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, AUGUST 10, 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 Rodolfo "Rudy" Castillo

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

1. PUBLIC HEARING:

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: Lot 4, 2.194 acres out of Lot 4 Block 8, A.J Mccoll Subdivision, Hidalgo County, Texas; 3300 South Jackson Road. **REZ2026-0094**
2. Rezoning from C-3 (General Business-OC) District to R-2 (Medium Density Residential-UDC) District: a 0.802 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg. 168, H.C.D.R. Hidalgo County, Texas; 2501 State Highway 107. **REZ2026-0095**

3. Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: a 0.630 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg 168, H.C.D.R. Hidalgo County, Texas; 2517 State Highway 107. **REZ2026-0096**

4. Request of Abdelhadi Mohd Al Hatabeh, on behalf of Hatabeh Group LLC, for a Conditional Use Permit, for one year for a (Smoke Shop) at Lot 1, A&A Subdivision, Hidalgo County, Texas; 5212 North 10th Street **CUP2026-0050**

5. Request of Guillermo Valdez, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Caribe Bar) at Lot 12, Mejia Subdivision, Hidalgo County, Texas; 2022 Nolana Avenue. **CUP2026-0051**

B) ROUTINE CITY INITIATED REZONINGS:

1. Rezoning from C-1 (Office Building-OC) District under the Old Code (OC) to C-1 (Local Commercial-UDC) District under the new Unified Development Code (UDC) for the following property:
3920 South Jackson Road (PID: 231267) **REZ2026-0097**

2. 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:
8000 South McColl Road (PID: 290340)
601 East Dicker Road (PID: 20834710)
611 East Dicker Road (PID: 1073831)
7801 South McColl Road and Rears 1-2 (PID: 840308, 1644011 and 1314011)
7901 South McColl Road (PID: 901928)
8001 South McColl Road (PID: 290339)
8301 South McColl Road (PID: 902205)
701 East Dicker Road (PID: 1234461)
705 East Dicker Road (PID: 1074047)
8400 South Jackson Road and Rear (PID: 231317 and 20826042) **REZ2026-0098**

3. Rezoning from C-4 (Commercial Industrial-OC) District and A-O (Agriculture & Open Space-OC) under the Old Code (OC), to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:
7100 South McColl Road (PID: 607782)
7120 South McColl Road (PID: 1020460)
7300 South McColl Road and Rear (PID: 581954 and 1124513)
7324 South McColl Road and Rear (PID: 581956 and 1020163)
7200 South McColl Road (PID: 581953)
7012 South Jackson Road Rear (PID: 1067205)
7100 South Jackson Road (PID: 231314)
7300 South Jackson Road (PID: 720268)
7600 South Jackson Road (PID: 231315)
7200 South Jackson Road (PID: 724042)
5810 and 7400 South Jackson Road (PID: 720792)
7500 South Jackson Road (PID: 722639)
7800 South Jackson Road and Rear (PID: 231316 and 20826978)
8000 South Jackson Road (PID: 641108)

1105 East Thomas Road (PID: 20830291)
105 Dicker Road (PID: 20834706)
7000 South Jackson Road (PID: 1075835)
6920 South Jackson Road (PID: 721205) **REZ2026-0099**

4. 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 property:
3621 Colbath Road (PID: 211105**) REZ2026-0101**

5. Rezoning from R-2 (Duplex-Fourplex Residential-OC) District under the Old Code (OC) to R-2 (Medium Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties: 2100 South Jackson Road Rears 1-2 (PID: 231198 and 557793) **REZ2026-0102**

C) REZONINGS:

1. Rezoning from R-1 (Single Family Residential-OC) District to I-1 (Light Industrial - UDC) District: E105'-W210'-S420' Lot 338, 1.01 Ac Gr 0.84 Ac Net, John H. Shary Subdivision, Hidalgo County, Texas; 4716 Buddy Owens Boulevard. **REZ2026-0093**

D) 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 27, 2026.

B) Award of Contract for Airport Rescue Firefighting Apparatus Foam Transition Project (Project No. 06-26-S83-497).

C) Consideration and approval of Letter of Intent with the Hidalgo County Irrigation District No. 2 for the Yuma Roadway Widening (2nd St. to Jackson Avenue) (Project No. 07-26-S99-01).

D) Consideration and Approval of Emergency Purchase Order for McAllen Incubator AC Unit Replacements (Project No. 07-26-P43-01).

E) Consideration and Approval of Contract Amendment No. 1 for additional services to RRP Consulting Engineers, LLC. (Project No. 03-24-S35-01).

F) Consideration and Approval of Contract Amendment No. 1 for Additional Professional Services for the McAllen Hidalgo Bridge Improvements Projects (Project No. 03-25-S41-829).

G) Consideration and Authorization to remove 1st Quarter of Fiscal Year 2025-26 Uncollectible Sanitation & Drainage Fee Accounts from the General Ledger and begin Write-off procedures.

H) Consent Resolutions

1. Resolution accepting Federal Aviation Administration (FAA) Grant No. 69.

2. Resolution authorizing the submission of a grant application to the United States Bureau of Reclamation under the WaterSMART: Desalination Construction Projects funding opportunity.

3. BIDS/CONTRACTS:

A) Consideration and Approval of Contract Amendment No. 1-2025GECSEH for General Aviation Infrastructure Improvements at McAllen International Airport (Project No. 09-25-S94-760).

4. ORDINANCES:

A) Providing for the adoption of the 2024 International Fire Code.
B) Providing for a Budget Amendment for General Depreciation Fund Rolling Stock.

5. VARIANCES:

A) Consideration of a variance request for a cul-de-sac street to exceed the maximum length allowed for proposed Stonegate at Jackson Subdivision, Hidalgo County, Texas; 3912 S. Jackson Road. **VAR2026-0025**

B) Consideration of a variance request to not provide for the East-West ¼ Mile Collector Street for the proposed Sustaita Logistics Subdivision Phase I, Hidalgo County, Texas; 4901 S. Old 10th Street. **VAR2026-0028**

C) Consideration of a variance request for sidewalk requirements along East Nassau Avenue, East Pineridge Avenue and S. "H" Street for the proposed Pecina Estates Subdivision, Hidalgo County, Texas; 841 E. Pineridge Avenue. **VAR2026-0029**

6. MANAGER'S REPORT:

A) Boards and Committees Served by Elected Officials.
B) Future Agenda Items.

7. TABLED ITEM(S):

A) 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**

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

A) Consultation with City Attorney regarding legal aspects of contracts. Tex. Gov't. Code §551.071.

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

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

I, the undersigned authority, do hereby certify that the above notice of meeting and agenda for the City of McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice of meeting and agenda for the City of McAllen Board of Commissioners on August 4, 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

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.A.1.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: Lot 4, 2.194 acres out of Lot 4 Block 8, A.J Mccoll Subdivision, Hidalgo County, Texas; 3300 South Jackson Road. **REZ2026-0094**

2. Party Making Request: Omar Sotelo

3. Applicant: Jaime Hora

4. Nature of Request: Rezoning From C-3 (General Business-OC) District To C-2 (Regional Commercial-UDC) District: Lot 4, 2.194 Acres Out Of Lot 4 Block 8, A.J Mccoll Subdivision, Hidalgo County, Texas; 3300 South Jackson Road. **REZ2026-0094**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/29/2026
Omar Sotelo	Approved - 07/29/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

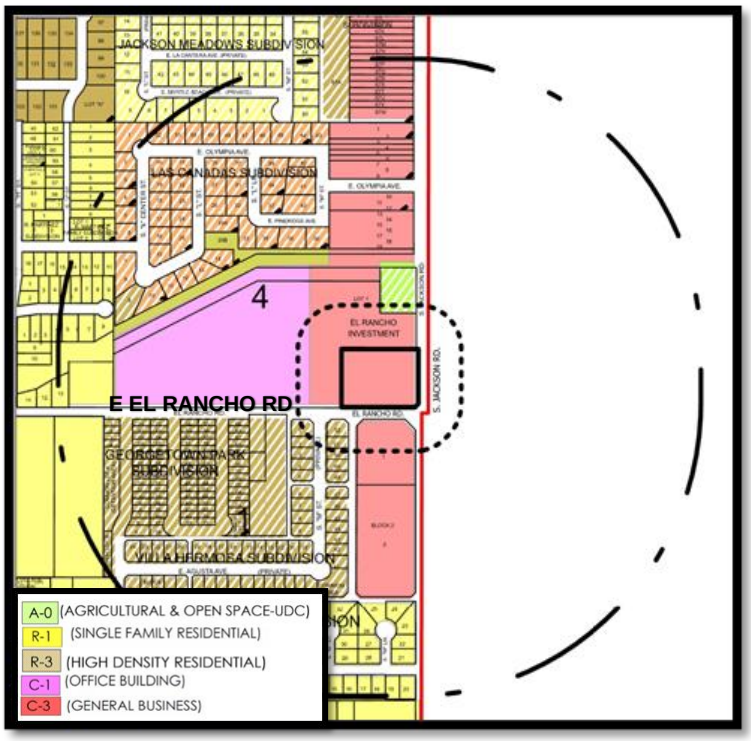
TO: **Isaac J. Tawil, City Manager**

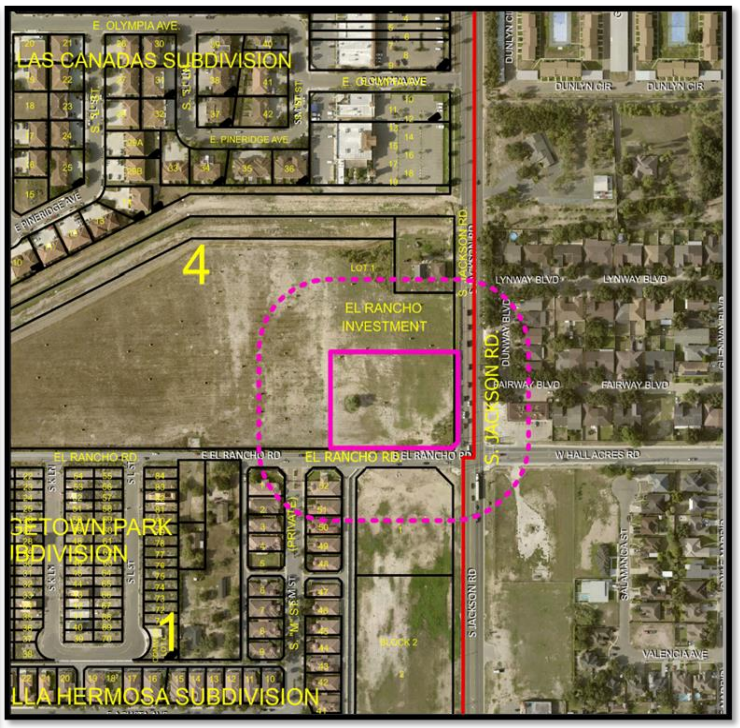
FROM: **Omar Sotelo, CPM, Director of Planning**

DATE: **August 10, 2026**

SUBJECT: **REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT: LOT 4, 2.194 ACRES OUT OF LOT 4 BLOCK 8, A.J MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS; 3300 SOUTH JACKSON ROAD. (REZ2026-0094)**

LOCATION: The subject property is located on the northwest corner of East El Rancho Road and South Jackson Road.





ADJACENT ZONING: The adjacent properties are C-3 (General Business-OC) District to the north, west and south, and R-3 (High-Density Residential-UDC) to the southwest. The properties on the east side of South Jackson Road are outside the city limits.

PROPOSAL: The applicant has requested to rezone the property to C-2 (Regional Commercial-UDC) District for a proposed gas station/convenient store.

LAND USE: The subject property is currently vacant. Surrounding uses are residential town homes and vacant land.

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

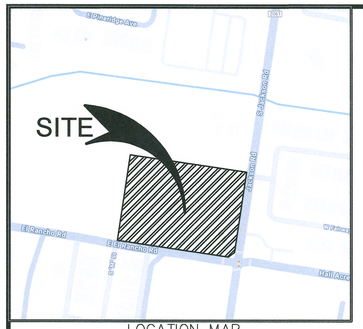
DEVELOPMENT TRENDS: The development trend along this area is single family residential, and commercial use.

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 is compatible with the existing zoning trend in this area along South Jackson Road.

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 received one phone call in opposition to the request, expressing concerns regarding traffic congestion. Staff also received one phone call in favor of the request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 21, 2026, one phone call was received in opposition of the request and one phone call was received in favor of the 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.



LOCATION MAP
NOT TO SCALE

ZONING:

C-3 GENERAL BUSINESS DISTRICT

BENCHMARKS:

BENCHMARK #1= NAIL SET ON TOP OF CURB
ELEVATION= 91.87'
BENCHMARK #2= NAIL SET ON TOP OF CURB
ELEVATION= 94.70'

PARKING:

PARKING SPACES= N/A
HANDICAP PARKING SPACES= N/A
TOTAL PARKING SPACES= N/A

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND:
(1) = FOUND 1/2" IRON BAR WITHOUT A CAP SET IN THE GROUND
(2) = SET 1/2" IRON BAR WITH AN ORANGE CAP MARKED "SLS 10089000"
(3) = CALCULATED POINT
(F) = FIELD BEARING
(P) = PLAT BEARING
R.O.W. = RIGHT-OF-WAY
—OHE— = OVERHEAD ELECTRIC
— SD — = STORM DRAIN LINE
(D) = STORM DRAIN MANHOLE
(S) = SANITARY SEWER MANHOLE
WV. = WATER VALVE
O.P.R. = OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS
D.R. = DEED RECORDS OF HIDALGO COUNTY, TEXAS
CONC. = CONCRETE
E.O.A. = EDGE OF ASPHALT
= POWER POLE
= FIRE HYDRANT
= BENCHMARK
± = PLUS OR MINUS
# = NUMBER
NA = NATIONAL ADJUSTMENT
N/A = NOT APPLICABLE

EXCEPTIONS LISTED UNDER ITEM 10 SCHEDULE B OF THE TITLE COMMITMENT REFERENCED UNDER GENERAL NOTE 1

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.):

a. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

b. Roadways, 15 foot right of way agreement easement along the East side, transformer on concrete along the East side, telephone pedestal along the East side and restrictions as shown on the map of A.J. McColl Subdivision, recorded in Volume 21, Page 597, Deed Records of Hidalgo County, Texas and as referenced on survey prepared by Lemuel T. Sinclair, R.P.L.S. No. 5142, dated September 29, 2025, Job No. S-202477623. [SURVEYORS REMARKS: APPLIES AND AFFECTS.]

c. Apparent easement for electric transmission as evidenced by overhead power lines and power poles, as referenced on survey prepared by Lemuel T. Sinclair, R.P.L.S. No. 5142, dated September 29, 2025, Job No. S-202477623.

d. Apparent easement for cleanout along the Southeast side, as referenced on survey prepared by Lemuel T. Sinclair, R.P.L.S. No. 5142, dated September 29, 2025, Job No. S-202477623.

e. Right of way agreement easement in favor of Trunkline Gas Company, a Natural Gas Company as shown by instrument dated September 26, 1955, recorded in Volume 845, Page 230, Deed Records of Hidalgo County, Texas. [SURVEYORS REMARKS: APPLIES AND AFFECTS, NOT PLOTTABLE.]

f. Intentionally deleted.

g. Right of way easement in favor of Tenneco Oil Company as shown by instrument dated November 23, 1965, recorded in Volume 1144, Page 487, Deed Records of Hidalgo County, Texas. [SURVEYORS REMARKS: APPLIES AND AFFECTS, AS SHOWN ON SURVEY.]

h. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 9, 1946, recorded in Volume 70, Page 438, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).[SURVEYORS REMARKS: DOES NOT APPLY OR AFFECT. NOT A SURVEY MATTER.]

i. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 21, 1986, recorded in Volume 2725, Page 859, dated March 28, 1989, recorded in Volume 2740, Pages 796 and 800, dated March 28, 1989, recorded in Volume 2742, Page 175, dated April 25, 1989, recorded in Volume 2760, Page 895, dated June 25, 1990, recorded in Volume 2947, Page 552, dated June 27, 1990, recorded in Volume 2950, Page 970, dated June 25, 1990, recorded in Volume 2950, Page 972, dated June 27, 1990, recorded in Volume 2956, Page 752 and dated November 13, 1990, recorded in Volume 3076, Page 828 all Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s). [SURVEYORS REMARKS: APPLIES AND AFFECTS. NOT A SURVEY MATTER.]

j. Mineral and/or royalty reservation contained in deeds dated May 24, 1946, recorded in Volume 592, Page 12, dated August 21, 1989, recorded in Volume 625, Page 422, dated November 6, 1948, recorded in Volume 638, Page 336, all Deed Records and dated March 25, 1947, recorded in Volume 72, Page 99, Oil and Gas Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.[SURVEYORS REMARKS: APPLIES AND AFFECTS. NOT A SURVEY MATTER.]

k. Any and all right, title, and interest, in and to the property for canals, irrigation, and any associated uses, as reserved by the Louisiana Rio Grande Canal Co., its successors and assigns, under instrument dated July 8, 1912, recorded in Volume 19, Page 289, dated July 23, 1912, recorded in Volume 19, Page 297, dated February 10, 1912, recorded in Volume 28, Page 203 and, Deed Records; and Volume G, Pages 83-85 and Volume 16, Pages 5-6, Map Records of Hidalgo County, Texas, which rights and interest were conveyed to the Hidalgo County Water Improvement District No. Two by instrument dated December 31, 1920, recorded in Volume 120, Page 531, of the Deed Records of Hidalgo County, Texas. The Hidalgo County Water Improvement District No. Two subsequently converted by resolution to Hidalgo County Irrigation district No. 2 by instrument dated March 20, 1980, recorded in Volume 1672, Page 686, of the Deed records of Hidalgo County, Texas. [SURVEYORS REMARKS: APPLIES AND AFFECTS, BLANKET IN NATURE, NOT PLOTABLE.]

l. There is excepted from the Policies to be issued, and the Company does not insure, any portion of the Property owned by Hidalgo County Irrigation District No. 2 in fee simple, easement or otherwise.

m. All leases, grants, exceptions or reservations of the geothermal energy and associated resources (as defined in the Texas Natural Resources Code) below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

n. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

o. Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

p. Rights of parties in possession. (Owner's Policy Only)

q. Intentionally deleted.

r. Intentionally deleted.

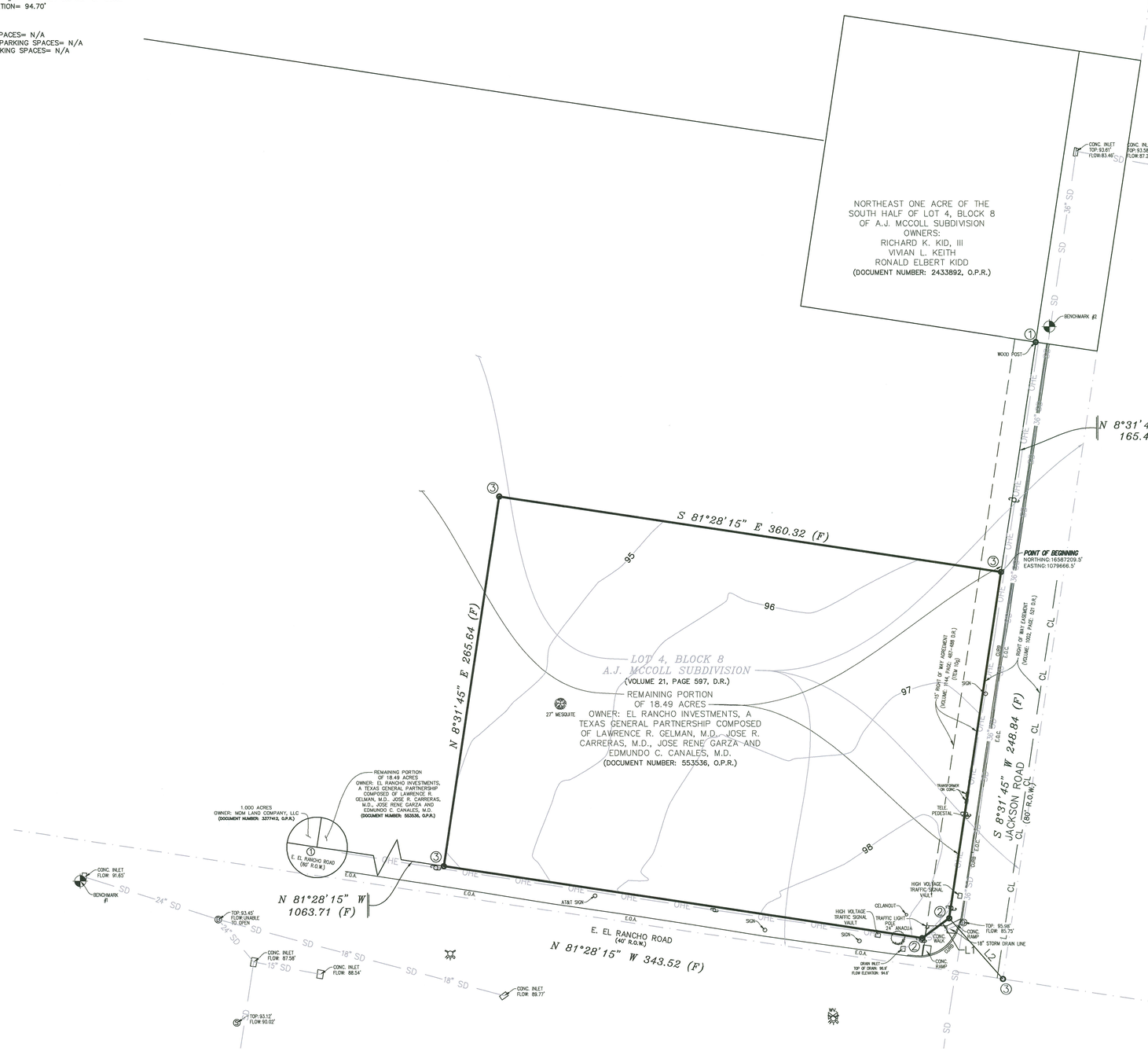
s. Intentionally deleted.

t. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the insured under this Policy if such liens have been filed with the county clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $____(value of land minus construction). Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

u. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the company does insure the insured against loss, if any, sustained by the insured under this policy if such liens have been filed with the county Clerk of Hidalgo County, Texas prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.



STATE OF TEXAS
COUNTY OF HIDALGO

TO: LASCO ENDEAVORS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11(a), 11(b), 13, 14, 17, and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 9, 2025.

DATE OF PLAT OR MAP: SEPTEMBER 29, 2025.

BY: _____
LEMUEL T. SINCLAIR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5142

DATE: SEPTEMBER 29, 2025
REVISED: OCTOBER 7, 2025
REVISED: OCTOBER 14, 2025
REVISED: OCTOBER 16, 2025

STATE OF TEXAS REGISTERED LEMUEL T. SINCLAIR 5142 PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF 2.194 ACRES OUT OF LOT 4, BLOCK 8 A.J. MCCOLL SUBDIVISION
CITY OF MCALLEN
HIDALGO COUNTY, TEXAS

DOCUMENT NUMBER: 553536, OFFICIAL PUBLIC RECORDS
VOLUME: 21, PAGE: 597, DEED RECORDS

SINCLAIR LAND SURVEYING, INC.
3411 MAGIC DRIVE
SAN ANTONIO, TEXAS 78229
210-341-4518
TBPELS FIRM NO.10089000
JOB NUMBER: S-202477623

AREA: 2.194 ACRES
(95,579 SQUARE FEET)

BUYER: LASCO ENDEAVORS, LLC, A TEXAS LIMITED LIABILITY COMPANY

ADDRESS: E. EL RANCHO RD AND JACKSON RD. MCALLEN, TX 78577

G.F. NO. 190747

DRAWN BY: WJ CREW CHIEF: MO

GENERAL NOTES:

1.) This survey relies on a Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company, under G.F. No. 190747 effective date September 23, 2025 at 05:00 p.m.; issued October 6, 2025 at 9:45 a.m., for all matters of record, including easements, rights-of-way, and other encumbrances of public record affecting the subject property. No additional research has been performed by Sinclair Land Surveying, Inc., to determine the existence of any other encumbrances.

2.) All bearings herein are based on the Texas State Plane Coordinate System, South Zone (4205), North American Datum 1983 (NA2011), Epoch 2010. All distances herein are grid and may be converted to surface by multiplying by a combined scale factor of 1.000040.)

3.) The subject property is located in Zone "X" unshaded area per the National Flood Insurance Program FIRM Map Number 48033404425C Hidalgo County, Texas, latest revision November 16, 1982 and per National Flood Insurance Program FIRM Map Number 48034300 10C Hidalgo County, Texas, latest revision November 2, 1982.

4.) There are no designated wetland areas located within the subject tract per the U.S. Fish and Wildlife Service's "National Wetlands Inventory" on-line mapping website.

5.) Surface or subsurface faulting, hazardous waste, or other environmental issues have not been addressed within the scope of this survey. Further, there is no surface evidence that this site is being used as a solid waste dump, sump, or sanitary land fill.

6.) There was not evidence of recent dirt work or earth moving within subject property.

7.) Underground utility lines shown hereon are from record drawings by others and have not been verified in the field. Depths of these lines are unknown. There may be other buried utility lines of which this surveyor is unaware. The building contractor is responsible to verify actual locations of all underground utilities, prior to commencement of construction.

8.) Fences and edges of pavement may meander between locations shown dimensioned hereon. Dimensions are from boundary lines of the subject tract to the feature being identified.

9.) This property is located within the City of McAllen, Hidalgo County, Texas, and is subject to the platting and development ordinances of the City of McAllen and Hidalgo County.

10.) This property is located in the City of McAllen according to the City of McAllen city limits map this property is located within C-3 General Business District.

11.) No buildings observed at the time of survey.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.A.2.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to R-2 (Medium Density Residential-UDC) District: a 0.802 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg. 168, H.C.D.R. Hidalgo County, Texas; 2501 State Highway 107. **REZ2026-0095**

2. Party Making Request: Omar Sotelo

3. Applicant: Melden and Hunt Inc.

4. Nature of Request: Rezoning from C-3 (General Business-OC) District to R-2 (Medium Density Residential-UDC) District: a 0.802 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg. 168, H.C.D.R. Hidalgo County, Texas; 2501 State Highway 107. **REZ2026-0095**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/29/2026
Omar Sotelo	Approved - 07/29/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

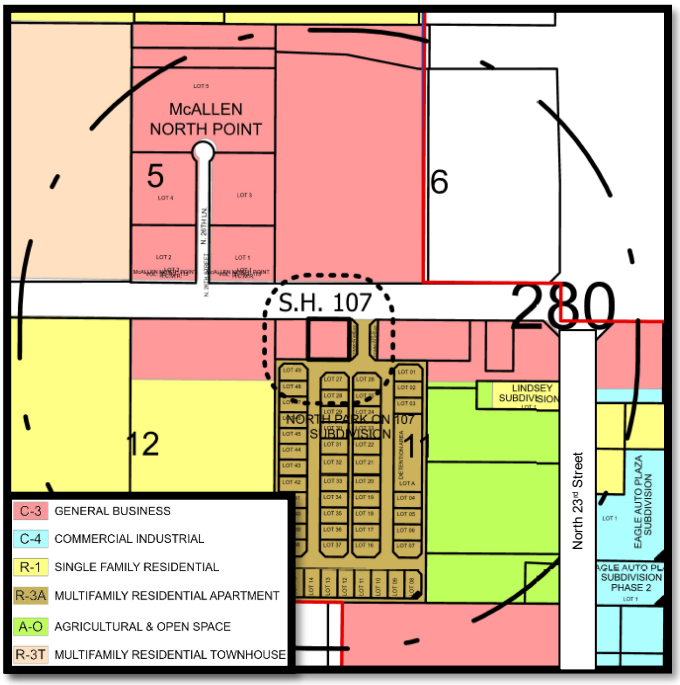
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: August 10, 2026

SUBJECT: **REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO R-2 (MEDIUM DENSITY RESIDENTIAL-UDC) DISTRICT: A 0.802 ACRE TRACT OUT OF LOT 11, SECTION 280, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOL. 24, PG. 168, H.C.D.R. HIDALGO COUNTY, TEXAS; 2501 STATE HIGHWAY 107. (REZ2026-0095)**

LOCATION: The subject property is located along the south of State Highway 107, west of North 23rd Street.



PROPOSAL: The applicant is requesting to rezone the property to R-2 (Medium-Density Residential-UDC) District under the new McAllen Unified Development Code (UDC) for a duplex/fourplex development.

ADJACENT ZONING: The adjacent properties are zoned R-3A (Multifamily Residential Apartment-OC) District to the south and east, and C-3 (General Business-OC) District to the north and west.

LAND USE: The subject property has multiple apartment structures. Surrounding land uses include vacant land and multi-family residential.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Regional Commercial. Development types most compatible with Regional Commercial include shopping centers on a neighborhood and community scale.

DEVELOPMENT TRENDS: The development trend along this area is commercial, single family residential, and multifamily residential.

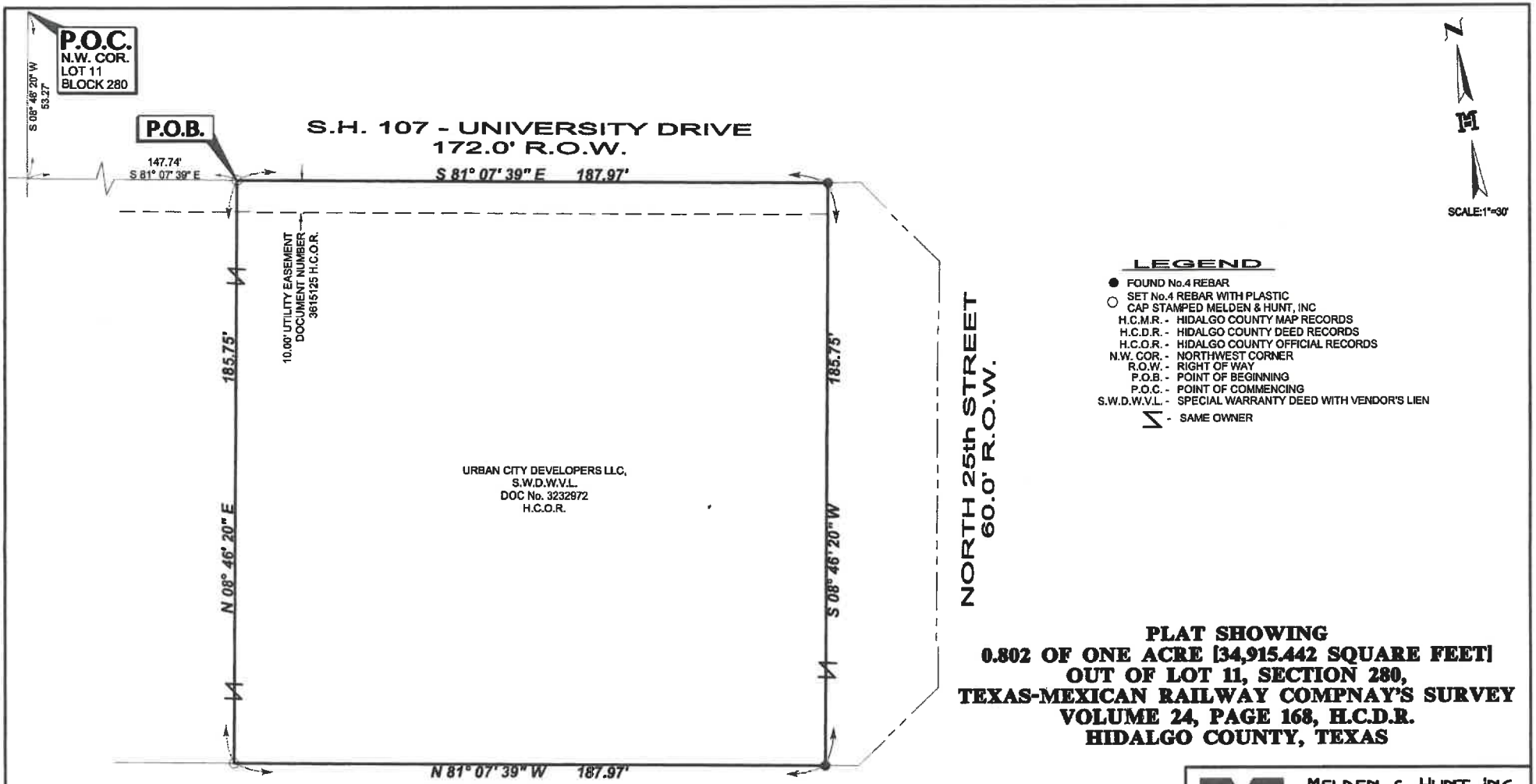
HISTORY: The tract was annexed into the city and initially zoned C-3 (General Business-OC) District on July 10, 1995. The property is going through the subdivision process under the proposed name of Urban on 107 Subdivision.

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 is compatible with the adjacent zones and follows the development trend along this area of State Highway 107.

If the rezoning is approved, a recorded subdivision plat will be required prior to building permit issuance for any future development on the subject property. 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 21, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to R-2 (Medium Density Residential-UDC) District. There were four Board members present and voting.



LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- R.O.W. - RIGHT OF WAY
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- S.W.D.W.V.L. - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
- ≍ - SAME OWNER

PLAT SHOWING
0.802 OF ONE ACRE [34,915.442 SQUARE FEET]
OUT OF LOT 11, SECTION 280,
TEXAS-MEXICAN RAILWAY COMPNAY'S SURVEY
VOLUME 24, PAGE 168, H.C.D.R.
HIDALGO COUNTY, TEXAS

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 10/13/2025 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 05/28/2026

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10009000

BOOK: T-, PG.
DATE: 05/28/2026
JOB No. 26064.00
FILE NAME: 26064.00
DRAWN BY: J.R.C.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.A.3.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: a 0.630 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg 168, H.C.D.R. Hidalgo County, Texas; 2517 State Highway 107. **REZ2026-0096**

2. Party Making Request: Omar Sotelo

3. Applicant: Melden and Hunt Inc.

4. Nature of Request: Rezoning from C-3 (General Business-OC) District to C-2 (Regional Commercial-UDC) District: a 0.630 acre tract out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, Vol. 24, Pg 168, H.C.D.R. Hidalgo County, Texas; 2517 State Highway 107. **REZ2026-0096**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/29/2026
Omar Sotelo	Approved - 07/29/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

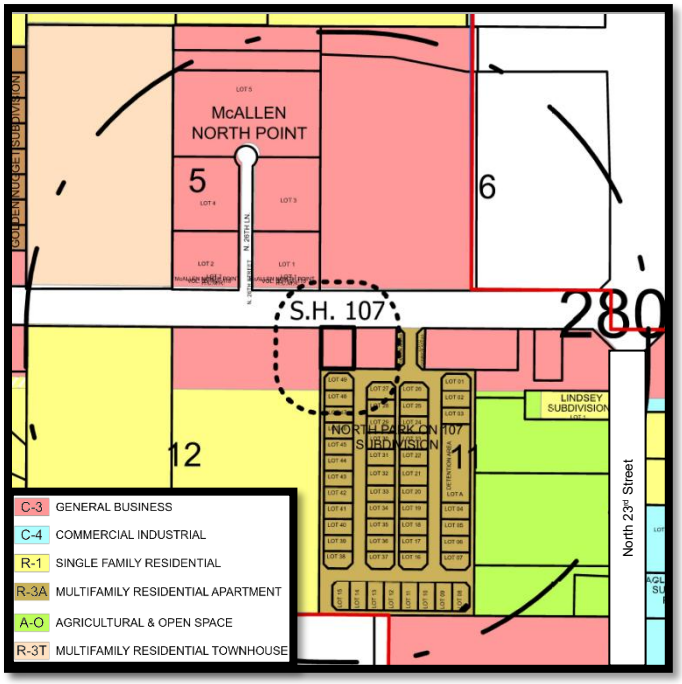
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: August 10, 2026

SUBJECT: **REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT: A 0.630 ACRE TRACT OUT OF LOT 11, SECTION 280 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOL. 24, PG 168, H.C.D.R. HIDALGO COUNTY, TEXAS; 2517 STATE HIGHWAY 107. (REZ2026-0096)**

LOCATION: The subject property is located along the south side of State Highway 107, west of North 23rd Street.



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

ADJACENT ZONING: The adjacent properties are zoned R-3A (Multifamily Residential Apartment-OC) District to the south, and C-3 (General Business-OC) District to the north, west and east.

LAND USE: The subject property has existing structures. Surrounding land uses include vacant land and multi-family residential.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Regional Commercial. Development types most compatible with Regional Commercial include shopping centers on a neighborhood and community scale.

DEVELOPMENT TRENDS: The development trend along this area is commercial, single family residential, and multifamily residential.

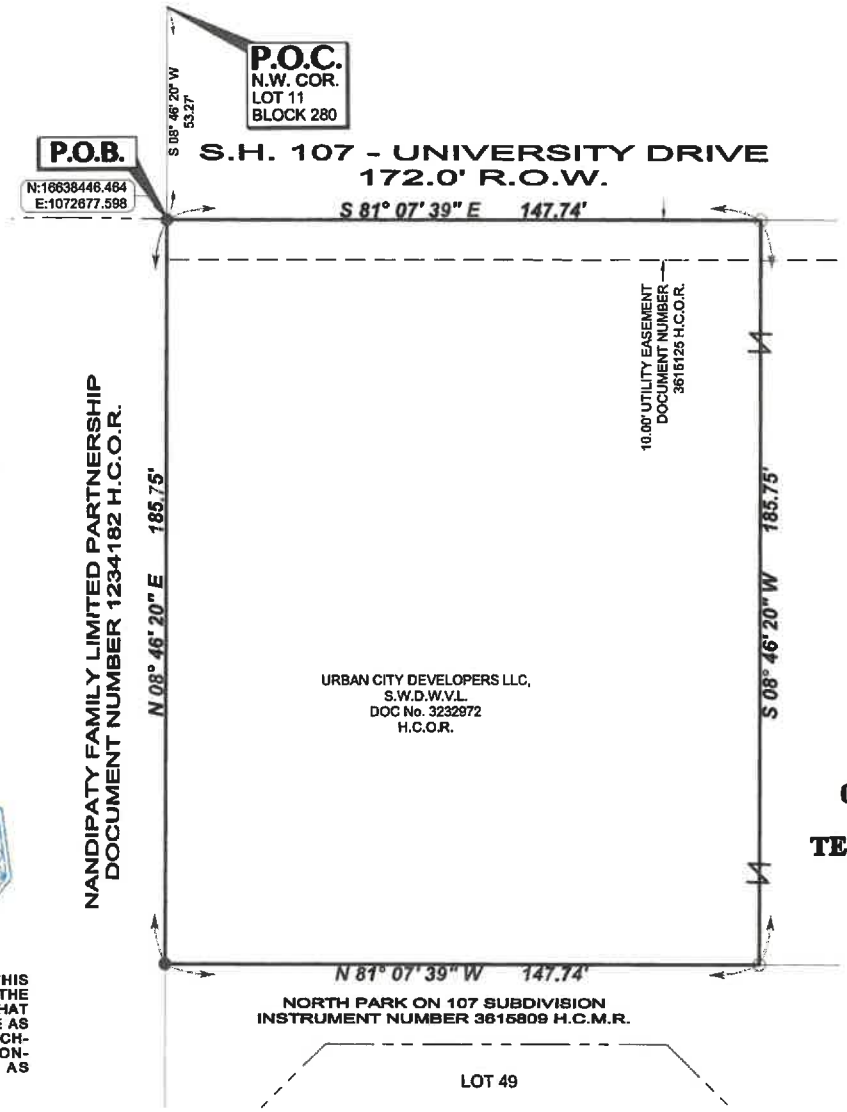
HISTORY: The tract was annexed into the city and anitially zoned C-3 (General Business-OC) District on July 10, 1995. The property is going through the subdivision process under the proposed name of Urban on 107 Subdivision.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. The request is also compatible with the adjacent zones and follows the development trend in this area.

If the rezoning is approved, a recorded subdivision plat will be required prior to building permit issuance for any future development on the subject property. 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 21, 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.



N

SCALE:1"=30'

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- R.O.W. - RIGHT OF WAY
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- S.W.D.W.V.L. - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
- ≍ - SAME OWNER

PLAT SHOWING
0.630 OF ONE ACRE [27,442.061 SQUARE FEET]
OUT OF LOT 11, SECTION 280,
TEXAS-MEXICAN RAILWAY COMPNAY'S SURVEY
VOLUME 24, PAGE 168, H.C.D.R.
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 02/13/2026 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 06/01/2026

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10006800

BOOK: T., PG.
DATE: 06/01/2026
JOB No. 26064.00
FILE NAME: 26064.00_COZ .630 Ac
DRAWN BY: B.M.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
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www.meldenandhunt.com

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CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.A.4.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Request of Abdelhadi Mohd Al Hatabeh, on behalf of Hatabeh Group LLC, for a Conditional Use Permit, for one year for a (Smoke Shop) at Lot 1, A&A Subdivision, Hidalgo County, Texas; 5212 North 10th Street **CUP2026-0050**

2. Party Making Request: Omar Sotelo

3. Applicant: Abdelhadi Mohd Al Hatabeh on behalf of Hatabeh Group LLC

4. Nature of Request: Request of Abdelhadi Mohd Al Hatabeh, on behalf of Hatabeh Group LLC, for a Conditional Use Permit, for one year for a (Smoke Shop) at Lot 1, A&A Subdivision, Hidalgo County, Texas; 5212 North 10th Street **CUP2026-0050**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/29/2026
Omar Sotelo	Approved - 07/29/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 08/03/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

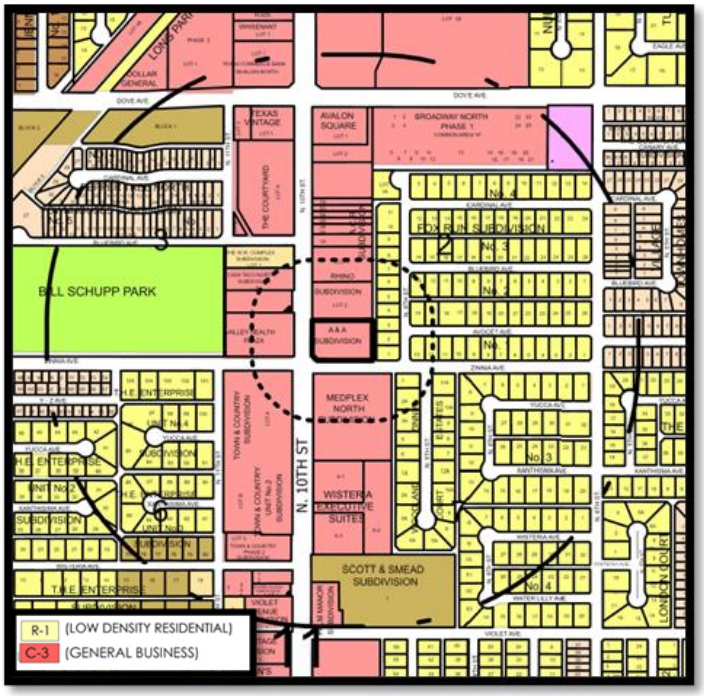
TO: **Isaac J. Tawil, City Manager**

FROM: **Omar Sotelo, CPM, Director of Planning**

DATE: **August 10, 2026**

SUBJECT: **REQUEST OF ABDELHADI MOHD AL-HATABEH, ON BEHALF OF HATABEH GROUP LLC, FOR A CONDITIONAL USE PERMIT AND ADOPTION OF AN ORDINANCE FOR A SMOKE SHOP (CYBER SKUNK) FOR ONE YEAR AT LOT 1, A&A SUBDIVISION, HIDALGO COUNTY, TEXAS; 5212 NORTH 10TH STREET (CUP2026-0050)**

BRIEF DESCRIPTION: The subject property is located on the northeast corner of North 10th Street and Zinnia Avenue. The property is zoned C-3 (General Business-OC) District. Adjacent zoning includes C-3 (General Business-OC) District to the north, south, west, and R-1(Single Family Residential-OC) District to the east. A smoke shop is permitted in a C-3 District with a Conditional Use Permit and in compliance with all requirements.



HISTORY:. The first Conditional Use Permit for a smoke shop at this location was approved by the City Commission on May 27, 2025 with a variance to the distant requirements. The applicant submitted the new application on May 26, 2026.

ANALYSIS: The applicant is proposing to continue to operate a smoke shop under the name Cyber Skunk Smoke Shop. The proposed business hours are 24 hours a day, Monday – Sunday. As per Section 138-400 of the Zoning Ordinance, the parking lot must be properly striped and free of potholes. The establishment must also meet the requirements set forth in Section 138-118(a)(4):

1) The property line of the lot of any of the abovementioned businesses must be at least 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. The establishment is within 300 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 Dove Avenue;

3) The abovementioned businesses must provide parking in accordance with the city off street parking ordinance as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking. seven parking spaces are required and are provided on the existing shared parking area;

4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;

5) The abovementioned businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;

6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;

7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the planning and zoning commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, building official and director of planning. This number cannot exceed the number provided for in existing city ordinances.

