizing Omnia Cooperative Contract No. R220701 pricing to Everon Solutions of Edinburg, TX for a cost of \$198,311.71 for a new fire alarm system at the Convention Center. Approval is contingent upon a budget reclassification to appropriate funds from the Convention Center Depreciation Fund.
9. Advisory Board:
10. City Attorney: Approved - EGJr
11. Manager's Recommendation: Approved. IJT



CITY OF MCALLEN
CITY MANAGER'S OFFICE
MEMORANDUM

TO: Isaac J. Tawil, City Manager
FROM: Elvira I Alonzo, CPM, Assistant City Manager
DATE: July 17, 2026
SUBJECT: **Award of Purchase and Installation of a New Fire Alarm System for the Convention Center utilizing Cooperative Pricing**

GOAL:

Request consideration and approval to Everon Solutions of Edinburg, TX for the purchase and installation of a new fire alarm system at the McAllen Convention Center in the amount of \$198,311.71 through the Omnia Partners cooperative purchasing program.

BRIEF EXPLANATION OF ITEM(S):

The Convention Center's fire alarm system is more than 20 years old and has become obsolete, experiences recurring malfunctions, and no longer meets current fire safety standards. Replacing the system is essential to maintaining the safety of patrons, staff, and the facility, as well as ensuring compliance with applicable codes and regulations.

Although this project was not budgeted in the FY 2025-2026 operating budget, funding is available through the Convention Center Depreciation Fund. Given the critical nature of the fire alarm system, replacing the equipment is necessary to support the continue safe operation of the Convention Center.

RECOMMENDATION:

Staff recommends approval of a contract with Everon Solutions of Edinburg, Texas, utilizing Omnia Cooperative purchase pricing, for the purchase and installation of a new fire alarm system at the McAllen Convention Center in the amount of \$198,311.71. Approval is contingent upon a budget reclassification to appropriate funds from the Convention Center Depreciation Fund.

CC: Yajaira Flores, Director of Convention Facilities



Proposal prepared for:

CITY OF MCALLEN

Presented by:

Homero Lozoya

7.20.2026

Sales Agreement ID: 892187828

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"



July 20, 2026

CITY OF MCALLEN
700 CONVENTION CENTER BLVD
MCALLEN, TX 78501

On behalf of Everon, thank you for the opportunity to respond to your RFP/solicitation for CITY OF MCALLEN.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations, backed by our national strength, and over 5,000 employees, including 2,300 technicians, across more than 100 locations. Our company draws on an outstanding legacy of service excellence that is strengthened by our people's decades of industry expertise to emerge as an innovator and service excellence champion, protecting commercial property, people, and assets. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction. As a national company with local offices, our broad footprint is designed to provide you with a quality service experience to meet your specific needs and exceed your expectations.

We look forward to next-step discussions in order to provide CITY OF MCALLEN with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and life safety objectives now and into the future. Thank you for your consideration.

Respectfully,

Homero Lozoya
Exec Comm'l Sec Consultant
Everon



1. Executive summary

1.1. Powered by Experience. Driven by Excellence.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations backed by our national strength and local knowledge of over 5,000 employees – including 2,300 technicians – across 100 offices, and two dedicated monitoring and operations centers. Our corporate offices are based in Boca Raton, Florida with our Innovation & Operations HQ in Dallas, Texas.

Everon draws on an outstanding legacy of service excellence that is strengthened by over a decade of industry expertise – with many leaders having spent the majority of their careers in the industry. Our organization was built over the last decade by some of the most trusted names in commercial security that include ADT Commercial, Protection 1, and Red Hawk Fire & Security. In that time, we focused on providing comprehensive, scalable solutions to address unique needs of mid-market, national and large-scale organizations, and established a new industry standard for customer-driven service excellence and delivery. With GTCR's acquisition of ADT Commercial in 2023, we've now emerged as an innovator and service excellence champion protecting commercial people, property, and assets across industries. Through our predecessor companies, we built a reputation as one of the nation's best commercial security providers, with decades of experience and a proven record of excellence in customer service.

Today, we are Everon. We are ever focused on being game-changers and innovators, breaking new ground to propel the industry forward with a customer-focused approach to optimizing your security and life safety ecosystem. We are ever committed to being the dedicated partner and security advisor you can trust.

Everon is committed to protecting your organization at every level. Engaging with us gives you access to an industry-leading range of security, fire, and life safety offerings, backed by our state-of-the-art, national-scale 24/7/365 monitoring infrastructure. And it means you will benefit from our commitment to innovation: Ongoing investment in new technologies and new capabilities, including cutting-edge technology in unique applications, AI-powered solutions, enterprise-level systems for complex environments, and much more.

Our commitment to our customers is based on a foundational principle: We commit to the protection of your facilities and assets as though they are our own. And we respond to your dedication to your people's safety with our own tenacity. We consistently deliver a great customer experience—making us a trusted

300,000+

Customer Locations

100+

Locations with Local
Leadership

2,300+

Technicians

2

Company-Owned UL Listed
Monitoring and Operations
Centers



partner across industries and solutions. Our experienced security, fire, and life safety experts, paired with our innovative approach to providing best-in-class service, allow us to deliver exceptional customer service across your enterprise, whether you have one location or 1,000.

Our specialized commercial team members have deep technical knowledge, complex design skillsets, and multiple enterprise-level technology, security, and fire certifications. Our Integrated Solutions team provides design development oversight, technical support and engineering, and cross-discipline project management for your complex commercial environments. Our National Fire & Life Safety Team provides fire alarm, sprinkler, and suppression system expertise from NICET and NFPA certified specialists; voice evacuation and mass notification solutions; and in-house system design-build services. The experts at our Network Operations Center design, deploy, and manage security networks, as well as provide hosted infrastructure (IaaS), cloud device health and environmental monitoring, and managed administrative services. And our industry experts have decades of specialized experience and in-depth understanding of the unique solutions and technologies needed to address your specific business challenges.

We know standard, off-the-shelf solutions don't work for leading-edge, complex organizations. We can help you build a flexible and customizable security, fire, and life safety program to meet your unique business challenges, and to help protect your people, property, and assets—while minimizing risk to your organization. We aim to build customer-driven partnerships by helping identify the products and services that work best for your business needs and meet your security, fire, and life safety objectives in the most effective manner. Building solutions to meet your enterprise-level objectives is our specialty—we'll help you find the best combination of products and services from our comprehensive suite of security, fire, and life safety technologies to cover your locations inside and out.

1.2 Our Guiding Principles

- **Customers Are Our True North:** We know that our reputation is based on how we serve our customers.
- **Our People Are the Difference:** We strive to be the best technically trained team in the business.
- **Dedicated to Commercial:** We are purposefully built to serve the integrated security, fire, and life safety needs of our customers.
- **One Ideal Partner:** We are a full-service national company with nimble local delivery teams.

Equipment and Investment Statement for: KIDDIE VM-1 FIRE ALARM SYSTEM

Site Information:	MCALLEN CONVENTION CTR, 700 CONVENTION CENTER BLVD, FIRE ALARM SERVICES, MCALLEN, TX 78501-3508
-------------------	--

Theory of Operation:

Adding a new Kiddie VM-1 Fire Alarm System with a Napco Starlink IP/Cell sole path communicator for communication to replace existing system.

Original Project Cost: \$230,595.01
14% Discount: \$32,283.30
Total Cost After Discount: \$198,311.71

Scope of Work:

Adding a new Kiddie VM-1 Fire Alarm System with a Napco Starlink IP/Cell sole path communicator for communication to replace existing system.

Working Hours:

All work under this proposal is to be performed during normal business hours on normal workdays. Unless otherwise specified, normal working hours are 8:00AM to 5:00 PM, Monday through Friday exclusive of locally or nationally observed holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owner’s representative with a schedule of costs. Upon acceptance of the change order the work will be done and an invoice for the additional costs will be submitted to the owner for payment.

Job Site Accessibility:

The installation work site must be accessible by hard surface to the material delivery site and at approximately the same elevation. The owner agrees to maintain clear access, free of obstructions or barriers, during the installation period. Vehicular access to large plant campuses is required to facilitate installation.

Structural Integrity:

The owner or his representative is responsible for the structural integrity of all surfaces that will bear the load of equipment covered by this proposal including installation equipment and installation personnel.

Inclusions:

- The following items are to be provided by Everon as part of this project:
- Installation of the listed equipment in a professional and workmanlike manner.
- Complete testing to ensure proper operation.
- Conduit and hardware as required for the protection of exposed indoor wires and devices to a level above the area of potential damage or tampering.
- Coordination and connection diagrams for connection of Everon control interface relays by other contractors.
- Man lifts as required for installation
- Submittal documents, Permit. Permit Cost if included is estimated. Actual permit fees to be adjusted once determined and passed along to the customer.

Final Inspection with the AHJ.

Customer training on system operation

A copy of As-Built (Record Drawings) and an NFPA 72, Record of Completion Inspection Form

Duct Detector

Exclusions:

The following items are to be provided by the Customer or others and are not part of the material and/or services to be provided by Everon.