If approval is granted, the establishment must comply with all other Zoning Ordinances, Building Codes, and Fire Department requirements.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 21, 2026, no one appeared in opposition to the conditional use permit request. The board unanimously voted to recommend approval with the conditions listed. There were four members present and voting.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.A.5.
	DATE SUBMITTED	07/27/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Request of Guillermo Valdez, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Caribe Bar) at Lot 12, Mejia Subdivision, Hidalgo County, Texas; 2022 Nolana Avenue. **CUP2026-0051**

2. Party Making Request: Omar Sotelo

3. Applicant: Guillermo Valdez

4. Nature of Request: Request of Guillermo Valdez, for a Conditional Use Permit, for one year, and adoption of an ordinance for a bar (Caribe Bar) at Lot 12, Mejia Subdivision, Hidalgo County, Texas; 2022 Nolana Avenue**. CUP2026-0051**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/27/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

Planning Department

Memo

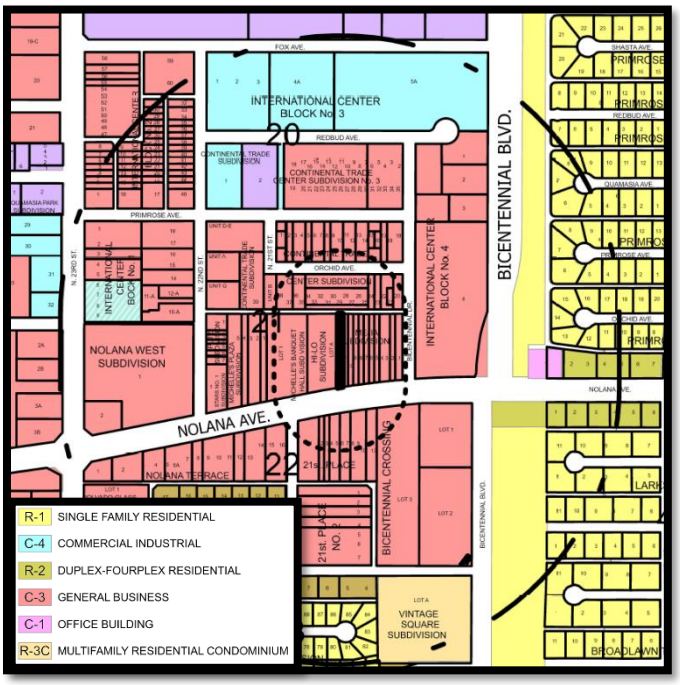
TO: Isaac J. Tawil, City Manager

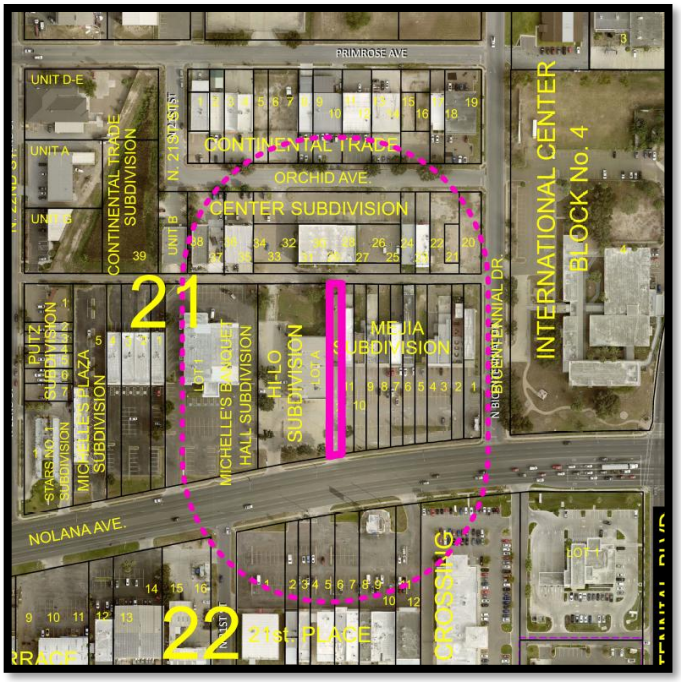
FROM: Omar Sotelo, CPM, Director of Planning

DATE: August 10, 2026

SUBJECT: **REQUEST OF GUILLERMO VALDEZ, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE FOR A BAR (CARIBE BAR) AT LOT 12, MEJIA SUBDIVISION, HIDALGO COUNTY, TEXAS; 2022 NOLANA AVENUE. (CUP2026-0051)**

BRIEF DESCRIPTION: The subject property is located along the north side of Nolana Avenue, between Bicentennial Drive and North 22nd Street, and is zoned C-3 (General Business-OC) District. Adjacent zoning is C-3 (General Business-OC) District in all directions. A bar is permitted in a C-3 (OC) District with a Conditional Use Permit and in compliance with all requirements.





HISTORY: The subject property was being used as a nightclub/bar since 2009. The most recent Conditional Use Permit for a bar/nightclub for this property expired in 2025. This is the first Conditional Use Permit application from the current applicant for a bar at this location.

ANALYSIS: The applicant is proposing to operate a new bar, under the name Caribe Bar, from a 2,900 square feet space. The bar will require 29 parking spaces, including one accessible parking space. The parking is provided as part of the shared parking serving the plaza. The proposed days and hours of operation are Monday through Sunday from 9:00 p.m. to 2 a.m.

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 300 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m.

2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Nolana Avenue;

3) The abovementioned businesses must provide parking in accordance with the city off street parking ordinance as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking. Based on the square footage of the establishment where the bar is proposing to operate, 29 parking spaces are required and 101 are provided as part of the common parking area. The parking lot must be properly striped and maintained free of potholes.

4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;

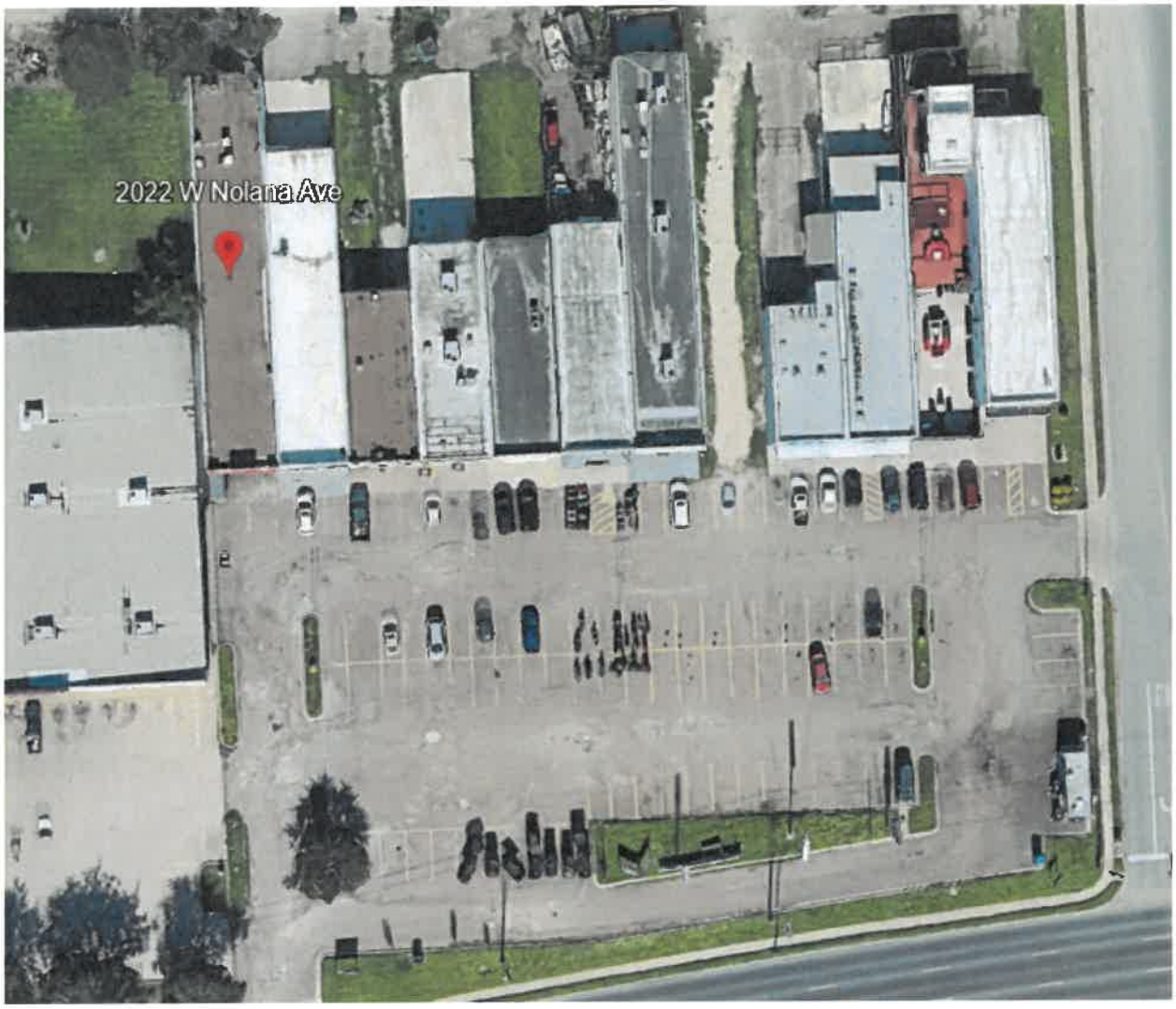
5) The abovementioned businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;

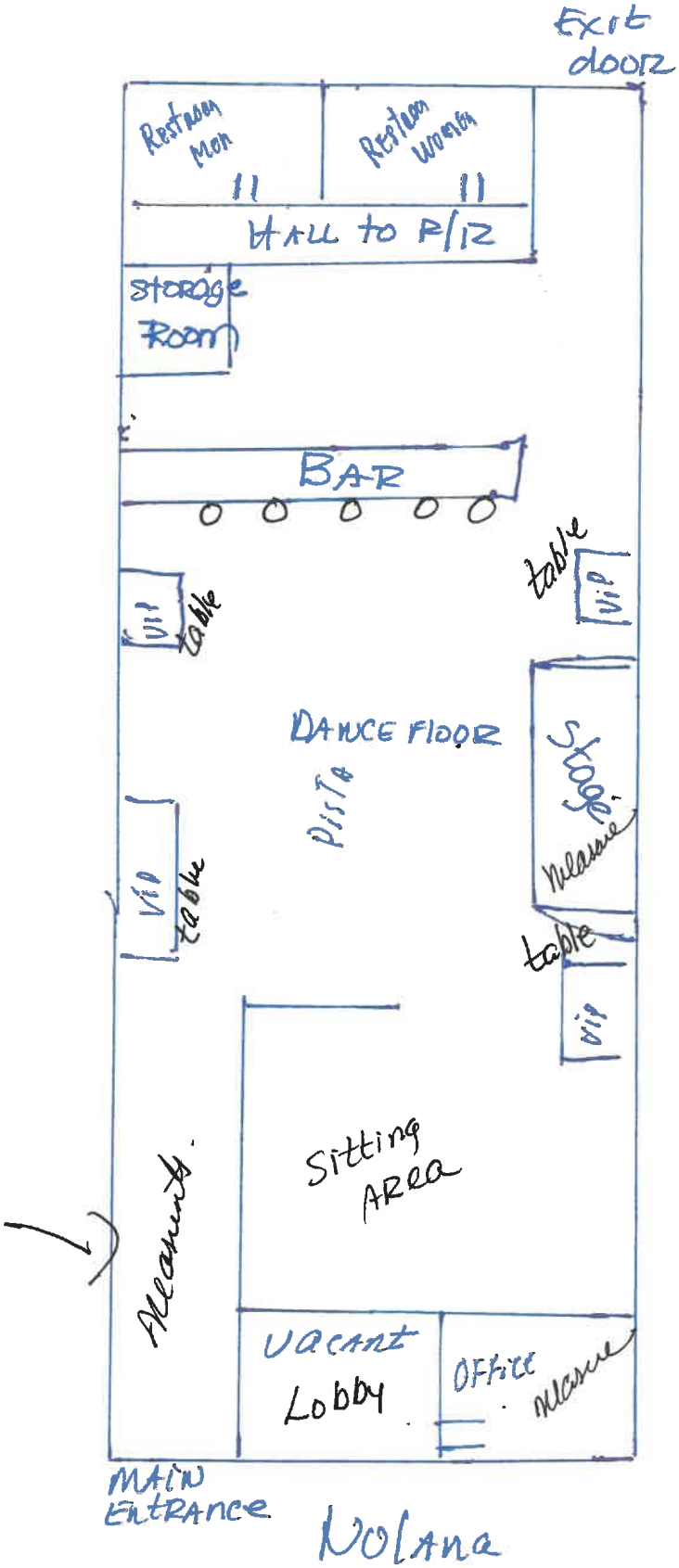
6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;

7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

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

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 21, 2026, no one appeared in opposition to the CUP request. The board unanimously voted to recommend approval of the request, for one year, subject to compliance with the Zoning Ordinance, Fire Department, and Building Code requirements. There were four members present and voting.


2022 W Nolana Ave


Exit door
Restroom Men
Restroom women
HALL to P/12
storage Room
BAR
table
VIP
VIP table
DANCE FLOOR
PISTA
Stage
Release
VIP table
table
VIP
Sitting AREA
Alcaunta
VACANT Lobby
OFFICE
Release
MAIN ENTRANCE
NOLANA

ORDINANCE NO. 2026 – ____

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

WHEREAS, on August 10, 2026, the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a bar (Caribe Bar) at Lot 12, Mejia Subdivision, Hidalgo County, Texas; 2022 Nolana Avenue; and

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

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

SECTION I: A Conditional Use Permit is hereby granted for adoption of an ordinance, for a bar (Caribe Bar) at Lot 12, Mejia Subdivision, Hidalgo County, Texas; 2022 Nolana Avenue. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for life of the use, when the use ceases.

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

from the residential area after 10:00 p.m. 2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Nolana Avenue; 3) The abovementioned businesses must provide parking in accordance with the city off street parking ordinance as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking. Based on the square footage of the establishment where the bar is proposing to operate, 29 parking spaces are required and 101 are provided as part of the common parking area. The parking lot must be properly striped and maintained free of potholes. 4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances; 5) The abovementioned businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street; 6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties; 7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances. Should the conditions of the permit be violated, the City retains the complete and sole authority to suspend or revoke the permit.

SECTION III: The City Secretary of the City of McAllen is hereby directed **not** to publish this ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

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

CONSIDERED, PASSED and APPROVED this 10th day of August 2026, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of August 2026.

CITY OF McALLEN, TEXAS

_____
Javier Villalobos, Mayor

ATTEST:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.B.1.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-1 (Office Building-OC) District under the Old Code (OC) to C-1 (Local Commercial-UDC) District under the new Unified Development Code (UDC) for the following property:
   3920 South Jackson Road (PID: 231267) **REZ2026-0097**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning from C-1 (Office Building-OC) District under the Old Code (OC) to C-1 (Local Commercial-UDC) District under the new Unified Development Code (UDC) for the following property: 3920 South Jackson Road (PID: 231267) **REZ2026-0097**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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

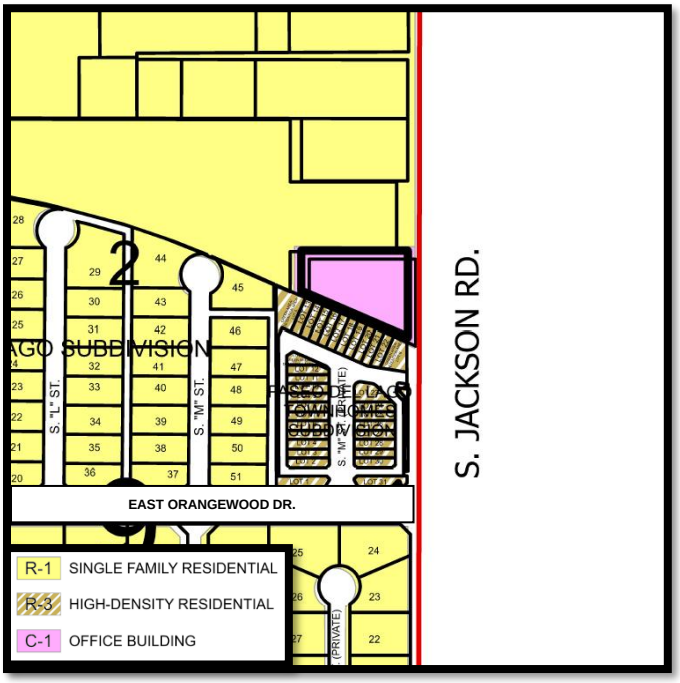
FROM: Omar Sotelo, CPM, Director of Planning

DATE: August 10, 2026

SUBJECT: **REZONING FROM C-1 (OFFICE BUILDING-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-1 (LOCAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTY:**

CASE REZ2026-0097:
3920 South Jackson Road (PID: 231267)

LOCATION: The subject property is located along the west side of South Jackson Road, north of East Orangewood Drive.



PROPOSAL: The City of McAllen is requesting to rezone the property to C-1 (Local 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 R-1 (Low-Density Residential-OC) District to the north and west, and R-3 (High-Density Residential-UDC) District to the south. The properties on the east side of South Jackson Road are outside the city limits.

LAND USE: The subject property use is currently being used as a law office, and surrounding uses include residential and vacant land.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities which allows for established low-density neighborhoods to welcome compatible density and commercial uses into their neighborhoods via incremental infill. Most of the close-in existing neighborhoods in McAllen have been included under this future land use. These areas are majority residential, with some office, retail, and other nonresidential uses that serve residents.

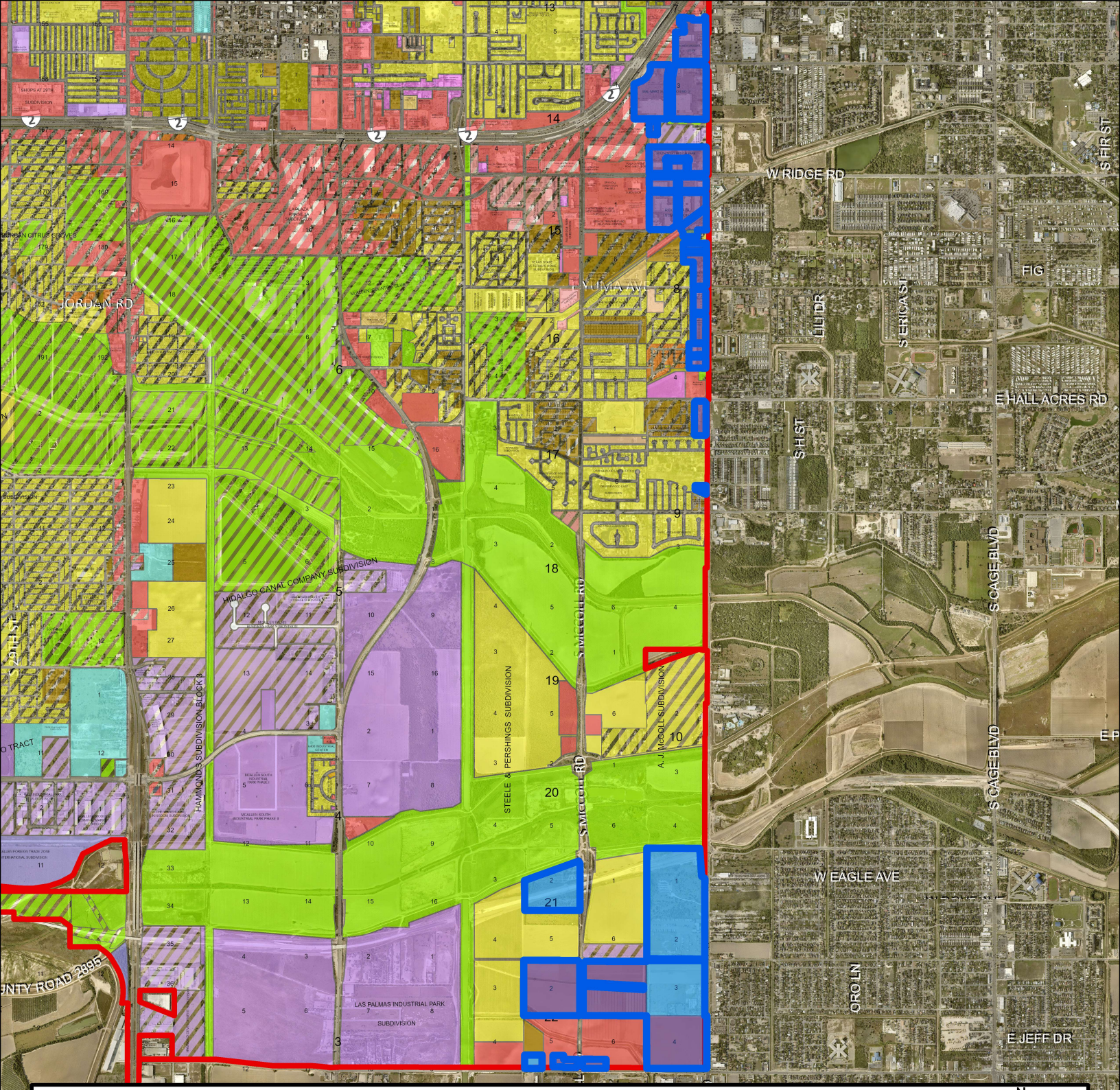
DEVELOPMENT TRENDS: The development trend in this area is residential.

ANALYSIS: The requested zoning does conform to the future land use designation as shown on the Envision McAllen Future Land Use Plan. There is an existing office use on the property.

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 21, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to C-1 (Local Commercial-UDC) District. There were four Board members present and voting.



CITY OF MCALLEN
PLANNING DEPARTMENT

LEGEND
SCALE: N.T.S.

AREA MAP

N
W E
S

SUBJECT PROPERTY

OLD ZONE

- A-O (AGRICULTURAL & OPEN...)
- R-1 (SINGLE FAMILY RES...)
- R-2 (DUPLEX-FOURPLEX)
- R-3A (APARTMENTS)
- R-3C (CONDOMINUIMS)
- R-3T (TOWNHOMES)
- R-4 (MOBILE HOMES)
- C-1 (OFFICE BUILDING)
- C-2 (NEIGHBORHOOD COMM...)
- C-3 (GENERAL BUSINESS)
- C-3L (LIGHT COMMERCIAL)
- C-4 (COMMERICIAL IND...)
- I-1 (LIGHT INDUSTRIAL)
- I-2 (HEAVY INDUSTRIAL)

UDC ZONE

- A-O (AGRICULTURAL & OPEN...)
- R-1 (LOW DENSITY RES...)
- R-2 (MEDIUM-DENSITY RES...)
- R-3 (HIGH-DENSITY RES...)
- C-1 (LOCAL COMMERCIAL)
- C-2 (REGIONAL COMMERCIAL)
- I-1 (LIGHT INDUSTRIAL)
- I-2 (HEAVY INDUSTRIAL)
- M-1 (LOCAL MIXED USE)
- M-2 (REGIONAL MIXED USE)
- CC-DT (CITY-CORE DOWNTOWN)
- CC-UT (CITY-CORE UPTOWN)

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

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.B.2.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-3 (General Business-OC) District under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:
   8000 South McColl Road (PID: 290340)
   601 East Dicker Road (PID: 20834710)
   611 East Dicker Road (PID: 1073831)
   7801 South McColl Road and Rears 1-2 (PID: 840308, 1644011 and 1314011)
   7901 South McColl Road (PID: 901928)
   8001 South McColl Road (PID: 290339)
   8301 South McColl Road (PID: 902205)
   701 East Dicker Road (PID: 1234461)
   705 East Dicker Road (PID: 1074047)
   8400 South Jackson Road and Rear (PID: 231317 and 20826042) **REZ2026-0098**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning from C-3 (General Business-OC) District under the Old Code (OC) to C-2 (Regional Commercial-UDC) District under the new Unified Development Code (UDC) for the following properties:
   8000 South McColl Road (PID: 290340)
   601 East Dicker Road (PID: 20834710)
   611 East Dicker Road (PID: 1073831)
   7801 South McColl Road and Rears 1-2 (PID: 840308, 1644011 and 1314011)
   7901 South McColl Road (PID: 901928)
   8001 South McColl Road (PID: 290339)
   8301 South McColl Road (PID: 902205)
   701 East Dicker Road (PID: 1234461)
   705 East Dicker Road (PID: 1074047)
   8400 South Jackson Road and Rear (PID: 231317 and 20826042) **REZ2026-0098**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026

Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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

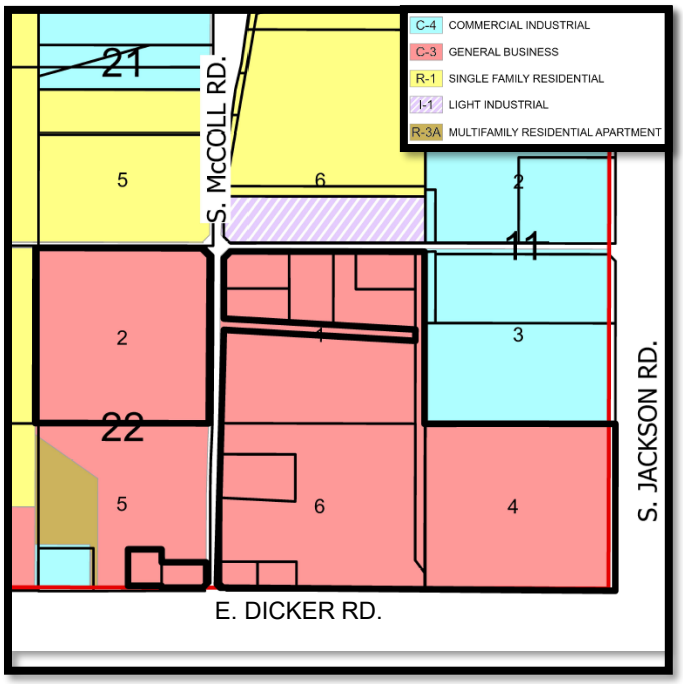
DATE: August 10, 2026

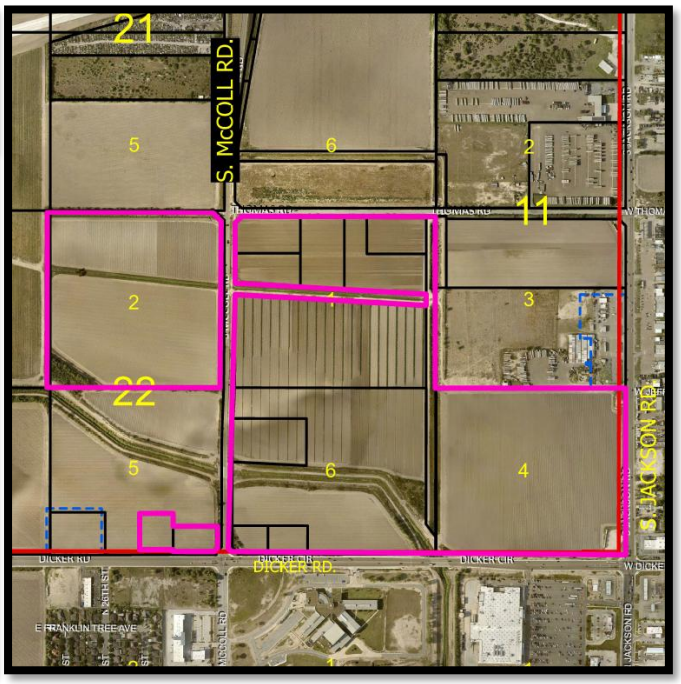
SUBJECT: **REZONING FROM C-3 (GENERAL BUSINESS-OC) DISTRICT UNDER THE OLD CODE (OC) TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:**

CASE REZ2026-0098:

8000 South McColl Road (PID: 290340)
601 East Dicker Road (PID: 20834710)
611 East Dicker Road (PID: 1073831)
7801 South McColl Road and Rears 1-2 (PID: 840308, 1644011 and 1314011)
7901 South McColl Road (PID: 901928)
8001 South McColl Road (PID: 290339)
8301 South McColl Road (PID: 902205)
701 East Dicker Road (PID: 1234461)
705 East Dicker Road (PID: 1074047)
8400 South Jackson Road and Rear (PID: 231317 and 20826042)

LOCATION: The subject properties are located along both sides of South McColl Road, north of East Dicker Road.





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-3 (General Business-OC) District, C-4 (Commercial Industrial-OC) District, R-1 (Single Family Residential-OC) District, and I-1 (Light Industrial-UDC) District.

LAND USE: The subject properties are currently vacant.

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

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

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 follows the zoning 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 21, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to C-2 (Regional Commercial-UDC) District. There were four members present and voting.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.B.3.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from C-4 (Commercial Industrial-OC) District and A-O (Agriculture & Open Space-OC) under the Old Code (OC), to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:
   7100 South McColl Road (PID: 607782)
   7120 South McColl Road (PID: 1020460)
   7300 South McColl Road and Rear (PID: 581954 and 1124513)
   7324 South McColl Road and Rear (PID: 581956 and 1020163)
   7200 South McColl Road (PID: 581953)
   7012 South Jackson Road Rear (PID: 1067205)
   7100 South Jackson Road (PID: 231314)
   7300 South Jackson Road (PID: 720268)
   7600 South Jackson Road (PID: 231315)
   7200 South Jackson Road (PID: 724042)
   5810 and 7400 South Jackson Road (PID: 720792)
   7500 South Jackson Road (PID: 722639)
   7800 South Jackson Road and Rear (PID: 231316 and 20826978)
   8000 South Jackson Road (PID: 641108)
   1105 East Thomas Road (PID: 20830291)
   105 Dicker Road (PID: 20834706)
   7000 South Jackson Road (PID: 1075835)
   6920 South Jackson Road (PID: 721205) **REZ2026-0099**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning from C-4 (Commercial Industrial-OC) District and A-O (Agriculture & Open Space-OC) under the Old Code (OC), to I-1 (Light Industrial-UDC) District under the new Unified Development Code (UDC) for the following properties:
   7100 South McColl Road (PID: 607782)
   7120 South McColl Road (PID: 1020460)
   7300 South McColl Road and Rear (PID: 581954 and 1124513)
   7324 South McColl Road and Rear (PID: 581956 and 1020163)
   7200 South McColl Road (PID: 581953)
   7012 South Jackson Road Rear (PID: 1067205)
   7100 South Jackson Road (PID: 231314)
   7300 South Jackson Road (PID: 720268)
   7600 South Jackson Road (PID: 231315)
   7200 South Jackson Road (PID: 724042)
   5810 and 7400 South Jackson Road (PID: 720792)
   7500 South Jackson Road (PID: 722639)
   7800 South Jackson Road and Rear (PID: 231316 and 20826978)

8000 South Jackson Road (PID: 641108)
1105 East Thomas Road (PID: 20830291)
105 Dicker Road (PID: 20834706)
7000 South Jackson Road (PID: 1075835)
6920 South Jackson Road (PID: 721205) **REZ2026-0099**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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

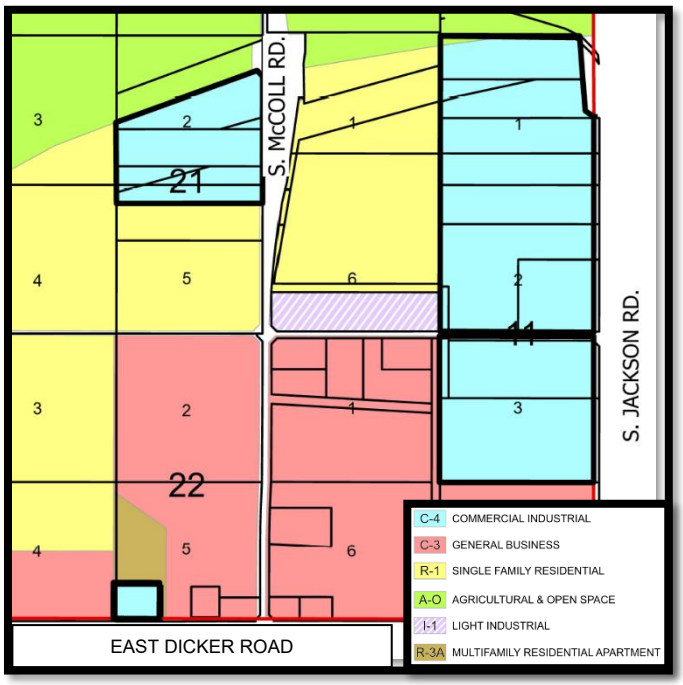
DATE: August 10, 2026

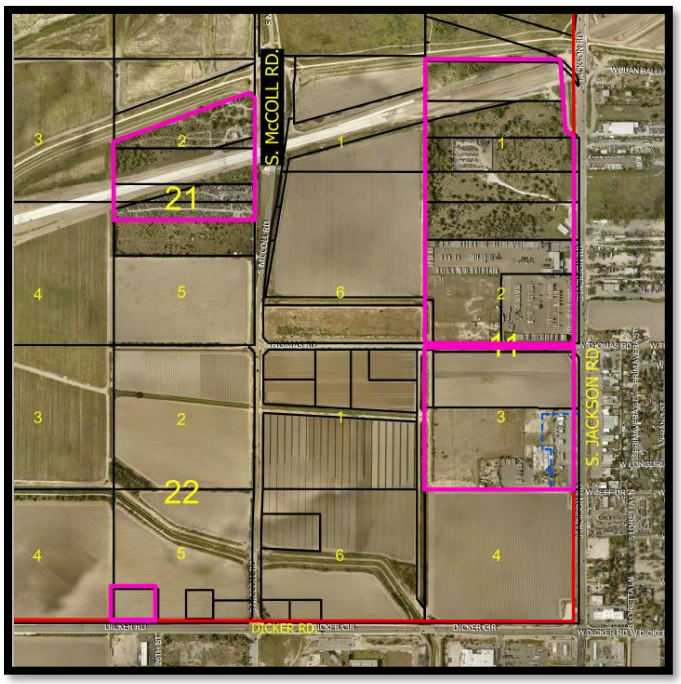
SUBJECT: **REZONING FROM C-4 (COMMERCIAL INDUSTRIAL-OC) DISTRICT AND A-O (AGRICULTURE & OPEN SPACE-OC) UNDER THE OLD CODE (OC), TO I-1 (LIGHT INDUSTRIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:**

<u>CASE REZ2026-0099:</u>

7100, 7120, 7200, 7300, 7324 South McColl Road (PID: 607782, 1020460, 581954, 1124513, 581956, 1020163, 581953)
6920, 7000, 7012, 7100, 7300, 7500, 7600, 7800, 8000, 7200, 5810, 7400 South Jackson Road Rear (PID: 1067205, 231314, 720268, 231315, 724042, 720792, 722639, 231316, 20826978, 641108, 1075835, 721205)
1105 East Thomas Road (PID: 20830291)
105 Dicker Road (PID: 20834706)

LOCATION: The subject properties are located along the west side of South Jackson Road, west side of South McColl Road, and north side of East Dicker Road.





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 C-3 (General Business-OC) District, R-1 (Single Family Residential-OC) District, I-1 (Light Industrial-UDC) District, and A-O (Agriculture & Open Space-OC).

LAND USE: The subject properties uses include vacant land and vehicle storage. Surrounding uses include commercial, vacant land and vehicle storage.

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

DEVELOPMENT TRENDS: The development trend of this area is industrial and 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, and is compatible with the existing development.

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 21, 2026, no one appeared in opposition to the rezoning request. The Board unanimously voted to recommend approval of the rezoning request to I-1 (Light Industrial-UDC) District. There were four members present and voting.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.B.4.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from R-1 (Single Family Residential - OC) District under the Old Code (OC) to R-1 (Low Density Residential - UDC) District under the new Unified Development Code (UDC) for the following property:
   3621 Colbath Road (PID: 211105**) REZ2026-0101**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning From R-1 (Single Family Residential-OC) District Under The Old Code (OC) To R-1 (Low Density Residential-UDC) District Under The New Unified Development Code (UDC) For The Following Property: 3621 Colbath Road (PID: 211105) **REZ2026-0101**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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**

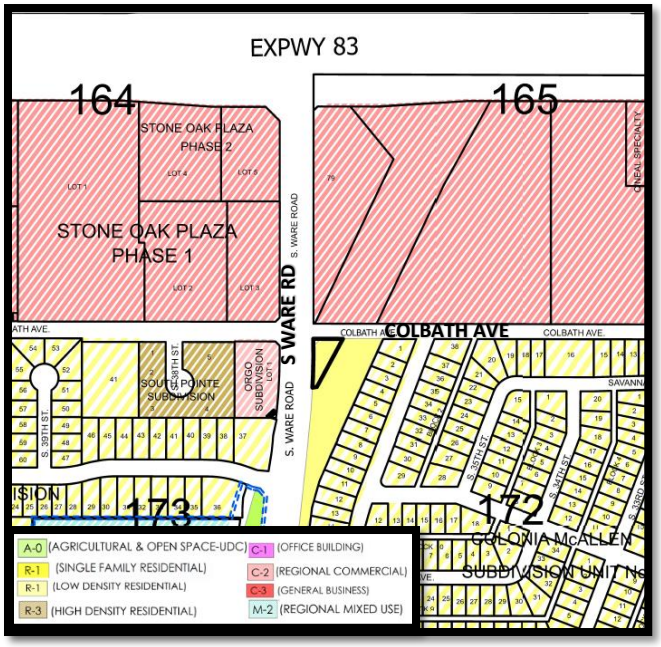
FROM: **Omar Sotelo, CPM, Director of Planning**

DATE: **August 10, 2026**

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

CASE REZ2026-0101:
3621 Colbath Road (PID: 211105)

LOCATION: The subject property is located on the southeast corner of Colbath Avenue and South Ware Road.



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

ADJACENT ZONING: The adjacent properties are zoned R-1 (Low-Density Residential-UDC) to the south and east, C-2 (Regional Commercial-UDC) to the north, and C-1 (Local Commercial-UDC) District to the west.

LAND USE: There is an existing house on the subject property. Surrounding uses include vacant land, homes, offices, retail, restaurants and hotels.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities which allows for established low-density neighborhoods to welcome compatible density and commercial uses into their neighborhoods via incremental infill. Most of the close-in existing neighborhoods in McAllen have been included under this future land use. These areas are majority residential, with some office, retail, and other nonresidential uses that serve residents.

DEVELOPMENT TRENDS: The development trend in this area is residential, office, and 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 and zoning 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 21, 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.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.B.5.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from R-2 (Duplex-Fourplex Residential-OC) District under the Old Code (OC) to R-2 (Medium Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties: 2100 South Jackson Road Rears 1-2 (PID: 231198 and 557793) **REZ2026-0102**

2. Party Making Request: Omar Sotelo

3. Applicant: City of Mcallen

4. Nature of Request: Rezoning From R-2 (Duplex-Fourplex Residential-OC) District Under The Old Code (OC) To R-2 (Medium Density Residential-UDC) District Under The New Unified Development Code (UDC) For The Following Properties: 2100 South Jackson Road Rears 1-2 (PID: 231198 and 557793) **REZ2026-0102**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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**

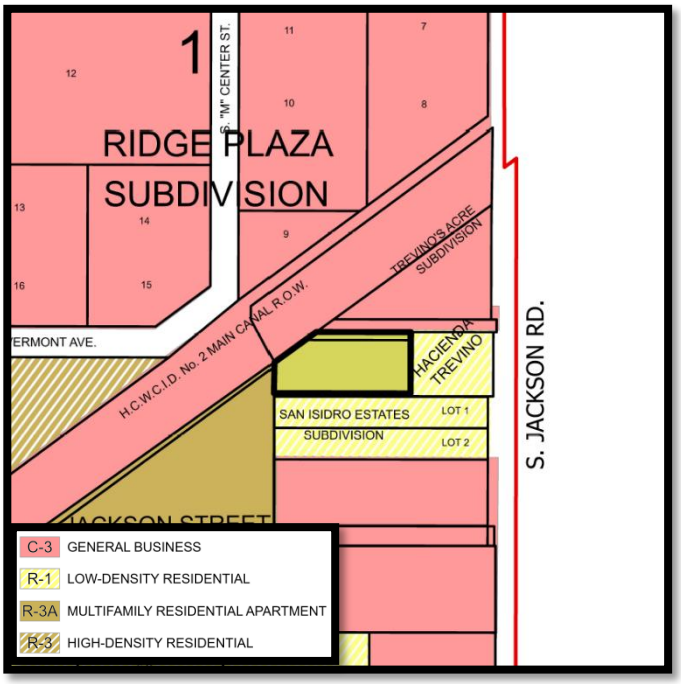
FROM: **Omar Sotelo, CPM, Director of Planning**

DATE: **August 10, 2026**

SUBJECT: **REZONING FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL-OC) DISTRICT UNDER THE OLD CODE (OC) TO R-2 (MEDIUM DENSITY RESIDENTIAL-UDC) DISTRICT UNDER THE NEW UNIFIED DEVELOPMENT CODE (UDC) FOR THE FOLLOWING PROPERTIES:**

CASE REZ2026-0102:
2100 South Jackson Road Rears 1-2 (PID: 231198 and 557793)

LOCATION: The subject property is located to the west of South Jackson Road.



PROPOSAL: The City of McAllen is requesting to rezone the property to R-2 (Medium Density Residential-UDC) District as part of the citywide rezoning pertaining to the adoption of the new McAllen Unified Development Code (UDC).

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

LAND USE: The subject property is vacant. Surrounding uses include single-family residential homes and an irrigation canal.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities which will allow for established low-density neighborhoods to welcome compatible density and commercial uses into their neighborhoods via incremental infill. Most of the close-in existing neighborhoods in McAllen have been included under this future land use. These areas are majority residential, with some office, retail, and other nonresidential uses that serve residents.

DEVELOPMENT TRENDS: The development trend in this area is single family residential homes.

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 and zoning 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 21, 2026, no one appeared in opposition to the rezoning request. The board unanimously voted to recommend approval of the request to R-2 (Medium Density Residential-UDC) District. There were four members present and voting.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.C.1.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Rezoning from R-1 (Single Family Residential-OC) District to I-1 (Light Industrial - UDC) District: E105'-W210'-S420' Lot 338, 1.01 Ac Gr 0.84 Ac Net, John H. Shary Subdivision, Hidalgo County, Texas; 4716 Buddy Owens Boulevard. **REZ2026-0093**

2. Party Making Request: Omar Sotelo

3. Applicant: Juan C. Gonzalez

4. Nature of Request: Rezoning From R-1 (Single Family Residential-OC) District To I-1 (Light Industrial-UDC) District: E105'-W210'-S420' Lot 338, 1.01 Ac Gr 0.84 Ac Net, John H. Shary Subdivision, Hidalgo County, Texas; 4716 Buddy Owens Boulevard. **REZ2026-0093**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/28/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Disapproval

9. Advisory Board:

10. City Attorney: Disapprove -AS

11. Manager's Recommendation: Approve staff recommendation — IJT

Planning Department

Memo

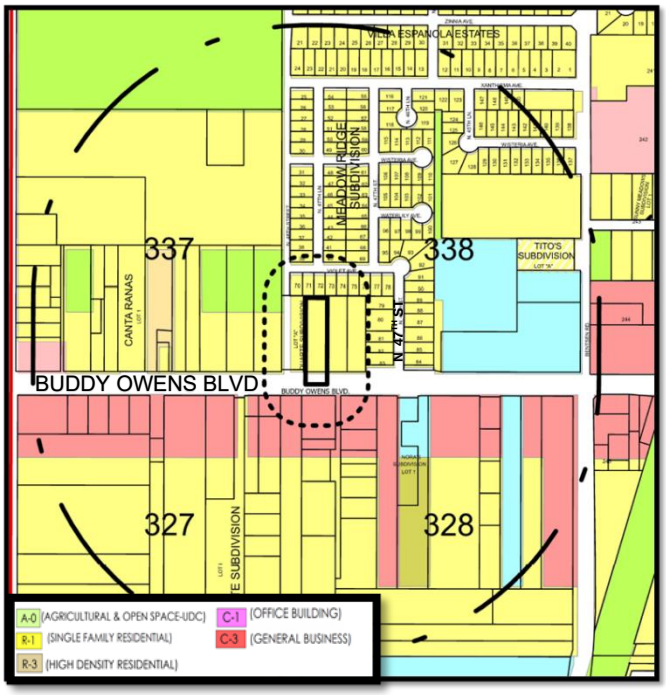
TO: **Isaac J. Tawil, City Manager**

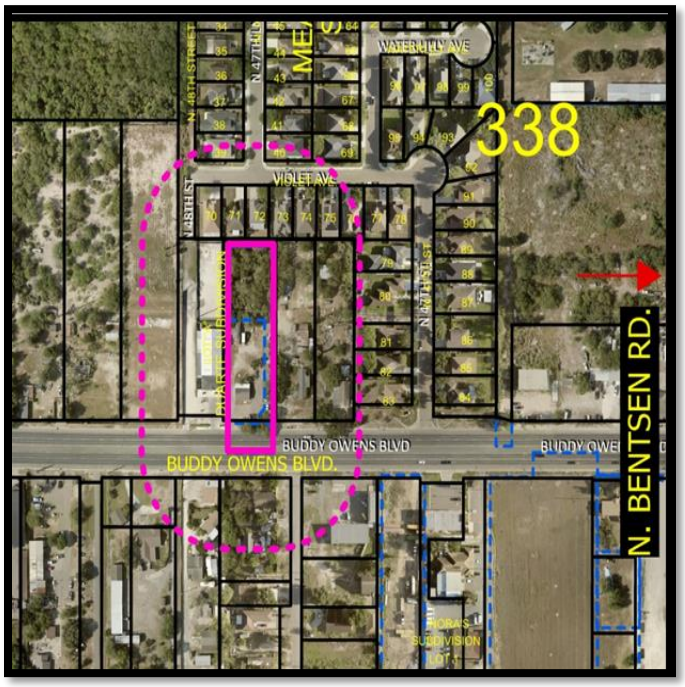
FROM: **Omar Sotelo, CPM, Director of Planning**

DATE: **August 10, 2026**

SUBJECT: **REZONING FROM R-1 (SINGLE FAMILY RESIDENTIAL-OC) DISTRICT TO I-1 (LIGHT INDUSTRIAL-UDC) DISTRICT: E105'-W210'-S420' LOT 338, 1.01 AC GR 0.84 AC NET, JOHN H. SHAR SUBDIVISION, HIDALGO COUNTY, TEXAS; 4716 BUDDY OWENS BOULEVARD. (REZ2026-0093)**

LOCATION: The subject property is located on the north side of Buddy Owens Boulevard, west of North 47th Street.