Connection of Fan Shutdown wiring to RTU/AHU Controller

Union Labor Rates

Provision for CO Detectors

Power for Co Detectors

All Conduit

Dedicated and Un-switched 120vac house power, conduit and back-boxes for the 120vac. shall be by others.

Any additional equipment required by the Fire Department/Fire Marshal's office will result in additional charges to the customer.

Network terminations as follows: IP addresses and interconnection between Everon provided equipment/networks and the customer's network shall be by Customer.

Penetrations or openings in roof structure. EVERON will not penetrate roof structures, membranes, or other roofing material.

Painting, Patch, and Sealing to be provided by others.

Penetrations or openings in structural walls, floors or ceilings, is by the Customer. Note: Small diameter (less than or equal to 1/2") penetrations for the purpose of installing fire, or similar cables in walls will be provided by Everon.

Trenching and underground work and pathways to be provided by others.

Weatherizing pathways, devices, equipment, and equipment connections to be provided at an additional cost or by others.

In-Building Emergency Responder Communication Enhancement System (ERCES)/DAS/BDA is not included and may be provide at an additional charge.

Tariffs and additional surcharges by equipment manufacturers and suppliers have been excluded.

Delays, deviations, changes, or alterations to construction schedule due to other trades, weather, AHJ, permitting, etc. may result in a change to this proposal.

Delays in contract award are subject to equipment, labor and job repricing.

This is an estimation based on documents and information provided and should not be considered a designed solution. All parts, labor, and services may be subject to change if new information or documentation is made available.

ALL EXISTING WIRING TO BE REUSED AND NOT PART OF THIS BID.

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Summary of Charges for: KIDDIE VM-1 FIRE ALARM SYSTEM	
Installation Price	\$198,311.71
Total Installation Price*	\$198,311.71
Total Monthly Recurring Services Charges*	\$0.00
*Plus applicable tax	

Schedule of Values	30/30/30/10	30% of Contract Value Upon Contract Acceptance 30% of Contract Value at Progress Billing 30% of Contract Value at Substantial Completion 10% of Contract Value at Final Acceptance
--------------------	-------------	---

Investment Summary

Summary of Charges for: KIDDIE VM-1 FIRE ALARM SYSTEM

Installation Price	\$198,311.71
--------------------	--------------

Total Installation Price*	\$198,311.71
---------------------------	--------------

Total Monthly Recurring Services Charges*	\$0.00
---	--------

*Plus applicable tax

Pricing above is as of the date of this Proposal and Rider and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this Proposal and Rider. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

If Everon and Customer are parties to a mutually signed, written agreement, then the terms of that agreement control. If Everon and Customer are not parties to a signed contract, then the scope of work and prices set forth above are based upon and subject to the Everon Terms and Conditions ("Terms") available at <https://www.everonsolutions.com/terms-and-conditions-sale>. Any modifications to the Terms may result in pricing changes. Any other terms and conditions are rejected by Everon unless in a document signed by an authorized representative of Everon.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.A.

DATE SUBMITTED

07/10/2026

MEETING DATE

7/27/2026

1. Agenda Item: Consideration of a variance request to the interior streets ROW and Paving width requirements for proposed Villas at Tres Lagos Phase II Subdivision, Hidalgo County, Texas; 5600 Tres Lagos Blvd. **VAR2026-0026**
2. Party Making Request: Omar Sotelo
3. Applicant: Melden and Hunt Inc.
4. Nature of Request: Consideration of a variance request to the interior streets ROW and Paving width requirements for proposed Villas at Tres Lagos Phase II Subdivision, Hidalgo County, Texas; 5600 Tres Lagos Blvd. **VAR2026-0026**
5. Fiscal Impact Summary:
6. Budgeted:

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

Jessica Cavazos	Created/Initiated - 07/10/2026
Omar Sotelo	Approved - 07/14/2026
Martin Canales	Approved - 07/16/2026
Michelle Rivera	Final Approval - 07/17/2026
8. Staff Recommendation:
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, Planning Director

DATE: July 27, 2026

SUBJECT: CONSIDERATION OF A VARIANCE REQUEST TO THE INTERIOR STREETS ROW AND PAVING WIDTH REQUIREMENTS FOR PROPOSED VILLAS AT TRES LAGOS PHASE II SUBDIVISION, HIDALGO COUNTY, TEXAS; 5600 TRES LAGOS BOULEVARD.

Villas at Tres Lagos Phase II Subdivision is a proposed 52 lot, 5.827-acre townhome subdivision with one common area. The property is located on the north side on Tres Lagos Boulevard, approximately 700 ft. east of N. Shary Road and will have a connection to Villas at Tres Lagos Phase I Subdivision that was just recently recorded. The property is currently vacant and surrounding uses include IDEA Tres Lagos, Texas A&M Higher Education Center at McAllen, single-family residences, and vacant land.

The project engineer, on behalf of the developer submitted variance requests to the Right-of-way (ROW) and paving requirements for the interior streets of proposed Villas at Tres Lagos Phase II Subdivision.

Variance request is to allow 32 ft. ROW and paving width for the interior streets in lieu of 60 ft. ROW and 40 ft. paving requested for interior streets of a townhouse development. The submitted request indicates that a 10 ft. sidewalk and utility easement will be provided on both sides of the interior streets. The subdivision will be private and maintained by the HOA and visitor parking spaces will be provided throughout the development. The basis for this request is that they want the same approved variances to continue with the consistency of their master plan.

City Departments reviewed the variance requests and indicated they would honor the previous approved request that was approved in Villas at Tres Lagos Phase I Subdivision to Villas at Tres Lagos Phase II Subdivision.

RECOMMENDATION:

The Planning and Zoning Commission reviewed the subdivision in revised preliminary form, along with the variance request, at their July 7, 2026 meeting. The Board approved the subdivision in revised preliminary form, subject to the stated conditions, and recommended approval of the variance requests. Four members were present and cast votes.

OPTIONS:

1. Approve the variance request as recommended by Planning and Zoning Commission.
2. Disapprove the variance request.
3. Table the variance request for additional information.



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

June 1, 2026

City of McAllen Planning Dept.
Attn: Omar Sotelo, Director
311 N. 15th St.
McAllen, TX 78501

Re: VILLAS AT TRES LAGOS SUBDIVISION PHASE II – Variance Request to City of McAllen

Dear Mr. Sotelo:

On behalf of the developer, Rhodes Development Inc., Melden & Hunt, Inc. as Engineer's on record respectfully request a variance for the following items:

1. INTERNAL ROW AND PAVING WIDTH:

Requirement: 60 ft. ROW with 40 ft. of paving

Proposal: 32 ft. ROW/ 32 ft. paving with "40 ft. Utility and Sidewalk Easements" along both sides of all internal road. This private garden home subdivision within the Tres Lagos Community will be Phase II of the already existing Villas at Tres Lagos Subdivision Phase I. The exact ROW variance approved for Phase I in 2025. We are requesting the same variance to continue with the consistency of this master community. We would like for this variance to be approved for all 4 phases of the master plan.

This subdivision will be private and maintained by the HOA. Parking spaces will be provided throughout the development that will serve as parking for common areas and visitors parking.

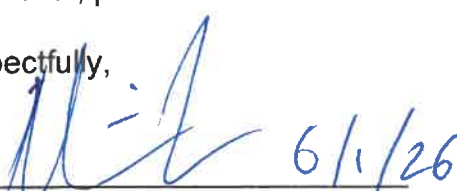
2. SIDE YARD SETBACK:

Requirement: Side yard setback requirement for R-3T zoned properties is either 0 ft. with a firewall or 6 ft.

Proposal: In line with the new side yard setbacks outlined in the recently adopted Unified Development Code, we would like to request side yard setbacks be set at 5 ft.

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.

SUBDIVISION MAP OF
VILLAS AT TRES LAGOS PHASE II
(PRIVATE SUBDIVISION)

SUBDIVISION OF 5.827 ACRES
OUT OF SECTION 232, TEXAS-MEXICAN RAILWAY COMPANY SURVEY
ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS,
RECORDED IN VOLUME 4, PAGES 142-143, H.C.D.R.,
CITY OF McALLEN, HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 5.827 ACRES SITUATED IN THE CITY OF McALLEN, COUNTY OF HIDALGO, TEXAS, BEING OUT OF SECTION 232, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE PATENT RECORDED IN VOLUME 4, PAGES 142-143, HIDALGO COUNTY DEED RECORDS, SAID 5.827 ACRES OUT OF A CERTAIN TRACT CONVEYED TO RHODES ENTERPRISES, INC. BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2775108, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.827 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NO. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 232 AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF 9 MILE LINE ROAD;

THENCE, S 80° 30' 26" E ALONG THE SOUTH LINE OF SAID SECTION 232, AND WITHIN THE RIGHT-OF- WAY OF 9 MILE LINE ROAD, A DISTANCE OF 895.93 FEET TO A POINT BEING ON THE SOUTH LINE OF SAID SECTION 232;