PROPOSAL: The applicant has requested to rezone the property to I-1 (Light Industrial-UDC) District for a proposed Truck Terminal.

ADJACENT ZONING: The adjacent properties are C-3 (General Business-OC) District to the south, and R-1 (Single Family Residential-OC) west, north, and east.

LAND USE: The subject property is currently being used as a single family home. Surrounding uses include single family homes and an auto repair shop.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities which allows for established low-density neighborhoods to welcome compatible density and commercial uses into their neighborhoods via incremental infill. Most of the close-in existing neighborhoods in McAllen have been included under this future land use. These areas are majority residential, with some office, retail, and other nonresidential uses that serve residents.

DEVELOPMENT TRENDS: The development trend along this area is single family residential.

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

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 received one phone call and one email in opposition to the request. The opposition expressed concerns that the proposed rezoning would negatively impact surrounding property values and alter the existing character of the neighborhood.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 21, 2026, one phone call and one email were received in opposition of the rezoning request. The concerns expressed included increased traffic congestion, potential negative impacts on surrounding property values, and changes to the existing character of the neighborhood. The board unanimously voted to recommend disapproval of the request. There were four members present and voting.

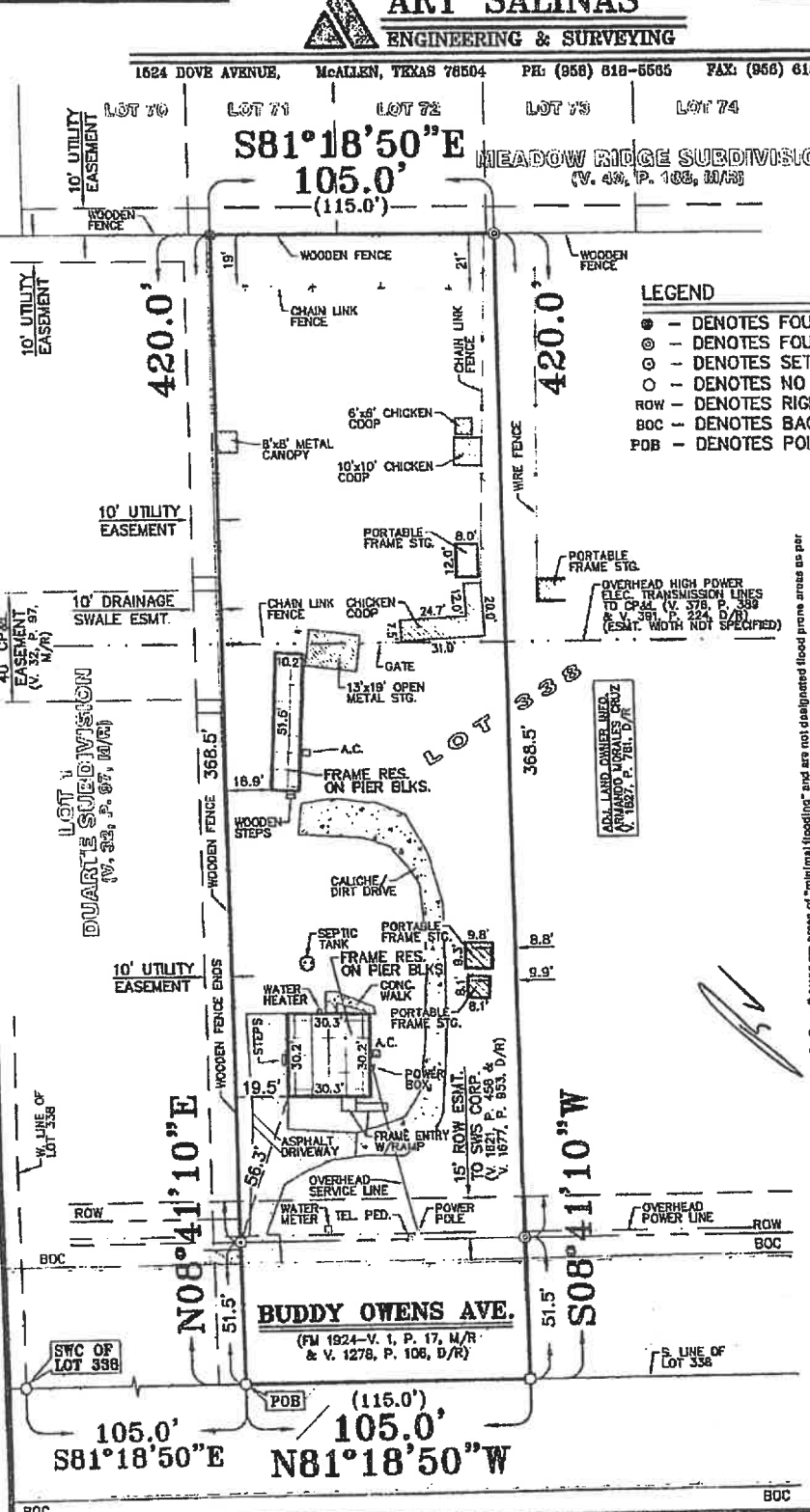
SOTEX XPRESS LLC
6018790O

T.B.P.E. FIRM No.: F-5154

ART SALINAS
ENGINEERING & SURVEYING

T.B.P.L.S. FIRM No.: 10004000

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540



LEGEND

- ● – DENOTES FOUND 1/2" ROD
- ◎ – DENOTES FOUND 5/8" PIPE
- ⊙ – DENOTES SET 1/2" ROD
- ○ – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- POB – DENOTES POINT OF BEGINNING

FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone C. Zone C areas are areas of "minimal flooding" and are not designated flood prone areas as per F.E.M.A. Flood Insurance Rate Map Panel Number 480334-0410-C dated 11-16-82.

PLAT NOTES:

1. There is no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with Title Policy G.F. # 242468110 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. This survey must contain an embossed seal and an original signature to be valid as per Section 681.46 and Section 603.19 at the "The Professional Land Surveying Practices Act".
4. This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
5. Statutory rights, rules, regulations, easements and liens in favor of United Irrigation District, pursuant to applicable sections of the Texas Water Code. (Blanket)
6. Easement and Agreement in favor of Central Power & Light Company dated February 3, 1931, recorded in Volume 402, Page 58 and dated March 27, 1934, recorded in Volume 391, Page 224, both in the Deed Records, Hidalgo County, Texas. (Blanket)
7. Subject to any Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.
8. Subject to any oil, gas and mineral lease of record.
9. Bearing Basis: "S. line of Lot 338, John H. Shary Subdivision"

BORROWER(S): STX Investment Properties LLC

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 4716 BUDDY OWENS AVE., in McALLEN, TEXAS, DESCRIBED AS FOLLOWS:
THE EAST 105 FEET (DEED: 115 FEET) OF THE WEST 210 FEET (DEED: 220 FEET) OF THE SOUTH 420 FEET OF LOT 338, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 1, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.
(SEE METES AND BOUNDS DESCRIPTION)

24-67762
Job No.

07-26-24
Date

©COPYRIGHT 2024 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

STATE OF TEXAS
REGISTERED
ARTURO A. SALINAS
4802

Registered Professional Land Surveyor No. 4802

From:	marilynhardison starproperty.com
To:	Magdalena Ramirez
Subject:	Letter of opposition to the zoning change for a 1.1 acre tract of land out of Lot 338, John H. Shary Subdivision, McAllen, Texas, Hidalgo county. Texas
Date:	Friday, July 17, 2026 9:17:27 AM

Thank you Magda for taking my call this morning…

Below is the letter I wish to submit to the file. Marilyn Hardison

From: David and Marilyn Hardison
owner of 4605 N. 47th
McAllen, Texas 78504

7/17/2026

To: Hidalgo County Planning Department

Re: Opposition to Zoning Change Application REZ2026-0093 – 1.1-acre tract out of Lot 338, John H. Shary Subdivision, Hidalgo County, Texas

Dear Members of the Planning Commission:

I am writing to respectfully object to the proposed zoning change identified as **REZ2026-0093** for the 1.1-acre tract out of Lot 338, John H. Shary Subdivision. McAllen, Texas.

I am concerned that the requested zoning change is not compatible with the nearby subdivision and other homes in the area. The change could negatively affect nearby residential property owners' home values.

My husband and I are the owners of a rental home near the above location. The proposed change has the potential to alter the established character of the residential neighborhoods and create impacts that were not anticipated when surrounding properties were developed.

I respectfully request that the Planning Commission and Commissioners Court deny this zoning change and preserve zoning that is consistent with the mostly residential land use and the interests of the surrounding properties.

I want to further say that I appreciate the city giving me an opportunity to express my view.

Thank you for your consideration of my comments.

Respectfully,

Marilyn (and David) Hardison (956-607-1258)

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	1.D.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

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

2. Party Making Request: Omar Sotelo

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Victor Castro	Created/Initiated - 07/29/2026
Omar Sotelo	Approved - 07/29/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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) AS DESCRIBED HEREIN, AND AMENDING THE ZONING MAP TO CONFORM TO THE CHANGES:

(1) 2.194 ACRES OUT OF LOT 4, BLOCK 8, A.J. McCOLL SUBDIVISION, FROM C-3 (OC) TO C-2 (UDC);

(2) A 0.802-ACRE TRACT OUT OF LOT 11, SECTION 280, TEXAS- MEXICAN RAILWAY COMPANY'S SURVEY, FROM C-3 (OC) TO R-2 (UDC);

(3) A 0.630-ACRE TRACT OUT OF LOT 11, SECTION 280, TEXAS- MEXICAN RAILWAY COMPANY'S SURVEY, FROM C-3 (OC) TO C-2 (UDC);

(4) HIDALGO COUNTY PID: 231267, FROM C-1 (OC) TO C-1 (UDC);

(5) HIDALGO COUNTY PIDS: 290340, 20834710, 1073831, 840308, 1644011, 1314011, 901928, 290339, 902205, 1234461, 1074047, 231317, AND 20826042, FROM C-3 (OC) TO C-2 (UDC);

(6) HIDALGO COUNTY PIDS: 607782, 1020460, 581954, 1124513, 581956, 1020163, 581953, 1067205, 231314, 720268, 231315, 724042, 720792, 722639, 231316, 20826978, 641108, 20830291, 20834706, 1075835, AND 721205, FROM C-4 (OC) AND A-O (OC) TO I-1 (UDC);

(7) HIDALGO COUNTY PID: 211105, FROM R-1 (OC) TO R-1 (UDC);

(8) HIDALGO COUNTY PIDS: 231198 AND 557793, FROM R-2 (OC) TO R-2 (UDC).

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

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

> A tract of land containing 2.194 acres out of Lot 4, Block 8, A.J. McColl Subdivision, City of McAllen, Hidalgo County, Texas, as shown by plat of record in Volume 21, Page 597, Deed Records of Hidalgo County, Texas, being a portion of an 18.49-acre tract of land

described in a deed recorded under Document Number 553536, Official Public Records of Hidalgo County, Texas, and being more particularly described by metes and bounds, as surveyed, as follows:

BEGINNING at a calculated point in the west right-of-way line of Jackson Road and the east boundary line of an 18.49-acre tract of land described in a deed recorded under Document Number 553536, Official Public Records of Hidalgo County, Texas, at Northing 16587209.5 and Easting 1079666.5, for the east corner of this tract, from which a ½-inch iron bar found set in the ground in the west right-of-way line of Jackson Road and the south boundary line of a 1.0-acre tract of land out of Lot 4, Block 8, A.J. McColl Subdivision, City of McAllen, Hidalgo County, Texas, as shown by plat of record in Volume 21, Page 597, Deed Records of Hidalgo County, Texas, said 1.0-acre tract being described in a deed recorded under Document Number 2433892, Official Public Records of Hidalgo County, Texas, and being a northeast corner of said 18.49-acre tract, bears N 8°31′45″ E a distance of 165.40 feet;

THENCE, S 8°31′45″ W, crossing said Lot 4 with the west right-of-way line of Jackson Road and the east boundary line of said 18.49-acre tract, a distance of 248.84 feet to a ½-inch iron bar with an orange cap marked "SLS 1008900," set in the ground at the intersection of Jackson Road and the cutback right-of-way line of E. El Rancho Road, a southeast corner of said 18.29-acre tract, for a southeast corner of this tract, from which the southeast corner of said Lot 4 bears S 41°37′37″ E a distance of 57.44 feet;

THENCE, S 53°31′45″ W, with said cutback right-of-way line of E. El Rancho Road and the southeast boundary line of said 18.29-acre tract, a distance of 23.76 feet to a ½-inch iron bar with an orange cap marked "SLS 10089000," set in the ground at the south corner of said 18.29-acre tract, for a south corner of this tract;

THENCE, N 81°28′15″ W, with the north right-of-way line of E. El Rancho Road and the south boundary line of said 18.29-acre tract, a distance of 343.52 feet to a calculated point for the west corner of this tract, from which a ½-inch iron bar found set in the ground at the west corner of said 18.49-acre tract and the south corner of a 1.000-acre tract described in a deed recorded under Document Number 3377412, Official Public Records of Hidalgo County, Texas, bears N 81°28′15″ W a distance of 1,053.88 feet;

THENCE, N 8°31′15″ E, crossing said 18.49-acre tract, a distance of 265.64 feet to a calculated point for the north corner of this tract;

THENCE, S 81°28′15″ E, a distance of 360.36 feet to the POINT OF BEGINNING, containing 2.194 acres, or 95,579 square feet, of land, more or less.

SECTION II: The following tract of land, which is located within the city limits of the City of McAllen, Texas,

shall be rezoned from C-3 (General Business-OC) District to R-2 (Medium-Density Residential-UDC) District:

> A tract of land containing 0.802 acre, or 34,915.442 square feet, situated in Hidalgo County, Texas, being out of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Page 168, Hidalgo County Deed Records, said 0.802-acre tract being out of a certain tract conveyed to Urban City Developers by virtue of a Special Warranty Deed with Vendor's Lien recorded under Document Number 3232972, Hidalgo County Official Records, and being more particularly described as follows:
>
> COMMENCING at the northwest corner of said Lot 11, Section 280, within the existing right-of-way of S.H. 107–University Drive; THENCE, S 08°46′20″ W, a distance of 53.27 feet;
>
> THENCE, S 81°07′39″ E, along the existing south right-of-way line of S.H. 107–University Drive, a distance of 147.74 feet to a No. 4 rebar set for the northwest corner and POINT OF BEGINNING of this herein-described tract;
>
> THENCE, S 81°07′39″ E, along the existing south right-of-way line of S.H. 107–University Drive, a distance of 187.97 feet to a No. 4 rebar found at the northeast corner of this tract;
>
> THENCE, S 08°46′20″ W, a distance of 185.75 feet to a No. 4 rebar found along an interior line of North Park on 107, according to the plat thereof recorded under Instrument Number 3615809, Hidalgo County Map Records, for the southeast corner of this tract;
>
> THENCE, N 81°07′39″ W, along the existing north right-of-way line of Lavaca Avenue and an interior line of North Park on 107, a distance of 187.97 feet to a No. 4 rebar set for the southwest corner of this tract;
>
> THENCE, N 08°46′20″ E, a distance of 185.75 feet to the POINT OF BEGINNING, containing 0.802 acre, or 34,915.442 square feet, of land, more or less.

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

> A tract of land containing 0.630 acre, or 27,442.061 square feet, situated in Hidalgo County, Texas, being part of Lot 11, Section 280, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Page 168, Hidalgo County Deed Records, said 0.630-acre tract being out of a certain tract conveyed to Urban City Developers, LLC, a Texas limited liability company, by virtue of a Special Warranty Deed with Vendor's Lien recorded under Document Number 3232972, Hidalgo County Official Records, and being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 11, Section 280, within the existing right-of-way of S.H. 107–University Drive;

THENCE, S 08°46′20″ W, a distance of 53.27 feet to a No. 4 rebar found at Northing 16638446.464 and Easting 1072677.598, for the northwest corner and POINT OF BEGINNING of this herein-described tract;

THENCE, S 81°07′39″ E, along the existing south right-of-way line of S.H. 107–University Drive, a distance of 147.74 feet to a No. 4 rebar set for the northeast corner of this tract;

THENCE, S 08°46′20″ W, along the west line of North Park on 107 Subdivision, according to the plat thereof recorded under Instrument Number 3615809, Hidalgo County Map Records, a distance of 185.75 feet to a No. 4 rebar set on the north line of said North Park on 107 Subdivision, for the southeast corner of this tract;

THENCE, N 81°07′39″ W, along the north line of said North Park on 107 Subdivision, a distance of 147.74 feet to a No. 4 rebar found at an outside corner of said North Park on 107 Subdivision and the west line of said Lot 11, Section 280, for the southwest corner of this tract;

THENCE, N 08°46′20″ E, along the west line of said Lot 11, Section 280, a distance of 185.75 feet to the POINT OF BEGINNING, containing 0.630 acre, or 27,442.061 square feet, of land, more or less.

SECTION IV: The following property, which is located within the city limits of the City of McAllen, Texas, shall be rezoned from C-1 (Office Building-OC) District to C-1 (Local Commercial-UDC) District:

Hidalgo County PID: 231267 – Temporary Address: 3920 South Jackson Road

SECTION V: The following properties, 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:

Hidalgo County PID: 290340 – Temporary Address: 8000 South McColl Road

Hidalgo County PID: 20834710 – Temporary Address: 601 East Dicker Road

Hidalgo County PID: 1073831 – Temporary Address: 611 East Dicker Road

Hidalgo County PIDS: 840308, 1644011, and 1314011 – Temporary Address: 7801 South McColl Road and Rears 1-2

Hidalgo County PID: 901928 – Temporary Address: 7901 South McColl Road

Hidalgo County PID: 290339 – Temporary Address: 8001 South McColl Road

Hidalgo County PID: 902205 – Temporary Address: 8301 South McColl Road

Hidalgo County PID: 1234461 – Temporary Address: 701 East Dicker Road

Hidalgo County PID: 1074047 – Temporary Address: 705 East Dicker Road

Hidalgo County PIDS: 231317 and 20826042 – Temporary Address: 8400 South Jackson Road and Rear

SECTION VI: The following properties, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from C-4 (Commercial Industrial-OC) and A-O (Agricultural & Open Space-OC) Districts to I-1 (Light Industrial-UDC) District:

Hidalgo County PID: 607782 – Temporary Address: 7100 South McColl Road

Hidalgo County PID: 1020460 – Temporary Address: 7120 South McColl Road PIDS: 581954 and 1124513 – Temporary Address: 7300 South McColl Road and Rear

Hidalgo County PIDS: 581956 and 1020163 – Temporary Address: 7324 South McColl Road and Rear

Hidalgo County PID: 581953 – Temporary Address: 7200 South McColl Road

Hidalgo County PID: 1067205 – Temporary Address: 7012 South Jackson Road Rear

Hidalgo County PID: 231314 – Temporary Address: 7100 South Jackson Road

Hidalgo County PID: 720268 – Temporary Address: 7300 South Jackson Road

Hidalgo County PID: 231315 – Temporary Address: 7600 South Jackson Road

Hidalgo County PID: 724042 – Temporary Address: 7200 South Jackson Road

Hidalgo County PID: 720792 – Temporary Addresses: 5810 and 7400 South Jackson Road

Hidalgo County PID: 722639 – Temporary Address: 7500 South Jackson Road

Hidalgo County PIDS: 231316 and 20826978 – Temporary Address: 7800 South Jackson Road and Rear

Hidalgo County PID: 641108 – Temporary Address: 8000 South Jackson Road

Hidalgo County PID: 20830291 – Temporary Address: 1105 East Thomas Road

Hidalgo County PID: 20834706 – Temporary Address: 105 Dicker Road

Hidalgo County PID: 1075835 – Temporary Address: 7000 South Jackson Road

Hidalgo County PID: 721205 – Temporary Address: 6920 South Jackson Road

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

Hidalgo County PID: 211105 – Temporary Address: 3621 Colbath Road

SECTION VIII: The following properties, which are located within the city limits of the City of McAllen, Texas, shall be rezoned from R-2 (Duplex-Fourplex Residential-OC) District to R-2 (Medium-Density Residential-UDC) District:

Hidalgo County PIDS: 231198 and 557793 – Temporary Address: 2100 South Jackson Road Rears 1-2

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

CONSIDERED, PASSED and APPROVED this 10th day of August 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 August 2026.

CITY OF MCALLEN

_____
Javier Villalobos, Mayor

ATTEST:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.A.
	DATE SUBMITTED	08/03/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Approval of Minutes of Workshop and Regular Meeting held July 27, 2026.

2. Party Making Request: Perla Lara

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Victor Castro	Created/Initiated - 08/03/2026
Perla Lara	Final Approval - 08/03/2026

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 a Joint Workshop with the McAllen Public Utility Board on **Monday, July 27, 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 Michael Fallek, Trustees Ricardo "Ric" Godinez and Ernest Williams were present

Absent: Commissioner Rodolfo "Rudy" Castillo, Charles Amos, and Albert Cardenas

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

JOINT MEETING WITH MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES:

Mayor Javier Villalobos called the meeting to order at 4:02 pm. Mr. Ernest Williams called the MPU Bord meeting to order at 4:05 pm.

1. CITY OF MCALLEN EMPLOYEE HEALTH PLAN REVIEW AND RECOMMENDATIONS.

Ms. Jolee Perez, Benefits Director, addressed the City Commission and presented an executive summary noting that in looking ahead at fiscal 2026-27, the City is projecting an approximate $2.8 million shortfall if current conditions remain unchanged and no corrective actions are taken. Ms. Perez noted that, following discussions with the City Manager, several recommendations are being presented for the Commission's consideration. She explained that implementation of the recommended actions would generate an estimated $2.2 million positive margin, allowing the City to begin establishing a reserve within the fund.

Ms. Perez reviewed the FY 2025–2026 Active Fund Budget and the current year-end expectations. She also reviewed the FY 2026–2027 Active Fund Budget before the implementation of any recommended actions, as well as the projected budget after the proposed recommendations.

Additionally, Ms. Perez presented a 10-Year Medical Spend Trend Analysis, covering fiscal years prior to 2019–2020 through 2024–2025. She reviewed high-cost claimants, outcomes for fiscal years ending 2023, 2024, and 2025**,** and provided an overview of the 10-Year Pharmacy Spend Trend Analysis, including pharmacy experience, expense drivers, and cost-management strategies. It was explained that, prior to Plan Year 2019–2020, medical expenses were

increasing at a rate significantly higher than expected when compared to industry medical trend benchmarks. Ms. Perez noted that Plan Years 2020–2021 and 2021–2022 experienced substantially lower expenses due to the impacts of the COVID-19 pandemic, including the postponement, delay, or elimination of medical care during that period. She also explained that Plan Year 2022–2023 reflected the reemergence of medical services and the completion of previously delayed care, resulting in a spike in expenses. Despite the increase, costs remained relatively close to, though slightly above, industry trend projections. She noted that this period also included the City's peak number of high-cost claimants. Ms. Perez further reported that Plan Years 2023–2024 through 2024–2025 remained relatively stable and trended slightly below industry projections, indicating a more stabilized claims experience and improving cost trends within the health plan.

Ms. Perez discussed the trend in high-dollar claimants, defined as individuals with claims exceeding $50,000 annually. She noted that the number of high-dollar claimants has gradually increased over recent years, reaching a record high during Plan Year 2022-2023. These claims are typically associated with lifestyle-related and chronic health conditions that develop over time and often require ongoing, costly treatment. It was explained that elevated number of high-dollar claims in 2022-2023 was likely influenced by delayed or deferred medical care during the COVID-19 pandemic, as individuals sought treatment for conditions that had gone unaddressed during that period. She also noted that Plan Year 2023-2024 marked the first meaningful decline in high collar claimants in approximately a decade, indicating a positive shift in the plan's overall claims experience. The decrease suggests a return to a more stable utilization pattern following the disruptions caused by the pandemic.

Ms. Perez presented a pharmacy experience overview and discussed as follows:

- Pharmacy increase due to utilization changes, not increases in count of filled scripts
- Pharmacy trend experience by City was above industry trend up until 2022-23
- Since Implementing International RX in late 2022-23 the City's trend has improved
- City trend experience in 2024-2025 performed below industry trends
- Pharmacy is costing more year after -year, but the City's structure keeps it as tight as it can be

She also mentioned the pharmacy expense drivers and cost management as follows:

- GLP-1, Cancer therapies, Specialty Biologics, Complex Chronic Disease Treatments
- GLP-1 represents 6.7% of population, 20% of total pharmacy spend
- Injectables are an example of increased cost but same utilization patterns
- Hemlibra dosing increases, Humira and Tavneos increased utilization, Cancer Medications
- Continued view of increased complexity vs. utilization increases
- International Rx (IRX)
- IRX impact on Ozempic & Mounjaro expenses

- IRX savings and impact on trends
- Frontiers impact on Diabetes

Outcomes for FY Ending 2022, FY Ending 2023, FY Ending 2024 and FY Ending 2025 were discussed for the following metrics:

- Patient Count-FDC
- Patient Count-UHC
- Avg. Conditions / Member-FDC
- Avg. Conditions / Member – UHC
- Med Spend PMPM-FDC
- Med Spend PMPM-UHC
- In Patient Admits / 1K-FDC
- In Patient Admits / 1K-UHC
- In Patient Readmits / 1K-FDC
- In Patient Readmits / 1K-UHC
- UHC Primary Visits
- UHC Primary Care Visits Expenses
- UHC Urgent Care Visits
- UHC Urgent Care Visits Expenses
- UHC ER Visits
- UHC ER Visits Expense
- UHC Spend
- Fronter Visits, Texts and Calls

Ms. Perez briefly discussed the budget approach aimed at achieving long-term financial stability. She reviewed premium recommendations, including additional phased premium adjustments, and discussed premium changes, calculation methodology, and current premium rates as follows:

- Premium recommendations are designed to fund expected claims based on current renewal projections
- Recommendations include a modest margin above expected expenses to improve financial stability
- Additional phased premium adjustments will be necessary over the next 1-2 fiscal years to establish healthy reserves and move the plan toward a more sustainable long-term funding strategy.

In addition to budget approach, moving towards long-term financial stability was discussed:

- Funds for the plan’s maximum financial exposure
- Supports reserve growth and financial stability
- Protects against adverse claims experience

- Maximum liability, established through underwriting, protects against deficits

It was mentioned that the pharmacy benefit manager RFP award process. She added that it was their recommendation to award the PBM services to Liviniti effective October 1, 2026, for a period of 3 years, with an option to renew for 2 two years at City Manager's discretion should terms remain favorable.

Ms. Perez informed the City Commission that, following discussions with the City Manager, it is the administration's recommendation to award the health insurance renewal contract to United Healthcare for a term of three (3) years, with the option for an additional two-year extension at the City Manager's discretion, provided the contract terms and conditions remain favorable to the City. Ms. Perez stated that the proposed arrangement would provide continuity of coverage, stability in plan administration, and greater long-term predictability for the City's employee health benefits program. She noted that any future extension would be evaluated based on market conditions, performance, and the overall benefit to the City.

A discussion ensued. Comments and concerns were shared. Questions were raised as to International RX utilization cost, pharmacy costs, plans, increases and expenses, stop-loss program, contract terms, retirees, direct primary care programs, active management, premium changes to active employees compared to entities in the area, benefit offering, cost and claims management, total number of employees and employees plus family, contract termination ability, Liviniti vendor, three years and continuing challenges, premium cost general fund, and enterprise funds. Staff answered questions posed by city commission and MPUB board members.

It was noted that item is included in the regular meeting agenda for action and possible consideration.

END OF JOINT MEETING

At this time the city commission recessed into executive session.

2. PRESENT QUESTIONS RELATING TO STAFF RELATING TO THE JULY 27, 2026, REGULAR MEETING AGENDA, TO BE DISCUSSED AT SUCH A MEETING.

There were no questions regarding July 27, 2026, regular meeting agenda.

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3. 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 REGRDING LEGAL ASPECT OF CONTRACTS. TEX. GOV'T. CODE 551.071.

C) CONSULTATION WITH CITY ATTORNEY REGARDING PENDING LITIGATION. TEXAS GOV'T. CODE 551.071.

PUBLIC COMMENT: Jorge Cruz Saenz

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 27, 2026**, at **5:00 PM**, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

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

Absent: Commissioner Rodolfo "Rudy" Castillo

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.

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 Item 1A6 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 and seconded by Commissioner Joaquin Zamora. The motion carried unanimously by those present.

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

Approved the C-2 (UDC) Zoning at 4811 North Ware Road, in accordance with the Planning and Zoning Commission.

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

Approved the C-2 (UDC) Zoning at 721 North McColl Road, in accordance with the Planning and Zoning Commission.

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

Approved the C-2 (UDC) Zoning at 5600 North Ware Road, in accordance with the Planning and Zoning Commission.

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

Approved the R-3 (UDC) Zoning at 2801 North Jackson Road, in accordance with the Planning and Zoning Commission.

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

Approved the M-2 (UDC) Zoning at 4508 North 23rd Street, in accordance with the Planning and Zoning Commission.

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

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

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

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

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

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

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

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

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

Approved the A-O (Agricultural and Open Space-UDC) Zoning 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, in accordance with the Planning and Zoning Commission.

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

Staff recommended approval of a Conditional Use Permit and adoption of an ordinance, for six (6) months for a bar at 306 South 27th Street, in accordance with the Planning and Zoning Commission.

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

Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca moved to approve the Conditional Use Permit for six months and seconded by Commissioner Joaquin Zamora. The motion carried unanimously by those present.

C) AMENDING THE ORDINANCE OF THE CITY OF MCALLEN.

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

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 Antonio "Tony" Aguirre, Jr, moved to approve the items listed on the Consent Agenda except for Item 2l to be addressed separately. The motion was seconded by Commissioner Joaquin Zamora and carried unanimously by those present.

A) APPROVAL OF MINUTES OF WORKSHOP AND REGULAR MEETING HELD JULY 13, 2026.

Approved the Minutes of Workshop and Regular Meeting held July 13, 2026, as submitted.

B) SUBDIVISION MONTHLY REPORT.

Approved the Subdivision Monthly Report.

C) PARKS & RECREATION MONTHLY PROJECT STATUS REPORT.

Approved the Parks and Recreation Project Status report.

D) PROJECT STATUS MONTHLY REPORT THROUGH JUNE 30, 2026.

Approved the Project Status 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).

Awarded a contract to Motorola Solutions in the amount of $111,037.24 for the purchase of Fire Department Emergency Mobile Radios.

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.

Approved a 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).

Approved an Interlocal Agreement with Bloomington Public Transportation Corporation for Piggyback Purchase of the Computer-Aided Dispatch / Automated Vehicle Location (CAD/AVL) System.

H) AWARD OF CONTRACT FOR THE PURCHASE OF A COMPUTER-AIDED DISPATCH / AUTOMATED VEHICLE LOCATION (CAD-AVL) SYSTEM (PROJECT NO. 07-26-S103-01).

Awarded a contract to ETA Phi Systems Inc. in the amount of $584,345 for the purchase of a Computer-Aided Dispatch/Automated Vehicle Location (CAD-AVL) System.

I) AWARD OF CONTRACT FOR CONSTRUCTION OF THE MCALLEN HERITAGE CENTER NEW STORAGE BUILDING (REBID) (PROJECT. NO. 07-26-C34-984).

Staff recommended an award of contract to REA General Contractors, LLC in the amount of $1,046,125 with a contract time not to exceed 180 working days for the construction of the McAllen Heritage Center New Storage Building.

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

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).

Approved negotiations with Kimley-Horn and Associates, Inc. for the Scope and Fees of McAllen's Intelligent Transportation Systems (ITS) Plan.

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).

Approved negotiations with Kimley-Horn and Associates, Inc. for Scope and Fees of McAllen's Active Transportation Plan (ATP).

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).

Awarded a contract to Network Cabling Services, Inc. in the amount of $707,752.64 with a contract time of 120 calendar days for the Cloud-Based Information Display (FIDS), Gate Information Display System (GIDS), Baggage Information Display System (BIDS) and Terminal Public Address (PA) System upgrade at the McAllen International Airport.

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.

Consideration and Approval of payment authorization to ASAP -Off Road Specialty Vehicles in the amount of $186,924 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).

Staff recommended award of contract to Texas Artificial Turf & Design, LLC in the amount of $345,026.17 for the purchase and installation of a turf field at Los Encino's Park.

Commissioner Joaquin Zamora moved to award the contract as recommended. The motion was seconded by Commissioner Rolando 'Rolly" Rios and carried unanimously by those present.

B) CONSIDERATION AND APPROVAL OF RECOMMENDATIONS FOR THE CITY OF MCALLEN EMPLOYEE HEALTH PLAN.

Staff recommended approval of 1) the premium contribution adjustments for active employees effective October 1, 2026, with no premium increase for retirees; 2) awarding 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; and 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.

Commissioner Joaquin Zamora moved to approve the City of McAllen Employee Health Plan as recommended. The motion was seconded by Commissioner Rolando "Rolly" Rios and carried unanimously by those present.

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)

Staff recommended award of contract to Everon Solutions in the amount of $198,311.71 for the purchase and installation of a new Fire Alarm System for the Convention Center.

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

4. VARIANCE

A) CONSIDERATION OF A VARIANCE REQUEST TO THE INTERIOR STREETS ROW AND PAVING WIDTH REQUIREMENTS FOR VILLAS PROPOSED AT TRES LAGOS PHASE II SUBDIVISION, HIDALGO COUNTY, TEXAS; 5600 TRES LAGOS BLVD. VAR2026-0026

Staff recommended approval of a variance request to the interior streets Right-of-Way and Paving width requirements at 5600 Tres Lagos Blvd.

Commissioner Michael Fallek moved to approve the variance as recommended. The motion was seconded by Commissioner Joaquin Zamora and carried unanimously by those present.

5. MANAGER'S REPORT

A) FUTURE AGENDA ITEMS.

Items of upcoming workshops were reviewed as follows: None

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

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

Mayor Javier Villalobos recessed the meeting at 5:29 pm to go into Executive Session. Mayor Javier Villalobos reconvened the meeting at 5:47 pm and noting the following city commission members present: Mayor Javier Villalobos, Mayor Pro Tem Jose R. "Pepe" Cabeza de Vaca, Commissioner Antonio "Tony" Aguirre, Jr., Commissioner Joaquin Zamora, Commissioner Rolando "Rolly" Rios and Commissioner Michael Fallek. Absent: Commissioner Rodolfo "Rudy" Castillo

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

Commissioner Joaquin Zamora moved to entertain a motion authorizing the City Manager and City Attorney to proceed as described in Executive Session. The motion was seconded by Commissioner Rolando "Rolly" Rios and carried unanimously by those present.

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

No action.

C) CONSULTATION WITH CITY ATTORNEY REGARDING PENDING LITIGATION. TEX. GOV'T. CODE §551.071.

Commissioner Joaquin Zamora moved to entertain a motion authorizing the City Manager and City Attorney to proceed as described in Executive Session. The motion was seconded by Commissioner Rolando "Rolly" Rios and carried unanimously by those present.

ADJOURNMENT

Without objection the meeting was adjourned at 5:48 p.m.

_____

Javier Villalobos, Mayor

Attest:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.B.
	DATE SUBMITTED	07/30/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Award of Contract for Airport Rescue Firefighting Apparatus Foam Transition Project (Project No. 06-26-S83-497).

2. Party Making Request: Juan Gloria

3. Applicant: Juan Gloria

4. Nature of Request: Airport fire trucks have traditionally used AFFF (Aqueous Film-Forming Foam) to combat aircraft fires. However, AFFF has been linked to significant health and environmental concerns and is no longer being produced. To remain compliant with FAA requirements, airports must transition to F3 (Fluorine-Free Foam), which provides effective fire suppression without the long-term health and environmental risks associated with AFFF. On June 30, 2026, the Purchasing and Contracting Department received three (3) proposals. Proposals were evaluated by an evaluation committee in accordance with the criteria established in the solicitation documents. The evaluation process was conducted fairly and consistently to best value to the City. Aerostar Environmental and Construction LLC received the highest overall ranking based on the established evaluation criteria.

5. Fiscal Impact Summary: FY 25-26 Mid-Year Adjustment: Maintenance/Vehicles 011-2020-425-65-16-000000 = $175,000
   Lowest responsive and responsible bidder, Aerostar Environmental and Construction LLC - $174,400
   Under budget - $600

6. Budgeted: Yes

Bid Amount:	$174,400	Budgeted Amount:	$175,000
Under Budget:	$600	Over Budget:	$0.00
		Amount Remaining:	$600

7. Routing:

Juan Gloria	Created/Initiated - 07/30/2026
Angie Rodriguez	Denied - 08/03/2026
Sonia Resendez	-
Gerardo Noriega	-

8. Staff Recommendation: Staff recommends approval to award a contract to the highest ranked respondent, Aerostar Environmental and Construction LLC, in the amount of $174,400 for the Airport Rescue Firefighting (ARFF) Apparatus Foam Transition Project. The contract amount is below the project's approved budget.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Fire Department

201 N 21ST ST MCALLEN, TX 78501
P. (956) 681-2500 | F. (956) 681-2519
P.O. BOX 220

MEMORANDUM

DATE: July 29, 2026

TO: Isaac J. Tawil / City manager

FROM: Juan A. Gloria Jr. / Fire Chief

SUBJECT: Airport Firefighting Foam Transition Project

GOAL:

Award a contract to the highest ranked respondent, Aerostar Environmental and Construction LLC, in the amount of $174,400 for the Airport Rescue Firefighting (ARFF) Apparatus Foam Transition Project. The contract amount is below the project's approved budget.

EXPLANATION:

Airport fire trucks have traditionally used AFFF (Aqueous Film-Forming Foam) to combat aircraft fires. However, AFFF has been linked to significant health and environmental concerns and is no longer being produced. To remain compliant with FAA requirements, airports must transition to F3 (Fluorine-Free Foam), which provides effective fire suppression without the long-term health and environmental risks associated with AFFF.

On June 30, 2026, the Purchasing and Contracting Department received three (3) proposals. Proposals were evaluated by an evaluation committee in accordance with the criteria established in the solicitation documents. The evaluation process was conducted fairly and consistently to best value to the City.

Aerostar Environmental and Construction LLC received the highest overall ranking based on the established evaluation criteria.

FISCAL IMPACT:

- FY 25-26 Mid-Year Adjustment:
  - Maintenance/Vehicles account 011-2020-425-65-16 for $175,000

RECOMMENDATION:

Staff recommends approval to award a contract to the highest ranked respondent, Aerostar Environmental and Construction LLC, in the amount of $174,400 for the Airport Rescue Firefighting (ARFF) Apparatus Foam Transition Project. The contract amount is below the project's approved budget.

Juan A. Gloria Jr. Date: 2026.07.30 14:05:30 -05'00'

City of McAllen Proposal for Airport Rescue Fire Fighting Apparatus Foam Transitioning Project

City of McAllen
Mr. Isaac J. Tawil, City Manager
Project No. 06-26-S83-497
June 25, 2026

Aerostar
Environmental and Construction LLC

CITY OF McALLEN
1904
TEXAS

consisting primarily of personal protective equipment, absorbent materials, disposable filters, and cleaning materials used during the transition process.

Throughout the project, waste streams will be segregated and managed to prevent unnecessary cross-contamination and avoid increasing disposal volumes. All PFAS-impacted liquids and solids will be properly containerized, labeled, transported, and disposed of in accordance with applicable federal, state, and local requirements. Through proven cleaning procedures, careful planning, and disciplined field execution, Aerostar will minimize waste generation while successfully transitioning the Airport's ARFF vehicles from AFFF to F3 foam.

Aerostar will generate less than one 55-gallon drum of solids per ARFF vehicle.

5 COST

Task Description	Unit Cost	Quantity	Total Cost
Task 1 – Mobilization/Demobilization	$20,000	1	$20,000
Task 2 – AFFF Removal and truck rinsing (per ARFF Vehicle)	$17,500	4	$70,000
Task 3 – F3 Replenishment (per ARFF Vehicle)	$13,500	4	$54,000
Task 4 – Foam Calibration using no foam input-based testing (per ARFF Vehicle excluding 1992 Oshkosh TA-1500)	$3,800	3	$11,400
Task 5 – Waste Pickup and Transportation to Disposal Facility	$19,000	1	$19,000
Total with four (4) ARFF trucks			**$174,400**

**Payment terms are NET 30. Pricing in this proposal is good for 90 days.*

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

CITY OF MCALLEN
EVALUATION MATRIX

Project Name: AIRPORT RESCUE FIRE FIGHTING APPARATUS FOAM TRANSITIONING					
Project		06-26-S83-497			

EVALUATOR	AEROSTAR	TIDEWATER	ONTERRIS
EVALUATOR 1	90	78	82
EVALUATOR 2	95	77	83
EVALUATOR 3	91	78	82
***TOTAL POINTS	276	233	247

*** CRITERIA WAS A TOTAL MAX POINTS OF 100 POINTS PER EVALUATOR

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.C.
	DATE SUBMITTED	07/31/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and approval of Letter of Intent with the Hidalgo County Irrigation District No. 2 for the Yuma Roadway Widening (2nd St. to Jackson Avenue) (Project No. 07-26-S99-01).

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request: Consideration and approval of a Letter of Intent with Hidalgo County Irrigation District No. 2 (HCIDN2) for the Yuma Avenue raw water irrigation canal crossing at 2nd Street. *Project No. 07-26-S99-01.*

5. Fiscal Impact Summary: Fund: TIRZ No. 2A - 124-8708-436-66-36-ID2316

6. Budgeted: Yes

Bid Amount:	$118,755	Budgeted Amount:	$174,465
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Jose Perez	Created/Initiated - 07/31/2026
Eduardo Mendoza	Approved - 07/31/2026
Angie Rodriguez	Approved - 07/31/2026
Sonia Resendez	Approved - 07/31/2026
Gerardo Noriega	Approved - 07/31/2026
Martin Canales	Approved - 08/01/2026
Michelle Rivera	Final Approval - 08/03/2026

8. Staff Recommendation: Staff recommends **Option 1:** Approve the Letter of Intent with Hidalgo County Irrigation District No. 2 (HCIDN2) and authorize HCIDN2 to proceed with **Phase I - Engineering Analysis and Design** for the Yuma Avenue canal crossing in the amount of **$118,755.00**. Staff further recommends authorizing Phase II - Construction of the canal crossing infrastructure in Fiscal Year 2026–2027, subject to budget availability and approval by the City Manager.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

CITY OF McAllen

ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: August 10th, 2026
Subject: **Consideration and Approval of a Letter of Intent with Hidalgo County Irrigation District No. 2 (HCIDN2) for the Yuma Avenue Roadway Crossing over the HCIDN2 Raw Water Irrigation Canal at 2nd Street.**

GOAL

Consideration and approval of a Letter of Intent with Hidalgo County Irrigation District No. 2 (HCIDN2) for the Yuma Avenue raw water irrigation canal crossing at 2nd Street. The Letter of Intent establishes the City's intent for HCIDN2 to perform the hydraulic analysis, engineering design, and construction of the proposed irrigation canal crossing, with the City providing payment for the associated engineering and construction costs.

EXPLANATION

The Yuma Avenue roadway improvement project requires the replacement of the existing crossing over the HCIDN2 raw water irrigation canal at 2nd Street. Due to the critical function of the canal within the District's water delivery system, HCIDN2 will perform the hydraulic analysis and engineering design necessary to determine the most appropriate crossing alternative while maintaining uninterrupted water service.

The scope of work includes hydraulic and engineering analyses, preparation of construction plans and specifications, and construction of the selected crossing alternative.

HCIDN2 estimates the cost of professional engineering services at **$118,755.00**. In addition, the District estimates the construction cost of the canal crossing infrastructure at **$899,000.00**, resulting in a total estimated project cost of **$1,017,755.00**. A summary of the estimated costs is provided below. The detailed scope of work and fee schedule are attached for review and consideration.

Phase	Estimated Cost
Phase I. – Engineering Analysis and Design (FY 2025-2026)	$ 118,755.00
Phase II. – Construction of Canal Crossing Infrastructure (FY 2026-2027)	$ 889,000.00
Total	**$1,017,755.00**

OPTIONS

1. **Approve** Phase I for FY 2025–2026, and authorize Phase II in upcoming fiscal year(26-27), subject to City Manager approval and budget availability.
2. **Approve** Phase I Only.

RECOMMENDATION

Staff recommends **Option 1**: Approve the Letter of Intent with Hidalgo County Irrigation District No. 2 (HCIDN2) and authorize HCIDN2 to proceed with **Phase I – Engineering Analysis and Design** for the Yuma Avenue canal crossing in the amount of **$118,755.00**. Staff further recommends authorizing Phase II – Construction of the canal crossing infrastructure in Fiscal Year 2026–2027, subject to budget availability and approval by the City Manager.

Board of Directors

Frank John Schuster *President* | Fred Schuster *Vice-President* | Marcus Forthuber *Secretary* | R.L. Dreibelbis *Asst. Secretary* | Bert Wessling *Member*

Anthony Stambaugh, General Manager

Hidalgo County Irrigation District Number Two

P.O. Box 6, San Juan, Texas 78589 (956) 787-1422 FAX (956) 781-7622

June 24, 2026

Via Electronic Submission
And
Via Regular U.S. Mail

Mr. Isaac J. Tawil, City Manager
City of McAllen
1300 Houston Avenue
McAllen, Texas 78501

RE: Updated Letter of Intent: Yuma Road Crossing over HCID #2 Main Canal

Dear Mr. Tawil,

I am writing in order to facilitate the accommodation of the Yuma Road crossing and pedestrian bridge crossing over Hidalgo County Irrigation District No. 2's infrastructure. My hope is for the following process to be agreed upon by both parties, so as to ensure a successful project for the City of McAllen (City) while ensuring the Hidalgo County Irrigation District No. 2 (District) remains a reliable, efficient, and timely source of water for generations to come.

The following outlines the process of protecting the interest of both the District and the City in the area adjacent to our critical infrastructure known as the Main Canal in Lot 4, Block 15 and Lot 3, Block 16 of the Steele & Pershing Subdivision:

1. The District will utilize the plans enclosed as a reference, but the District reserves the right to prepare a set of construction plans for the Realignment of the Canal that will supersede the enclosed plans.

2. Plans for the Yuma Road expansion and pedestrian bridge will be reviewed by the District and the City shall be subject to addressing any concerns or comments the District may have.

3. The District will complete all phases of project development and construction for the Realignment.

4. The District estimates the probable cost related to professional services to be approximately $118,755.00. The District estimates the probable cost related to construction services to be approximately $889,000.00. The total probable cost related to this project is $1,017,755.00

5. The City agrees to deposit with the District the aforementioned amount related to professional services prior to initiation of the project.

6. The City agrees to deposit with the District the aforementioned amount related to construction services prior to initiation of construction by the District.

7. Once the District has made the necessary accommodations, the city can perform its construction related to Yuma Road and the pedestrian bridge.

8. Reasonable out of pocket expenses incurred by the District that exceed ten percent (10%) of the total estimated cost above in item 4 shall be subject to the City's prior written approval. Upon granting such approval, the City shall reimburse the District for those approved expenses. Such expenses shall be limited to reasonable and necessary costs for completion of the original project scope, unless otherwise authorized in writing by the City.

9. The above concepts will be placed in a formal agreement, including a permit to the City, once all the details are completed.

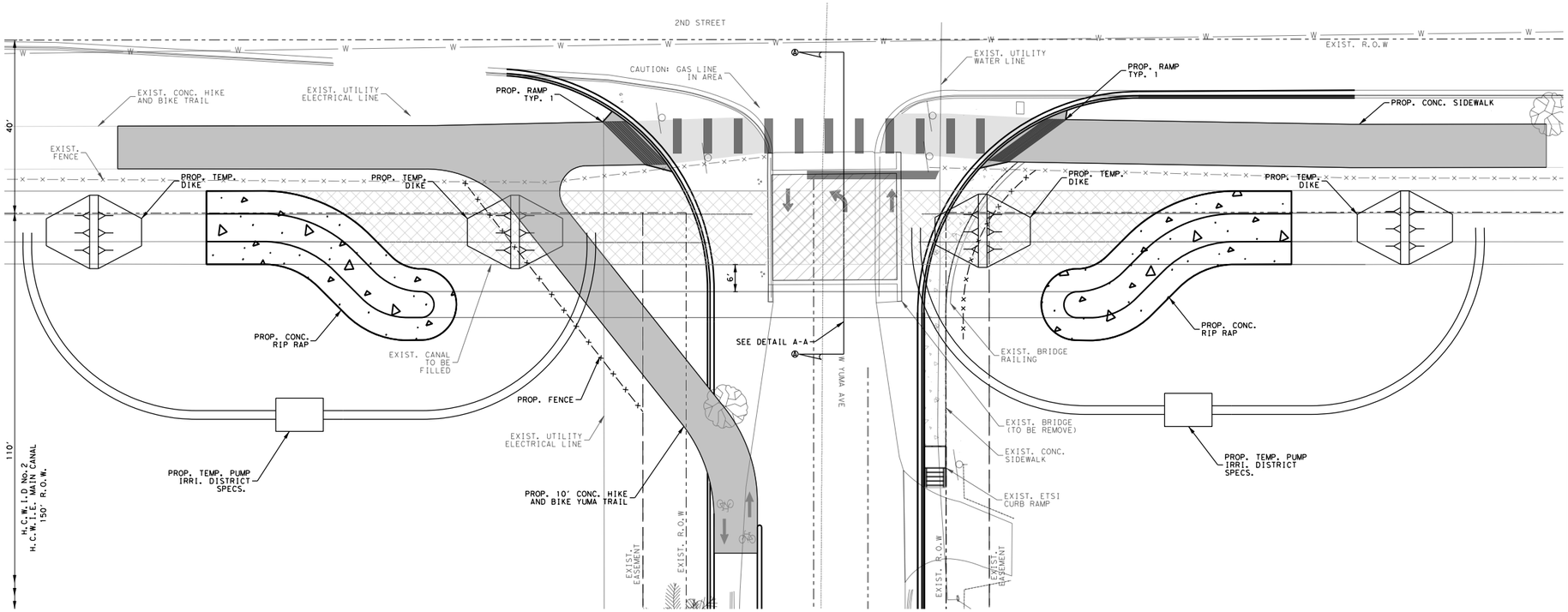
If you agree to the above concepts and intent in going forward with the Project with respect to activities in Lot 4, Block 15 and Lot 3, Block 16 of the Steele & Pershing Subdivision, please sign below and return this letter of intent so that we may proceed toward completing the necessary construction and legal documentation contemplated by the Project.

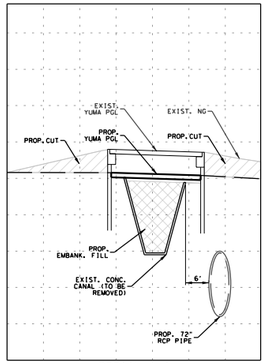
Sincerely,

Anthony Stambaugh
General Manager

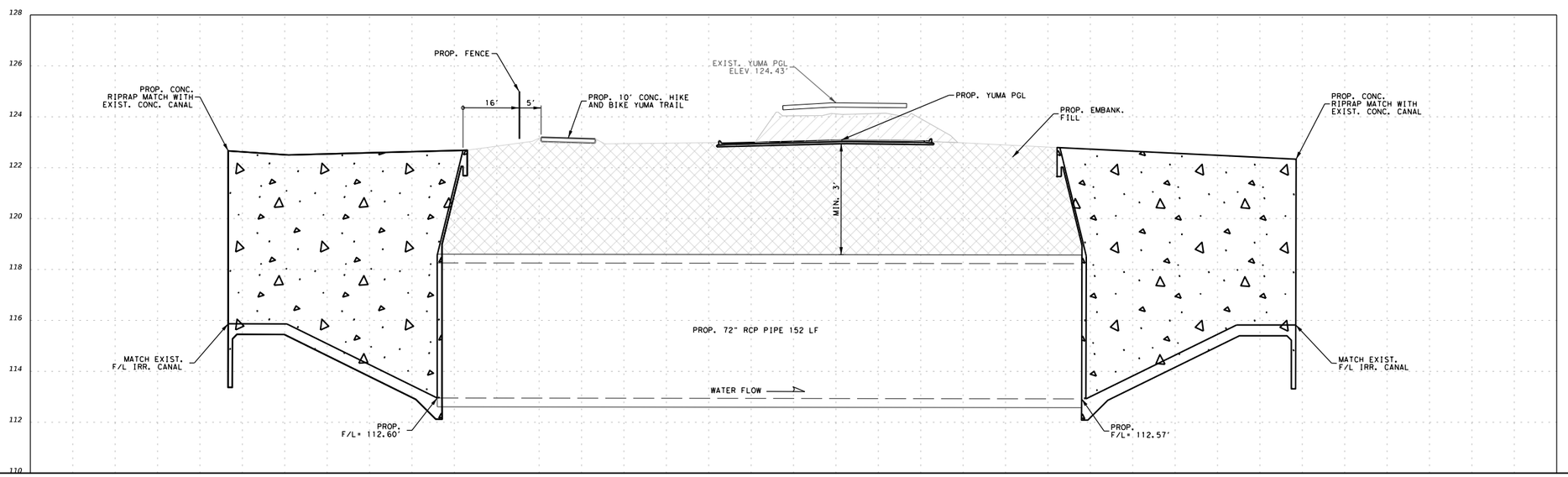
AGREED TO:

Mr. Isaac Tawil, City Manager
City of McAllen





DETAIL A-A



0 10 20
SCALE: 1"=20'

FILE NAME: FILE NAME
DATE: 1/22/2025
SURVEYED BY: S2 ENG
DESIGNED BY: NS
DRAWN BY: HG
CHECKED BY: MH
PROJECT NO: 01-24-S13-01

YUMA AVE IMPROVEMENTS
2ND STREET TO JACKSON AVENUE

EXHIBIT 2ND AND YUMA OP-3

CITY OF McALLEN
ENGINEERING DEPARTMENT

B2Z ENGINEERING
TBPE FIRM NO. F-11187

SCALE:

REVISIONS:
1.
2.
3.

SEAL:
NOT FOR CONSTRUCTION
THIS DOCUMENT IS INTENDED FOR REVIEW ONLY AND IS NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

B2Z ENGINEERING DEPT.
ENGINEER:
JOSE N. SALDIVAR, P.E.
TEXAS REGISTRATION NO.:94076

DATE: 1/22/2025
SHEET NO.:
OF

B:\JOBS\City of McAllen\General Civil Eng Services\WA#4 - Yuma Ave PS&E (6327)\TechProd\CADD\DGN\X2*EXHIBITS\YUMA*EXHIBIT*BL-01*Op*01*03.dgn
1/22/2025
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50 ft / in.

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.D.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and Approval of Emergency Purchase Order for McAllen Incubator AC Unit Replacements (Project No. 07-26-P43-01).

2. Party Making Request: Denny Meline

3. Applicant: Denny Meline

4. Nature of Request: Consideration and approval of Emergency Purchase Orde for McAllen Incubator for AC Unit Replacements.

5. Fiscal Impact Summary: 321-8708-466-66-20-EO2609 - $263,000.00

6. Budgeted: Yes

Bid Amount:	$263,000	Budgeted Amount:	$263,000
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Juan Martinez	Created/Initiated - 07/29/2026
Denny Meline	Approved - 07/29/2026
Angie Rodriguez	Approved - 07/30/2026
Sonia Resendez	Approved - 07/30/2026
Gerardo Noriega	Approved - 07/31/2026
Martin Canales	Approved - 08/01/2026
Elvira Alonzo	Final Approval - 08/03/2026

8. Staff Recommendation: The Parks & Recreation Department recommends approval of AC Emergency Unit Replacement Purchase Order in the amount of $263,000.00 to **Daikin Applied Americas, Inc**.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Parks & Recreation

MEMORANDUM

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

From: **Denny Meline, Parks & Recreation Director**

Subject: **Consideration and Approval of Emergency Purchase Order for McAllen Incubator AC Unit Replacements**

Date: **July 29, 2026**

Goal:
Consideration and approval of Emergency Purchase Orde for McAllen Incubator for AC Unit Replacements.

Discussion:
The McAllen Parks and Recreation Department is requesting an emergency purchase order in the amount of $263,000.00 for the purchase and replacement of 4 split system units.

The existing units are no longer operating at full capacity and have reached the end of their service life. These units are essential to the continued operation of the McAllen Incubator.

Given that this facility is used by many groups, we respectfully request a prompt consideration and approval of this emergency purchase thru BuyBoard Cooperative Purchasing Contract number 720-23 and 733-24.

Options:
1. Approve Emergency Purchase Order
2. Disapprove Emergency Purchase Order

Recommendation:
The Parks & Recreation Department recommends approval of AC Emergency Unit Replacement Purchase Order in the amount of $263,000.00 to **Daikin Applied Americas, Inc**

DAIKIN PROJECT QUOTE

MCALLEN CREATIVE INCUBATOR | REPLACE 4 SPLIT SYSTEMS | TK

MCALLEN CREATIVE INCUBATOR
601 N MAIN ST
MCALLEN, TX, US 78501

Quote #: Q-86076
BuyBoard Contract Number: 720-23 and 733-24

Prepared for:

JOEL MATA
Facilities
CITY OF MCALLEN
Quote Document Date: 06/15/26

Prepared by:

Zachary Stebbins
Account Representative
Phone: 2109561389
E-mail: zachary.stebbins@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Project Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available.

Daikin Applied will provide parts and labor to perform TK replacement of (4) split systems per **BUYBOARD #720-23 T&C's**

TAGS:
M/N-ELS120S4ST1Y _S/N-5619M06462 & 5619L06025
M/N-RAWE-092CAZ_ S/N-F271400011
M/N- RAWD090CAZ _ S/N-7002F330504909
M/N- RAWD100CAZ _ S/N-6239F340204478 & S/N - N/A
M/N- RAWE092CAZ_ S/N- F271402246

Scope of Work:

- Check in with facility staff.
- LOTO equipment.
- Disconnect (7) condensers on roof and provide crane to dispose from property.
- Use crane to lift new Daikin HP condensers onto roof.
- Reconnect electrical, low voltage and copper.
- Furnish and install new liquid line driers.
- Disconnect electrical, low voltage, copper, drain and ductwork from existing AHU's.
- Provide all rigging and machinery to remove AHU's and dispose from property.
- Furnish and install new Daikin 20T, (2) 15T and (1) 7.5T HP AHU's.
- Reconnect electrical, copper with new TXV's, low voltage, drain and ductwork.
- Repair/replace any necessary insulation.
- Perform pressure test and verify charge holds on all systems.
- Pull vacuum on all systems to at least 500 microns.
- Furnish and replace thermostats.
- Start and verify proper operation.
- Clean up work area.

*No controls included other than stated above..
*Proposal is based on (2) crane mobilization.

Total - $263,000.00

Billing Milestones:

1. 30% Down Payment.
2. 40% Upon Equipment Shipping.
3. 30% Upon project Completion.

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5 year parts warranty included.

Accessories included in quote:
Hail Guards
Electric Heaters (7.5T system only)
TXV for each circuit
Low ambient to 45deg
2" internal filter rack

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

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Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.

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9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

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Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:
Investment required to implement the proposed solution

$263,000.00 (Two Hundred Sixty Three Thousand and Zero cents)
Price does not include applicable sales tax

This proposal for the sale of Daikin Applied's services, parts, and/or equipment, including the pricing and scope of work as described herein, is subject to the terms and conditions of and will be governed exclusively by BuyBoard Contracts #720-23 and/or #733-24 ("BuyBoard"), incorporated herein by reference. Any other terms and conditions, including those that may be contained in customer's Purchase Order or other customer documents, will have no force or effect unless mutually agreed to by the Parties. BuyBoard members must log into the BuyBoard portal to view the BuyBoard contracts.

Billing/Payment Terms*
Billed in full upon completion
*All billings are Due on receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

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Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between CITY OF MCALLEN (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-86076 Dated: 06/15/26 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 601 N MAIN ST MCALLEN, TX 78501 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval,** Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include .
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of

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employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.

8. **Default**.
   1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
   2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated by the consent of the parties.
   1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
   2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.

10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to

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suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.

13. **Confidentiality**. Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices**. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

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If to Contractor: Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner: CITY OF MCALLEN
Attn: JOEL MATA

601 N MAIN ST MCALLEN, TX 78501

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver**. A party's failure or neglect to enforce any provision hereof shall in no way constitutes a waiver of said party's rights under any other provision.
16. **Severability**. If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
    1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
    2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

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OWNER:

CITY OF MCALLEN
JOEL MATA
601 N MAIN ST
MCALLEN, TX 78501

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

CONTRACTOR:

Daikin Applied Americas

13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

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CITY OF McALLEN

BUDGET RECLASSIFICATION REQUEST FORM

To be assigned by Office of Management & Budget dept.	
REVIEW BY	Scott C.
DATE OF ENTRY	7-15-26
ENTRY MADE BY	Cristina Monroy
JOURNAL ENTRY	BR1958
INTRANET CROSS FUND CAPITAL IMPRV PROJECT LISTING UPDATE	CM

FUND: Infrastructure & Improvements
DEPARTMENT: Parks and Recreation
FISCAL YEAR: FY 25 - 26

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
321	8708	466	66-30	CP2209	Tennis Center	$ 1,000,000	(263,000)	$ 737,000
321	8708	466	66-20	EO2609	Emergency Replacement McAllen Incubator A/C Units	-	263,000	263,000
								-
								-
								-
								-
					TOTALS	$ 1,000,000	$ -	$ 1,000,000

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

Budget reclass is requested from Tennis Court to fund an emergency purchase and installation of A/C unit(s) at McAllen Incubator.

Department Head Approval
Signature: [signature] Date: 7.9.26

Office of Management & Budget
Signature: [signature] Date: 7/13/2026

City Manager
Signature: [signature] Date: 7-13-26

City Manager's approval is necessary for transfers to Capital Improvement Projects and purchases of Capital Outlay.

Revised : 10/11/2019

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.E.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and Approval of Contract Amendment No. 1 for additional services to RRP Consulting Engineers, LLC. (Project No. 03-24-S35-01).

2. Party Making Request: Eduardo Mendoza

3. Applicant: Eduardo Mendoza

4. Nature of Request: Consideration and approval of a Contract Amendment with RRP Consulting Engineers, LLC, for additional professional engineering services associated with the construction phase of the FM2220 (Ware Road) Underground Trail Underpass Project (SOQ No. 04-21-S24-793).

5. Fiscal Impact Summary: Development Corporation Fund: 110-8702-436-66-36-IR2601, $6,034,355

6. Budgeted: yes

Bid Amount:	$121,000	Budgeted Amount:	$6,034,355
Under Budget:	$0.00	Over Budget:	$0.00
		Amount Remaining:	$0.00

7. Routing:

Rene Gonzalez	Created/Initiated - 07/29/2026
Eduardo Mendoza	Approved - 07/31/2026
Angie Rodriguez	New -
Sonia Resendez	-
Gerardo Noriega	-
Martin Canales	-
Michelle Rivera	-

8. Staff Recommendation: Staff recommends **Option 1** - approval of the Contract Amendment No. 1 with **RRP Consulting Engineers, LLC,** for construction-phase engineering services associated with the FM2220 (Ware Road) Underground Trail Underpass Project, as outlined in the attached Scope of Services, for a fee of **$ 121,000** and a revised contract amount of **$ 617,669.45.**

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

CITY OF McAllen

ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: August 10th, 2026
Subject: **FM2220 (Ware Road) Underground Trail Underpass – Contract Amedment for Additional Services – Construction Phase**

GOAL

Consideration and approval of a Contract Amendment No. 1 with RRP Consulting Engineers, LLC, for additional professional engineering services associated with the construction phase of the FM2220 (Ware Road) Underground Trail Underpass Project (SOQ No. 04-21-S24-793).

EXPLANATION

RRP Consulting Engineers, LLC, is the Engineer of Record for the FM2220 (Ware Road) Underground Trail Underpass Project and has completed the design and preparation of the construction plans, specifications, and contract documents.

As the project transitions into construction, the City requires the continued services of the Engineer of Record to provide construction-phase engineering support. These services will include, but are not limited to, responding to Requests for Information (RFIs), reviewing shop drawings and product submittals, interpreting the construction plans and specifications, responding to contractor inquiries, evaluating proposed substitutions, and providing general engineering representation to ensure the project is constructed in accordance with the approved design intent.

The Engineering Department recommends amending the existing professional services agreement with RRP Consulting Engineers, LLC, to include these construction-phase engineering services, as outlined in the attached Exhibit B of the Contract Amendment, for a total fee of **$121,000**.

Original Contract.	$	496,669.45
Contract Amendment No. 1.	$	121,000.00
Revised Contract Amount.	$	617,669.45

OPTIONS

1. **Approve** the Contract Amendment No. 1 with RRP Consulting Engineers, LLC, for additional professional engineering services associated with the construction phase of the FM2220 (Ware Road) Underground Trail Underpass Project.
2. **Disapprove** the Contract Amendment No. 1 with RRP Consulting Engineers, LLC.

RECOMMENDATION

Staff recommends **Option 1** - approval of the Contract Amendment No. 1 with **RRP Consulting Engineers, LLC**, for construction-phase engineering services associated with the FM2220 (Ware Road) Underground Trail Underpass Project, as outlined in the attached Scope of Services, for a fee of **$ 121,000** and a revised contract amount of **$ 617,669.45.**

activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

- Prepare monthly written progress reports to support monthly invoice.
- Meet on a scheduled basis with the City to review project progress. Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

FUNCTION CODE 300(351) – DESIGN VERIF/CHANGES/ALTER

CONSTRUCTION PHASE SERVICES

The Engineer shall provide Construction Phase Services to include, but not limited to the following:

1. Attend preconstruction meeting.
2. Attend field meetings and make visits to site when requested by City. XX site visits quantified..
3. Calculate quantities and assist the City in preparing change orders.
4. Review and approval of shop drawings.
5. Review and approval of forming details.
6. Responding to requests for information (RFIs).
7. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets.
8. Answering general questions.
9. Providing clarification.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Parties Involved:

i. City of McAllen, further referred to as **CITY** in this document.
ii. Texas Department of Transportation (TxDOT), further referred to as **STATE** in this document.
iii. RRP Consulting Engineers, LLC, further referred to as **ENGINEER** in this document.

Prime Provider: RRP Consulting Engineers, LLC
Highway: FM 2220
County: Hidalgo

The project's purpose is to provide pedestrians with a tunnel access under FM 2220 (S Ware Rd) approximately 185' north of the intersection with Houston Ave.

The Engineer shall provide construction phase services required for the construction of the FM 2220 Pedestrian Tunnel Project. These services may include, but are not limited to, calculating quantities to assist the City in preparing change orders, review and approval of shop drawings and forming details, responding to request for information (RFIs) and answering general questions or providing clarification as necessary to support the construction process.

GENERAL REQUIREMENTS

1.1. Design Criteria. OMITTED

1.2. Right-of-Entry and Coordination. OMITTED

1.3. Progress Reporting and Invoicing. The Engineer shall invoice according to Function Code breakdowns shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D" - *Fee Schedule*, of each Work Authorization. The Engineer shall submit each invoice in a format acceptable to the City.

With each invoice, the Engineer shall include a completed Projected vs. Actual Contract Invoices form. The Engineer shall submit a monthly written progress report to the City's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the City. At a minimum, the letter of transmittal must include the City's Control-Section-Job (CSJ) number (if applicable), the highway number, County, project limits, City's contract number, and City's work authorization number.

1.4. Traffic Control. OMITTED

1.5. State-Controlled Waters. OMITTED

1.6. Coordination. The Engineer shall coordinate issues and communications with City's internal resource areas through the City's Project Manager. The City will communicate the resolution of issues and provide the Engineer direction through the City's Project Manager.

1.7. Level of Effort. For each work authorization, the Engineer shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the City, the Engineer shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development.

1.8. Quality Assurance (QA) and Quality Control (QC). The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The City's Project Manager may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the City in advance, the City, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform QA and QC on all survey procedures, field surveys, data, and products prior to delivery to the City. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the City that the submittal contains errors, omissions, or inconsistencies, the CIty may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

1.9. Use of the State's Standards. The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the City Project Manager or designated

State Area Engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.10. Organization of Plan Sheets. OMITTED

1.11. Limited Access to State's Transportation Project Lifecycle Management Systems. OMITTED

1.12. Organization of Design Project Folder and Files (Electronic Project Files). OMITTED

1.13. Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

1.14. Training Requirements. OMITTED

1.15. Data Classification. Unless otherwise clearly labeled or otherwise specifically excepted through a provision of this work authorization or its exhibits, all data provided to or generated by the Engineer under this work authorization is considered public data for the purposes of applying the City's data security standards. The Engineer shall manage all data and work products according to the terms of the contract, including specifically article 7 of Attachment A.

TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

<u>FUNCTION CODE 145(145, 164) – MANAGING CONTRACTED/DONATED PE</u>

PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the City's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with City/State policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.F.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and Approval of Contract Amendment No. 1 for Additional Professional Services for the McAllen Hidalgo Bridge Improvements Projects (Project No. 03-25-S41-829).

2. Party Making Request: Eduardo Mendoza

3. Applicant: Eduardo Mendoza

4. Nature of Request: Sam R. Garcia Architect, Inc. has submitted Contract Amendment No. 1 to provide additional professional architectural design services for the increased project scope, including the design of a re-roofing project for the Administration Building located in Hidalgo. The amendment is necessary to address the expanded scope of work and to prepare the required construction documents for the roof replacement project.

   This item was presented to the Bridge Board and received its approval. Project No. 03-25-S41-829

5. Fiscal Impact Summary:

Account Number	Description	Adjusted Budget FY 25-26
566-8708-436-66-30-CA2502	Administration Remodel	$957,600.00
566-8708-436-66-10-BB2205	Building A - Restroom Addition	$372,500.00
566-8708-436-66-30-CA2503	Maintenance Building Expansion	$290,000.00
566-8708-436-66-30-CA2505	SB Restroom Repurpose Office	$112,500.00
	Total	$1,732,600.00

	Amount
Original Contract	$154,000.00
Amendment No. 1	$42,444.40
Revised Contract	**$196,444.40**

6. Budgeted: Yes

Bid Amount:	$154,000	Budgeted Amount:	$1,732,600
Under Budget:	$1,578,600	Over Budget:	$0.00
		Amount Remaining:	$1,578,600

7. Routing:

Zef Mendoza	Created/Initiated - 07/28/2026
Eduardo Mendoza	Approved - 07/31/2026

Juan Olaguibel	Approved - 08/03/2026
Angie Rodriguez	New -
Sonia Resendez	-
Gerardo Noriega	-
Martin Canales	-
Michelle Rivera	-

8. Staff Recommendation: Based on review by this office contract amendment #1is recommended to Sam R. Garcia Architect for $42,444.40 for a revised contract amount of $196,444.40.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

CITY OF McAllen

ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac Tawil, City Manager

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

Date: 24 July 2026

Subject: **Contract Amendment #1 – Additional Professional Services for the McAllen Hidalgo Bridge Improvements Project**
Project No.

GOAL
Approval of Contract Amendment No. 1 to Sam R. Garcia Architect for additional professional services associated with the increased project scope and (Re-roof building) for the McAllen Hidalgo Bridge Improvements Project.

EXPLANATION
Sam R. Garcia Architect, Inc. has submitted Contract Amendment No. 1 to provide additional professional architectural design services for the increased project scope, including the design of a re-roofing project for the Administration Building located in Hidalgo. The amendment is necessary to address the expanded scope of work and to prepare the required construction documents for the roof replacement project.

This item was presented to the Bridge Board and received its approval.

OPTIONS
1. Award contract amendment.
2. Reject contract amendment.

RECOMMENDATION
Based on review by this office contract amendment #1is recommended to Sam R. Garcia Architect for $42,444.40 for a revised contract amount of $196,444.40.

EXHIBIT "D"
(From Architect to Owner)

ADDITIONAL SERVICE AUTHORIZATION FORM

TO: City of McAllen Engineering Department
Attn.: Zeferino Mendoza

DATE: July 28, 2026
FROM: Sam Garcia Architect, LLC

RE: Project No. 03-25-S41-B29
Renovations at Hidalgo Port of Entry

Additional Service Authorization No. 01

In accordance with the Architect/Consultant Agreement, written authorization by the Owner is hereby requested for performance of the below listed Additional Service.

Additional Services Title: Increase of Fixed Limit of Budgeted Construction Cost (FLBCC) and Reroofing of Administration Building

Services To Be Performed By: Sam Garcia Architect, LLC + Consultants

Description of Services: Professional Architectural and Engineering Services

Fee:	Lump Sum	Guaranteed Maximum	Estimated	Invoiced Amount
	$	8% Fee Basis $ $196,444.40	$	$131,617.75 $(103,180.00) Previously Paid

Estimated Percent Complete On Service: 67%

Additional Services To Be Billed To: 03-25-S41-B29
(Sub-Project Number)

Submitted by:

Architect
Date: July 2, 2026

Authorized by:

Owner
Date:

SAM GARCIA ARCHITECT

MEMORANDUM

Recipient: Mr. Juan Olaguibel
Superintendent of Bridges
Anzalduas Internation Bridge

From: Sam R. Garica, AIA, 1200 Auburn Ave, Building 200, Suite 280, McAllen, TX 78504

Subject: Revised Q4 Budgets

Project: 2024-012 | McAllen Hidalgo Bridge Improvements

Date: 03/16/2026

Mr. Olaguibel,
Please see below the revised **Statement of Probable Construction Cost** based on current area unit costs and lump sums for the anticipated 4th quarter of 2026:

McAllen - Hidalgo Bridge Revised Q4 Budgets				
Building	**Original Budget**	**Approximate Areas (SF)**	**Cost per SF**	**Anticipated Q4, 2026 Budgets (+4.5%)**
A - Restroom Renovation	$200,000.00	630	$331.75	$209,000.00
B - Restroom Renovation	$200,000.00	453	$461.37	$209,000.00
C - Admin. Building Renovation	$1,100,000.00	9103	$126.28	$1,149,500.00
C - Alternate #1 (arcade entrance)	--	200	--	$150,000.00
C - Alternate #2 (Re-roof building)	--	4539	$15.00	$68,085.00
C - Alternate #3 (Elevator Replacement)	--	--	--	$200,000.00
D - Maintenance Shop Addition	$175,000.00	830	$220.33	$182,875.00
D - Alternate #4 (Re-roof building)	--	1175	$15.00	$17,625.00
E - Restroom to Office Renovation	$250,000.00	548	$476.73	$261,250.00
E - Alternate #5 (Re-roof building)		548	$15.00	$8,220.00
TOTAL	$1,925,000.00			$2,455,555.00
CONTINGENCY (5%)				$122,777.75
GRAND TOTAL				**$2,578,332.75**

Sincerely,

SAM R. GARICA, AIA.
PRINCIPAL

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.G.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and Authorization to remove 1st Quarter of Fiscal Year 2025-26 Uncollectible Sanitation & Drainage Fee Accounts from the General Ledger and begin Write-off procedures.

2. Party Making Request: Robert Trevino

3. Applicant:

4. Nature of Request: Public Works is requesting authorization to remove uncollectible Sanitation and Drainage Fee accounts from the General Ledger (GL) for the 1st Quarter FY 2025-26. The 1st Quarter Write-Off Detail Report and GL Aging Report denotes a combined $18,462.33 in uncollected Sanitation and Sales Tax fees and $917.13 in uncollected Drainage fees. Based on approximately $6,466,658 in total Sanitation charges assessed during the 1st Quarter, the percentage of uncollectible debt for Sanitation accounts is 0.29%. Based on approximately $327,189 in total Drainage Fee charges assessed during the 1st Quarter, the percentage of uncollectible debt for Drainage Fee accounts is 0.28%.

5. Fiscal Impact Summary: If approved, the proposed $19,379.46 Sanitation and Drainage Write-offs will be charged to the Bad Debt Expense GL in the Sanitation Fund. The estimated year end bad debt expense will remain less than 0.29% for all Sanitation and Drainage fee charges.

6. Budgeted:

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

7. Routing:

Rebeca Cantu-Acevedo	Created/Initiated - 07/29/2026
Robert Trevino	Approved - 07/29/2026
Angie Rodriguez	Approved - 07/30/2026
Sonia Resendez	Approved - 07/30/2026
Gerardo Noriega	Approved - 07/31/2026
Elvira Alonzo	Approved - 07/31/2026
Evaristo Garcia	Final Approval - 07/31/2026

8. Staff Recommendation: Public Works staff recommends approval of this item in order to begin accounting procedures for the removal of uncollectible Sanitation and Drainage Fee charges and accounts from the General Ledger for the 1st Quarter FY 2025-26.

9. Advisory Board:

10. City Attorney: Approve - AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Public Works

Memorandum

TO: Isaac J. Tawil, City Manager

FROM: Roberto Trevino, Jr., CPM, Public Works Director

DATE: July 28, 2026

RE: **Consideration and Authorization to remove 1st Quarter of Fiscal Year 2025-26 Uncollectible Sanitation & Drainage Fee Accounts from the General Ledger and begin Write-off procedures.**

GOAL:
Public Works is requesting authorization to remove uncollectible Sanitation and Drainage Fee accounts from the General Ledger (GL) for the 1st Quarter FY 2025-26.

EXPLANATION:
Public Works in conjunction with McAllen Public Utilities identifies delinquent customer accounts on a quarterly basis where collection efforts have been unsuccessful. These uncollectible Sanitation and Drainage Fee accounts are subsequently presented for write-off procedures.

The 1st Quarter Write-Off Detail Report and GL Aging Report denotes a combined $18,462.33 in uncollected Sanitation and Sales Tax fees and $917.13 in uncollected Drainage fees. Based on approximately $6,466,658 in total Sanitation charges assessed during the 1st Quarter, the percentage of uncollectible debt for Sanitation accounts is 0.29%. Based on approximately $327,189 in total Drainage Fee charges assessed during the 1st Quarter, the percentage of uncollectible debt for Drainage Fee accounts is 0.28%.

If approved, all proposed uncollectible accounts will be coded as such in the Utility Billing system. This coding notifies the Customer Relations Department of accounts attempting to reconnect service while carrying a prior unpaid balance.

RECOMMENDATION:
Public Works staff recommends approval of this item in order to begin accounting procedures for the removal of uncollectible Sanitation and Drainage Fee charges and accounts from the General Ledger for the 1st Quarter FY 2025-26.

Collections - Sanitation 1st Quarte

Customer / Account Entry Summary

Batch Id: 138238
User Id: MCA8031

Company: McAllen Public Utility
Division: Utilities

Transaction		Amount
Brush Fee		
Collections Assignment		-1,818.01
	Brush Fee Total:	-1,818.01
Drainage		
Collections Assignment		-917.13
	Drainage Total:	-917.13
Recycle Fee		
Collections Assignment		-1,533.61
	Recycle Fee Total:	-1,533.61
Sanitation		
Collections Assignment		-13,716.87
	Sanitation Total:	-13,716.87
Sales Tax		
Collections Assignment		-1,393.84
	Sales Tax Total:	-1,393.84
	Company/Division Total:	-19,379.46
	Company Total:	-19,379.46

Company: McAllen Public Utility **Division:** Utilities

G/L Number	Debit	Credit	Balance
777-7777-777-77-77	19,379.46	0.00	19,379.46
500-0000-102-31-00	0.00	-1,818.01	-1,818.01
170-0000-102-40-00	0.00	-917.13	-917.13
500-0000-102-17-00	0.00	-1,533.61	-1,533.61
500-0000-102-08-00	0.00	-13,716.87	-13,716.87
500-0000-102-04-00	0.00	-1,393.84	-1,393.84
Company/Division Total:	19,379.46	-19,379.46	0.00
Company Total:	19,379.46	-19,379.46	0.00

Entry Type Summary			Amount
Customer/Account	1,840		-19,379.46
	Grand Total:	1,840	-19,379.46

A/R Category Summary

Company: McAllen Public Utility
Division: Utilities

A/R Description	Amount
Accounts Receivables	
Brush Fee	-1,818.01
Drainage	-917.13
Recycle Fee	-1,533.61
Sanitation	-13,716.87
Sales Tax	-1,393.84
Accounts Receivables Sub Total:	-19,379.46
Company/Division Total:	-19,379.46
Company Total:	-19,379.46

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.H.1.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Resolution accepting Federal Aviation Administration (FAA) Grant No. 69.

2. Party Making Request: Jeremy Santoscoy

3. Applicant: Jeremy Santoscoy

4. Nature of Request: Consideration and Approval of Resolution to Accept FAA Grant No. 69.

5. Fiscal Impact Summary:
   Account: 554-0000-331-02-00-000000 Federal Grants / Federal Aviation

6. Budgeted:

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

7. Routing:

Estela Velasquez	Created/Initiated - 07/29/2026
Jeremy Santoscoy	Approved - 07/29/2026
Angie Rodriguez	Approved - 07/30/2026
Sonia Resendez	Approved - 07/30/2026
Gerardo Noriega	Approved - 07/30/2026
Evaristo Garcia	Final Approval - 07/30/2026

8. Staff Recommendation: Staff recommends approval of resolution to accept the offer of FAA Grant No. 69.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Department of Aviation

Memorandum

To: Isaac J. Tawil, City Manager

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

Date: July 28, 2026

Subject: Consideration and Approval of Resolution to Accept FAA Grant No. 69.

GOAL
Consideration and approval of Resolution to accept Federal Aviation Administration (FAA) Grant No. 69.

EXPLANATION
The FAA has submitted federal grant offers to the City of McAllen for funding of Airport Improvements including the design services of the General Aviation Infrastructure Improvements in the total amount of $1,137,150.00 or 90% of the project costs. The Department of Aviation is requesting approval to accept the FAA Grant No. 69 through resolution.

The grant offer summary table with respect to the funding is below:

ITEM	DESCRIPTION	ESTIMATED COST	FEDERAL SHARE (FAA Grant No. 69 - 90%)	LOCAL SHARE (PFC - 10% Match)
Project Costs & Funding				
1	GA Infrastructure Improvements	$ 1,263,500	$ 1,137,150	$ 126,350
	Totals =	**$ 1,263,500**	**$ 1,137,150**	**$ 126,350**

The grant offer is a total of $1,137,150.00 with 90% of partial project costs funded through FAA and 10% covered with Passenger Facility Charges (PFC). The grant items are included in the current FY25-26 budget and in the proposed budget amendment.

OPTIONS
1. Approve the resolution to accept the FAA Grant No. 69. (staff recommendation)
2. Reject the FAA Grant offer.

RECOMMENDATION
Staff recommends approval of resolution to accept the offer of FAA Grant No. 69.

RESOLUTION NO. 2026-_____

AUTHORIZING ACCEPTANCE OF AN AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT FROM THE FEDERAL AVIATION ADMINISTRATION (FAA)

WHEREAS, the City of McAllen has submitted to the FAA a Grant Application for a grant of federal funds on June 24, 2026; and

WHEREAS, the federal funds are designated for design of general aviation development at the McAllen International Airport (MFE); and

WHEREAS, the FAA has approved the grant for the projects and costs more particularly described in the Grant Application and awarded the requested funding to MFE at 90% federal funds with a 10% local match ("Grant Award").

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

1) The Department of Aviation for MFE is hereby directed to accept the Grant Award provided by the Federal Aviation Administration in response to the grant application submitted to the FAA on June 24, 2026 by McAllen International Airport.

2) The Finance Department is hereby directed to accept reimbursements in the amounts submitted by the Department of Aviation pending audited documentation to the FAA, and the FAA's acceptance of those costs as is a required condition of acceptance based upon the actual obligation of the United States payable under this Grant Award.

3) The maximum obligation of the United States payable under this Grant Award shall be $1,137,150.

4) The City Manager is authorized to execute all documents necessary, and to perform any acts necessary to accept the funds awarded and implement the improvements approved under the Grant Award.

5) In the event of loss or misuse of funds paid under the Grant Award, the City of McAllen assures that all funds will be returned to the United States of America, Federal Aviation Administration.

CONSIDERED, PASSED, AND APPROVED this 10th day of August, 2026 at a Regular Meeting of the Board of Commissioners of the City of McAllen Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

SIGNED this _____ day of August 2026.

Attest: **CITY OF McALLEN**

_____ _____

Perla Lara, TRMC/CMC, CPM, City Secretary Javier Villalobos, Mayor

Approved as to form:

_____

Evaristo Garcia, Jr., Deputy City Attorney

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX
76177-1524

Mr. Isaac J. Tawil
City Manager, City of McAllen
1300 Houston Avenue
2nd Floor
McAllen, TX 78501

Dear Mr. Tawil:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-48-0144-069-2026 at McAllen International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 21, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Noemi Cuevas, (817) 222-5352, noemi.cuevas@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney Clark
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: McAllen International Airport

Airport Grant Number: 3-48-0144-069-2026

Unique Entity Identifier: LNLJPLNR7GF5

TO: City of McAllen

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 23, 2026, for a grant of federal funds for a project at or associated with the McAllen International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the McAllen International Airport (herein called the "Project") consisting of the following:

Construct Southeast GA Apron - Phase I (Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,137,150.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $1,137,150 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **August 21, 2026**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated May 01, 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

33. **Consultant Contract and Cost Analysis.** The sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the sponsor's analysis of costs, and the independent fee estimate.

34. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

35. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of McAllen
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Texas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of McAllen**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 23, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	2.H.2.
	DATE SUBMITTED	07/31/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Resolution authorizing the submission of a grant application to the United States Bureau of Reclamation under the WaterSMART: Desalination Construction Projects funding opportunity.

2. Party Making Request: Mark Vega

3. Applicant:

4. Nature of Request:

   McAllen Public Utility (MPU) is requesting formal consideration and approval of a Resolution authorizing the submission of a grant application to the United States Bureau of Reclamation under the WaterSMART: Desalination Construction Projects funding opportunity to support the construction of the City of McAllen Brackish Groundwater Desalination Project and designating the MPU General Manager as the City of McAllen's authorized representative for the application.

5. Fiscal Impact Summary:

   If awarded, the grant will fund up to 25% of eligible project costs, reducing the amount financed by MPU. MPU has secured a SWIFT loan from the Texas Water Development Board to fund the required non-federal share.

6. Budgeted: not applicable

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

7. Routing:
   Janet Landeros Created/Initiated - 07/31/2026

8. Staff Recommendation:

   Staff recommends approval of a Resolution authorizing the submission of an application to the United States Bureau of Reclamation: Desalination Construction Projects to support the construction of the City of McAllen Brackish Groundwater Desalination Project and designating the General Manager of McAllen Public Utility as the City's authorized representative for the application.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

McALLEN PUBLIC UTILITY

MCALLEN PUBLIC UTILITY

MEMORANDUM

To: Isaac J. Tawil, City Manager

Thru: Marco A. Vega, P. E., McAllen Public Utility General Manager

From: Carlos Gonzalez, P.E., Utility Engineer
Janet Landeros, McAllen Public Utility Grants and Contracts Coordinator

Date: **July 29, 2026**

Subject: CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION WATERSMART: DESALINATION CONSTRUCTION PROJECTS

This agenda item requests consideration and approval of a Resolution authorizing the submission of a grant application to the United States Department of the Interior, Bureau of Reclamation, under Funding Opportunity Announcement No. R26AS00034 WaterSMART: Desalination Construction Project. The Resolution also designates the General Manager of McAllen Public Utility as the authorized representative to carry out the implementation of this grant opportunity.

The funding opportunity provides federal funding for up to 25 percent (25%) of eligible project costs. The proposed project includes construction of a groundwater well field and brackish groundwater desalination facilities at the Northwest Water Treatment Plant. When completed, the project is expected to produce approximately 8 million gallons per day (MGD) of potable water. The application includes construction activities associated with the project.

McAllen Public Utility has secured financing through the Texas Water Development Board's State Water Implementation Fund for Texas Program to fund the required nonfederal share. If awarded, the grant will offset a portion of the project costs currently anticipated to be financed through the SWIFT loan. The anticipated project period is three years, with project expenditures expected to begin in Fiscal Year 2026-2027. Therefore, no budget impact is anticipated in the current fiscal year.