THENCE, N 09° 29' 34" E A DISTANCE OF 2,011.82 FEET TO A NO. 4 REBAR SET [NORTHING: 16650073.590, EASTING: 1063435.960] ON THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO IDEA PUBLIC SCHOOLS BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2696072, HIDALGO COUNTY OFFICIAL RECORD, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, IN A NORTHWESTERLY DIRECTION, ALONG A CURVE TO LEFT WITH A CENTRAL ANGLE OF 08° 53' 29", A RADIUS OF 1,950.00 FEET, AN ARC LENGTH OF 302.61 FEET, A TANGENT OF 151.61 FEET, AND A CHORD THAT BEARS N 70° 03' 18" W A DISTANCE OF 302.30 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 16° 00' 00" E A DISTANCE OF 110.63 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

2. THENCE, S 74° 00' 00" E A DISTANCE OF 45.23 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

3. THENCE, N 16° 00' 00" E DISTANCE OF 645.59 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER ON THIS TRACT;

4. THENCE, N 15° 19' 23" E DISTANCE OF 32.00 FEET TO A NO. 4 REBAR SET FOR A POINT ON THIS TRACT;

5. THENCE, N 16° 00' 00" E DISTANCE OF 207.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

6. THENCE, S 74° 00' 00" E A DISTANCE OF 146.93 FEET TO A NO. 4 REBAR SET, FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT;

7. THENCE, IN A SOUTHWESTERLY DIRECTION, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 19° 10' 01", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 3.35 FEET, A TANGENT OF 1.69 FEET, AND A CHORD THAT BEARS S 25° 35' 00" W AT A DISTANCE OF 3.33 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, S 16° 00' 00" W A DISTANCE OF 89.31 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

9. THENCE, S 74° 00' 00" E A DISTANCE OF 114.44 FEET TO A NO. 4 REBAR SET FOR THE SOUTHERNMOST NORTHEAST CORNER OF THIS TRACT;

10. THENCE, S 16° 15' 14" W ALONG THE WEST LINE OF SAID CERTAIN TRACT CONVEYED TO IDEA PUBLIC SCHOOLS, A DISTANCE OF 923.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.827 ACRES OF LAND, MORE OR LESS.

Lot Area Table		
Lot #	SQ. FT.	AC.
1	3,979.87	0.091
70	3,769.93	0.087
71	3,801.34	0.087
72	3,852.95	0.088
73	3,895.72	0.089
74	4,379.23	0.101
75	5,683.92	0.130
76	10,214.33	0.234
77	5,377.28	0.123
78	4,009.51	0.092
79	4,014.88	0.092
80	4,020.81	0.092
81	4,026.56	0.092
82	4,032.30	0.093
83	4,038.30	0.093
84	4,043.53	0.093
85	4,049.53	0.093
86	4,055.27	0.093
87	4,061.01	0.093
88	4,066.76	0.093

Lot Area Table		
Lot #	SQ. FT.	AC.
89	4,072.50	0.093
90	4,078.24	0.094
91	4,083.98	0.094
92	4,089.73	0.094
93	4,095.47	0.094
94	4,101.21	0.094
95	4,106.96	0.094
96	4,112.70	0.094
97	3,058.41	0.070
99	3,875.99	0.089
100	3,875.99	0.089
101	3,875.98	0.089
102	3,875.98	0.089
103	3,875.97	0.089
104	3,875.97	0.089
105	3,875.96	0.089
106	3,875.96	0.089
107	3,875.95	0.089
108	3,875.95	0.089
109	3,875.94	0.089

Lot Area Table		
Lot #	SQ. FT.	AC.
110	3,875.93	0.089
111	3,875.93	0.089
112	3,868.50	0.089
113	3,883.01	0.089
114	3,876.24	0.089
115	4,652.43	0.107
116	4,439.33	0.102
117	3,888.98	0.089
118	3,660.44	0.084
119	4,117.79	0.095
120	3,889.25	0.089
121	3,660.44	0.084
C.A. "C"		3,173.25 0.073

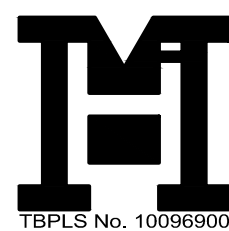
Lot Line Table		
Line #	Length	Direction
"L1"	110.60'	S16° 00' 00"W
"L2"	45.23'	N74° 00' 00"W
"L3"	32.00'	S15° 19' 23"W
"L4"	207.00'	S16° 00' 00"W
"L5"	146.93'	N74° 00' 00"W
"L6"	89.31'	N16° 00' 00"E
"L7"	114.44'	N74° 00' 00"W
L8	1.23'	S19° 00' 00"E
L9	21.51'	S19° 00' 00"E
L10	36.05'	S40° 00' 00"E
L11	58.27'	S44° 00' 00"E