Staff recommends approval of a resolution, which authorizes grant submission and includes all the required financial and legal obligations.

McAllen Public Utility staff are available to address any questions regarding this request.

RESOLUTION NO. 2026 -

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REQUESTING FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION WATERSMART: DESALINATION CONSTRUCTION PROJECTS FUNDING ANNOUNCEMENT NO. R26AS00034 AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT ON BEHALF OF THE CITY OF MCALLEN AND MCALLEN PUBLIC UTILITY TO CARRY OUT THE IMPLEMENTATION OF THIS PROJECT.

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF MCALLEN

WHEREAS, the United States Department of the Interior, Bureau of Reclamation makes financial support available through the WaterSMART: Desalination Construction Projects for sponsors of eligible brackish water desalination projects to request cost-shared funding for planning, design, and/or construction of those projects.

WHEREAS, the City of McAllen and McAllen Public Utility are committed to improve water management and enhance and support water reliability, sustainability, efficiency, and resilience of our water supply to effectively prepare for and mitigate the impacts of drought, and

WHEREAS, the City of McAllen and McAllen Public Utility have identified a brackish desalination project, which is eligible for financial assistance through the Bureau of Reclamation WaterSMART: Desalination Construction Projects Funding Announcement No. R26AS00034 for the planning, design, and/or construction of a brackish groundwater desalination plant at the Northwest Water Treatment Plant located at 8313 Bentsen Road, McAllen, Texas; and

WHEREAS, McAllen Public Utility conducted the "Water Sources Evaluation and Feasibility Study of Potable Reuse and Brackish Groundwater Desalination" in May 2017, which is a Reclamation-reviewed feasibility study that meets the requirements specified in Reclamation Manual Directives and Standards WTR 11-01; and

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

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

1. Marco A. Vega, P.E., General Manager of McAllen Public Utility, is hereby designated as the authorized representative of the City of McAllen and McAllen Public Utility, with legal authority to enter into an agreement, for furnishing such information and executing such documents as may be required in connection with

the preparation, filing and approval of the application for financial assistance in accordance with the rules of the Bureau of Reclamation, and for all matters pertaining to the application, including appearing before the Bureau of Reclamation and submitting other documentation as may be required.

2. McAllen Public Utility is hereby authorized and instructed to develop and submit a grant application to the Bureau of Reclamation WaterSMART: Desalination Construction Projects Funding Announcement No. R26AS00034 for activities related to the planning, design, and/or construction of a brackish groundwater desalination plant.

3. The General Manager of McAllen Public Utility will review, approve and support the application submitted.

4. The General Manager of McAllen Public Utility will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

5. This Resolution shall take effect immediately upon its adoption by the City of McAllen Board of Commissioners.

CONSIDERED, PASSED, APPROVED AND ADOPTED on this 10th day of August 2026 during a meeting of the City of McAllen Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED on this ____ day of August 2026.

CITY OF MCALLEN, TEXAS

_____
Javier Villalobos, Mayor
City of McAllen

Attest:

_____

Perla Lara, TRMC/CMC, CPM
City Secretary

(SEAL)

Approved as to form:

_____

Austin Stevenson
City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	3.A.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration and Approval of Contract Amendment No. 1-2025GECSEH for General Aviation Infrastructure Improvements at McAllen International Airport (Project No. 09-25-S94-760).

2. Party Making Request: Jeremy Santoscoy

3. Applicant: Jeremy Santoscoy

4. Nature of Request: Consideration and approval of Contract Amendment No. 1 – 2025GECSEH with Short Elliot Hendrickson, Inc. for the General Aviation Infrastructure Improvements at McAllen International Airport (Project No. 09-25-S94-760).

5. Fiscal Impact Summary:
   Account: 554-8708-446-66-30-CA6901 GA Infrastructure Improvements - $1,263,500
   Subject to Budget Reclassification

6. Budgeted: Yes

Bid Amount:	$1,250,000.00	Budgeted Amount:	$971,000
Under Budget:	$0.00	Over Budget:	$279,000
		Amount Remaining:	$279,000

7. Routing:

Estela Velasquez	Created/Initiated - 07/29/2026
Jeremy Santoscoy	Approved - 07/29/2026
Angie Rodriguez	Approved - 08/03/2026
Sonia Resendez	New -
Gerardo Noriega	-
Evaristo Garcia	-

8. Staff Recommendation: Staff recommends approval of Contract Amendments No. 1-2025GECSEH with Short Elliot Hendrickson, Inc. for the General Aviation Infrastructure Improvements in the amount of $1,250,000.00, subject to a budget reclassification.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Department of Aviation

Memorandum

To: Isaac J. Tawil, City Manager

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

Date: July 28, 2026

Subject: Contract Amendment No. 1 – 2025GECSEH with Short Elliot Hendrickson, Inc. for the General Aviation Infrastructure Improvements at McAllen International Airport (Project No. 09-25-S94-759).

GOAL

Consideration and approval of Contract Amendment No. 1 – 2025GECSEH with Short Elliot Hendrickson, Inc. (SEH) for the General Aviation Infrastructure Improvements at McAllen International Airport.

EXPLANATION

McAllen International Airport has requested a proposal for study, design and bidding services for the development of the extended general aviation ramp, utilities and taxiway connector. The existing land is currently vacant and undeveloped. The proposed project will address airside capacity constraints, strengthen disaster resilience, and enable critical airport infrastructure necessary for long-term economic growth. This investment is a foundational component of the airport's resiliency strategy. It allows the airport to relocate general aviation operations and further develop essential infrastructure, including terminal expansion, aviation support facilities, and emergency response infrastructure.

These services are part of the FAA grant No .69.

Project is an approved project and proposed fees are $1,250,000.00 with 90% federal funds and 10% Passenger Facility Charge local match, subject to a budget reclassification.

In addition, as per FAA Order 5100.38D, an independent fee estimate was conducted by a separate consultant on the same scope of services and are within 10% of the fees. Please see attachment for a breakdown of the proposed Contract Amendment No. 1-2025GECSEH.

OPTIONS

1. Approve Contract Amendments No. 1-2025GECSEH. (staff recommendation)
2. Reject Contract Amendments No. 1-2025GECSEH.

RECOMMENDATION

Based on review by this office, staff recommends approval of Contract Amendments No. 1-2025GECSEH with Short Elliot Hendrickson, Inc. for the General Aviation Infrastructure Improvements in the amount of $1,250,000.00, subject to a budget reclassification.

AMENDMENT NUMBER 1-2025 GEC SEH

This Amendment is made as of this ___ day of _____, 2026, under the terms and conditions established in the CONTRACT AGREEMENT FOR ENGINEERING / PROFESSIONAL SERVICES, dated January 12, 2026 (the Agreement), between the City of McAllen (OWNER) and Short Elliott Hendrickson Inc. (ENGINEER).

This Amendment is made for the following purpose:

To provide design for an expanded General Aviation (GA) ramp with connector to the existing Taxiway A, a 0.25 mile access road to serve the expanded GA apron, and water and sanitary sewer extension to provide utility service to accommodate future development on the GA apron expansion including the relocation of the Airfield Rescue and Fire Fighting (ARFF) facility.

Section A - Scope of Services

A.1 ENGINEER shall perform the following Services:

Scoping and coordination, preliminary design, engineer's design report, plan drawings, construction bidding documents, FAA construction plans and specification review, quality control reviews, and project management. See Attachment A for full scope of services.

A.2 the following services are not included in the Amendment, but shall be provided as Additional Services if authorized or confirmed in writing by the OWNER:

Construction administration and observation, closeout services. See Attachment A.

A.3 In conjunction with the performance of the foregoing Services, ENGINEER shall provide the following submittals/deliverables (Documents) to OWNER:

As stated in Attachments A and B, "Scope of Services."

Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule: See Scope of Work, Attachment A.

Section C - Compensation

C.1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER an amount up to but not to exceed $1,250,000.00 as computed in Schedules A, B and C, and payable according to Article 4, Section 4.1.1 of "Agreement."

C.2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to Article 4.1.2 of "Agreement."

Section D - Other Provisions

The parties agree to the following provisions with respect to this specific Amendment: None. IN

WITNESS WHEREOF, the OWNER and ENGINEER have executed this Work Order.

CITY OF MCALLEN, TEXAS	Short Elliott Hendrickson Inc
(OWNER)	(ENGINEER)
By _____	By _____
Title City Manager	Title Principal, Airport Planning and Design
Date_____	Date _____

EXHIBIT C-1
BASIC SERVICES FEE FORMAT
See Schedules A, B, and C – Estimated Fee and Expenses

1. Direct Salary Costs

Title	Hours	Rate/Hour [1]	Cost ($)
Principal			
Project Manager			
Project Engineer			
Technician			
Clerical			
Others as appropriate			
		Total Direct Salary Costs	

2. Labor and General & Administrative Overhead [2]

Percentage of Direct Salary Costs_

3. Direct Nonsalary Expenses

Transportation
Per Diem
Printing
Testing
Consultants
Other - (Tech)

Total Direct Nonsalary Expenses

4. Subtotal of Items 1, 2, and 3

5. Fixed Payment (Profit) 15% of Item 4

6. Subcontract costs (specify)

7. Total Cost (Items 4, 5, plus 6) - ROUNDED

[1] Labor will be charged at a rate equal to the employee's base salary at the time services are rendered.
[2] For item 2, the consultant should submit a statement of audible overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C-2
ADDITIONAL SERVICES FEE FORMAT

1. Direct Salary Costs

Title	Hours	Rate/Hour [1]	Cost ($)
Principal			
Resident Engineer			
Inspector			
Surveyors			
Technicians			
Clerical			
Others as appropriate			
		Total Direct Salary Costs	$_____

2. Labor and General & Administrative Overhead [2]

Percentage of Direct Salary Costs_____% $_____

3. Out-of-pocket expenses

a. Transportation
Commercial _____
Private Vehicle _____miles @ $_____/mile $_____
b. Per Diem
$_____ /day @ _____ days $_____
c. Materials and Supplies $_____
d. Other $_____

Total Expenses $_____

4. Subtotal of Items 1, 2, and 3 $_____

5. Fixed Payment (Profit) ____% of Item 4 $_____

6. Subcontract costs (include testing by independent lab) $_____

7. Total Cost (Items 4, 5, plus 6) $_____

[1] Labor will be charged at a rate equal to the employee's base salary at the time services are rendered.
[2] For item 2, the consultant should submit a statement of audible overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

Building a Better World
for All of Us®

May 15, 2026

RE: McAllen International Airport
General Aviation Apron Expansion
SEH No. MCAIA 14.00

Jeremy Santoscoy, PE, CFM
Director of Aviation
City of McAllen
2500 S. Bicentennial Blvd
McAllen, TX 78503

Dear Mr. Santoscoy:

The SEH Design Team, including our partners and subconsultants, is pleased to submit the attached proposal for the design of the General Aviation (GA) Apron expansion. This project will expand and enhance general aviation operations and provide needed space to relocate the Airport Rescue and Fire Fighting (ARFF) facility.

Our proposal is broken down into the following schedules to accommodate funding, phasing, and schedule constraints. Schedule A will provide design for the 205K sq ft apron and connector over the drainage canal to Taxiway A. Schedule B will provide design for an approximately 0.25 mile access road from the intersection of South 10th Street and South 2nd Loop which will accommodate future development, including the relocated ARFF facility. Schedule C will provide design for expanded water and sanitary sewer utilities to accommodate future facility development along the expanded GA apron.

Schedule A: General Aviation Apron Expansion	$ 985,800.00
Schedule B: Access Road for GA Apron Expansion	$ 166,700.00
Schedule C: Utility Extension for GA Apron Expansion	$ 97,500.00
Total	**$1,250,000.00**

Our total proposal amount is $1,250,000.00. Please contact me with any questions or concerns. We appreciate the opportunity to partner with you on this exciting project!

Sincerely,

Shawn McMahon, PE (MN, WI, SD, VA, IA)
Principal

Attachment: SEH Proposal for General Aviation Expansion Design_2_16_26

ATTACHMENT A-1

McAllen International Airport

Schedule A: General Aviation Apron Expansion

Scope of Work

Preliminary Design, Engineer's Decision Report, Final Design, Plans and Specifications, Bidding Documents

SEH Project No. MCAIA

General – McAllen International Airport (MFE) is small hub airport in the Rio Grande Valley of Texas. While the airport is now serving more than 1.1 million commercial passengers annually, the airport also supports over 70,000 general aviation (GA) operations each year. These operations continue to support private, corporate, air taxi, and cross border operations that are integral to the local economy.

The project goal is to provide McAllen International Airport with additional apron capacity to accommodate future general aviation demand and to provide apron space for the relocated Airport Rescue and Fire Fighting facility and the GA Customs and Border Protection facility. The apron will span approximately 205K sq ft and include a new taxiway connector over an existing drainage canal to provide access to Taxiway A, the main taxiway parallel to Runway 14-32. The apron will be designed to support Group III general aviation aircraft.

The design is broken into three (3) schedules: Schedule A will include the design for the general aviation apron. Schedule B will include design of the roadway and parking areas. Schedule C will include the utility infrastructure for the future ARFF facility.

Project Deliverables – The project deliverables of this scope include the following:

1. Project Formulation
2. Preliminary Design
3. Engineer's Design Report
4. Plan Drawings
5. Construction Bidding Documents and Bidding
6. FAA Construction Plans and Specifications Review
7. Quality Control Reviews
8. Project Management and Meetings

Proposed Schedule – The project schedule is anticipated to be:

1. May 26, 2026 – City Commission Consideration of Proposal
2. June 30, 2026 – Contracting Complete and Notice to Proceed Authorized
3. August 30, 2026 – Preliminary Engineering Complete
4. October 15, 2026 – 60% Submittal
5. November 15, 2026 – 90% Submittal
6. December 15, 2026 – 100% Submittal and Bidding

<u>This work scope includes:</u>

Work Element 1: Scoping, Coordination, and FAA Grant Coordination

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH) will coordinate with the McAllen International Airport (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and

objectives. The scope of work will be presented to FAA and for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. If applicable, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant application.

Task 1.3 – FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation, provide associated preliminary cost breakdowns and preliminary eligibility determinations.

Work Element 2: Preliminary Design

Task 2.1 – Layout Development – SEH will coordinate with McAllen International Airport on three (3) layouts for consideration. The drafted layouts will be presented and refined as needed. The preferred alternative will be carried into the Engineer's Design Report and Final Design.

Task 2.2 – Geotechnical Analysis/Borings – Twenty-two (22) geotechnical borings will be drilled in the location of the proposed apron pavement per FAA pavement design criteria and Advisory Circular, 150/5320-6G.. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and the typical section for the general aviation apron expansion. The scope of work includes development and submittal of the FAA Form 7460 for completion of the boring scope of work. (See attached Figure 1 reflecting the proposed boring locations.)

Task 2.3 – Topographic Survey – A topographic survey will be completed in the area of the proposed general aviation apron expansion area. Survey will include all grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. SEH will coordinate the survey work completed by subconsultant. Subconsultant will be badged to complete the survey work in the secure area of airfield operations.

Task 2.4 – Utility Investigation – SEH will coordinate Subsurface Utility Exploration completed by subconsultant. Subconsultant will be badged to complete the SUE work in the secure area of airfield operations.

Work Element 3: Engineer's Design Report

Task 3.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 3.2 – Photographs – SEH will coordinate with McAllen staff to capture photographs of representative areas of existing site conditions. The photographs will be included within the report.

Task 3.3 – Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for the proposed apron pavement will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.

Task 3.4 – Airport Operational Safety Considerations – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

Task 3.5 - Pavement Design – SEH will utilize soil borings and the geotechnical evaluation and report to evaluate the underlying soils. The resulting identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.)

Subgrade conditions will be evaluated. In addition, the document will use the critical design aircraft for pavement design.

Task 3.6 – Drainage Design – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. SEH to coordinate design work by sub-consultant.

Task 3.7 – Airfield Electrical Design – The SEH team will confirm all requirements for the installation of new pavement edge lighting systems and airfield signage. The preliminary apron layout and airfield signage will be designed by SEH. Overhead ramp lighting design will also be included to provide necessary illumination for the GA Apron.

Task 3.8 – Pavement Marking – SEH will develop a preliminary pavement marking plan and details to be included in the report. Coordination with FAA Part 139 inspector for the marking plan will also be included in this task.

Task 3.9 – Environmental Considerations – SEH will identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in for any permitting requirements. SEH will also verify the applicability of the previously completed and FAA-approved Categorical Exclusions.

Task 3.10 – Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the GA apron expansion developed from data obtained by the topographic and SUE surveys

Task 3.11 – Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.

Task 3.12 – Life Cycle Cost Analysis – SEH will complete Life Cycle Cost Analysis for the determination of pavement type for the GA apron expansion.

Task 3.13 – Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore the preliminary design to confirm that no modifications to design standards will be requested.

Task 3.14 – AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Task 3.15 – Disadvantaged Business Enterprise (DBE) – The DBE goals the GA Apron Expansion project will be documented.

Task 3.16 – Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule specific to the GA apron expansion, and milestones during the design and bidding process.

Task 3.17 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. If any ineligible work components are identified they will be called out separately.

Task 3.18 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings

Final design and plan drawings for the General Aviation Apron Expansion project will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design,* will be utilized in developing the plan set. Other applicable ACs, FAA Orders, Regulations, and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control documents completed as part of the

Engineer's Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- TCEQ and NPDES permit application
- City of McAllen Stormwater Permit
- Stormwater Pollution Prevention Plan

Task 4.2 – Construction Safety and Phasing Plan Development – SEH will revise Construction Safety and Phasing Plan (CSPP) completed as part of the Engineer's Design Report. SEH will meet with airport staff, airfield tenants, and users to evaluate potential risks and determine appropriate mitigation tactics. The CSPP will determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP.

Task 4.3 – 7460 Airspace Determination Review – SEH will submit the required airspace data on the FAA's OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and any other requested information by FAA. This task also includes any revisions or updates requested by the FAA.

Task 4.4 – Detailed Final Design – The detailed final design will include the establishment of the apron pavement plan and profile, grading, pavement design, concrete jointing plan, lighting layout, and topographic survey analysis, drainage design, and other related project elements.

Task 4.5 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profile
- Stormwater Management Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Pavement Plan/Profile drawings
- Alignment Plan
- Concrete Pavement Joint Plan and Details (if needed)
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Airfield Electrical Layout and Details
- Apron Overhead Lighting Plan and Details

Task 4.6 – Plan Submittals– SEH will prepare and submit plan submittals for airport review at the 30, 60, 90, and 100% schedule points. Time for this task includes compilation, submittal, and

response to comments. This task also includes a 1-hour virtual meeting to review comments with the airport.

Task 4.7 – Technical Specifications – SEH will create technical specifications for the proposed work, equipment, and general contract requirements. Submittals will be provided at the 60, 90 and 100% drawings.

Task 4.8 – Quality Control Site Visit – SEH will conduct one quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 5: Construction Bidding Documents and Bidding Services

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications (completed under Task 4.7) and special provisions.

Task 5.2 – Bidding Services – SEH will assist the owner with obtaining construction bids for proposed construction using design bid build as the acquisition method. SEH will prepare and/or assist with the Advertisement of Bids and coordinate advertisement, distribute bid documents to contractors, respond to questions from contractors throughout the bidding process, issuance of addenda as needed, issuance of addenda to adjust construction documents, attend an in-person pre-bid meeting to discuss project elements, and attend the virtual bid opening. SEH will assist the sponsor with tabulating the bid results. SEH will provide a recommendation of the award of the contractor to the sponsor and assist with requesting an FAA for the project. SEH will prepare a draft construction contract for Client and Contractor review and execution.

Task 5.3 – Construction Management Plan – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

Work Element 6: FAA Construction Plans and Specifications Full Review

Task 6.1 – Construction Bidding Documents – SEH will coordinate with the FAA to submit a 90% complete set of construction plans and specifications for FAA review.

Task 6.2 – Completion of Appendix 3, "Full Review Guide" – SEH will complete Appendix 3 "Construction Plans and Specifications "Full Review Guide" and submit the document with the 90% plans and specifications.

Task 6.3 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 7: Quality Control Reviews

Task 7.1 – Quality Calculations and Final Engineer's Estimate – This task includes the finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included. Design bid build will be used in the cost estimation.

Task 7.2 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with McAllen Airport staff is included for the 60 and 90% submittal.

Work Element 8: Project Management

This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings – This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 18 design meetings. These are anticipated to be on-line virtual meetings. The meetings are anticipated to be one hour, with pre and post meeting coordination time for the Professional Engineer.

Task 8.2 – Agency Meetings –This task includes monthly meetings by the design team, FAA ADO, McAllen Airport staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be four, one-hour agency virtual meetings, attended by Principal Engineer, Principal Planner, and PM. These are anticipated to be online virtual meetings. Four (4) meetings are anticipated.

Task 8.3 – McAllen Airport Staff Meetings – This task includes bi-weekly meetings by the project team leads and McAllen Airport staff to discuss project elements, schedule, issues, and provide coordination between team members. Eight (8) meetings are anticipated, with attendance by Principal, Project Manager, and Planner. These are anticipated to be a mix of in-person and online meetings. Two hours per meeting is planned to include effort for preparation and action items.

Task 8.4 – McAllen Tenant Meetings – This task includes attendance at McAllen tenant meetings to keep airport users apprised of the project and schedule. Two (2) meetings are anticipated. These are anticipated to be online meetings and attended virtually.

Task 8.4 – Subconsultant Coordination – This task includes the management of the subconsultants selected to perform the work included in this proposal. This task includes scoping, contracting, invoicing, and quality control.

Task 8.5 – Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates, monthly invoices, and contract negotiation.

Subconsultants performing work under this proposal (Schedule I) include the following:

1. **MEG Engineers.** All geotechnical engineering associated with the project will be performed by MEG Engineers out of Pharr, Texas.
2. **Halff Associates, Inc.** All survey work, including SUE, associated with the project will be done by Halff Associates, Inc. out of McAllen, Texas.
3. **Perez Consulting Engineers.** Civil design for stormwater will be done by Perez Engineering Consultants out of McAllen, Texas.

Not included in the scope of work are the following items.

1. Construction Administration and Observation
2. Closeout Services

ATTACHMENT A-2

McAllen International Airport

Schedule B: Access Road for GA Apron Expansion

Scope of Work

Preliminary Design, Engineer's Decision Report, Final Design, Plans and Specifications, Bidding Documents

SEH Project No. MCAIA

General – McAllen International Airport (MFE) is small hub airport in the Rio Grande Valley of Texas. While the airport is now serving more than 1.1 million commercial passengers annually, the airport also supports over 70,000 general aviation (GA) operations each year. These operations continue to support private, corporate, air taxi, and cross border operations that are integral to the local economy.

The project goal is to provide the proposed General Aviation (GA) Apron Expansion with a vehicle access road that is 1,300 ft long (0.25 mile) starting at the intersection of South 10th Street and South 2nd Loop. The access road will include parking areas to accommodate future needs, specifically to support the Airfield rescue and Fire Fighting (ARFF) facility.

The design is broken into three (3) schedules: Schedule A will include the design for the general aviation apron. Schedule B will include design of the roadway and parking areas. Schedule C will include the utility infrastructure for the future ARFF facility.

Schedule B Assumptions

1. It is assumed that this design would be completed at the same time as Schedule A: General Aviation Apron.
2. This proposal excludes any utility expansions.
3. Meetings, reviews, and submittals will occur simultaneously with Schedule A: General Aviation Apron.
4. The scope and effort for this schedule is only to complete the roadway and parking areas.

Project Deliverables – The project deliverables of this scope include the following:

1. Project Formulation
2. Preliminary Design
3. Engineer's Design Report
4. Plan Drawings
5. Construction Bidding Documents and Bidding
6. FAA Construction Plans and Specifications Review
7. Quality Control Reviews
8. Project Management and Meetings

<u>This work scope includes:</u>

Work Element 1: Scoping, Coordination, and FAA Grant Coordination

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH) will coordinate with the McAllen International Airport (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and

objectives. The scope of work will be presented to FAA for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. If applicable, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant or Passenger Facility Charge (PFC) application.

Task 1.3 – FAA Grant Initiation Documentation – If eligible, SEH will complete the project and grant pre-application documentation, provide associated preliminary cost breakdowns and preliminary eligibility determinations.

Work Element 2: Preliminary Design

Task 2.1 – Layout Development – SEH will coordinate with McAllen International Airport on three (3) layouts for consideration. The drafted layouts will be presented and refined as needed. The preferred alternative will be carried into the Engineer's Design Report and Final Design.

Task 2.2 – Geotechnical Analysis/Borings – Twelve (12) geotechnical borings will be drilled in proposed location of the access road. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design. (See attached Figure 1 reflecting the proposed boring locations.)

Task 2.3 – Topographic Survey – A topographic survey will be completed as part of Schedule A: General Aviation Apron. Coordination of data and associated work items are included in that task.

Task 2.4 – Utility Investigation –Subsurface Utility Exploration will be completed as part of Schedule A: General Aviation Apron Expansion.. . Coordination of data and associated work items are included in that task.

Work Element 3: Engineer's Design Report

Task 3.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 3.2 – Photographs – SEH will coordinate with McAllen staff to capture photographs of representative areas of existing site conditions. The photographs will be included within the report.

Task 3.3 – Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.

Task 3.4 – Airport Operational Safety Considerations – SEH will develop a Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

Task 3.5 - Pavement Design – SEH will utilize soil borings and the geotechnical evaluation and report to evaluate the underlying soils to develop the pavement design.

Task 3.6 – Drainage Design – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. SEH to coordinate design work by sub-consultant.

Task 3.7 – Electrical Design – No lighting or electrical items are planned for this scope.

Task 3.8 – Environmental Considerations – SEH will identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in for any permitting requirements.

Task 3.9 – Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area.

Task 3.10 – Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.

Task 3.11 – Life Cycle Cost Analysis – SEH will complete Life Cycle Cost Analysis for the determination of pavement type for the GA apron expansion.

Task 3.12 – Disadvantaged Business Enterprise (DBE) – Coordination for the DBE program is included in Schedule A: General Aviation Apron.

Task 3.13 – Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule specific to the GA road expansion, and milestones during the design and bidding process.

Task 3.14 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. If any ineligible work components are identified they will be called out separately.

Task 3.15 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings

Final design and plan drawings for the access road will be prepared in accordance with local and TxDOT standards. Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer's Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- TCEQ and NPDES permit application
- City of McAllen Stormwater Permit
- Stormwater Pollution Prevention Plan

Task 4.2 – Construction Safety and Phasing Plan Development – SEH will revise Construction Safety and Phasing Plan (CSPP) completed as part of the Engineer's Design Report. SEH will meet with airport staff, airfield tenants, and users to evaluate potential risks and determine appropriate mitigation tactics. The CSPP will determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP. This scope is specific to the roadway component of the total project.

Task 4.3 – 7460 Airspace Determination Review – SEH will submit the required airspace data on the FAA's OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and any other requested information by FAA. This task also includes any revisions or updates requested by the FAA. This scope is specific to the roadway component of the total project.

Task 4.4 – Detailed Final Design – The detailed final design will include the establishment of the access road pavement plan and profile, grading, pavement design, drainage design, and other related project elements.

Task 4.5 – Construction Plan Sheets – Specific plan sheets to be developed (and included as one submittal with Schedule A: General Aviation Design and included in the plan set are as follows:

- Title Sheet – Included in Schedule A
- Construction Safety Plan
- Construction Phasing Plan
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profile
- Stormwater Management Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Pavement Plan/Profile drawings
- Alignment Plan
- Concrete Pavement Joint Plan and Details – Not required
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Electrical Layout and Details – Not required
- **Task 4.6 – Plan Submittals–** SEH will prepare and submit plan submittals for airport review at the 30, 60, 90, and 100% schedule points. Time for this task includes compilation, submittal, and response to comments. This task also includes a 1-hour virtual meeting to review comments with the airport.
- **Task 4.7 – Technical Specifications –** SEH will create technical specifications for the proposed work, equipment, and general contract requirements. Submittals will be provided at the 60, 90 and 100% drawings.
- **Task 4.8 – Quality Control Site Visit –** SEH will conduct one quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents. Travel to be included in Schedule A.

Work Element 5: Construction Bidding Documents

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – To be included with Schedule A: General Aviation Apron

Task 5.2 – Bidding Services – To be included with Schedule A: General Aviation Apron

Task 5.3 – Construction Management Plan – To be included with Schedule A: General Aviation Apron

Work Element 6: FAA Construction Plans and Specifications Full Review

Task 6.1 – Construction Bidding Documents –To be included with Schedule A: General Aviation Apron

Task 6.2 – Completion of Appendix 3, "Full Review Guide" – To be included with Schedule A: General Aviation Apron

Task 6.3 – Review and Address FAA Comments – To be included with Schedule A: General Aviation Apron

Work Element 7: Quality Control Reviews

Task 7.1 – Quality Calculations and Final Engineer's Estimate – This task includes the finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included. Design bid build will be used in the cost estimation.

Task 7.2 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with McAllen Airport staff is included as part of Schedule A: General Aviation.

Work Element 8: Project Management

This task includes the overall project management of Work Elements 1 through 7 noted above, specific to work focused on the road extension. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings – This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. A portion of the meetings for Schedule A will cover the roadway elements. These are anticipated to be on-line virtual meetings and include the contractor and concurrent with apron project meetings.

Task 8.2 – Agency Meetings – No agency meetings are planned specific to the roadway element.

Task 8.3 – McAllen Airport Staff Meetings – This task includes bi-weekly meetings by the project team leads and McAllen Airport staff to discuss project elements, schedule, issues, and provide coordination between team members. Four (4) meetings are anticipated, with attendance by Principal, Project Manager, and Planner. These are anticipated to be a mix of in-person and online meetings.

Task 8.4 – McAllen Tenant Meetings – No agency meetings are planned specific to the roadway element.

Task 8.5 – Subconsultant Coordination – This task includes the management of the subconsultants selected to perform the work included in this proposal. This task includes scoping, contracting, invoicing, and quality control.

Task 8.6 – Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates, monthly invoices, and contract negotiation.

Subconsultants performing work under this proposal (Schedule B) include the following:

1. **MEG Engineers.** All geotechnical engineering associated with the project will be performed by MEG Engineers out of Pharr, Texas.
2. **Perez Consulting Engineers.** Civil design for stormwater will be done by Perez Engineering Consultants out of McAllen, Texas.

Not included in the scope of work are the following items.

1. Construction Administration and Observation
2. Closeout Services

ATTACHMENT A-3

McAllen International Airport

Schedule C: Utility Extension for GA Apron Expansion

Scope of Work

Preliminary Design, Engineer's Decision Report, Final Design, Plans and Specifications, Bidding Documents

SEH Project No. MCAIA

General – McAllen International Airport (MFE) is small hub airport in the Rio Grande Valley of Texas. While the airport is now serving more than 1.1 million commercial passengers annually, the airport also supports over 70,000 general aviation (GA) operations each year. These operations continue to support private, corporate, air taxi, and cross border operations that are integral to the local economy.

The project goal is to provide the proposed General Aviation (GA) Apron Expansion with water and sewer utilities to support future development, specifically a future ARFF facility.

The design is broken into three (3) schedules: Schedule A will include the design for the general aviation apron. Schedule B will include design of the roadway and parking areas. Schedule C will include the utility infrastructure for the future ARFF facility

Schedule C Assumptions

1. It is assumed that this design would be completed at the same time as Schedule A: General Aviation Apron.
2. This proposal excludes any roadway work and apron expansion.
3. Meetings, reviews, and submittals will occur simultaneously with Schedule A: General Aviation Apron.
4. The scope and effort for this schedule is only to complete the utility extension.

Project Deliverables – The project deliverables of this scope include the following:

1. Scoping, Coordination, and FAA Grant Coordination
2. Schematic Design
3. Design Development
4. Contract Documents
5. Bidding Assistance
6. Quality Control Reviews
7. Project Management and Meetings

<u>This work scope includes:</u>

Work Element 1: Scoping, Coordination, and FAA Grant Coordination

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH) will coordinate with the McAllen International Airport (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. If applicable, SEH will break the project into

FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant or Passenger Facility Charge (PFC) application.

Task 1.3 – FAA Grant Initiation Documentation – If eligible, SEH will complete the project and grant pre-application documentation, provide associated preliminary cost breakdowns and preliminary eligibility determinations.

Work Element 2: Schematic Design

Task 2.1 – Coordination – Assist subconsultant with Schematic Design tasks, including permitting, MPU coordination, alignment and grade reviews, existing utility coordination, and cost estimation.

Work Element 3: Design Development

Task 3.1 – Design Development – Assist subconsultant with Design Development tasks, including permitting, MPU coordination, alignment and grade establishment, existing utility coordination and connection, and cost estimation.

Work Element 4: Contract Documents

Task 4.1 – Prepare Construction Plans – SEH will coordinate SEH provided plans with subconsultant deliverables.

Task 4.2 – Prepare Specifications and Bid Documents – – SEH will coordinate SEH provided specifications and bid documents with subconsultant deliverables.

Task 4.3 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. If any ineligible work components are identified they will be called out separately.

Work Element 5: Bidding Assistance

Task 5.1 – Construction Bidding Documents – To be included with Schedule A: Apron Design

Task 5.2 – Bidding Services – To be included with Schedule A: Apron Design.

Work Element 6: Quality Control Reviews

Task 6.1 – Quality Control Reviews – SEH will perform quality control review of the subconsultant project drawings and specifications as well as quantity determination. This task includes time required to perform the review, internal meetings, and coordination with McAllen International Airport staff, FAA, and TxDOT as needed.

Work Element 7: Project Management and Meetings

This task includes the overall project management of Work Elements 1 through 6 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 7.1 – Subconsultant Coordination – Scheduling, coordination and administration, and review of subconsultant deliverables, including subcontracts, reports, design data, and pay applications. For this schedule these items will all pertain to the utility extension to the GA apron expansion.

Task 7.2 –Meetings –This task includes monthly meetings by the design team, FAA ADO, McAllen Airport staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be two (2), one-hour agency virtual meetings, attended by PM, PE, and Planner. These are anticipated to be online virtual meetings.

Subconsultants performing work under this proposal (Schedule B) include the following:

1. **Perez Consulting Engineers.** Civil design for water and sanitary sewer systems will be done by Perez Engineering Consultants out of McAllen, Texas.

Not included in the scope of work are the following items.

1. Construction Administration and Observation
2. Closeout Services

SCHEDULE A - GENERAL AVIATION APRON EXPANSION
ESTIMATED FEES AND EXPENSES
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
McALLEN INTERNATIONAL AIRPORT
McALLEN, TEXAS

Task No.	Task Description	Principal Engineer	Principal Planner	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior Technician	Technician	Water Resources Engineer	Electrical Engineer	Admin Technician
Scoping, Coordination, and FAA Grant Coordination												
1.1	Scoping, Review, and Coordination	2	2	2							2	
1.2	Project Formulation	2	2	2		4	4					
1.3	FAA Grant Initiation Documentation	2		2	4	4						
Preliminary Design												
2.1	Layout Development	2	4	4	8	8	16	8	16			
2.2	Geotechnical Analysis/Borings	2		2	2	4			5			
2.3	Topographic Survey	2		2	4	16		8	12			
2.4	Utility Investigation	2		2	8	16		8	16			
Engineer's Design Report												
3.1	General Scope of Work	2	1	2	2	4						6
3.2	Photographs					2						
3.3	Applicable AIP Standards			2	2	2						
3.4	Airport Operational Safety Considerations	2	1	2	4	4		4	8			
3.5	Pavement Design	1		2	8	20						
3.6	Drainage Design			2	8	8						
3.7	Airfield Electrical Design	2		2	8	8		4	16		32	
3.8	Pavement Marking			2	4	12		8	16			
3.9	Environmental Considerations		1	2	4	4	4			4		
3.10	Existing Utilities	1		2	8	16		8	16		12	
3.11	Miscellaneous Work Items			2	4							
3.12	Life Cycle Cost Analysis			2	6	8						
3.13	Modification to AIP Design Standards			2	2							
3.14	AIP Non-eligible Work Items	1	1	2	4							
3.15	Disadvantaged Business Enterprise (DBE)			2	2	2						4
3.16	Project Schedule	2	1	2	6	12						
3.17	Engineer's Estimate of Probable Cost			2	4	12		4	8			
3.18	Preliminary Project Budget	2	1	2	4	4						
Plan Drawings												
4.1	Environmental Coordination and Permits			4	8	12		8	12			
4.2	Construction Safety and Phasing Plan Development	1	1	8	16	20	10	10	24			
4.3	7460 Airspace Determination Submittal				4	8		2	8			
4.4	Detailed Final Design	2	1	20	120	280	8	32	72		80	8
4.5	Construction Plan Sheets											
	Title Sheet								4			
	Construction Safety Plan	1		4	8	24	4	18	36			
	Construction Phasing Plan	1	1	4	12	30	15	18	36			
	Construction Signage Plan			2	4	12		6	12			
	Statement of Estimated Quantities			2	24	48		3	6			
	Details and Construction Notes			4	16	24		12	30			
	Utility Locations Plan			2	8	8		8	8			
	Storm Sewer Plan and Profile			4	8	16		8	12			
	Stormwater Management Plan			2	2	4		8	12			
	Typical Section(s)			4	8	16		16	32			
	Removal Plan			4	8	32		12	40			
	Erosion Control Plan and Details			2	4	8		4	4			
	Grading Plan			4	8	24		24	48			
	Pavement Plan/Profile Drawings	1		8	8	16		16	40			
	Alignment Plan			2	6	12		18	36			
	Concrete Jointing Plan and Details			4	16	24		18	48			
	Pavement Elevation Plan Sheets			3	12	16		42	60			
	Pavement Marking Plan and Details			2	4	8		4	16			
	Standard Plates				6			4	12			
	Cross Sections				4	8		16	32			
	Airfield Electrical Layout and Details			4	4	16		20	40			
	Apron Overhead Layout and Details			4	4	16		16	32			
4.6	Plan Submittals (30,60,90)	1		8	16	20		20	20		8	
4.7	Technical Specifications			4	8	16					8	
4.8	Quality Control Site Visit			12	12							
Construction Bidding Documents												
5.1	Construction Bidding Documents			4	24	60						24
5.2	Bidding Services	1		4	16	20						8
5.3	Construction Management Plan (CMP)			4	16	24						2
FAA Construction Plans and Specifications Full Review												
6.1	FAA Coordination	1		4	8	16	4					
6.2	Completion of Appendix 3			4	8	16						
6.3	Review and Address FAA Comments			4	16	24		4				
Quality Control Reviews												
7.1	Quantity Calculations and Final Engineer's Estimate			4	16	20		8			4	
7.2	Quality Control Reviews	16		16	16	8		4	8		4	
Project Management												
8.1	Design Team Meetings			12	24	12	12	12	12		6	8
8.2	Agency Meetings	4	4	4								
8.3	Airport Meetings	8	8	16								
8.4	McAllen Airport Staff Meetings											
8.5	McAllen Tenant Meetings	2	2	2	2	2	2					
8.6	Subconsultant Coordination	2		20	10	24						8
8.7	Overall Project Management	4		40								20
	Total hours per labor category	72	31	309	620	1114	79	443	865	4	156	88

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Engineer	72	$89.10	$6,415.20
Principal Planner	31	$90.99	$2,820.69
Project Manager	309	$73.43	$22,689.87
Professional Engineer	620	$58.51	$36,276.20
Project Engineer	1114	$43.95	$48,960.30
Aviation Planner	79	$57.33	$4,529.07
Senior Technician	443	$49.93	$22,118.99
Technician	865	$38.81	$33,570.65
Water Resources Engineer	4	$77.20	$308.80
Electrical Engineer	156	$73.55	$11,473.80
Admin Technician	88	$36.02	$3,169.76
Total Direct Labor Costs:	3,781		$192,333.33
Overhead			$371,203.33
Total Labor Costs			**$563,536.66**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Technology Charge	3,781	$6.50	$24,576.50
Flights	4	$700.00	$2,800.00
Per Diem	4	$70.00	$280.00
Reproductions / Miscellaneous	1	$500.00	$500.00
Total			**$28,156.50**
Fixed Fee on Labor and Expense Costs (15%)			**$88,753.97**

Subconsultants	Quantity	Rate	Extension
Subconsultant Geotechnical Evaluation - MEG Engineers	1	$37,399.68	$37,399.68
Subconsultant Topographic Survey - Halff	1	$54,500.00	$54,500.00
Subconsultant Subsurface Utility Investigation - Halff	1	$46,500.00	$46,500.00
Subconsultant Civil Engineering Services - Perez Consulting Engineers	1	$167,000.00	$167,000.00
Total Subconsultants			**$305,399.68**

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee +Subconsultants	$985,846.81
Estimated Total	**$985,800.00**

1 2 3 Sum

SCHEDULE B - ACCESS ROAD TO GA APRON EXPANSION
ESTIMATED FEES AND EXPENSES
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
McALLEN INTERNATIONAL AIRPORT
McALLEN, TEXAS

Task No.	Task Description	Principal Engineer	Principal Planner	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior Technician	Technician	Water Resources Engineer	Electrical Engineer	Admin Technician
Scoping, Coordination, and FAA Grant Coordination												
1.1	Scoping, Review, and Coordination	1	1	1	1	1						
1.2	Project Formulation			1	1	1						
1.3	FAA Grant Initiation Documentation			1	1							
Preliminary Design												
2.1	Layout Development	1	1	1		1	1		1			
2.2	Geotechnical Analysis/Borings	1		1	1	1			1			
2.3	Topographic Survey											
2.4	Utility Investigation											
Environmental Coordination												
3.1	General Scope of Work			1		2						2
3.2	Photographs			1		1						
3.3	Applicable AIP Standards			1	1	2						
3.4	Airport Operational Safety Considerations			1	1	2		1	1			
3.5	Pavement Design			1	2	2						
3.6	Drainage Design			1	1	2			1	2		
3.7	Electrical Design			1	1	2						
3.8	Environmental Considerations			1	1	2			1	2		
3.90	Existing Utilities			1	1	2		1	2		2	
3.10	Miscellaneous Work Items			1	1							
3.11	Life Cycle Cost Analysis			1	1	1						
3.12	Disadvantaged Business Enterprise (DBE)											
3.13	Project Schedule			1	1	2	2					2
3.14	Engineer's Estimate of Probable Cost			1	1	4		1	2			
3.15	Preliminary Project Budget			1	1	2						
Plan Drawings												
4.1	Environmental Coordination and Permits				1	2		1	2			4
4.2	Construction Safety and Phasing Plan Development			1	1	2		1	2			
4.3	7460 Airspace Determination Submittal					2			2			
4.4	Detailed Final Design	1		1	2	8		2	2			
4.5	Construction Plan Sheets											
	Title Sheet											
	Construction Safety Plan			1	1	1	1	1	2			
	Construction Phasing Plan			1	1	1	1	1	2			
	Construction Signage Plan			1	1	1		1	2			
	Statement of Estimated Quantities			1	1	1		1	2			
	Details and Construction Notes			1	1	1		1	2			
	Utility Locations Plan			1	1	1		1	2			
	Storm Sewer Plan and Profile					1						
	Stormwater Management Plan					1						
	Typical Section(s)			1	1	1		1	2			
	Removal Plan			1	1	1		1	2			
	Erosion Control Plan and Details			1	1	1		1	2			
	Grading Plan			1	1	1		1	2			
	Pavement Plan/Profile Drawings				1	1		1	2			
	Alignment Plan				1	1		1	2			
	Concrete Jointing Plan and Details											
	Pavement Elevation Plan Sheets			1	1	1		1	2			
	Pavement Marking Plan and Details			1	1	1		1	2			
	Standard Plates				1			1	2			
	Cross Sections				1	1		1	2			
	Airfield Electrical Layout and Details											
4.6	Plan Submittals	1		1	1	2		2	2			
4.7	Technical Specifications			1	1	2						
4.8	Quality Control Site Visit			1	1	2						
Construction Bidding Documents												
5.1	Construction Bidding Documents											
5.2	Bidding Services											
5.3	Construction Management Plan (CMP)											
FAA Construction Plans and Specifications Full Review												
6.1	FAA Coordination											
6.2	Completion of Appendix 3											
6.3	Review and Address FAA Comments											
Quality Control Reviews												
7.1	Quantity Calculations and Final Engineer's Estimate			2	2	2		1				
7.2	Quality Control Reviews	4		2	2	4						
Project Management												
8.1	Design Team Meetings			2	2	2		2	2			2
8.2	Agency Meetings											
8.3	McAllen Airport Staff Meetings			2	2	2						
8.4	McAllen Tenant Meetings											
8.5	Subconsultant Coordination			2	1	1						
8.6	Overall Project Management			4								4
	Total hours per labor category	9	2	50	49	78	5	28	53	4	2	14

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Engineer	9	$89.10	$801.90
Principal Planner	2	$90.99	$181.98
Project Manager	50	$73.43	$3,671.50
Professional Engineer	49	$58.51	$2,866.99
Project Engineer	78	$43.95	$3,428.10
Aviation Planner	5	$57.33	$286.65
Senior Technician	28	$49.93	$1,398.04
Technician	53	$38.81	$2,056.93
Water Resources Engineer	4	$77.20	$308.80
Electrical Engineer	2	$73.55	$147.10
Admin Technician	14	$36.02	$504.28
Total Direct Labor Costs:	294		$15,652.27
Overhead			$30,208.88
Total Labor Costs			**$45,861.15**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Technology Charge	294	$6.50	$1,911.00
Flights	0	$700.00	$0.00
Per Diem	0	$70.00	$0.00
Reproductions / Miscellaneous	0	$500.00	$0.00
Total Expenses			**$1,911.00**
Fixed Fee on Labor Costs and Expenses (15%)			**$7,165.82**

Subconsultants	Quantity	Rate	Extension
Subconsultant Geotechnical Evaluation - MEG Engineers	1	$28,472.93	$28,472.93
Subconsultant Survey - Halff (full cost on Schedule A)	1	$0.00	$0.00
Subconsultant Civil Engineering Services - Perez Consulting Engineers	1	$83,300.00	$83,300.00
Total Subconsultants			**$111,772.93**

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee +Subconsultants	$166,710.90
Estimated Total	**$166,700.00**

SCHEDULE C - UTILITY EXTENSION FOR GA APRON EXPANSION
ESTIMATED FEES AND EXPENSES
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
McALLEN INTERNATIONAL AIRPORT
McALLEN, TEXAS

Task No.	Task Description	Principal Engineer	Principal Planner	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior Technician	Technician	Water Resources Engineer	Electrical Engineer	Admin Technician
Scoping, Coordination, and FAA Grant Coordination												
1.1	Scoping, Review, and Coordination			1	1	1						2
1.2	Project Formulation			1	1	1						
1.3	FAA Grant Initiation Documentation			1								
Schematic Design												
2.1	Coordination			1	4	8		2	4			
Design Development												
3.1	Design Development			1	4	5		2	2			
Contract Documents												
4.1	Prepare Construction Plans			1	4	4						
4.2	Prepare Specifications and Bid Documents			1	1	1						2
4.3	Engineers Estimate of Probable Cost			1	1	1						
Bidding Assistance												
5.1	Construction Bidding Documents			1	1	1						
5.2	Bidding Services			1	1	1						
Quality Control Reviews												
6.1	Quality Control Reviews	4		4	4	4		4	2			
Project Management and Meetings												
7.1	Subconsultant Coordination			4	2	2						4
7.2	Meetings	1		2	2	2	2	2				
	Total hours per labor category	5	0	20	26	31	2	10	8	0	0	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Engineer	5	$89.10	$445.50
Principal Planner	0	$90.99	$0.00
Project Manager	20	$73.43	$1,468.60
Professional Engineer	26	$58.51	$1,521.26
Project Engineer	31	$43.95	$1,362.45
Aviation Planner	2	$57.33	$114.66
Senior Technician	10	$49.93	$499.30
Technician	8	$38.81	$310.48
Water Resources Engineer	0	$77.20	$0.00
Electrical Engineer	0	$73.55	$0.00
Admin Technician	8	$36.02	$288.16
Total Direct Labor Costs:	110		$6,010.41
Overhead			$11,600.09
Total Labor Costs			**$17,610.50**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Technology Charge	110	$6.50	$715.00
Flights	0	$700.00	$0.00
Per Diem	0	$70.00	$0.00
Reproductions / Miscellaneous	0	$500.00	$0.00
Total			**$715.00**
Fixed Fee on Labor Costs (15%)			**$2,748.83**

Subconsultants	Quantity	Rate	Extension
Subconsultant Utility Extension for Water and Sanitary Sewer - Perez Consulting Engineers	1	$76,400.00	$76,400.00
Total Subconsultants			**$76,400.00**

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	$97,474.33
Estimated Total	**$97,500.00**

February 9, 2026

Mr. Shawn McMahon
Short Elliot Hendrickson (SEH)
smcmahon@sehin.com
651-894-2508

P64108.001 - McAllen Airport GA Apron – Survey and SUE Services

Dear Mr. McMahon,

Halff Associates is pleased to submit the enclosed proposal to provide professional surveying and sub service engineering (SUE) services. The scope of this proposal identifies various line-item costs for your review and consideration.

Please refer to the attached scope of services to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with SEH on this project. Enclosed, please find the proposed scope of services broken into 2 separate tasks. Task 1 includes topographic survey services. Task 2 incorporates Subsurface Utility Engineering services. Refer to **Exhibit A** for a color-coded area map. The red highlighted area is Halff's scope limitation of services.

If you find the scope of services agreeable, you may authorize Halff Associates to proceed by signing the agreement. Your signature will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email. This will act as our notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

If you have any questions or concerns, please don't hesitate to contact me. We are open to reaching mutually agreeable terms and we look forward in partnering with you on this project as we help turn your ideas into reality.

Sincerely,

Gabriel Benavides Jr., PE
Vice President
MEP/ICT Director

Survey and Subsurface Utility Engineering Services

The following scope of services applies to the McAllen CBP apron expansion project. The scope of work includes topographic survey for design and a Subsurface Utility Engineering investigation.

1. Topographic Survey

1.1 Survey:

1.1.1 Establish 3 temporary benchmarks with 3-dimensional coordinates.
1.1.2 Locate all observable improvements within the project limits.
1.1.3 Locate SUE markings made by Halff SUE Team.
1.1.4 Locate approximately 25 Geotech bore locations.
1.1.4 Obtain elevations at every 25 ft. interval and at every major change in grade.
1.1.5 Obtain top and flowline elevations with size of pipes and directions for all manholes.
1.1.6 Generate Digital Terrain Model (DTM) with major contours at 1.0-foot intervals and minor contours at 0.5-foot intervals (accuracy within one-half interval).
1.1.7 Preparation of an electronic drawing in Autodesk Civil3D.

2. Subsurface Utility Engineering (SUE)

2.1 SUE QUALITY LEVEL B (QL-B) DESIGNATING:

2.1.1 Halff will request utility records/As-built/system maps from utility owners identified in project limits.
2.1.2 Halff will have obtain required badging for escorting privileges.
2.1.2 Halff will designate conductible subsurface utilities and note electronic depths using geophysical prospecting equipment and mark the locations with paint and flags. We anticipate designating buried communication, electric, natural gas, water, storm sewer and sanitary sewer and providing the identification of owners.
2.1.3 Halff will survey visible and accessible above ground utility appurtenances and Quality Level B paint and flag markings and tie to project survey control.
2.1.4 Because of limited record information and the possibility of non-conductible utilities, Halff cannot guarantee that all utilities will be found and marked on the project.

Deliverables

1. Deliverables for the Topographic Survey will include an electronic survey drawing in Autodesk Civil3D format and a Digital Terrain Model (DTM) to be used for design purposes by the project engineer.

2. Deliverables for the SUE Quality Level B utility investigation will be a 2D electronic file in Autodesk Civil3D format, received records, PDFs, KMZ and project photos/notes.

Assumptions

1. The survey drawing will reference the Airport Survey Control Network, provided by Client, for horizontal and vertical control. All horizontal and vertical control will be consistent with current airport reference datum.
2. Available utility records, system maps, as-builts
3. Right-of-Entry to property

Exclusions

1. Quality Level A Test Holes
2. Quality Level B of irrigation lines, asbestos cement and/or PVC lines and PVC lines without a tracer wire or open access.
3. City Permitting
4. Location and identification of easements and property lines.

Professional Fees

Halff will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Survey and Subsurface Utility Engineering Services			
TASK	**DESCRIPTION**	**FEE**	**FEE TYPE**
01	Topographic/DTM Survey	**$54,500.00**	Lump Sum
02	SUE QL-B Designating/Data Collection	**$46,500.00**	Lump Sum
	TOTAL	**$101,000.00**	Lump Sum

Optional Services

1. SUE Quality Level A Test Holes
2. Utility Coordination/Utility Engineering services in support of the Access Road/10th street connection design.

Exhibit A

Plaza Royale Apartments
Bates Rd
S 6th Ln
S 6th Ct
S 6th Ln
Deluxe Inn - Airport
Radiance Health and Spiritual Services
Mobil
336
S 10th St
Cascade Park
S 10th St
Google Earth
Image © 2025 Airbus
1000 ft

February 10, 2026

Mr. Shawn McMahon, P.E.
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507

Re: Civil Engineering Services Fee Proposal – McAllen International Airport
McAllen, Texas 78501

Dear Mr. McMahon,

Perez Consulting Engineers (PCE) is pleased to submit our Civil Engineering Services fee proposal for the McAllen International Airport (MFE) Apron Expansion (Schedule A), Access Road and Parking Lot (Schedule B), Additional Services for Water and Sanitary Sewer Services (Schedule C) Projects in McAllen, Texas.

SCOPE OF SERVICES
Please refer to Exhibit A – Basic Civil Engineering Scope of Services.

COMPENSATION FOR CIVIL ENGINEERING BASIC SERVICES
Owner shall pay Engineer a Lump Sum amount based on the following estimated distribution of compensation:

Schedule A - Apron Expansion	$167,000.00
Schedule B - Access Road and Parking Lot	$ 83,300.00
Schedule C – Addtl. Services for Water & Sanitary Sewer	$ 76,400.00

Fees included in this proposal only apply to items specifically listed in this proposal. Any services needed for the project, which are not included in this proposal, will be billed to the Owner as Additional Services.

Should you have any questions, please feel free to contact me at 956.631.4482 or email me at **dp@perezce.com**. We look forward to working with you on this important project.

Respectfully submitted,
Perez Consulting Engineers, LLC

J. David Perez, P.E.
President

Attachments: Exhibit A – Basic Civil Engineering Scope of Services.

APPROVAL & ACCEPTANCE

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Please return one executed letter to:

Perez Consulting Engineers, LLC
808 Dallas Ave.
McAllen, Texas 78501
Vía Email: mf@perezce.com

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158
PCE Perez Consulting Engineers

PCE Project No.: OFF26102
Project Name: McAllen Apron Expansion
Project Location: McAllen, Texas
Prop. Date: 2-9-2026

Client: Shawn McMahon, PE
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE A - Apron Expansion							
TASK 1: Schematic Design							
A. Gather and evaluate Existing Information regarding onsite collections systems from Airport, FAA, HCDD		2	4			3	3
B. Coordination between Owner and Engineer		4	4				1
C. Onsite investigation of airport storm management system.		2	2		8		
D. Provide Figures/Drawings for Schematic Pricing		2	6		10		
E. Prepare Preliminary Plans		4	12		18		
F. Weekly Progress Meetings (30 minutes for 2 weeks)		10					
TASK 2: Design Development							
A. On-Site Storm Management System for Hydrology and Hydraulic for 10th Street Drainage Channel Impacts							
a. Prepare conceptual drawings based on drainage master plan for preliminary analysis and design.		5	10		30		
b. Process survey, develop Existing surface model and cross sections.		5	10		35		
c. Visual land and soil survey of the area to identify and map predeveloped surface anomalies, watersheds and sub drainages areas.		3	8		10		
d. Develop Preliminary surface model and identify preliminary watersheds and sub drainage areas within the airport area		14	24		30		
e. Visual land and soil survey of the area to identify and map preliminary land with impervious surfaces, vegetation, surface anomalies.		1	10		8		
f. Prepare preliminary sub drainage area map with definition of all hydrologic parameters.		15	20		20		
g. Prepare preliminary storm sewer network for each major drain basin.		20	20		25		
h. Analyze and design drainage basins and storm sewer networks with Drainage software for PROPOSED conditions		8	20		35		
i. Develop Final Design hydraulic model and identify post-developed watersheds and sub drainage areas within the airport area		8	30		35	5	
j. General BMP selection in accordance with FAA/150 5320-5D		6	5		8		
B. Complete 30% Design Review Submittals		10	15		30		2
C. Complete 60% Design Review Submittals		10	15		25		2
D. Complete 90% Design Review Submittals		10	15		25		2
E. Weekly Progress Meetings (30 minutes for 12 weeks)		12					2
TASK 3: - Contract Documents							
A. Develop Civil Site Specifications		5	1				5
B. Complete Construction Documents for Bid							
a. Grading Plan Sheets		10	28	3	55		
b. Utilities Plan Sheets		6	8	3	35		
c. Utilities Profile Sheets		6	15	3	35		
d. Plan & Profile Plan Sheets		6	26	3	55		
e. Typical Section Plan Sheets		5	8	3	20		
f. Storm Drainage Plan Sheets		9	30	3	55		
g. Drainage Summary Sheet		6	15	3	25		
h. Erosion Control Details		1	8	3	8		
i. Erosion Control Notes		6	10	3	10		
j. Drainage Details		10	25	3	40		
k. Dimension & Contol Plan Sheets		12	20	3	40		

	l. Sanitary Sewer Detail Plan Sheets		8	25	3	45		
	m. Cross Section Plan Sheets		9	20	3	40		
	n. Waterline Detail Plan Sheets		6	12	3	35		
C.	Underground Storm Sewer Utility Relocation(s)		6	10	3	25		
D.	TxDot Driveway Permit		8	15	3	15		
E.	SWPPP		5	8		15	12	12
F.	Weekly Progress Meetings (30 minutes for 20 weeks)		10	5				2
TASK 4: Bidding Assistance								
A.	Attend and Participate in Pre-Bid Meeting		2					1
B.	Answer Questions to Potential Bidders with SEH Assistance		2	2				1
C.	Assist with preparation of Addenda as needed with SEH assistance		2	2		2		1
D.	Attend Bid Opening		2					1
	Total hours per labor category	0	293	523	48	907	20	35

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	$185.00	$0.00
Project Engineer	293	$135.00	$39,555.00
EIT	523	$105.00	$54,915.00
Graduate Engineer	48	$95.00	$4,560.00
CAD Designer/Tech	907	$60.00	$54,420.00
Administrative/Accounting	20	$60.00	$1,200.00
Administrative Asst./Clerical	35	$40.00	$1,400.00
Total Direct Labor Costs:	1826		$156,050.00

DIRECT EXPENSES:

			Quantity	Rate	Extension
Equipment usage - Technology			1826	$6.00	$10,956.00
Mileage				$0.70	$0.00
Flights				$400.00	$0.00
Hotels				$110.00	$0.00
Meal (GSA rate)				$68.00	$0.00
Reproduction				$100.00	$0.00
Subconsultant 1	LS	LS	1		$0.00
Subconsultant 2	LS	LS	1		$0.00
Total Expenses					$10,956.00

SUMMARY: Total Labor Costs + Expenses + Fee $167,006.00

ESTIMATED TOTAL SCHEDULE A **$167,000.00**

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158
PCE Perez Consulting Engineers

PCE Project No.: OFF26102
Project Name: McAllen Apron Expansion Access
Project Location: McAllen, Texas
Prop. Date: 2-9-2026

Client: Shawn McMahon, PE
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE B - Access Road and Parking Lot							
TASK 1: Schematic Design							
A. Gather and evaluate Existing Information regarding onsite collections systems from Airport, FAA, HCDD		2	4			3	3
B. Engineer		4	4				1
C. Onsite investigation of existing airport storm management system.		2	2		8		
D. Provide Figures/Drawings for Schematic Pricing		2	6		10		
E. Prepare Preliminary Plans		4	12		18		
F. Bi weekly Progress Meetings for 16 weeks		4					
TASK 2: Design Development							
A. Access Road Along 10th Street							
a. Prepare conceptual drawings based on drainage master plan for preliminary analysis and design.		3	8		20		
b. Process survey, develop Existing surface model and cross sections.		3	5		15		
c. Visual land and soil survey of the area to identify and map predeveloped surface anomalies, watersheds and sub drainages areas.		3	8		5		
d. Develop Preliminary surface model and identify preliminary watersheds and sub drainage areas within the airport area		3	16		16		
e. Visual land and soil survey of the area to identify and map preliminary land with impervious surfaces, vegetation, surface anomalies.		1	10		8		
f. Prepare preliminary sub drainage area map with definition of all hydrologic parameters.		5	10		15		
g. Analyze and design drainage basins and storm sewer networks with Drainage software for PROPOSED conditions		4	10		15		
h. General BMP selection		1	5		3		
B. Complete 30% Design Review Submittals		5	15		30		2
C. Complete 60% Design Review Submittals		5	15		25		2
D. Complete 90% Design Review Submittals		5	15		25		2
E. TxDOT Driveway Permit		5	5		5		10
F. Bi weekly Progress Meetings for 16 weeks		4					2
TASK 3: - Contract Documents							
A. Develop Civil Site Specifications		5	1				5
B. Complete Construction Documents for Bid							
a. Grading Plan Sheets		3	8	3	25		
b. Plan & Profile Plan Sheets		3	12	3	30		
c. Typical Section Plan Sheets		3	6	3	18		
d. Storm Drainage Plan Sheets		9	20	3	35		
e. Drainage Summary Sheet		6	15	3	18		
f. Erosion Control Details		1	6	3	6		
g. Erosion Control Notes		5	8	3	8		
h. Drainage Details		6	10	3	30		
i. Dimension & Contol Plan Sheets		5	12	3	30		
C. Underground Storm Sewer Utility Relocation(s)		3	8	3	18		
D. SWPPP		5	4		5	12	12
E. Bi weekly Progress Meetings for 16 weeks		4	2				2
TASK 4: Bidding Assistance							
A. Attend and Participate in Pre-Bid Meeting		2					1
B. Answer Questions to Potential Bidders with SEH Assistance		2	2				1

C.	Assist with preparation of Addenda as needed with SEH assistance		2	2		2		1
D.	Attend Bid Opening		2					1
	Total hours per labor category	0	131	266	30	443	15	45

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	$185.00	$0.00
Project Engineer	131	$135.00	$17,685.00
EIT	266	$105.00	$27,930.00
Graduate Engineer	30	$95.00	$2,850.00
CAD Designer/Tech	443	$60.00	$26,580.00
Administrative/Accounting	15	$60.00	$900.00
Administrative Asst./Clerical	45	$40.00	$1,800.00
Total Direct Labor Costs:	930		$77,745.00

DIRECT EXPENSES:

			Quantity	Rate	Extension
Equipment usage - Technology			930	$6.00	$5,580.00
Mileage				$0.70	$0.00
Flights				$400.00	$0.00
Hotels				$110.00	$0.00
Meal (GSA rate)				$68.00	$0.00
Reproduction				$100.00	$0.00
Subconsultant 1	LS	LS	1		$0.00
Subconsultant 2	LS	LS	1		$0.00
Total Expenses					$5,580.00

SUMMARY: Total Labor Costs + Expenses + Fee $83,325.00

ESTIMATED TOTAL SCHEDULE B **$83,300.00**

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158
PCE Perez Consulting Engineers

PCE Project No.: OFF26102
Project Name: Addtl Services for Water & Sanitary Sewer Services
Project Location: McAllen, Texas
Prop. Date: 2-9-2026

Client: Shawn McMahon, PE
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507

	TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE C - Additional Services for Water and Sanitary Sewer Services								
TASK 1: Schematic Design								
A.	Preliminary Meetings, Meet with MPU, Engineering staff for scoping		4	4			2	4
B.	Meet with MPU and Engineering		4	4				4
C.	Coordination of Required field surveys		6	6			4	2
D.	Review Survey Data and Coordination		3	5		2		2
E.	Farm		3	8		15		2
F.	Review potential alignment and grade conflicts with existing utilities		15	20		20		
G.	Prepare preliminary schematic for water and sanitary sewer extensions and possible fire loop		15	30		50		8
H.	Submit preliminary schematic for MPU review		2	4				12
I.	Meet with MPU and Engineering for comment review		8	8				2
J.	Prepare preliminary cost estimates		10	10		10	10	4
K.	Bi weekly Progress Meetings for 16 weeks		4					2
TASK 2: Design Development								
A.	TxDOT UIR Permits		10	12		5	2	10
B.	Bi weekly Progress Meetings for 16 weeks		4					2
TASK 3: - Contract Documents								
A.	Meet with MPU Staff to incorporate review comments		12	12		8		8
B.	Prepare base plans with field survey		15	15		40		8
C.	Prepare Construction Plans		40	60		100		
D.	Prepare Specifications and Bid Documents		8	5			10	10
E.	Prepare cost estimates		5	5	5		3	3
F.	QA/QC	3					2	
G.	Plan and Specifications Revisions			5		10		5
H.	Submit Final Plans and Specifications to MPU		5			6	6	12
I.	Bi weekly Progress Meetings for 16 weeks		4					2
TASK 4: Bidding Assistance								
A.	Attend and Participate in Pre-Bid Meeting		2					1
B.	Answer Questions to Potential Bidders with SEH Assistance		2	2				1
C.	Assist with preparation of Addenda as needed with SEH assistance		2	2		2		1
D.	Attend Bid Opening		2					1
	Total hours per labor category	3	185	217	5	268	39	106

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	3	$185.00	$555.00
Project Engineer	185	$135.00	$24,975.00
EIT	217	$105.00	$22,785.00
Graduate Engineer	5	$95.00	$475.00
CAD Designer/Tech	268	$60.00	$16,080.00
Administrative/Accounting	39	$60.00	$2,340.00
Administrative Asst./Clerical	106	$40.00	$4,240.00
Total Direct Labor Costs:	823		$71,450.00

DIRECT EXPENSES:

	Quantity	Rate	Extension
Equipment usage - Technology	823	$6.00	$4,938.00
Mileage		$0.70	$0.00

Flights				$400.00	$0.00
Hotels				$110.00	$0.00
Meal (GSA rate)				$68.00	$0.00
Reproduction				$100.00	$0.00
Subconsultant 1	LS	LS	1		$0.00
Subconsultant 2	LS	LS	1		$0.00
Total Expenses					$4,938.00

SUMMARY: Total Labor Costs + Expenses + Fee $76,388.00

ESTIMATED TOTAL SCHEDULE C	**$76,400.00**

February 05, 2026

Shawn McMahon, P.E.
Principal
Short Elliot Hendrickson Inc
3535 Vadnais Center Drive
Saint Paul, Minnesota 55110, United States
+16519257541
smcmahon@sehinc.com

Subject: **Geotechnical Engineering Services**
McAllen International Airport Schedule A - Apron and Building
McAllen, Texas, United States
MEG Proposal No. 01-26-110G

Dear Mr. McMahon:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **$67,399.68**

The Geotechnical Engineering Services will include twenty (20) 15-foot soil borings and one (1) 25-foot soil boring for the new apron area, and four (4) 20-foot soil borings for the planned building within Schedule A. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, CBR testing and Pavement Recommendations following AC 150/5320-6G – Airport Pavement Design and Evaluation guidelines using aircraft traffic data provided by the client for the use of FAARDIELD 2.1 software.

The estimate provided is for the proposed McAllen International Airport Schedule A - Apron and Building in McAllen, Texas, United States. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Raul Palma, P.E.
Chief Engineer

SCOPE OF SERVICES

The Geotechnical Engineering Services will include twenty (20) 15-foot soil borings and one (1) 25-foot soil boring for the new apron area, and four (4) 20-foot soil borings for the planned building within Schedule A. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, CBR testing and Pavement Recommendations following AC 150/5320-6G – Airport Pavement Design and Evaluation guidelines using aircraft traffic data provided by the client for the use of FAARDIELD 2.1 software.

Environmental, Construction Materials Engineering and Testing services if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

A. Review and discussion of initial plans provided by client.
B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
C. Review of available geologic mapping of the project location.
D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

A. Evaluate and visually classify soil samples.
B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
C. Review and analyze the results of the soil testing.
D. Determine engineering properties of the soils and prepare foundation and pavement recommendations
E. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 4 days to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 5-6 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.

COMPENSATION

MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **$67,399.68** Services will be billed as follows: **50% at the start of services and 50% prior to the submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

The following assumptions were used in preparing the proposal:

- The Client will provide the right-of-entry to conduct the geotechnical engineering services at the subject property.
- MEG's proposal assumes that the reasonably recommended amount of borings and depth will be able to be accomplished with MEG's standard truck mounted drill rig or as otherwise stated herein.
- MEG's proposal assumes that the reasonably recommended laboratory testing will provide sufficient data for the planned development. During the geotechnical drilling activities, if conditions are encountered that changes in the scope of services as provided herein you will be contacted for discussion and approval of any changes prior to MEG is to proceed.
- The total estimated cost and our fee for the geotechnical services does not include the cost for attendance of meetings, conference call attendance, further engineering analysis, review of project documents, depositions, and court appearances beyond those specifically discussed in the scope of services herein. The fees for any additional services will be invoiced with the standard rate of services attached herein.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in **"Scope of Services"** attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a lump sum amount of **$67,399.68** without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 "Additional Services"** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Client: **Short Elliot Hendrickson Inc**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma. P.E./ Manager

Date: 02/05/26

Please address invoice to:	**Please address deliverables and notices to:** **Same as invoice: Yes / No, address to:**
ATTN:	**ATTN:**

The geotechnical engineering report will be transmitted electronically as directed by our CLIENT. This proposal may be executed by signing the ***Authorization for Professional Services*** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 702-4180. Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. AUTHORIZATION TO PROCEED
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. SCOPE OF SERVICES
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

3. OUTSIDE SERVICES
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

4. PROFESSIONAL STANDARDS
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

5. TERMINATION
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. LEGAL EXPENSES
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. LIMITATION OF LIABLITY
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or $336,998.40, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

9. ADDITIONAL SERVICES
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

10. SALES TAX
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

11. TEMINATION FOR NON-PAYMENT OF FEES
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

12. INDEMNIFICATION
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

14. DATA AND INFORMATION

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

15. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

16. INFORMATION MANAGEMENT

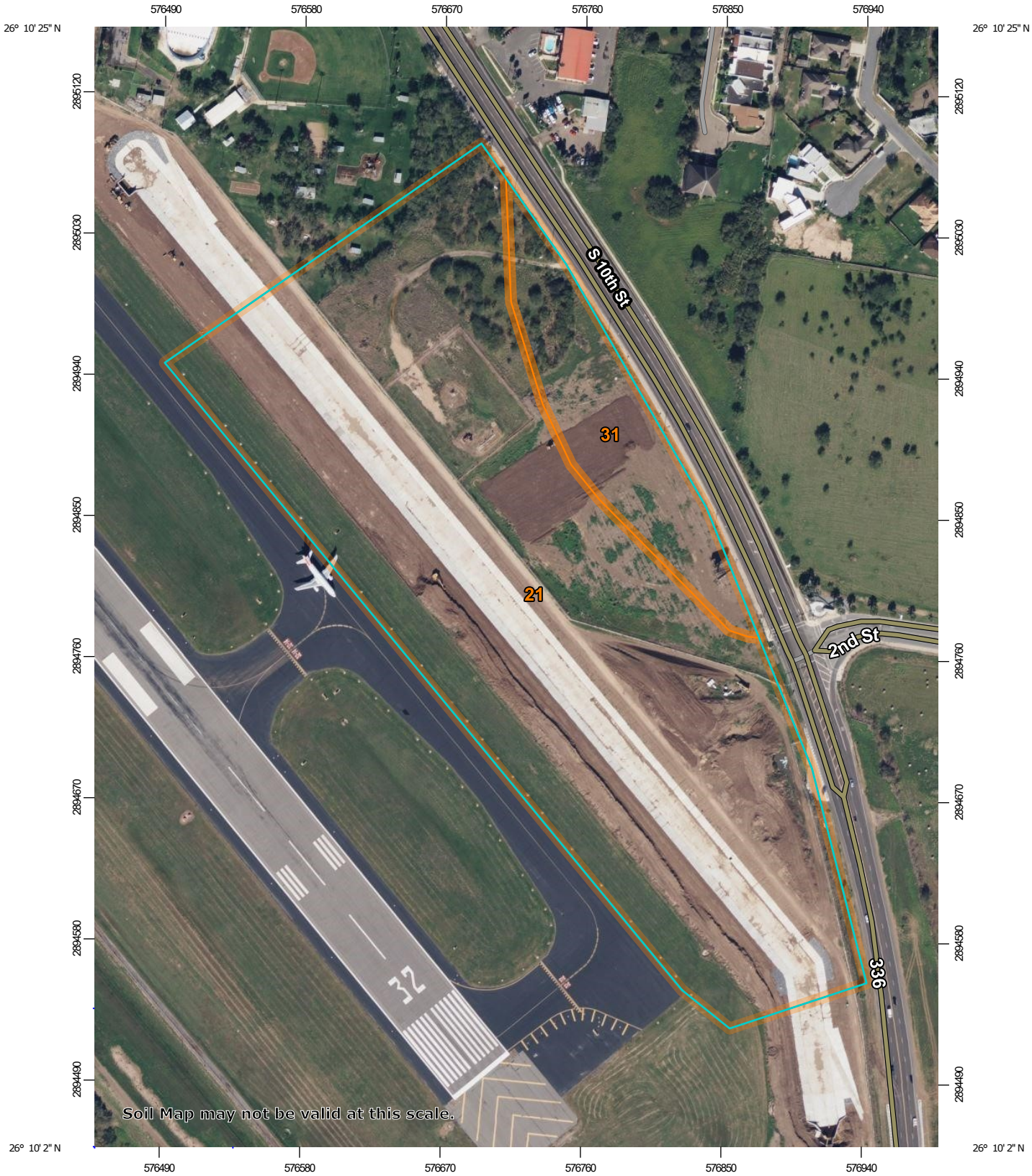
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

17. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Soil Map—Hidalgo County, Texas
(MIA Schedule A and B)



Map Scale: 1:3,490 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 24, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 7, 2021—Jan 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
21	Harlingen-Urban land complex	23.9	87.7%
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	3.4	12.3%
Totals for Area of Interest		**27.3**	**100.0%**

February 05, 2026

Shawn McMahon, P.E.
Principal
Short Elliot Hendrickson Inc
3535 Vadnais Center Drive
Saint Paul, Minnesota 55110, United States
+16519257541
smcmahon@sehinc.com

Subject: **Geotechnical Engineering Services**
McAllen International Airport Schedule B - Roadway and Parking Lot
McAllen, Texas, United States
MEG Proposal No. 01-26-111G

Dear Mr. McMahon:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **$28,472.93**

The Geotechnical Engineering Services will include twelve (12) 15-foot soil borings for the proposed roadway and parking area. The report will include soil strength characteristics, Pavement Recommendations, laboratory Testing, soil classification testing, and water table measurements.

The estimate provided is for the proposed McAllen International Airport Schedule B - Roadway and Parking Lot in McAllen, Texas, United States. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Raul Palma, P.E.
Chief Engineer

SCOPE OF SERVICES

The Geotechnical Engineering Services will include twelve (12) 15-foot soil borings for the proposed roadway and parking area. The report will include soil strength characteristics, Pavement Recommendations, laboratory Testing, soil classification testing, and water table measurements.

Environmental, Construction Materials Engineering and Testing services if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

A. Review and discussion of initial plans provided by client.
B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
C. Review of available geologic mapping of the project location.
D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

A. Evaluate and visually classify soil samples.
B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
C. Review and analyze the results of the soil testing.
D. Determine engineering properties of the soils and prepare pavement recommendations
E. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 2 days to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 5 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.

COMPENSATION

MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **$28,472.93** Services will be billed as follows: **50% at the start of services and 50% prior to the submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

Task	Qty.	Unit Rate	Estimated Cost
Drilled Borings - In Soil 0 - 50 feet (per foot)	180.00	24.00	4,320.00
Rig Mobilization and Demobilization (per trip)	1.00	390.44	390.44
Trip Charge for Logger (each mile)	32.00	0.80	25.60
Field Coordination - Logger (per hour)	20.00	75.00	1,500.00
Standard Penetration Test (each test)	72.00	12.00	864.00
Field Coordination - Utility Clearance (per hour)	6.00	75.00	450.00
Coring (per day)	0.00	3,000.00	0.00
Soil Backfilling by use of Bentonite (per bag)	6.00	50.00	300.00
Field Engineer (per hour)	4.00	150.00	600.00
Vehicle Trip Charge - Additional (per trip)	0.00	40.00	0.00
Standby Time, Rig plus 2 man crew (per hour)	0.00	235.00	0.00
Sub-Total (Geotechnical Drilling & Field Services)			8,450.04

Material Preparation Time (per hour)	20.00	67.00	1340.00
Moisture Content (each test)	72.00	12.58	905.76
Soil Engineering Technician (per hour)	35.00	58.83	2,059.05
Percent Passing No. 200 Sieve (each test)	12.00	61.00	732.00
California Bearing Ratio (M/D Relationship & 3 Specimens) (each test)	1.00	700.00	700.00
Determination of Optimum Lime Content (each test)	2.00	380.00	760.00
Sulfate Content (each test)	12.00	98.00	1,176.00
Resistivity of Soils (each test)	0.00	194.00	0.00
Atterberg Limits (each test)	24.00	105.67	2,536.08
Sub-Total (Laboratory Testing)			10,208.89

Principal Engineer (per hour)	14.00	180.00	2,520.00
Project Engineer (per hour)	19.00	140.00	2,660.00
Geotechnical Staff (per hour)	18.00	63.00	1,134.00
Staff Engineer (per hour)	28.00	125.00	3,500.00
Sub-Total (Engineering Analysis and Reporting)			9,814.00

The following assumptions were used in preparing the proposal:

- The Client will provide the right-of-entry to conduct the geotechnical engineering services at the subject property.
- MEG's proposal assumes that the reasonably recommended amount of borings and depth will be able to be accomplished with MEG's standard truck mounted drill rig or as otherwise stated herein.
- MEG's proposal assumes that the reasonably recommended laboratory testing will provide sufficient data for the planned development. During the geotechnical drilling activities, if conditions are encountered that changes in the scope of services as provided herein you will be contacted for discussion and approval of any changes prior to MEG is to proceed.
- The total estimated cost and our fee for the geotechnical services does not include the cost for attendance of meetings, conference call attendance, further engineering analysis, review of project documents, depositions, and court appearances beyond those specifically discussed in the scope of services herein. The fees for any additional services will be invoiced with the standard rate of services attached herein.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in **"Scope of Services"** attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a lump sum amount of **$28,472.93** without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 "Additional Services"** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Client: **Short Elliot Hendrickson Inc**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma. P.E./ Manager

Date: 02/05/26

Please address invoice to:	**Please address deliverables and notices to:** **Same as invoice: Yes / No, address to:**
ATTN:	**ATTN:**

The geotechnical engineering report will be transmitted electronically as directed by our CLIENT. This proposal may be executed by signing the ***Authorization for Professional Services*** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 702-4180. Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. AUTHORIZATION TO PROCEED
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. SCOPE OF SERVICES
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

3. OUTSIDE SERVICES
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

4. PROFESSIONAL STANDARDS
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

5. TERMINATION
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. LEGAL EXPENSES
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. LIMITATION OF LIABLITY
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or $142,364.65, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

9. ADDITIONAL SERVICES
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

10. SALES TAX
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

11. TEMINATION FOR NON-PAYMENT OF FEES
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

12. INDEMNIFICATION
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

14. DATA AND INFORMATION

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

15. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

16. INFORMATION MANAGEMENT

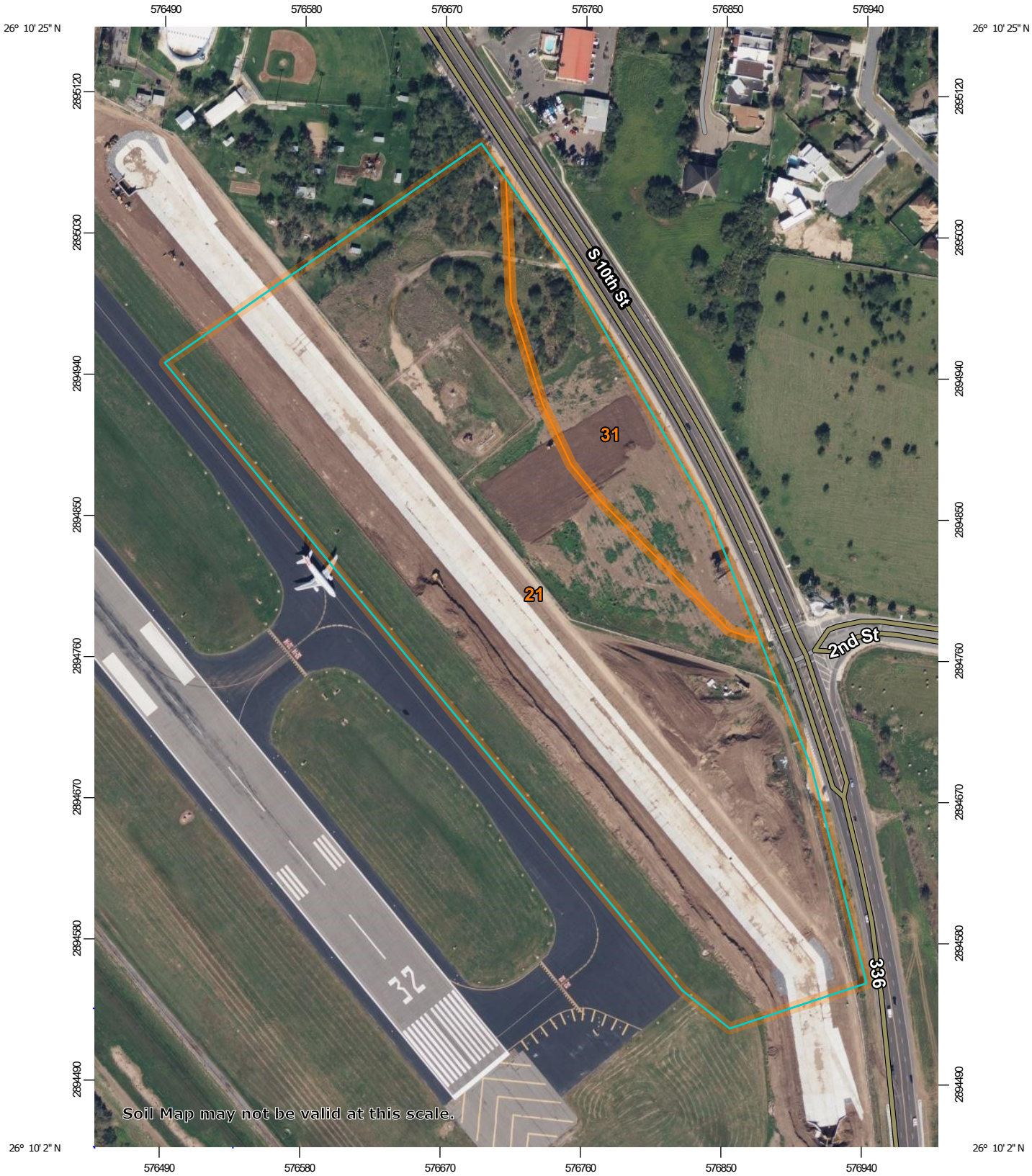
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

17. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Soil Map—Hidalgo County, Texas
(MIA Schedule A and B)



Map Scale: 1:3,490 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	4.A.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Providing for the adoption of the 2024 International Fire Code.

2. Party Making Request: Juan Gloria

3. Applicant: Juan Gloria

4. Nature of Request: Requesting Commission's consideration and approval of an ordinance adopting the 2024 International Fire Code (IFC), with any locally approved amendments, as the City's fire prevention and life safety code.

5. Fiscal Impact Summary: No Fiscal Impact.

6. Budgeted:

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

7. Routing:

Juan Gloria	Created/Initiated - 07/29/2026
Norma Borrego	Final Approval - 07/29/2026

8. Staff Recommendation: Staff recommends approval to adopt an ordinance to implement the 2024 International Fire Code (IFC), with any locally approved amendments, as the City's fire prevention and life safety code.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Fire Department

201 N 21ST ST MCALLEN, TX 78501
P. (956) 681-2500 | F. (956) 681-2519
P.O. BOX 220

MEMORANDUM

DATE: July 29, 2026

TO: Isaac J. Tawil / City manager

FROM: Juan A. Gloria Jr. / Fire Chief

SUBJECT: 2024 International Fire Code Adoption Ordinance

GOAL:

Requesting Commission's consideration and approval of an ordinance adopting the 2024 International Fire Code (IFC), with any locally approved amendments, as the City's fire prevention and life safety code.

EXPLANATION:

The International Fire Code is updated every three years to incorporate advances in fire prevention, life safety, emergency response, and building safety. The 2024 edition includes revisions intended to improve fire protection requirements, address emerging technologies and hazards, and clarify existing code provisions.

Adoption of the updated code will ensure the City maintains current fire safety regulations that protect the public, property, and emergency responders while promoting consistency with nationally recognized fire safety standards.

RECOMMENDATION:

Staff recommends approval to adopt an ordinance to implement the 2024 International Fire Code (IFC), with any locally approved amendments, as the City's fire prevention and life safety code.

Juan A. Gloria Jr. Date: 2026.07.29 09:58:31 -05'00'

ORDINANCE NO. 2026- _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MCALLEN AT CHAPTER 50 ("FIRE PREVENTION AND PROTECTION") ARTICLE III ("FIRE PREVENTION CODE") SECTION 66 ("INTERNATIONAL FIRE CODE ADOPTED; AMENDMENTS; COPIES ON FILE") BY AMENDING THE AFOREMENTIONED ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of McAllen has adopted and currently enforces the 2018 Edition of the International Fire Code, as published by the International Code Council,

WHEREAS, the City of McAllen desires to adopt the latest 2024 International Fire Code which establishes the minimum requirements for providing a reasonable level of life safety and property protection from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises and provides a reasonable level of safety to firefighters and emergency responders during emergency operations,

WHEREAS, it was the intent of the City of McAllen to adopt the 2024 International Fire Code on October 27, 2025 through the adoption of Ordinance 2025-117,

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

SECTION I: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (a) is hereby amended to read:

There is hereby adopted for and by the city, the 2024 International Fire Code, with

all appendices thereto, prepared by the International Code Council, except that:"

SECTION II: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (a) Paragraph (1) is hereby amended to read:

Section 104.10 shall be amended by the addition of the following language at the end thereof:

Such investigation shall be commenced within 24 hours, not including Sunday, of the occurrence of such fire.

SECTION III: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (a) Paragraph (3) is hereby amended to read:

Section 113.3 shall be amended by the addition of the following language at the end thereof:

Members of the Fire Prevention Division may issue citations or file complaints in Municipal Court as necessary for violations of the International Fire Code or this Article. Each violation shall be punishable by payment of a fine not to exceed $500.00 dollars.

SECTION IV: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code

adopted; amendments; copies on file") Subsection (a) Paragraph (4) is hereby amended to read:

Section 304.1.2 shall be amended by the addition of the folowing language at the end thereof:

Accumulations of any type of waste or scrap material shall not be allowed to remain in any location where, in the opinion of the Fire Marshal, they may constitute a fire and life-safety hazard or impede Fire Department operations.

SECTION V: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (a) Paragraph (5) is hereby amended to read:

Section 401.5 shall be amended to read as follows:

False Alarms and Reports. It shall be unlawful for a person, device or system to give, signal or transmit a false fire or medical alarm.

SECTION VI: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (a) Paragraph (13) is hereby amended to read:

Section 5601.1.3 shall be amended to read as follows:

Generally. The manufacture, possession, storage, sale, transportation, use and/or handling of fireworks or pyrotechnic material of any type are prohibited in the City of

McAllen except as noted below:

Exception. Approved events organized and conducted by licensed fireworks and pyrotechnic professionals where all necessary safety precautions are reviewed by the Fire Department and observed on site.

SECTION VII: The Code of Ordinances, City of McAllen, Chapter 50 ("Fire Prevention and Protection"), Article III ("Fire Prevention Code"), Section 66 ("International Fire Code adopted; amendments; copies on file") Subsection (b) is hereby amended to read:

A copy of the 2024 International Fire Code shall be on file in the office of the city secretary and two copies of such code shall be on file in the office of the fire marshal.

SECTION VIII: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with the Code of Ordinances of the City of McAllen, Section 2-56. Publication of ordinances.

SECTION IX: The City Secretary of the City of McAllen is hereby authorized and directed to cause the language in Chapter 50 of the McAllen Code of Ordinances, as amended by Sections I, II, III, IV, V, VI, and VII hereinabove, to be published in the appropriate location in the said Code of Ordinances.

SECTION X: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners, and execution by the Mayor.

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

shall remain in full force and effect, and to that extent this Ordinance is considered severable.

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

SIGNED this ____ day of _____, 2026.

CITY OF McALLEN

By: _____

Javier Villalobos, Mayor

Attest:

_____
Perla Lara, TRMC, City Secretary

Approved as to form:

_____
Austin W. Stevenson, City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	4.B.
	DATE SUBMITTED	07/29/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Providing for a Budget Amendment for General Depreciation Fund Rolling Stock.

2. Party Making Request: Robert Trevino

3. Applicant: Robert Trevino

4. Nature of Request: Public Works on behalf of various departments is seeking approval of a budget amendment for General Depreciation Fund vehicles and equipment awarded and not received in FY24-25.