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C1"	302.60'	1,950.00'	008° 53' 28"	N70° 03' 18"W	302.29'	151.60
"C2"	3.35'	10.00'	019° 10' 01"	N25° 35' 00"E	3.33'	1.69
C3	36.00'	1,949.91'	001° 03' 28"	N73° 58' 18"W	36.00'	18.00
C4	34.01'	1,949.91'	000° 59' 57"	N72° 56' 36"W	34.01'	17.00
C5	34.02'	1,949.91'	000° 59' 59"	N71° 56' 38"W	34.02'	17.01
C6	34.05'	1,949.91'	001° 00' 02"	N70° 56' 37"W	34.05'	17.02
C7	34.09'	1,949.91'	001° 00' 06"	N69° 56' 34"W	34.09'	17.04
C8	34.13'	1,949.91'	001° 00' 11"	N68° 56' 25"W	34.13'	17.07
C9	45.45'	1,949.91'	001° 20' 08"	N67° 46' 16"W	45.45'	22.73
C10	50.84'	1,949.91'	001° 29' 38"	N66° 21' 23"W	50.84'	25.42
C11	21.00'	52.00'	023° 08' 19"	S85° 34' 10"E	20.86'	10.65
C12	20.00'	52.00'	022° 02' 13"	S71° 50' 34"W	19.88'	10.13
C13	20.34'	52.00'	022° 24' 44"	N49° 37' 06"E	20.21'	10.30
C14	20.34'	52.00'	022° 24' 44"	N27° 12' 22"E	20.21'	10.30
C15	31.42'	20.00'	090° 00' 00"	N61° 00' 00"E	28.28'	20.00
C16	15.71'	10.00'	090° 00' 00"	N29° 00' 27"W	14.14'	10.00
C17	15.70'	10.00'	090° 00' 00"	N61° 00' 44"E	14.14'	10.00
C18	4.52'	1,673.63'	000° 09' 18"	N15° 21' 15"E	4.52'	2.26
C19	4.52'	300.00'	000° 51' 50"	N15° 34' 05"E	4.52'	2.26
C20	56.55'	36.00'	090° 00' 00"	N61° 00' 00"E	50.91'	36.00

LEGEND & ABBREVIATIONS

- FND. NO. 4 REBAR
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- R.O.W. - RIGHT-OF-WAY
- S.W. COR. - SOUTHWEST CORNER
- SQ. FT. - SQUARE FEET
- U.E. - UTILITY EASEMENT DEDICATED BY THIS PLAT
- D.E. - DRAINAGE EASEMENT DEDICATED BY THIS PLAT
- T.E. - TECHNOLOGY EASEMENT DEDICATED BY THIS PLAT
- E.E. - ELECTRICAL EASEMENT DEDICATED BY THIS PLAT
- N.T.S. - NOT TO SCALE-DETAILS
- SWISG - SHARYLAND WATER SUPPLY CORPORATION
- S.W.D. - SPECIAL WARRANTY DEED
- DOC. NO. - DOCUMENT NUMBER
- Ⓢ - ROAD CENTER LINE
- - INDICATOR FOR BEGIN AND END CURVE
- C.A. - COMMON AREA
- S.W. - SIDEWALK

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	NICK RHODES	200 S. 10TH STREET STE. 1700	MCALLEN, TEXAS 78504		
ENGINEER:	MARIO A REYNA	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

DRAWN BY:	AA	DATE	03-05-2025
REVISED BY:		DATE	
SURVEYED, CHECKED		DATE	
FINAL CHECK		DATE	



LOCATION MAP
SCALE: 1" = 2,000'