5. Fiscal Impact Summary:

Police Dept.	**General Depreciation Fund**	**Two (2) Police Packaged Motorcycles**	**678-6382-426-66-14-EC2514**	**$ 56,000**
Police Dept.	**General Depreciation Fund**	**Six (6) Police Packaged Sedans**	**678-6382-426-66-14-EC2515**	**$185,900**
Police Dept.	**General Depreciation Fund**	**Three (3) Full-Size Police Packaged SUV's**	**678-6382-426-66-14-EC2516**	**$222,600**
Police Dept.	**General Depreciation Fund**	**One (1) Mid-Size Police Packaged SUV**	**678-6382-426-66-14-EC2517**	**$ 65,200**
Street Maintenance	**General Depreciation Fund**	**Two (2) Tandem Dump Trucks**	**678-6382-436-66-14-EC2325**	**$303,800**

6. Budgeted: No

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

7. Routing:

Rebeca Cantu-Acevedo	Created/Initiated - 07/29/2026
Robert Trevino	Approved - 07/29/2026
Angie Rodriguez	Denied - 07/30/2026
Sonia Resendez	-
Gerardo Noriega	-
Evaristo Garcia	-
Elvira Alonzo	-

8. Staff Recommendation: Public Works staff recommends approval of a 2025-26 fiscal year General Depreciation Fund budget amendment in the amount of $833,500 for the purchase and payment of twelve (12) Police Packaged vehicles and two (2) tandem dump trucks for the Street Maintenance Department.

9. Advisory Board:

10. City Attorney: Approve -AS

11. Manager's Recommendation: Approve - IJT

City of McAllen
Public Works

Memorandum

TO: Isaac J. Tawil, City Manager

FROM: Roberto Trevino, Jr., CPM, Public Works Director

DATE: July 27, 2026

RE: **Ordinance Providing for a Budget Amendment for General Depreciation Fund Rolling Stock**

GOAL:

Public Works on behalf of various departments is seeking approval of a budget amendment for General Depreciation Fund vehicles and equipment awarded and not received in FY24-25.

BRIEF EXPLANATION OF ITEM(S):

On various dates during the 2023-24 and 2024-25 fiscal years, rolling stock purchase orders were awarded for budgeted vehicles/equipment for various City departments through formal procurement means and approval through City Commission action. As of the end of FY 24-25, twelve (12) Police Packaged vehicles and two (2) tandem dump trucks for the Street Maintenance Department had not been received and were not 'rolled-over' to the current fiscal year through the budget process for the General Depreciation Fund. All vehicles have since been received.

The total amount of the proposed budget amendment for the 2025-26 fiscal year for the General Depreciation Fund vehicles is $833,500.

Department	Fund	Vehicle Type	Project #	Amount
Police Dept.	**General Depreciation Fund**	**Two (2) Police Packaged Motorcycles**	**EC2514**	**$ 56,000**
Police Dept.	**General Depreciation Fund**	**Six (6) Police Packaged Sedans**	**EC2515**	**$185,900**
Police Dept.	**General Depreciation Fund**	**Three (3) Full-Size Police Packaged SUV's**	**EC2516**	**$222,600**
Police Dept.	**General Depreciation Fund**	**One (1) Mid-Size Police Packaged SUV**	**EC2517**	**$ 65,200**
Street Maintenance	**General Depreciation Fund**	**Two (2) Tandem Dump Trucks**	**EC2325**	**$303,800**

OPTIONS:

1. Approval of proposed budget amendment.
2. Rejection of proposed budget amendment.

RECOMMENDATION:

Public Works staff recommends approval of a 2025-26 fiscal year General Depreciation Fund budget amendment in the amount of $833,500 for the purchase and payment of twelve (12) Police Packaged vehicles and two (2) tandem dump trucks for the Street Maintenance Department.

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF MCALLEN FOR THE FISCAL YEAR 2025-2026 EFFECTIVE OCTOBER 1, 2025, BY PROVIDING FOR A BUDGET AMENDMENT FOR GENERAL DEPRECIATION FUND ROLLING STOCK FOR VEHICLES AND EQUIPMENT AWARED BUT NOT RECEIVED IN FISCAL YEAR 2023-24 AND FISCAL YEAR 2024-25 IN THE AMOUNT OF $833,500.00 TO REFLECT PAYMENT OF FY2023-24 AND FY 2024-25 ROLLING STOCK RECEIVED IN THE 2025-26 FISCAL YEAR

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2025-2026 beginning October 1, 2025 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2025-2026 budget but have been received by the governmental body since that date.

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

SECTION I: The Budget for the City of McAllen for the Fiscal Year 2025-2026 which became effective October 1, 2025, as set out in Ordinance 2025-101 adopted on September 22, 2025, is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

SECTION IV: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with the Code of Ordinances

of the City of McAllen Section 2-56. Publication of ordinances.

SECTION V: The City Secretary of the City of McAllen is hereby directed not to publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

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

CONSIDERED, PASSED and APPROVED on August 10, 2026, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas, at which a quorum was present, and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED on August 11, 2026.

CITY OF McALLEN, TEXAS

_____
Javier Villalobos, Mayor

Attest:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

BUDGET AMENDMENT REQUEST FORM

FUND: General Depreciation Fund
DEPARTMENT: Various
FISCAL YEAR: FY25-26

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

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
678	6382	426	66-14	EC2514	Police - Police Motorcycles (2)	$ -	$ 56,000	$ 56,000
678	6382	426	66-14	EC2515	Police - Police Packaged Sedan (6)	$ -	$ 185,900	$ 185,900
678	6382	426	66-14	EC2516	Police - Full-Size Police Packaged SUVs (3)	$ -	$ 222,600	$ 222,600
678	6382	426	66-14	EC2517	Police - Mid Size Police Packaged SUV (1)	$ -	$ 65,200	$ 65,200
678	6382	436	66-14	EC2325	Street Maintenance - Tandem Dump Trucks (2)	$ -	$ 303,800	$ 303,800
678	0000	280	02-00		General Depreciation Fund Balance (Don't Post)	$ 14,386,617	$ (833,500)	$ 13,553,117
								-
					TOTALS	**$ 14,386,617**	**$ -**	**$ 14,386,617**

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

Budget amendment is requested to reflect payment of FY2024-25 and prior fiscal year rolling stock received in the current fiscal year.

City Manager

Signature **Date**

Office of Management & Budget

Signature **Date**

Finance

Signature **Date**

Revised : 10/11/2019

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	5.A.
	DATE SUBMITTED	07/27/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration of a variance request for a cul-de-sac street to exceed the maximum length allowed for proposed Stonegate at Jackson Subdivision, Hidalgo County, Texas; 3912 S. Jackson Road. **VAR2026-0025**

2. Party Making Request: Omar Sotelo

3. Applicant: Melden and Hunt Inc.

4. Nature of Request: Consideration of a variance request for a cul-de-sac street to exceed the maximum length allowed for proposed Stonegate at Jackson Subdivision, Hidalgo County, Texas; 3912 S. Jackson Road. **VAR2026-0025**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/27/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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, Planning Director

DATE: August 10, 2026

SUBJECT: CONSIDERATION OF A VARIANCE REQUEST FOR A CUL-DE-SAC STREET TO EXCEED THE MAXIMUM LENGTH ALLOWED FOR PROPOSED STONEGATE AT JACKSON SUBDIVISION, HIDALGO COUNTY, TEXAS; 3912 S. JACKSON ROAD.

Stonegate at Jackson Subdivision is a proposed 22-lot single family home subdivision. The subject property is located on the west side of S. Jackson Road approximately 1,600 ft south of E. El Rancho Road. Across to the east of S. Jackson Road is the city limits of Pharr. Surrounding land uses include vacant land and single-family homes.

The project engineer, on behalf of the developer submitted a variance request regarding the maximum cul-de-sac street length allowed.

The Variance request is from Section 134-105 of the subdivision ordinance which indicates that a cul-de-sac street should not exceed 600 ft. The proposed length is approximately 807 feet.

Staff and the development team reviewed the variance request and had no objections.

RECOMMENDATION:
The Planning and Zoning Commission considered the subdivision in revised preliminary form at the meeting of July 21, 2026. Following discussion, the board approved the subdivision in revised preliminary form subject to conditions, drainage, and utility approval and recommended approval of the variance request. There were four members present and voting.

OPTIONS:

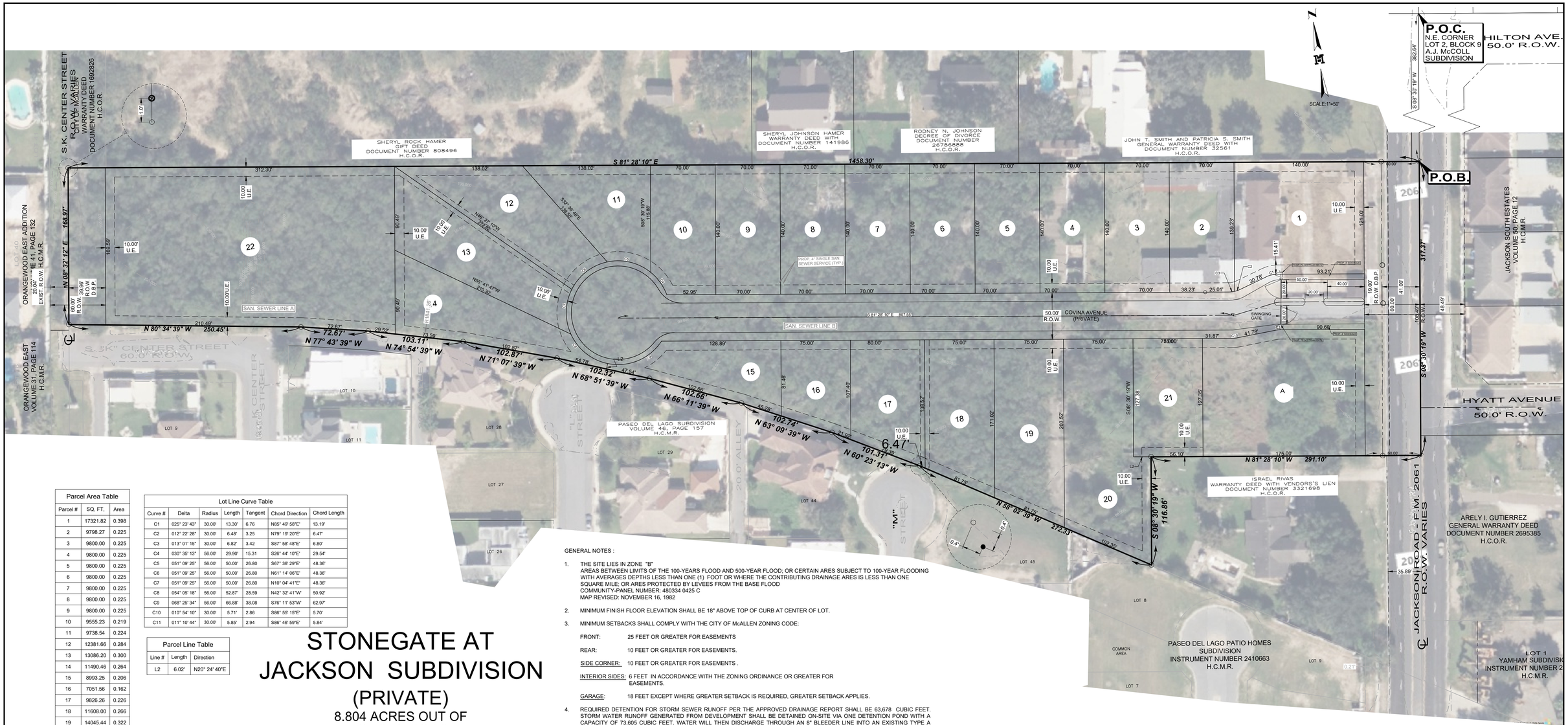
1. Approve the variances as requested by the applicant and recommended by the Planning and Zoning Commission.
2. Disapprove the variance requests.
3. Table the variance request for additional information

CITY OF McALLEN

Planning & Zoning Commission Meeting

Subdivision Name	*Stonegate at Jackson Subdivision*
Owner Name	*Skyline Valley Development. LLC*
Engineering Firm	*Melden & Hunt, Inc*
Existing Zoning	*R-1 (Single Family Residential)*
Proposed Zoning	*R-3 (High-Density Residential)*
Number of Lots	*24*

City of McAllen Planning Department



Parcel Area Table		
Parcel #	SQ. FT.	Area
1	17321.82	0.398
2	9798.27	0.225
3	9800.00	0.225
4	9800.00	0.225
5	9800.00	0.225
6	9800.00	0.225
7	9800.00	0.225
8	9800.00	0.225
9	9800.00	0.225
10	9555.23	0.219
11	9738.54	0.224
12	12381.66	0.284
13	13086.20	0.300
14	11490.46	0.264
15	8993.25	0.206
16	7051.56	0.162
17	9826.26	0.226
18	11608.00	0.266
19	14045.44	0.322
20	18613.97	0.427
21	9551.73	0.219
22	54002.74	1.240
CA-A	23341.13	0.536

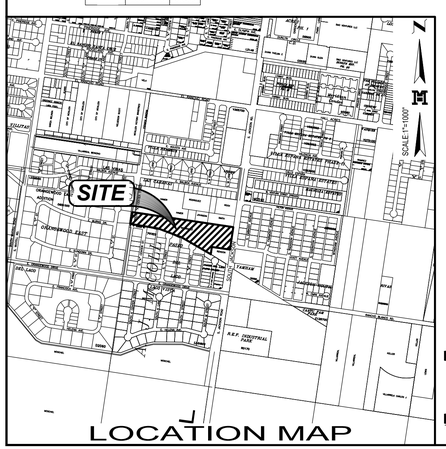
Lot Line Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	025° 23' 43"	30.00'	13.30'	6.76	N85° 49' 58"E	13.19'
C2	012° 22' 28"	30.00'	6.48'	3.25	N79° 19' 20"E	6.47'
C3	013° 01' 15"	30.00'	6.82'	3.42	S87° 58' 48"E	6.80'
C4	030° 35' 13"	56.00'	29.90'	15.31	S26° 44' 10"E	29.54'
C5	051° 09' 25"	56.00'	50.00'	26.80	S67° 36' 29"E	48.36'
C6	051° 09' 25"	56.00'	50.00'	26.80	N61° 14' 06"E	48.36'
C7	051° 09' 25"	56.00'	50.00'	26.80	N10° 04' 41"E	48.36'
C8	054° 05' 18"	56.00'	52.87'	28.59	N42° 32' 41"W	50.92'
C9	068° 25' 34"	56.00'	66.88'	38.08	S76° 11' 53"W	62.97'
C10	010° 54' 10"	30.00'	5.71'	2.86	S86° 55' 15"E	5.70'
C11	011° 10' 44"	30.00'	5.85'	2.94	S86° 46' 59"E	5.84'

Parcel Line Table		
Line #	Length	Direction
L2	6.02'	N20° 24' 40"E

STONEGATE AT JACKSON SUBDIVISION

(PRIVATE)

8.804 ACRES OUT OF
LOT 2, BLOCK 9,
A.J. McCOLL SUBDIVISION
VOLUME 21, PAGE 598 H.C.D.R.
HIDALGO COUNTY, TEXAS



LEGEND

- ● FOUND No.4 REBAR
- ⊗ FOUND No.5 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
U.E. - UTILITY EASEMENT DEDICATE BY PLAT
D.B.P. - DEDICATE BY PLAT
℄ - CENTER LINE

DRAWN BY:	L.H.	DATE:	05/26/2026
REVISED BY:		DATE:	
SURVEYED/CHECKED:		DATE:	
FINAL CHECK:		DATE:	

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
TBPLS No. 10096900

GENERAL NOTES :

1. THE SITE LIES IN ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEARS FLOOD AND 500-YEAR FLOOD; OR CERTAIN ARES SUBJECT TO 100-YEAR FLOODING WITH AVERAGES DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE ARES IS LESS THAN ONE SQUARE MILE; OR ARES PROTECTED BY LEVEES FROM THE BASE FLOOD
COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.

3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF McALLEN ZONING CODE:

FRONT: 25 FEET OR GREATER FOR EASEMENTS

REAR: 10 FEET OR GREATER FOR EASEMENTS.

SIDE CORNER: 10 FEET OR GREATER FOR EASEMENTS .

INTERIOR SIDES: 6 FEET IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS.

GARAGE: 18 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.

4. REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 63,678 CUBIC FEET. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE VIA ONE DETENTION POND WITH A CAPACITY OF 73,605 CUBIC FEET. WATER WILL THEN DISCHARGE THROUGH AN 8" BLEEDER LINE INTO AN EXISTING TYPE A INLET LOCATED ON THE EAST SIDE OF SOUTH JACKSON ROAD.

5. CITY OF McALLEN BENCHMARK: "MC 68" FROM THE CITY OF McALLEN G.P.S. REFERENCE MARKS LIST PREPARED BY GLICK, LINN ON OCTOBER 06, 1999. BEING LOCATED ON NORTHEAST CORNER OF THE INTERSECTION OF JACKSON ROAD & EL DORA ROAD. 30" ALUM. PIPE WITH A 3 $\frac{1}{2}$" BRASS MONUMENT CAP ON TOP AT ELEVATION = 111.23, NORTHING: 16608729.2851, EASTING: 1082910.61419 (NAVD88).

6. NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.

7. 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG SOUTH JACKSON ROAD, A 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG BOTH SIDES OF ALL INTERNAL STREETS AND ALONG S K CENTER STREET.

8. 25 FT. x 25 FT. SIGHT OBSTRUCTION EASEMENT REQUIRED AT ALL STREET INTERSECTIONS.

9. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES AND ALONG SOUTH JACKSON ROAD AND S K CENTER STREET.

10. AN 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

11. SET No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL LOT CORNERS.

12. COMMON OR DETENTION AREAS, ANY PRIVATE STREET/ALLEYS, AND/OR GATES MUST MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.

13. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG SOUTH JACKSON ROAD.

14. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR THE STONEGATE AT JACKSON SUBDIVISION RECORDED UNDER DOCUMENT NUMBER _____, HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNERS ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF McALLEN SHALL BE RESPONSIBLE OF INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCE OF THE CITY OF McALLEN, INCLUDING BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS. ANY AMENDMENT TO DECLARATION THAT CONFLICT WITH THE REQUIREMENTS OF SECTION 134-168 SHALL BE NULL & VOID.

15. COMMON AREA "A" IDENTIFIED AS DETENTION AREAS, ANY PRIVATE STREETS/DRIVES, MAIL CENTER ETC. MUST BE MAINTAINED BY THE DEVELOPER WHO MAY TRANSFER SUCH MAINTENANCE OBLIGATION TO THE SUBDIVISION HOMEOWNER'S ASSOCIATION, STONEGATE AT JACKSON SUBDIVISION HOMEOWNER'S ASSOCIATION, UPON CONVEYANCE OF TITLE TO THE SAME, THEIR SUCCESSORS AND ASSIGNEES, AND NOT BY THE CITY OF McALLEN, NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED IN COMMON AREA "A", WHICH SHALL BE USED EXCLUSIVELY AS DETENTION AREAS. AFTER COMMON AREA "A" TRANSFER OF TITLES TO STONEGATE AT JACKSON SUBDIVISION HOMEOWNER'S ASSOCIATION THE SUBDIVISION LOT OWNER'S PRO RATA SHARES OF THE COST OF MAINTENANCE SHALL BE DETERMINED BY THE STONEGATE AT JACKSON SUBDIVISION HOMEOWNER'S ASSOCIATION. FAILING IN SUCH MAINTENANCE OBLIGATIONS, THE CITY OF McALLEN MAY, BUT SHALL NOT BE REQUIRED TO MAINTAIN THE SAME AT THE LOT OWNER'S COST, WHICH COST MAY BECOME A LIEN AGAINST THEIR PROPERTIES. PRIOR TO THE IMPOSITION OF ANY LIEN, THE CITY SHALL FIRST COMPLY WITH NOTICE REQUIREMENTS SIMILAR TO THOSE UNDER EXISTING ORDINANCE SECTION 134-168(d), AS THE SAME MAY BE AMENDED. THE SPECIFIC AND EXCLUSIVE USE OF COMMON AREA "A" THE OWNER'S MAINTENANCE OBLIGATION, AND THE CONSEQUENCES OF FAILURE TO MAINTAIN SHALL BE INCORPORATED INTO ANY DEED OR INSTRUMENT OF CONVEYANCE AS A DEED RESTRICTION. RECORDED IN INSTRUMENT No._____ OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

STONEGATE AT JACKSON SUBDIVISION

(PRIVATE)

8.804 ACRES OUT OF
LOT 2, BLOCK 9,
A.J. McCOLL SUBDIVISION

VOLUME 21, PAGE 598 H.C.D.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A TRACT OF LAND CONTAINING 8.804 ACRES SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OUT OF LOT 2, BLOCK 9, A.J. McCOLL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, HIDALGO COUNTY DEED RECORDS, WHICH SAID 8.804 ACRES WERE CONVEYED TO JOSEPHINA RODRIGUEZ BY VIRTUE OF A WARRANTY DEED, RECORDED UNDER DOCUMENT NUMBERS 651570 AND 651571, HIDALGO COUNTY OFFICIAL RECORDS, SAID 8.804 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 9 AND WITHIN THE EXISTING RIGHT-OF-WAY OF JACKSON ROAD;

THENCE, S 08° 30' 19" W ALONG THE EAST LINE OF SAID LOT 2, BLOCK 9 AND WITHIN THE EXISTING RIGHT-OF-WAY OF JACKSON ROAD, A DISTANCE OF 382.64 FEET TO A NAIL SET AT THE SOUTHEAST CORNER OF A CERTAIN TRACT CONVEYED TO JOHN T. SMITH AND PATRICIA S. SMITH BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 32561, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING, OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 30' 19" W ALONG THE EAST LINE OF SAID LOT 2, BLOCK 9, AND WITHIN THE EXISTING RIGHT-OF-WAY OF JACKSON ROAD, A DISTANCE OF 317.37 FEET TO A NAIL SET, FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 28' 10" W AT A DISTANCE OF 41.10 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF JACKSON ROAD, CONTINUING A TOTAL DISTANCE OF 291.10 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, S 08° 30' 19" W A DISTANCE OF 116.86 FEET TO A NO. 4 REBAR SET ON THE NORTH LINE OF PASEO DEL LAGO PATIO HOMES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2410663, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 58° 02' 39" W ALONG THE NORTH LINES OF SAID PASEO DEL LAGO PATIO HOMES SUBDIVISION AND PASEO DEL LAGO SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 46, PAGE 157, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 92.57 FEET PASS THE NORTHWEST CORNER OF SAID PASEO DEL LAGO PATIO HOMES SUBDIVISION AND THE NORTHEAST CORNER OF SAID PASEO DEL LAGO SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 272.33 FEET TO A NO. 4 REBAR SET FROM WHICH A NO. 4 REBAR FOUND BEARS S 13° 28' 31" E A DISTANCE OF 0.55 FEET, FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 60° 23' 13" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 101.31 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 63° 09' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 102.74 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, N 66° 11' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 102.66 FEET TO A N O. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
8. THENCE, N 68° 51' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 102.32 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, N 71° 07' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 102.87 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
10. THENCE, N 74° 54' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, AT A DISTANCE OF 35.85 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 103.11 FEET TO A NO. 4 REBAR, FOR AN INSIDE CORNER OF THIS TRACT;
11. THENCE, N 77° 43' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 72.67 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
12. THENCE, N 80° 34' 39" W CONTINUING ALONG THE NORTH LINE OF SAID PASEO DEL LAGO SUBDIVISION, A DISTANCE OF 250.45 FEET TO A NO. 4 REBAR SET AT THE NORTHWEST CORNER OF SAID PASEO DEL LAGO SUBDIVISION AND WEST LINE OF SAID LOT 2, BLOCK 9, FOR THE SOUTHWEST CORNER OF THIS TRACT;
13. THENCE, N 08º 32' 12" E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 9, A DISTANCE OF 168.97 FEET TO A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF A CERTAIN TRACT CONVEYED TO THE CITY OF MCALLEN BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1692826, HIDALGO COUNTY OFFICIAL RECORDS, FROM WHICH A NO. 4 REBAR FOUND BEARS N 08° 32' 12" E A DISTANCE OF 1.00 FEET, FOR THE NORTHWEST CORNER OF THIS TRACT;
14. THENCE, S 81° 28' 10" E ALONG THE SOUTH LINE OF SAID CERTAIN TRACT CONVEYED TO THE CITY OF MCALLEN, AT A DISTANCE OF 40.87 FEET PASS THE SOUTHEAST CORNER OF SAID CERTAIN TRACT CONVEYED TO THE CITY OF MCALLEN AND THE SOUTHWEST CORNER OF A CERTAIN TRACT CONVEYED TO SHERYL ROCK HAMER BY VIRTUE OF A GIFT DEED RECORDED UNDER DOCUMENT NUMBER 808496, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 738.14 FEET PASS THE SOUTHEAST CORNER OF SAID CERTAIN TRACT CONVEYED TO SHERYL ROCK HAMER AND A CERTAIN TRACT CONVEYED TO SHERYL JOHNSON HAMER BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 141986, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 848.14 FEET PASS THE SOUTHEAST CORNER OF SAID CERTAIN TRACT CONVEYED TO SHERYL JOHNSON HAMER AND THE SOUTHWEST CORNER OF A CERTAIN TRACT CONVEYED TO RODNEY N. JOHNSON BY VIRTUE OF A DECREE OF DIVORCE RECORDED UNDER DOCUMENT NUMBER 2678688, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 1,026.14 FEET PASS THE SOUTHEAST CORNER OF SAID CERTAIN TRACT CONVEYED TO RODNEY N. JOHNSON AND THE SOUTHWEST CORNER OF SAID CERTAIN TRACT CONVEYED TO JOHN T. SMITH AND PATRICIA S. SMITH, AT A DISTANCE OF 1,417.21 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF JACKSON ROAD, CONTINUING A TOTAL DISTANCE OF 1,458.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.804 ACRES OF WHICH 0.299 OF ONE ACRE WHICH LIES WITHIN THE EXISTING RIGHT-OF-WAY OF JACKSON ROAD LEAVING A NET OF 8.505 ACRES OF LAND, MORE OR LESS.

DRAWN BY: L.H.	DATE: 05/26/2026
REVISED BY:	DATE:
SURVEYED/CHECKED:	DATE:
FINAL CHECK:	DATE:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10096900
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

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

MAYOR, CITY OF McALLEN DATE

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

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER DATE

THE STATE OF TEXAS
COUNTY OF BEXAR

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE STONEGAT AT JACKSON SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

SKYLINE VALLEY DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

HECTOR MANUEL JARAMILLO LOPEZ
MANAGER
2310 BROCK STREET
MISSION, TEXAS 78572 DATE

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HECTOR JARAMLLO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND

SEAL OF OFFICE, THIS THE _____ DAY OF _____ , 20 _____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA, LICENSED PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 05/26/2026
DATE REVISED:
ENGINEERING JOB # 25051.00

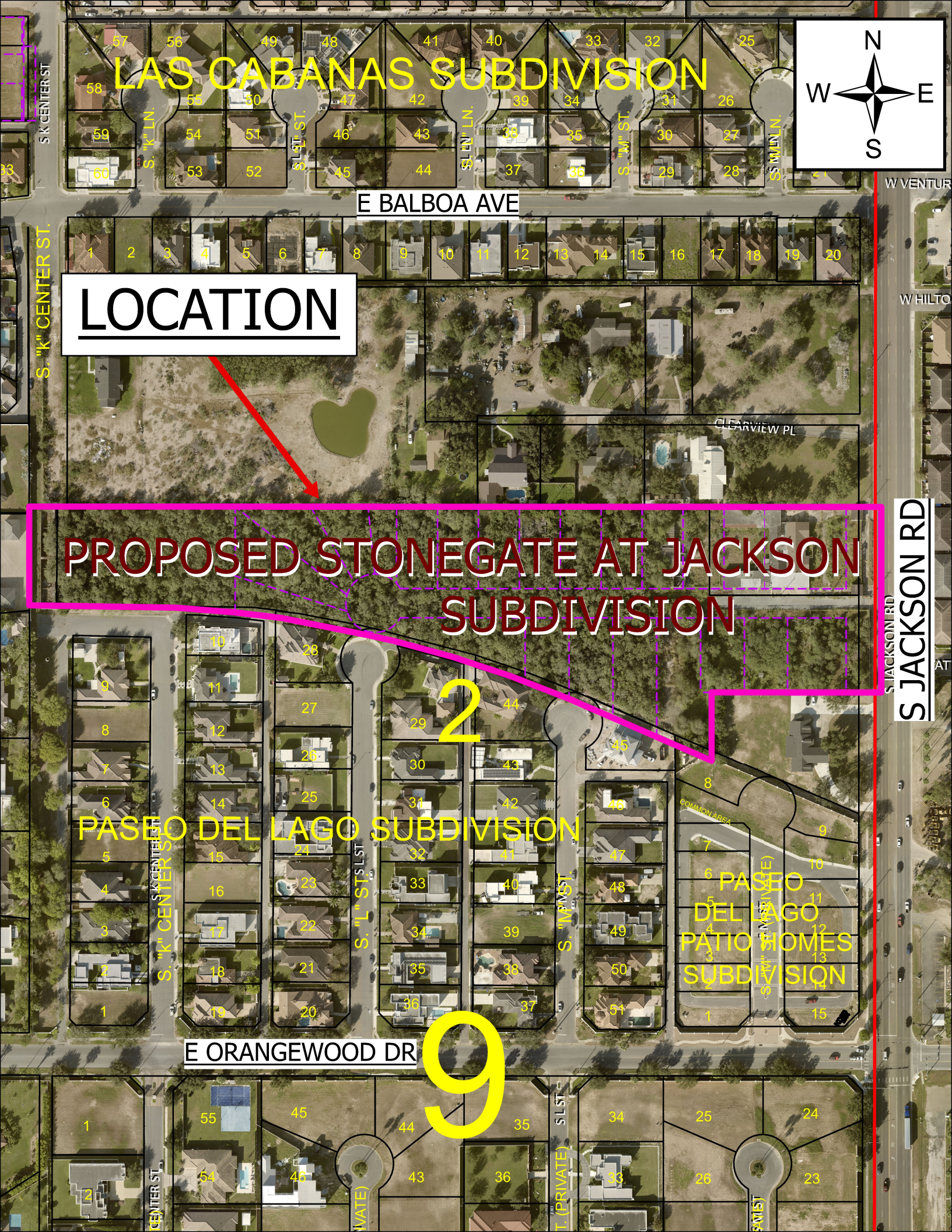
STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF STONEGATE AT JACKSON SUBDIVISION , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 09-29-2023, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

ROBERTO N. TAMEZ, REGISTERED
PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS
DATE SURVEYED: 09-29-2023
SURVEY JOB No. 23699.08 DATE:

ROBERTO N. TAMEZ
6238


LAS CABANAS SUBDIVISION
N
W
E
S
S K CENTER ST
S. "K" LN.
S. "L" ST.
S. "L" LN.
S. "M" ST.
S. "M" LN.
W VENTUR
E BALBOA AVE
S. "K" CENTER ST.
LOCATION
W HILTO
CLEARVIEW PL
PROPOSED STONEGATE AT JACKSON SUBDIVISION
S JACKSON RD
2
PASEO DEL LAGO SUBDIVISION
S. "K" CENTER ST
S. "L" ST
S. "M" ST.
COMMON AREA
PASEO DEL LAGO PATIO HOMES SUBDIVISION
E ORANGEWOOD DR
9

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	5.B.
	DATE SUBMITTED	07/27/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration of a variance request to not provide for the East-West ¼ Mile Collector Street for the proposed Sustaita Logistics Subdivision Phase I, Hidalgo County, Texas; 4901 S. Old 10th Street. **VAR2026-0028**

2. Party Making Request: Omar Sotelo

3. Applicant: Victor Trevino

4. Nature of Request: Consideration of a variance request to not provide for the East-West ¼ Mile Collector Street for the proposed Sustaita Logistics Subdivision Phase I, Hidalgo County, Texas; 4901 S. Old 10th Street. **VAR2026-0028**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/27/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

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, Planning Director

DATE: August 10, 2026

SUBJECT: CONSIDERATION OF A VARIANCE REQUEST TO NOT PROVIDE FOR THE EAST-WEST ¼ MILE COLLECTOR STREET FOR THE PROPOSED SUSTAITA LOGISTICS SUBDIVISION PHASE I, HIDALGO COUNTY, TEXAS; 4901 S. OLD 10TH STREET.

Sustaita Logistics Subdivision Phase I is a proposed one-lot industrial subdivision and is zoned I-1 (Light Industrial-UDC) District. The subject property is located on the west side of S. 10th street, approximately 1,500 ft north of Military Highway. Surrounding land uses include vacant land and industrial developments.

The project engineer, on behalf of the owner, submitted a variance request to not provide for the East-West ¼ Mile Collector Street (south boundary) for the proposed Sustaita Logistics Subdivision Phase I Subdivision.

Variance request is from Sections 134-105(c), 134-105(h), and Section 134-105(j)(2) of the Subdivision Ordinance. These sections state that the arrangement of streets within a subdivision shall provide for the proper projection of streets into adjoining unsubdivided areas. Additionally, the ordinance requires that collector streets be provided as referenced in the City's Thoroughfare Plan, with a minimum right-of-way width of 60 feet and pavement width as specified by the city. The basis for this request is that the collector street will potentially increase traffic conflicts and safety concerns to 10th street.

Staff and the development team reviewed the variance request and recommended approval of the request. The East-West ¼ Mile Collector is not recommended in this area due to roadway curvature along S. 10th Street.

RECOMMENDATION:
The Planning and Zoning Commission considered the subdivision in revised preliminary form at the meeting of July 21, 2026. Following discussion, the board approved the subdivision in revised preliminary form subject to conditions, drainage, and utility approval and recommended approval of the variance request. There were four members present and voting.

OPTIONS:

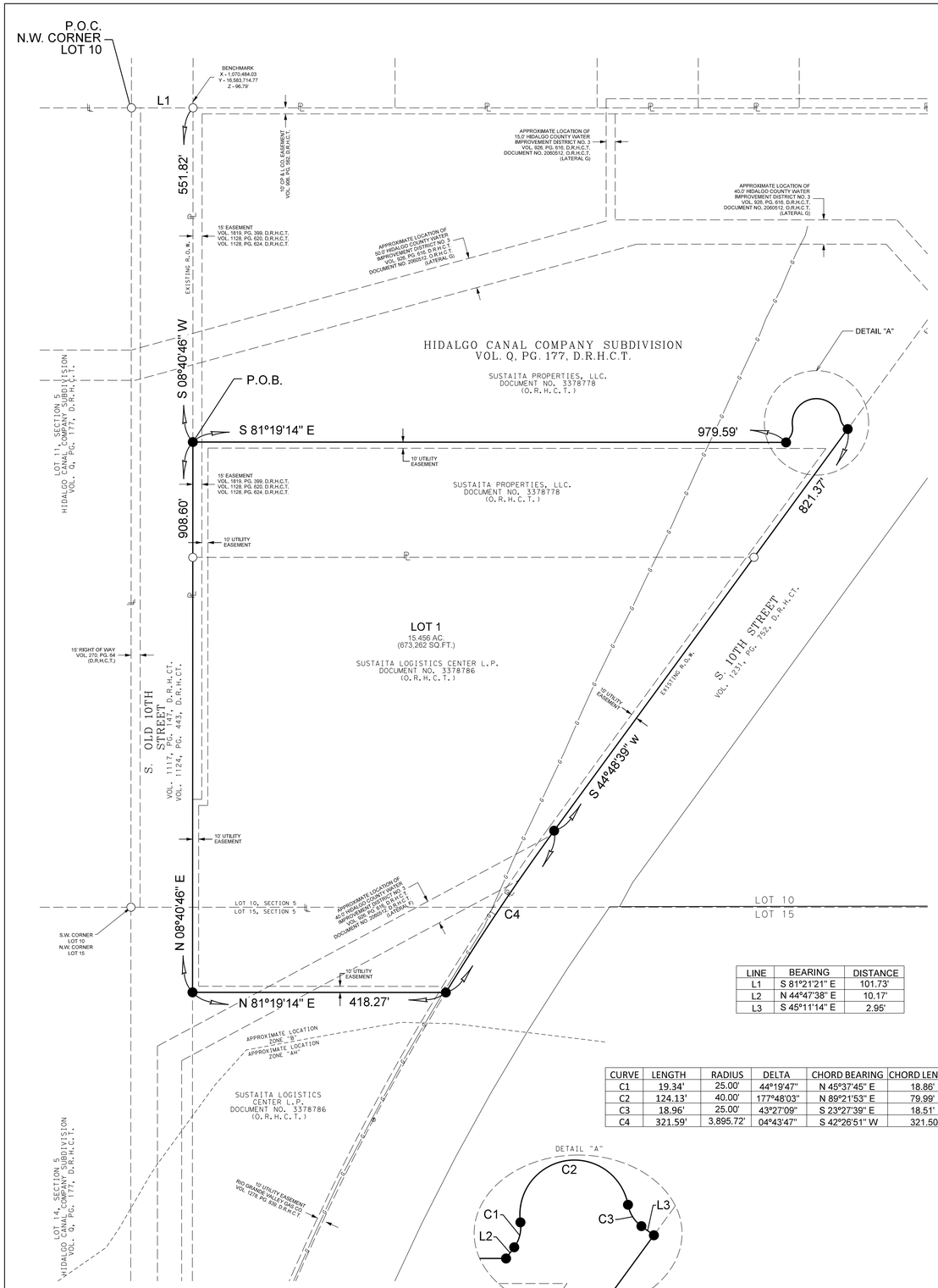
1. Approve the variances as requested by the applicant and recommended by the Planning and Zoning Commission.
2. Disapprove the variance requests.
3. Table the variance request for additional information

CITY OF McALLEN

Planning & Zoning Commission Meeting

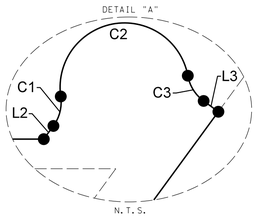
Subdivision Name	*Sustaita Logistics Subdivision Phase I*
Owner Name	*Sustaita Logistics Center, L.P.*
Engineering Firm	*South Texas Infrastructure Group*
Existing Zoning	*I-1 (light Industrial)*
Proposed Zoning	*I-1 (Light Industrial)*
Number of Lots	*1*

City of McAllen Planning Department



LINE	BEARING	DISTANCE
L1	S 81°21'21" E	101.73'
L2	N 44°47'38" E	10.17'
L3	S 45°11'14" E	2.95'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	19.34'	25.00'	44°19'47"	N 45°37'45" E	18.86'
C2	124.13'	40.00'	177°48'03"	N 89°21'53" E	79.99'
C3	18.96'	25.00'	43°27'09"	S 23°27'39" E	18.51'
C4	321.59'	3,895.72'	04°43'47"	S 42°26'51" W	321.50'



HIDALGO COUNTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF SUSTAITA LOGISTICS PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF SUSTAITA LOGISTICS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

CITY OF MCALLEN

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

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

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

_____
DATE:

CERTIFICATION OF THE MAYOR OF THE CITY OF MCALLEN

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

_____
MAYOR, CITY OF MCALLEN

_____
DATE:

OWNER ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

THE UNDERSIGNED OWNER(S) OF THE REAL PROPERTY THE SUBJECT OF THIS PLAT, AND DESIGNATED HEREIN AS SUSTAITA LOGISTICS PHASE I SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC FOREVER THOSE PORTIONS OF THE SUBDIVISION DESIGNATED AS STREETS, ALLEYS, PARKS, WATERCOURSES AND DRAINS, EXCEPT THAT THE UNDERSIGNED SHALL MAINTAIN ALL MEDIAN ISLANDS SHOWN ON THE PLAT, IF ANY, AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PALMVIEW, TEXAS FROM ANY LIABILITY ARISING FROM THE EXISTENCE OF SAID MEDIAN ISLAND.

_____ _____
SUSTAITA PROPERTIES, LLC DATE
EVERARDO SUSTAITA
9100 S. ASUTIN DRIVE PHARR,
TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED SAUL ORTEGA, KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC
FOR AND IN THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

ENGINER & SURVEYOR CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, VICTOR H. TREVIÑO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON JULY 1, 2023 UNDER MY DIRECTION.

_____
VICTOR H. TREVIÑO, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6968

STATE OF TEXAS
VICTOR HUGO TREVIÑO
128195
PROFESSIONAL ENGINEER

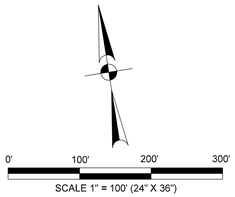
STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, VICTOR H. TREVIÑO, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 128195, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
VICTOR H TREVIÑO, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 128195

STATE OF TEXAS
REGISTERED
VICTOR H. TREVINO
6968
PROFESSIONAL
LAND SURVEYOR



LEGEND:

SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR.", UNLESS OTHERWISE NOTED	○
OFFICIAL RECORDS HIDALGO COUNTY TEXAS	O.R.H.C.T.
MAP RECORDS HIDALGO COUNTY TEXAS	M.R.H.C.T.
DEED RECORDS HIDALGO COUNTY TEXAS	D.R.H.C.T.
RIGHT-OF-WAY	R.O.W.
HIDALGO COUNTY DRAINAGE DISTRICT	H.C.D.D.
UTILITY EASEMENT	U.E.

LOCATION MAP
SCALE: 1:2000

GENERAL NOTES

1. FLOOD ZONE STATEMENT:
ZONE "B" & ZONE "AH"
ZONE "B" AREAS BETWEEN LIMITS 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
ZONE "AH" AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO HAZARD FACTORS ARE DETERMINED. BASE FLOOD ELEVATION = 95 FEET.

COMMUNITY PANEL NO. 4480334 0425 C, REVISED NOVEMBER 16, 1982.

2. SETBACK LINES TO BE AS PER CITY OF MCALLEN ZONING ORDINANCE :

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT OR 120.30 WHICHEVER IS GREATER.

4. CITY OF McALLEN BENCHMARK: "MC 94" FROM THE CITY OF McALLEN G.P.S. REFERENCE MARKS LIST PREPARED BY GLICK, LINN, OFFICE, PEDRO ON AGUST 10, 1999. BEING LOCATED INSIDE WEST BOUND OF OLD 10TH ST, CLOSE NORTH OF FM 1016, 30' ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP AT ELEVATION = 95.77 FEET (NAVD88).

BM-1

5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.3).

HIDALGO COUNTY DRAINGE DISTRICT NO. 1

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE

HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 ON THIS THE _____ DAY OF _____, 20_____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO 3 RIGHT OF WAYS OR EASEMENTS APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A CONVEYANCE, WAIVER OR ABANDONMENT OF ANY PROPERTY INTEREST HELD BY THE DISTRICT IN THE PROPERTY SHOWN ON THE PLAT, OR THE ACCEPTANCE OR APPROVAL OF THE ACCURACY OF ANY STATEMENT, DIMENSION OR DESCRIPTION SHOWN ON THE PLAT.