City of McAllen

SUBDIVISION PLAT REVIEW

Reviewed On: 6/24/2026

SUBDIVISION NAME: VILLAS AT TRES LAGOS PHASE 2	
REQUIREMENTS	
STREETS AND RIGHT-OF-WAYS	
Tres Lagos Blvd: 100 ft. ROW Paving: 65 ft. B-B Curb & gutter: both sides - There is an existing "Special Warranty deed" noted on the plat. Please provide copy of this document regarding this special warranty deed for staff review, prior to final. - Plat states 9 mile Line Road, please revise that prior to final. - Provide ROW dedication on Tres Lagos Boulevard. - -Provide Centerline of existing streets across Tres Lagos Blvd., to ensure compliance with minimum requirements for street jogs. Street jogs with centerline offsets of less than 125 feet shall be avoided. as per Section 134-105(d) **Subdivision Ordinance: Section 134-105 **Monies must be escrowed if improvements are required prior to final **COM Thoroughfare Plan	Non-compliance
Interior Street: Dedications needed for 60 ft. minimum ROW Paving: 40 ft. Curb & gutter: both sides - Street names will be established prior to final. Finalize street name requirement prior to recording. - Paved temporary street turnaround, must be done through a separate instrument, prior to final/ recording. -Diameter of pavement to be of adequate size for City Turnarounds and City Services. -96 ft diameter with a 10 ft ROW back of curb. - A Variance was requested for internal road with and paving would be 32 ft. ROW with 32 ft. of paving with a 10 ft. utility and sidewalk easement along both sides of internal road. Variance will be heard at the planning and zoning meeting of July 7, 2026 and City Commission on 07/27/2026. **Subdivision Ordinance: Section 134-105 **Monies must be escrowed if improvements are required prior to final **COM Thoroughfare Plan	Non-compliance
Paving _____ Curb & gutter _____ **Subdivision Ordinance: Section 134-105 **Monies must be escrowed if improvements are required prior to final **COM Thoroughfare Plan	Applied
Paving _____ Curb & gutter _____ **Subdivision Ordinance: Section 134-105 **Monies must be escrowed if improvements are required prior to final **COM Thoroughfare Plan	Applied
* 1,200 ft. Block Length **Subdivision Ordinance: Section 134-118	Applied
* 900 ft. Block Length for R-3 Zone Districts **Subdivision Ordinance: Section 134-118	Applied

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review

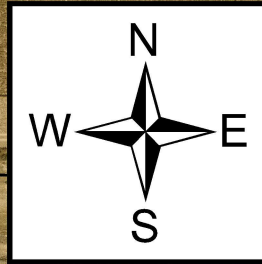
* 600 ft. Maximum Cul-de-Sac **Subdivision Ordinance: Section 134-105 -96 ft. diameter with a 10 ft. R.O.W back of curb.	Non-compliance
ALLEYS	
ROW: 20 ft. Paving: 16 ft. *Alley/service drive easement required for commercial and multifamily development. **Subdivision Ordinance: Section 134-106	Applied
SETBACKS	
* Front: 10 ft. or greater for easements. (Proposing): 10 ft. minimum or (greater for easements) **Zoning Ordinance: Section 138-356	Non-compliance
* Rear: 10 ft or greater for easements. (Proposing): 11 ft or greater for easements. **Zoning Ordinance: Section 138-356	Non-compliance
* Sides: In accordance with the zoning ordinance or greater for easements. (Proposing): In accordance with the zoning ordinance or greater for easements. - The engineer submitted a variance request to the side yard setbacks from 0 ft with a firewall or 6ft to 0 ft with firewall and 5ft. Variance will be heard at the planning and zoning meeting of July 7, 2026. **Zoning Ordinance: Section 138-356	Applied
* Corner: 10 ft. or greater for easements. **Zoning Ordinance: Section 138-356	Applied
Garage: 18 ft. except where greater setback is required; greater setbacks applies. (Proposing): 18 ft except where greater setbacks is required; greater setbacks applies. **Zoning Ordinance: Section 138-356	Applied
*ALL SETBACKS ARE SUBJECT TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN	Applied
SIDEWALKS	
* 4 ft. wide minimum sidewalk required on Tres Lagos and both sides of interior streets. -If proposing to be in accordance with agreement for interior streets, need to submit sidewalk plan prior to final to establish requirements. -Include note as shown above prior to final, once final wording is established. Note may be subject to change once street designation is finalized, finalize wording prior to final. -Sidewalk may increase to 5 ft., prior to final. **Subdivision Ordinance: Section 134-120	Non-compliance
* Perimeter sidewalks must be built or money escrowed if not built at this time.	Required
BUFFERS	
* 6 ft. opaque buffer required from adjacent/between multi-family residential and commercial, and industrial zones/uses and along Tres Lagos Boulevard. **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.	Required

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review

NOTES	
* No curb cut, access, or lot frontage permitted along Tres Lagos Blvd. - Access will be from the interior streets from Villas at Tres Lagos Phase I. - Please revise spelling from "Frontatge" to "Frontage" **Must comply with City Access Management Policy	Non-compliance
* Site plan must be approved by the Planning and Development Departments prior to building permit issuance.	NA
* Common Areas, any private streets/drives, gate areas, etc. must be maintained by the lot owners and not the City of McAllen. -- Revisions required: -Plat notes referenced "Common areas A,B and C will be maintained by the property owners and HOA and not the city of McAllen" - Phase II has no common areas, please clarify prior to final.	Non-compliance
* Common Areas for commercial developments provide for common parking, access, setbacks, landscaping, etc.	NA
*Public Improvement District (PID) or 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 134-168 of the Subdivision Ordinance, including but not limited to common areas and its private streets. **Section 110-72 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. **Section 110-72 applies if private subdivision is proposed. **Landscaping Ordinance: Section 110-72 **Subdivision Ordinance: Section 134-168	Required
LOT REQUIREMENTS	
* Lots fronting public streets **Subdivision Ordinance: Section 134-1	Applied
* Minimum lot width and lot area - Plat submitted shows some lots not meeting the minimum lot width requirements, please clarify or adjust, prior to final. **Zoning Ordinance: Section 138-356	Non-compliance
ZONING/CUP	
* Existing: R-3T (OC) Proposed: R-3T (OC) ***Zoning Ordinance: Article V	Applied
* Rezoning Needed Before Final Approval ***Zoning Ordinance: Article V - Engineer has not submitted a rezoning application for this property.	Applied
PARKS	
* Land dedication in lieu of fee. - As per Parks Department, Waiver granted through Waivers and Exceptions to the City of McAllen Platting Regulations, EXHIBIT "D", Item 6. -- Page 24, per agreement	NA
* Park Fee of \$700 per lot/dwelling unit to be paid prior to recording. - As per Parks Department, Waiver granted through Waivers and Exceptions to the City of McAllen Platting Regulations, EXHIBIT "D", Item 6. -- Page 24, per agreement	NA

These comments are for subdivision requirements only – additional requirements may apply at time of site plan review

* Pending review by the Parkland Dedication Advisory Board and CC. -Pending review by City Managers Office. Once clarified if land dedication is applicable to this development, a written request must be submitted if requesting fees in lieu of land to be reviewed by the City Manager's office.	NA
TRAFFIC	
* As per Traffic Department, Trip Generation required to determine if TIA is required, prior to final plat. * Traffic Impact Analysis (TIA) required prior to final plat.	Non-compliance
	TBD
COMMENTS	
Comments: - On the east side of the submitted plat shows a 15 ft. U.E and a 1 ft. T.E that states "dedicated by this plat" The 11 ft easements are outside of the boundary line, please clarify, prior to final. If remains must be by a separate instrument. -Submit Doc. No's along Tres Lagos for the R.O.W. and Recorded Easements for staff review. - Phase II has no parking as per discussion during Phase I, please show parking on phase II. -Access will be from the interior streets in Phase I. -A knuckle will be required at lots 66,67, 68, 69 and 70. - Please update application to 52 lots and not 51. updated payment has been submitted, but just need to revise application, prior to final. *Must comply with City's Access Management Policy.	Applied
RECOMMENDATION	
Recommendation: STAFF RECOMMENDS APPROVAL OF THE SUBDIVISION IN REVISED PRELIMINARY FORM SUBJECT TO CONDITIONS NOTED, DRAINAGE AND UTILITY APPROVAL AND APPROVAL OF THE VARIANCE REQUESTS.	Applied



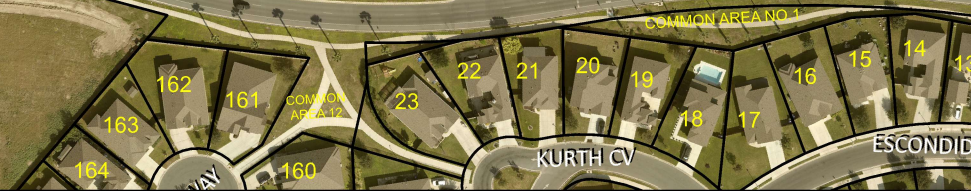
N SHARY RD

LOCATION

PROPOSED VILLAS
AT TRES LAGOS
PH II SUBDIVISION

IDEA
CAMPUS
SUBDIVISION

TRES LAGOS BLVD



CITY OF McALLEN

Planning & Zoning Commission Meeting

Subdivision Name	<i>Villas at Tres Lagos Phase II Subdivision</i>
Owner Name	<i>Rhodes Development, Inc</i>
Engineering Firm	<i>Melden & Hunt, Inc</i>
Existing Zoning	<i>R-3T (Multifamily Townhouse)</i>
Proposed Zoning	<i>R-3T (Multifamily Townhouse)</i>
Number of Lots	<i>51</i>

City of McAllen Planning Department



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

5.A.
07/20/2026
7/27/2026

1. Agenda Item: Future Agenda Items.

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 - 07/20/2026
Final Approval - 07/20/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None -AS

11. Manager's Recommendation: None - IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.A.

DATE SUBMITTED

MEETING DATE

7/27/2026

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:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:
Crystal Montano

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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.B.

DATE SUBMITTED

MEETING DATE

7/27/2026

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: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____
7. Routing:
Crystal Montano

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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.C.

DATE SUBMITTED

MEETING DATE

7/27/2026

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

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

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