_____ _____
O. BRAND JR, PRESIDENT MARK FREELAND, SECRETARY

METES AND BOUNDS

BEING A 15.456 ACRE TRACT OF LAND OUT OF A PART OR PORTION OUT OF LOT 10 AND 15, SECTION 5, HIDALGO CANAL COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME Q PAGE 177, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED BY "WARRANTY DEED VENDOR'S LIEN" TO SUSTAITA LOGISTICS CENTER L.P., AS DESCRIBED IN DOCUMENT NUMBER 3378786 AND CONVEYED BY "WARRANTY DEED" TO SUSTAITA PROPETIES LLC., AS DESCRIBED IN DOCUMENT NUMBER 3378778 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SAID 15.456 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, SECTION 5, AND WITHIN THE RIGHT-OF-WAY OF SOUTH OLD 10TH STREET (R.O.W. VARIES) THENCE, SOUTH 81°21'21" EAST, A DISTANCE OF 101.73 FEET, ALONG THE NORTH LINE OF SAID LOT 10 WITHIN SAID EXISTING SOUTH OLD 10TH STREET (R.O.W. VARIES), TO A 1 INCH IRON PIPE FOUND ON THE EAST LINE OF SAID SOUTH OLD 10 STREET (R.O.W. VARIES), AND SAID SUSTAITA PROPETIES LLC., TRACT, THENCE, SOUTH 08°40'46" WEST, A DISTANCE OF 551.82 FEET, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SOUTH OLD 10TH STREET (R.O.W. VARIES), TO 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "ROWSS PROP COR" SET FOR THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 81°19'14" EAST A DISTANCE OF 979.59 FEET, WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 44° 47' 38" EAST A DISTANCE OF 10.17 FEET, CONTINUING WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET A POINT OF CURVATURE TO THE LEFT AND ALSO BEING A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, AND ALSO BEING ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 19.34 FEET, A DELTA OF 44°19'47", A CHORD BEARING OF N 45°37'45" E, AND A CHORD DISTANCE OF 18.86 FEET, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET A POINT OF CURVATURE TO THE RIGHT AND ALSO BEING A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, AND ALSO BEING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00', AN ARC LENGTH OF 124.13 FEET, A DELTA OF 177°48'03", A CHORD BEARING OF N 89°21'53" E, AND A CHORD DISTANCE OF 79.99 FEET, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET A POINT OF CURVATURE TO THE LEFT AND ALSO BEING A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, AND ALSO BEING ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 18.96 FEET, A DELTA OF 43°27'09", A CHORD BEARING OF S 23°27'09" E, AND A CHORD DISTANCE OF 18.51 FEET, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 45°11'14" EAST A DISTANCE OF 2.95 FEET, CONTINUING WITHIN SAID SUSTAITA PROPETIES LLC., TRACT, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (R.O.W. VARIES), AS DESCRIBED IN VOLUME 1231, PAGE 752, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 44° 48' 39" WEST, A DISTANCE OF 262.20 FEET, ALONG THE EXITING WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (R.O.W. VARIES), PASS A 1/2-INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID SUSTAITA LOGISTICS CENTER L.P., TRACT, CONTINUING A TOTAL DISTANCE OF 821.37 FEET, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET A POINT OF CURVATURE TO THE LEFT AND ALSO BEING A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (R.O.W. VARIES) AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 3,895.72', AN ARC LENGTH OF 321.59 FEET, A DELTA OF 04°43'47", A CHORD BEARING OF S 42°26'51" W, AND A CHORD DISTANCE OF 321.50 FEET, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 81° 19' 14" EAST A DISTANCE OF 418.27 FEET, WITHIN SAID SUSTAITA LOGISTICS CENTER L.P., TRACT, TO 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROWSS PROP COR" SET ON THE EXISTING EAST LINE OF SAID SOUTH OLD 10 STREET (R.O.W. VARIES), FOR A SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 08° 40' 46" EAST A DISTANCE OF 718.10 FEET, ALONG SAID THE EXISTING EAST LINE OF SOUTH OLD 10 STREET (R.O.W. VARIES), FOR A SOUTHEAST CORNER OF SAID SUSTAITA LOGISTICS CENTER LLC., TRACT, PASS A 1/2-INCH IRON ROD FOUND, CONTINUING A TOTAL DISTANCE OF 908.60 FEET, TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 15.456 ACRE TRACT OF LAND.

BEARINGS AND DISTANCES REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (4205). A SURVEY PLAT ACCOMPANIES THIS HEREIN METES AND BOUNDS DESCRIPTION.

THE COUNTY OF HIDALGO
TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

SHEET 1

SUBDIVISION PLAT
SUSTAITA LOGISTICS SUBDIVISION PHASE I

BEING A 15.456 ACRE TRACT OF LAND OUT OF A PART OR PORTION OUT OF LOT 10 AND 15, SECTION 5, HIDALGO CANAL COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME Q PAGE 177, MAP RECORDS, HIDALGO COUNTY, TEXAS.

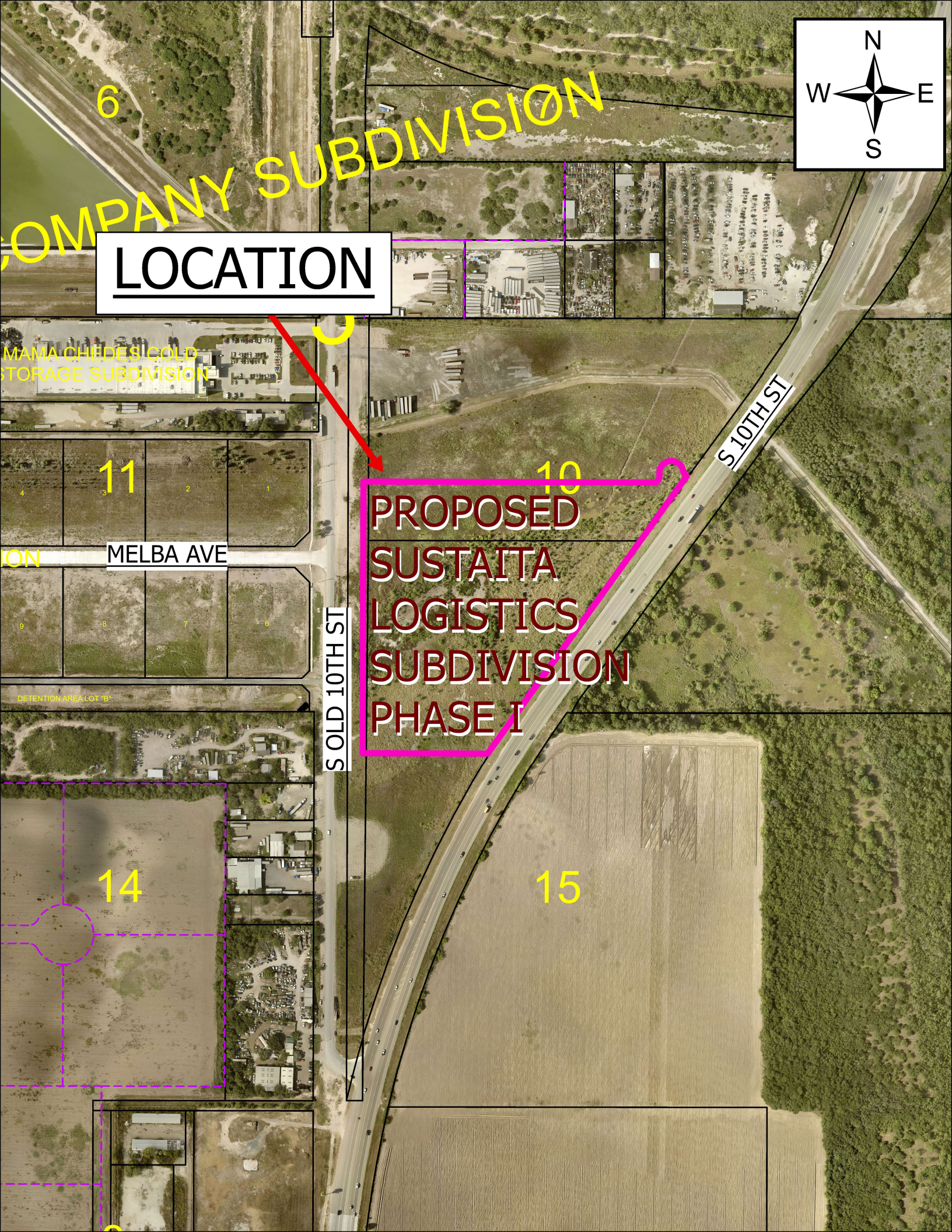
PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	SUSTAITA PROPERTIES, LLC.	9100 S. AUSTIN DRIVE	PHRR, TEXAS 78577	(956) 659-0853	
ENGINEER:	VICTOR H. TREVINO, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 424-3132
SURVEYOR:	VICTOR H. TREVINO, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 424-3132

SOUTH TEXAS INFRASTRUCTURE GROUP

900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3335
FAX: (956) 424-3132
TBPE REG. # 15000

SOUTH TEXAS INFRASTRUCTURE GROUP


N
W
E
S
COMPANY SUBDIVISION
LOCATION
MAMA CHEDE'S COLD
STORAGE SUBDIVISION
6
11
10
14
15
MELBA AVE
S OLD 10TH ST
S 10TH ST
PROPOSED
SUSTAITA
LOGISTICS
SUBDIVISION
PHASE I
DETENTION AREA LOT "B"

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	5.C.
	DATE SUBMITTED	07/27/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Consideration of a variance request for sidewalk requirements along East Nassau Avenue, East Pineridge Avenue and S. “H” Street for the proposed Pecina Estates Subdivision, Hidalgo County, Texas; 841 E. Pineridge Avenue. **VAR2026-0029**

2. Party Making Request: Omar Sotelo

3. Applicant: Kelley A. Heller -Vela

4. Nature of Request: Consideration of a variance request to sidewalk requirements along E. Nassau Avenue, E. Pineridge Avenue and S. “H” Street for the proposed Pecina Estates Subdivision, Hidalgo County, Texas; 841 E. Pineridge Avenue. **VAR2026-0029**

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/27/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 08/03/2026

8. Staff Recommendation: Staff Recommends Approval to waive the Sidewalks on E. Pineridge Ave and require sidewalks on E. Nassau Ave and S. "H" Street.

9. Advisory Board:

10. City Attorney: Approve Staff's Recommendation -AS

11. Manager's Recommendation: Approve staff recommendation — IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Planning Director

DATE: August 10, 2026

SUBJECT: **CONSIDERATION OF A VARIANCE REQUEST TO SIDEWALK REQUIREMENTS ALONG E. NASSAU AVE, E. PINERIDGE AVE AND S. "H" STREET FOR THE PROPOSED PECINA ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS; 841 E. PINERIDGE AVE.**

Pecina Estates Subdivision is a proposed ten-lot single family development. The subject property is located approximately 1,000 ft. east of South McColl Road, fronting East Pineridge Avenue and extending north toward East Nassau Avenue. The property is zoned R-1 Single-Family Residential, with R-3A Multifamily Residential Apartments located to the north, and surrounding land uses consisting primarily of single-family residential with some multifamily apartments.

Mrs. Kelley A. Heller – Vela, on behalf of the owner, has submitted a variance request to waive sidewalk requirements along E. Nassau Avenue, E. Pineridge Avenue and S. "H" Street.

The variance request is from Section 134-120 of the Subdivision Ordinance which requires sidewalks to be installed by the developer at the front of all lots. The basis for this request is that there are no existing sidewalks in the surrounding area, and requiring sidewalks would create an isolated improvement not connected to a broader pedestrian network.

All reviewing City departments have evaluated the variance request. The departments have indicated objections to waiving the sidewalk requirement along E. Nassau Avenue and S. "H" Street; however, no objections were raised to waiving the sidewalk requirement along E. Pineridge Avenue.

RECOMMENDATION:
The Planning and Zoning Commission reviewed the subdivision in revised preliminary form, along with the variance requests, at their July 21, 2026 meeting. The Board approved the subdivision in revised preliminary form, subject to the stated conditions, and recommended approval approving the request to waive the sidewalk requirement along E. Pineridge Avenue only, and recommending disapproval of the request to waive the sidewalk requirement along E. Nassau Avenue and S. "H" Street. Four members were present and voting.

OPTIONS:

1. Approve the variances requested by the applicant.
2. Approve the variances as recommended by the Planning and Zoning Commission Board.
3. Table the variance requests for additional information.
4. Disapprove the variance requests.

CITY OF McALLEN

Planning & Zoning Commission Meeting

Subdivision Name	*Pecina Estates Subdivision*
Owner Name	*Pecina Antonia*
Engineering Firm	*Rioplex Engineering, LLC*
Existing Zoning	*R-1 Single Family Residential*
Proposed Zoning	*R-1 Single Family Residential*
Number of Lots	*10*

City of McAllen Planning Department

RIOPLEX ENGINEERING

July 09, 2026

City of McAllen Planning Department
Attn: Mr. Omar Sotelo, Planning Director
311 N. 15th St.
McAllen, TX 78501

RE: **PECINA ESTATES SUBDIVISION** – VARIANCE REQUEST TO THE CITY OF McALLEN

Dear Mr. Sotelo:

On behalf of the developer, Antonia Pecina, and in reference to the proposed Pecina Estates Subdivision, we respectfully submit this request for a variance to certain requirements of the City of McAllen's Unified Development Code (UDC). The variance is outlined as follows:

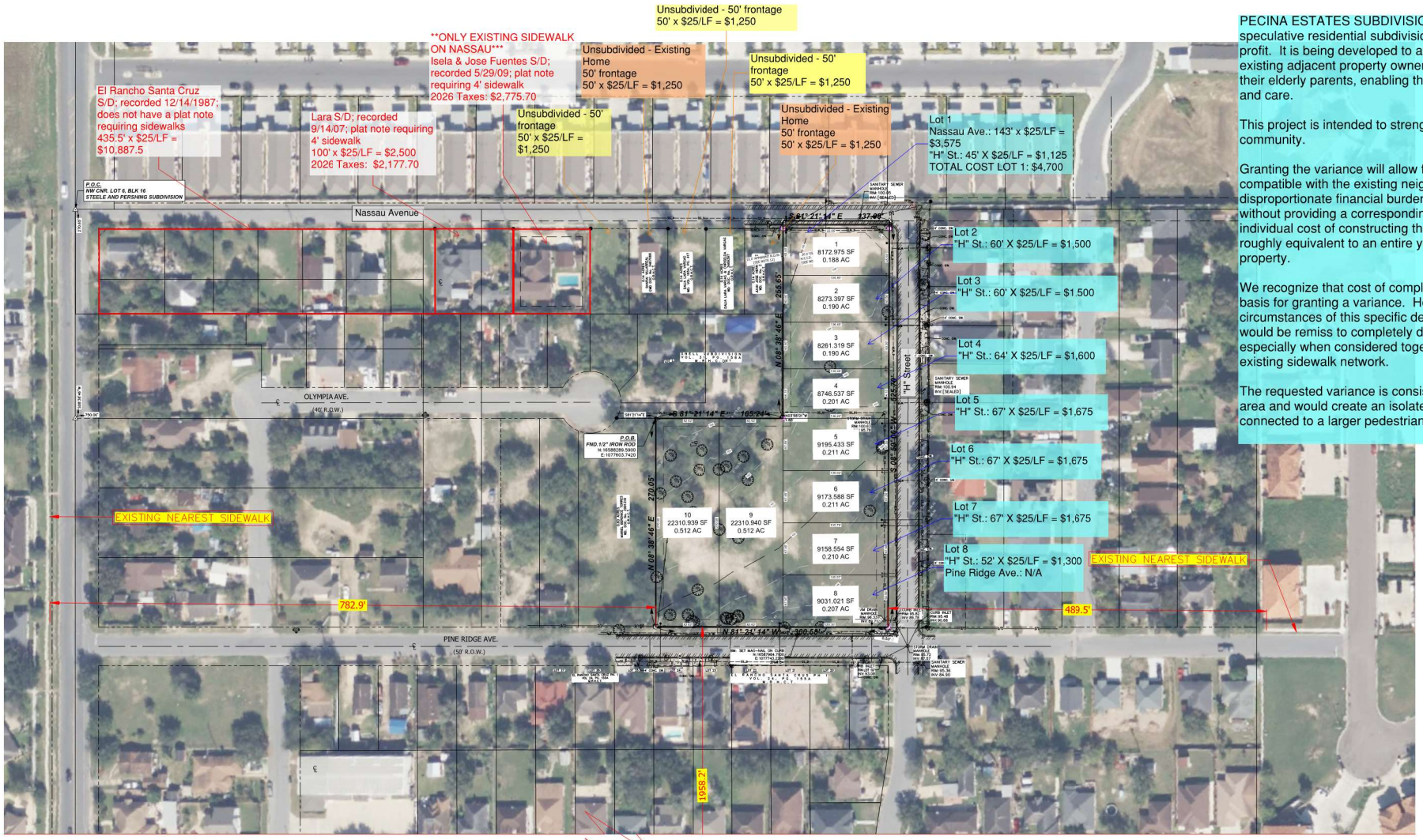
1. **SIDEWALK REQUIREMENTS:**
   REQUIREMENT: Sidewalks are required as part of subdivision improvements and/or at the time of building permit issuance.
   PROPOSAL: We are requesting a variance to waive the sidewalk requirement in its entirety. There are no existing sidewalks within the surrounding area, and requiring sidewalks for this subdivision would create an isolated improvement that is not connected to a larger pedestrian network. As such, the request is consistent with existing neighborhood conditions and does not compromise public safety or accessibility.

We respectfully request the consideration and approval of the variance request to allow the Pecina Estates Subdivision to proceed as currently designed. The proposed variance is minimal, reasonable, and are consistent with the intent of the UDC, while taking into account the existing conditions and constraints of the surrounding developed neighborhood. Granting the variance will allow for development that is compatible with the area and avoids unnecessary hardships. We greatly appreciate your time and assistance with this matter. Should you have any questions or need any further information, please do not hesitate to contact us.

Sincerely,

Kelley A. Heller-Vela

Kelley A. Heller-Vela, P.E.
Principal
Rioplex Engineering LLC



PECINA ESTATES SUBDIVISION is not a typical speculative residential subdivision intended for commercial profit. It is being developed to allow the adult children of the existing adjacent property owners to build homes next to their elderly parents, enabling them to provide daily support and care.

This project is intended to strengthen family ties in the community.

Granting the variance will allow for development that is compatible with the existing neighborhood and not impose a disproportionate financial burden on the property owners without providing a corresponding public benefit. In fact, the individual cost of constructing the sidewalks on each lot is roughly equivalent to an entire year's property taxes for that property.

We recognize that cost of compliance is not an acceptable basis for granting a variance. However, given the unique circumstances of this specific development, we believe it would be remiss to completely dismiss the financial impact, especially when considered together with the absence of an existing sidewalk network.

The requested variance is consistent with the surrounding area and would create an isolated improvement that is not connected to a larger pedestrian network.

No.	DESCRIPTION	DATE

Issue Date

RIOPLEX ENGINEERING
FIRM No. 26964
1200 AUBURN AVE., SUITE 280 OFFICE # (956) 631-8327
McALLEN, TX. 78504 RIOPLEXENGINEERING.COM

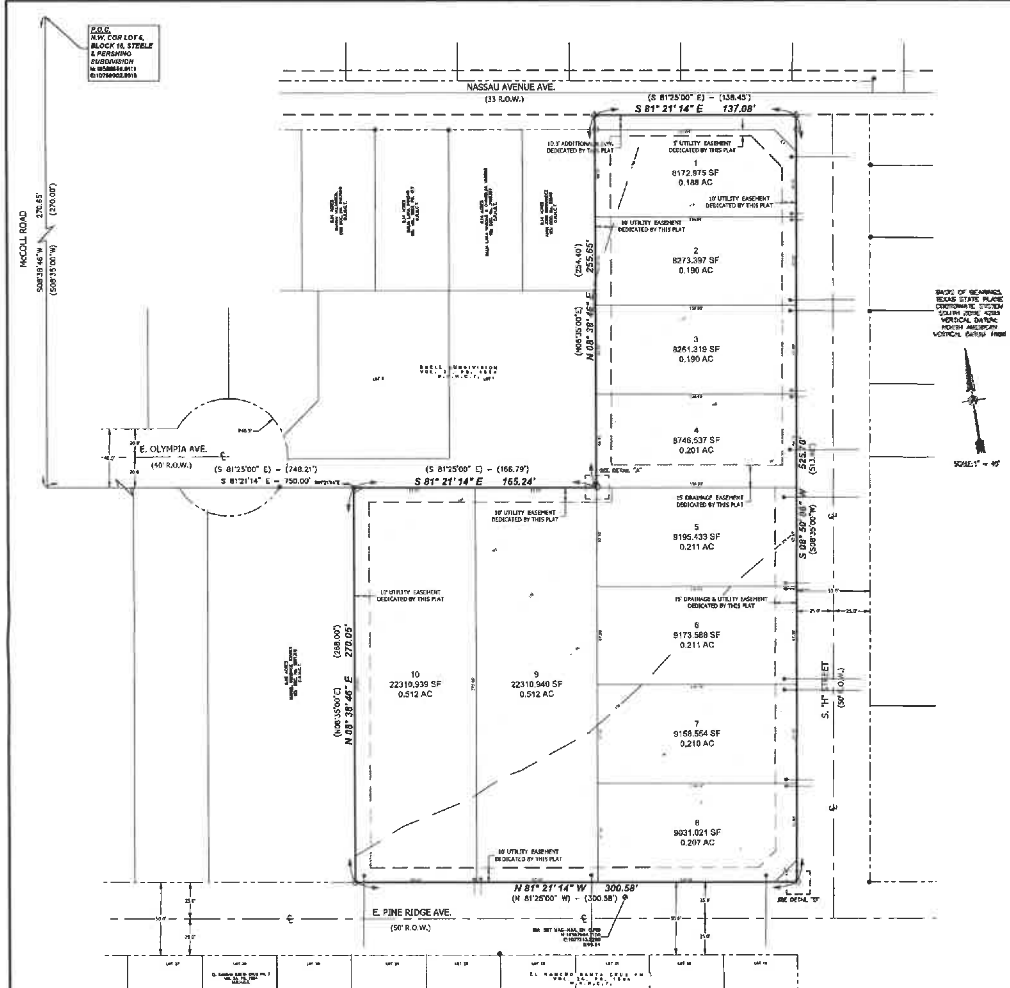
PECINA ESTATES SUBDIVISION

Project # Issue Date

EXHIBIT

01

COPYRIGHT RIOPLEX ENGINEERING, LLC - DO NOT REPRODUCE OR TRANSMIT WITHOUT WRITTEN CONSENT



SUBDIVISION MAP OF
PECINA ESTATES SUBDIVISION

BEING A SUBDIVISION OF A 2.668 ACRE (2.66 CALLED) TRACT OF LAND BEING PART OR PORTION OF LOTS 11, 12, 13, 14, AND 15 OF THE SUBDIVIDED LOT "J" OF THE SUBDIVIDED LOT 6, BLOCK 16, STEELE AND PERSHING SUBDIVISION RECORDED IN VOLUME 956, PAGE 452, 458 AND 459 AND VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS; CALLED 2.66 ACRE TRACT DESCRIBED AND CONVEYED TO ANTONIA PECINA BY VIRTUE OF WARRANTY DEED RECORDED IN DOCUMENT NUMBER 1169132, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION:

A 2.668 ACRE (2.66 CALLED) TRACT OF LAND BEING PART OR PORTION OF LOTS 11, 12, 13, 14, AND 15 OF THE SUBDIVIDED LOT "J" OF THE SUBDIVIDED LOT 6, BLOCK 16, STEELE AND PERSHING SUBDIVISION RECORDED IN VOLUME 956, PAGE 452, 458 AND 459 AND VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS; CALLED 2.66 ACRE TRACT DESCRIBED AND CONVEYED TO ANTONIA PECINA BY VIRTUE OF WARRANTY DEED RECORDED IN DOCUMENT NUMBER 1169132, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (ORHCT), SAID 2.668 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 16, STEELE AND PERSHING SUBDIVISION, THENCE SOUTH 08 DEGREES 38 MINUTES 46 SECONDS WEST (SOUTH 08 DEGREES 35 MINUTES 00 SECONDS WEST) ALONG THE WEST LINE OF SAID LOT 6, BLOCK 16 A DISTANCE OF 270.65 FEET (270.00 FEET) TO A CALCULATED POINT, THENCE SOUTH 81 DEGREES 21 MINUTES 14 SECONDS EAST (SOUTH 81 DEGREES 21 MINUTES 14 SECONDS EAST) OVER AND ACROSS SAID LOT 6, BLOCK 16 A DISTANCE OF 750.00 FEET (748.21 FEET) TO A 1/2" IRON ROD FOUND [N:16588289.5900, E:1077603.7420] AT THE COMMON NORTH CORNER OF LOT 10, OF SAID STEELE AND PERSHING SUBDIVISION, AND SAID LOT 11, SAME BEING THE SOUTH LINE OF LOT 1 SNELL SUBDIVISION AS RECORDED IN VOLUME 31, PAGE 158A OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, SOUTH 81 DEGREES 21 MINUTES 14 SECONDS EAST (SOUTH 81 DEGREES 25 MINUTES 00 SECONDS EAST) ALONG THE SOUTH LINE OF SAID SNELL SUBDIVISION, A DISTANCE OF 165.24 FEET (166.79 FEET) TO A 1/2" IRON ROD WITH A CAP STAMPED "CLS RPLS 6388" SET AT THE SOUTHEAST CORNER OF SAID SNELL SUBDIVISION, FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08 DEGREES 38 MINUTES 46 SECONDS EAST (NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST) OVER AND ACROSS SAID LOT 13 AT A DISTANCE OF 245.65 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "CLS RPLS 6388" SET AT THE SOUTH RIGHT OF WAY LINE OF NASSAU AVENUE, CONTINUING TO A TOTAL DISTANCE OF 255.65 FEET (254.40 FEET) TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 21 MINUTES 14 SECONDS EAST (SOUTH 81 DEGREES 25 MINUTES 00 SECONDS EAST) OVER AND ACROSS LOT 6, BLOCK 16 ALONG THE NORTH LINE OF A CALLED 2.66 ACRE TRACT OF LAND, A DISTANCE OF 137.08 FEET (138.45 FEET) TO A CALCULATED POINT AT THE WEST RIGHT OF WAY LINE OF "H" STREET, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 50 MINUTES 06 SECONDS WEST (SOUTH 08 DEGREES 35 MINUTES 00 SECONDS WEST) ALONG THE WEST RIGHT OF WAY LINE OF SAID "H" STREET, AT A DISTANCE OF 10.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "CLS RPLS 6388" SET AT THE SOUTH RIGHT OF WAY LINE OF SAID NASSAU AVENUE CONTINUING TO A TOTAL DISTANCE OF 525.70 FEET (513.40 FEET) TO 1/2" IRON ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF PINE RIDGE AVENUE FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 21 MINUTES 14 SECONDS WEST (NORTH 81 DEGREES 25 MINUTES 00 SECONDS WEST) ALONG THE NORTH RIGHT OF WAY LINE OF SAID PINE RIDGE AVENUE, A DISTANCE OF 300.58 FEET (305.24 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED "CLS RPLS 6388" FOUND FOR THE SOUTHWEST COMER OF THIS TRACT OF LAND;

THENCE, NORTH 08 DEGREES 38 MINUTES 46 SECONDS EAST (NORTH 08 DEGREES 35 MINUTES 00 SECONDS EAST) ALONG THE COMMON LINE OF SAID LOTS 10 & 11, A DISTANCE OF 270.05 FEET (268.00 FEET) TO THE POINT OF BEGINNING; CONTAINING 2.668 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES :

1. THIS SUBDIVISION IS IN FLOOD ZONE "B" (MEDIUM SHADING) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480343 0010 C MAP REVISED: NOVEMBER 2, 1982.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB MEASURED FROM THE CENTER OF THE LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF McALLEN ZONING ORDINANCE:
   FRONT: 25 FEET OR GREATER FOR EASEMENTS OR IN LINE WITH EXISTING STRUCTURES WHICHEVER IS GREATER APPLIES
   REAR: 10 FEET OR GREATER FOR EASEMENTS; WHICHEVER IS GREATER APPLIES
   SIDES: 6 FEET OR GREATER FOR EASEMENTS; WHICHEVER IS GREATER APPLIES
   GARAGE: 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES
4. CITY OF McALLEN BENCHMARK: NUMBER MC "90", WESTBOUND OF JACKSON ROAD, AT A CANAL CLOSE TO EL RANCHO ROAD. 30" ALUMINUM PIPE WITH A 3 ½" BRASS MONUMENT AP ON TOP. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N=16587641.6618, E=1079659.03413, ELEV.=96.14.
5. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 30,475 C.F. - 0.700 - AC.-FT. TO BE PROVIDED WITHIN DESIGNATED DETENTION AREA AT BUILDING PERMIT STAGE. EACH LOT WILL BE REQUIRED TO ACCOMODATE DETENTION AS FOLLOWS: LOT 1: 2,226.25 CF. : LOT 2: 2,252.58 CF. : LOT 3: 2,249.41 C.F. : LOT 4: 2,376.65: LOT 5: 2,494.36; LOT 6: 2,405.32; LOT 7: 2,401.58; LOT 8: 2,368.11: LOT 9: 5,850.37: LOT 10: 5,850.37.
6. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF McALLEN ENGINEERING DEPARTMENT, SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR ALL NEW BUILDING.
7. NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.
8. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
9. 8 FT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
11. ALL EASEMENTS ARE TO BE DEDICATED BY PLAT, UNLESS STATED OTHERWISE.
12. A PERMIT IS REQUIRED FOR ANY UTILITY SERVICE CROSSING A H.C.I.D. No. 2 RIGHTS-OF-WAY, EASEMENT OR FACILITY.
13. No. 1 REBAR SET WITH A PLASTIC CAP STAMPED "CLS RPLS#6388" AT ALL LOT CORNERS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS

THE ________ DAY OF ____________________, 20______.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAY OR EASEMENTS.

ATTEST:

PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

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

ANTONIA PECINA, A SINGLE PERSON DATE
817 EAST PINERIDGE
McALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIA PECINA KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS

THE _____ DAY OF ____________________, 20 ____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE_____DAY OF________________20______.

RIO PLEX ENGINEERING, LLC.
TEXAS REGISTRATION F-26964

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No. 97421
STATE OF TEXAS

DATE PREPARED: 06/18/2026
REVISION DATE: __________
ENGINEERING JOB # R26-010

STATE OF TEXAS
COUNTY OF HIDALGO

I, MANUEL CARRIZALES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF McALLEN, TEXAS

DATED THIS THE ______ DAY OF ____________________ 20 ______.

STATE OF TEXAS
REGISTERED
MANUEL CARRIZALES
6388
PROFESSIONAL
LAND SURVEYOR

MANUEL CARRIZALES PROFESSIONAL LAND SURVEYOR No. 6388
STATE OF TEXAS
TEXAS FIRM NUMBER: 10194417
DATE SURVEYED: 06/18/2026
SURVEY JOB # K26004

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

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

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

MAYOR, CITY OF McALLEN DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

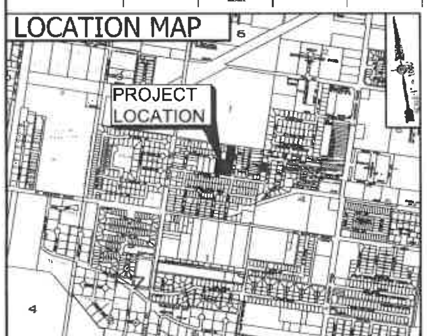
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: ______________AT______________ AM/PM
INSTRUMENT NUMBER______________
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:______________________________ DEPUTY



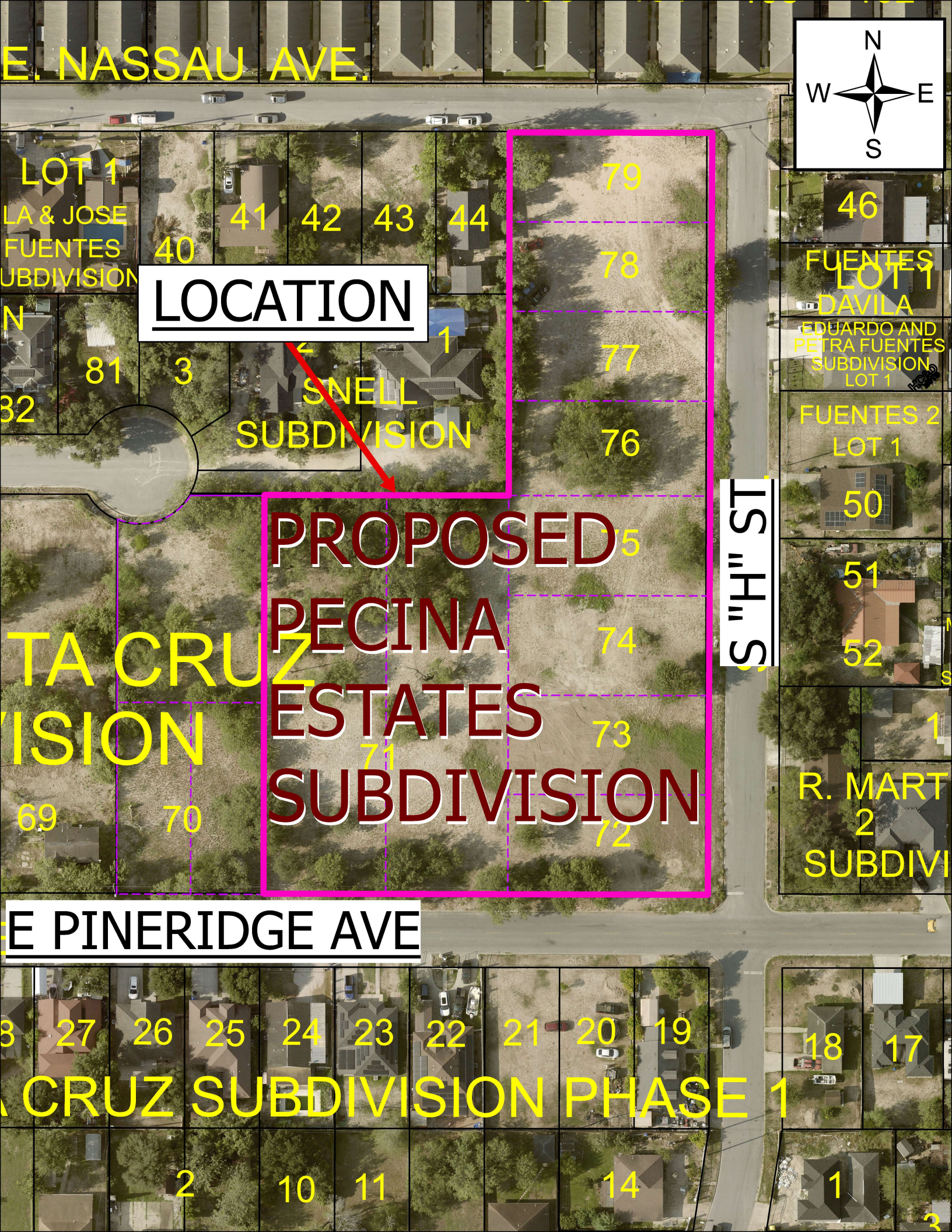
Lot Line Table		
Line #	Length	Direction
L1	21.18'	N36°15'34"W
L2	21.25'	N53°44'26"E

LEGEND
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- CENTER LINE
- ROADWAY CENTERLINE
- FOUND 1/2" IRON ROD OR AS NOTED
- FOUND 1/2" IRON PIPE OR AS NOTED
- FOUND 1/2" IRON ROD W/PINK CAP STAMPED "CLS RPLS 6388"
- SET 1/2" IRON ROD W/PINK CAP STAMPED "CLS RPLS 6388"
- CALCULATED POINT
- POB – POINT OF BEGINNING
- NE – NORTHEAST
- COR. – CORNER
- R.O.W. – RIGHT OF WAY
- VOL. – VOLUME
- PG. – PAGE
- DOC. – DOCUMENT
- CONC. – CONCRETE
- ASPH. – ASPHALT
- DW. – DRIVEWAY
- SW – SIDEWALK
- WARRANTY DEED
- O.R.H.C.T. – OFFICIAL RECORDS HIDALGO COUNTY TEXAS
- M.R.H.C.T. – MAP RECORDS HIDALGO COUNTY TEXAS
- ( ) – RECORD CALL

RIOPLEX ENGINEERING

FIRM No. 26964
1200 Auburn Ave., Suite 280
McAllen, Tx. 78504
Office # (956) 330-2433
rioplexengineering.com

PRINCIPAL CONTACTS		ADDRESS	CITY & ZIP	PHONE
OWNER:	ANTONIA PECINIA	817 EAST PINE RIDGE	McALLEN, TX 78503	(956) 330-2433
ENGINEER:	KELLEY HELLER-VELA, P.E.	1200 AUBURN AVE. SUITE 280	McALLEN, TX 78504	(956) 330-2433
SURVEYOR:	MANUEL CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TX. 78542	(956) 567-2167


E. NASSAU AVE.
N
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S
LOT 1
LA & JOSE
FUENTES
UBDIVISION
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41
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44
79
46
78
FUENTES
LOT 1
DAVILA
EDUARDO AND
PETRA FUENTES
SUBDIVISION
LOT 1
LOCATION
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76
FUENTES 2
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E PINERIDGE AVE
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A CRUZ SUBDIVISION PHASE 1
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14
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3

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	6.A.
	DATE SUBMITTED	08/03/2026
	MEETING DATE	8/10/2026

1. Agenda Item: Boards and Committees Served by Elected Officials.

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Emmanuel Garcia	Created/Initiated - 08/03/2026
Perla Lara	Final Approval - 08/03/2026

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None - AS

11. Manager's Recommendation: None - IJT

Boards and Committees Served by Elected Officials

Mayor Villalobos	Comm. Aguirre	Comm. Zamora	Comm. Rios	Comm.Castillo	Comm. Fallek	Comm. Cabeza de Vaca
Anzalduas Int'l Bridge Board	Audit & Investment	Amigos Del Valle	Amigos Del Valle	Boys & Girls Club	Convention Center Food & Beverage	Border Trade Alliance (BTA)
McAllen Int'l Toll Bridge Board	Collective Bargaining Team	Audit & Investment Committee	TIRZ #2A	Convention Center Food & Beverage		Development Corporation
Border Trade Alliance (BTA)	Development Corporation	(Alt.) Border Trade Alliance (BTA)	IMAS Board	Downtown Improvements Committee	Downtown Improvements	TIRZ #2A
Development Corporation	MEDC Board	Convention Center Food and Beverage Committee	Palm Valley	McAllen Chamber Board	IMAS Board	LRGVDC (COG)
LRGVDC (COG)	Quint Mazatlan Advisory Board (Alt.)	Downtown Improvements	Insurance Committee	Texas Border Coalition	Joint City/School	Ordinance Review
MPUB	Stadium Improvements	Joint City/School Committee			McAllen Chamber Board	Quinta Mazatlan Advisory Board
RGV Metropolitan Organization	Texas Border Coalition (Alt.)	Ordinance Review Committee			Ordinance Review	RGV Metropolitan Organization
TIRZ #2A		RGV Metropolitan Organization				
Texas Border Coalition		Stadium Improvements			Stadium Improvements	
Tres Lagos TIRZ No.1		Texas Border Coalition			TIRZ #2A	
Workforce Development						TML Region 12

Nominations | Vacant | Former Commissioner Appointment

Confirmation of Appointments

Revised July 2026

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	6.B.
	DATE SUBMITTED	07/28/2026
	MEETING DATE	8/10/2026

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

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

7. Routing:

Victor Castro	Created/Initiated - 07/28/2026
Perla Lara	Final Approval - 07/28/2026

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

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	7.A.
	DATE SUBMITTED	07/27/2026
	MEETING DATE	8/10/2026

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

2. Party Making Request: Omar Sotelo

3. Applicant: Karla M. Rivera on behalf of MKZ Night Club LLC

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

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:

Jessica Cavazos	Created/Initiated - 07/27/2026
Omar Sotelo	Approved - 07/28/2026
Martin Canales	Approved - 07/29/2026
Michelle Rivera	Final Approval - 07/29/2026

8. Staff Recommendation: Staff Recommends Six Month Approval

9. Advisory Board:

10. City Attorney: Approve Staff's Recommendation -AS

11. Manager's Recommendation: Approve for 6 months- IJT

Planning Department

Memo

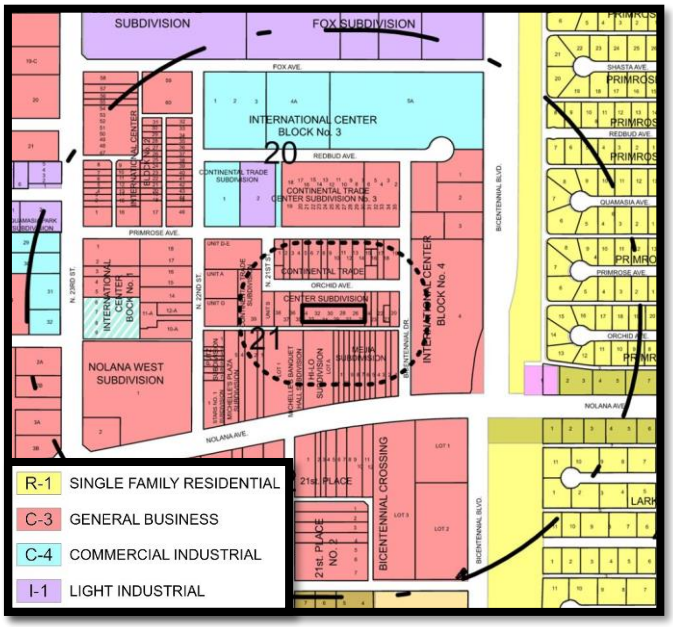
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: August 10, 2026

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

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



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

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

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

1) The property line of the lot of any of the abovementioned businesses must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruptions of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The establishment is not within 400 feet of a residential use/zone;

2) The abovementioned businesses must be as close as possible to a major arterial, and shall not allow the traffic generated by such businesses onto residential streets, or allow such traffic to exit into and disrupt residential areas. The establishment has direct access to Orchid Avenue;

3) The abovementioned businesses must provide parking in accordance with the city off street parking ordinance as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking. 75 parking spaces are required and are provided. There is an active parking agreement with the subject property and two properties in its vicinity;

4) The abovementioned businesses must do everything possible to prevent the unauthorized parking by the patrons of such businesses on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;

5) The abovementioned businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;

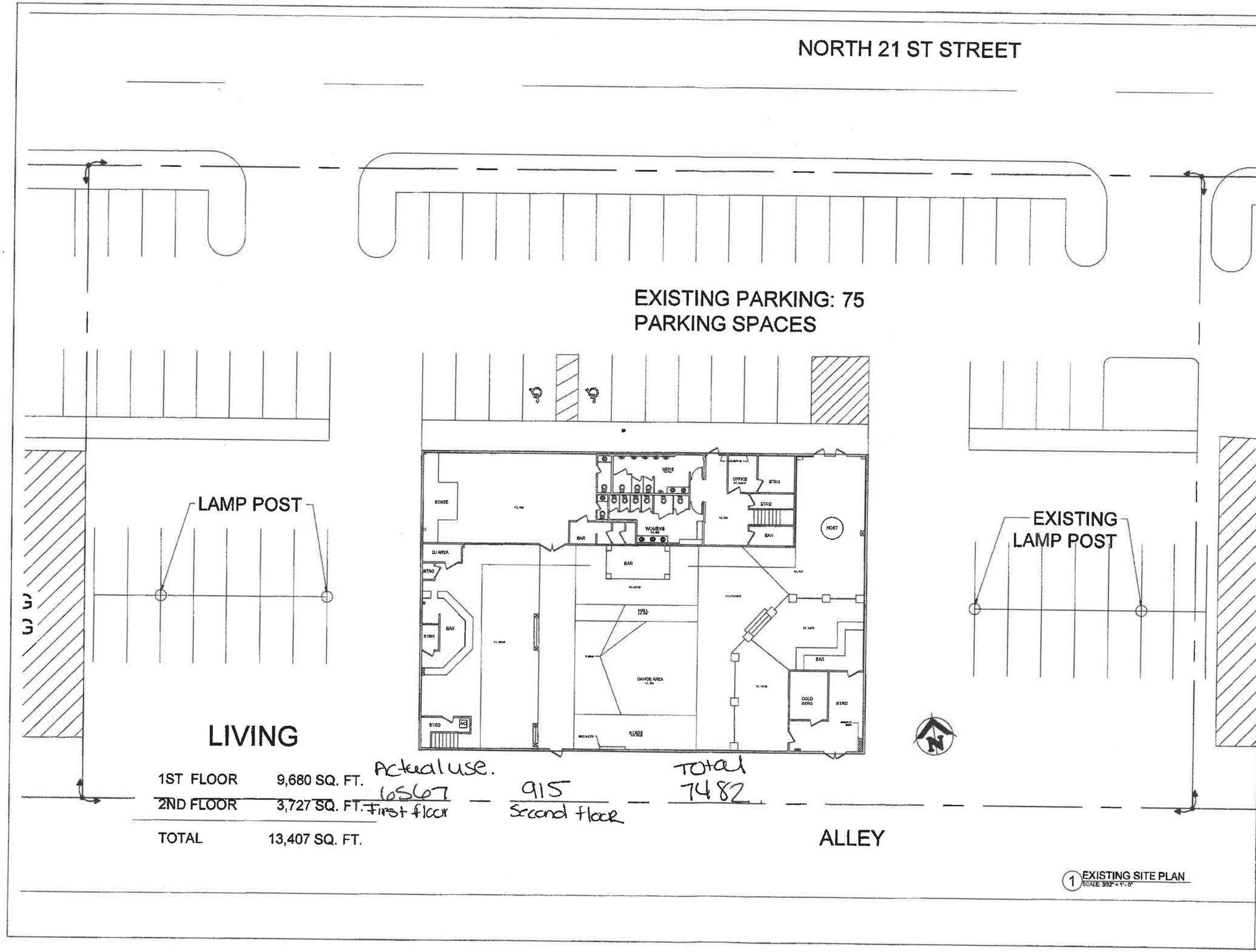
6) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;

7) The abovementioned businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Director of Planning. This number cannot exceed the number provided for in existing city ordinances.

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

At the City Commission meeting of July 13, 2026, it was noted that there were circumstances that the Planning and Zoning Commission should consider in evaluation this request, so the matter was remanded back to the Planning and Zoning Commission.

PLANNING AND ZONING COMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of July 21, 2026, no one appeared in opposition to the CUP request. The board unanimously voted to recommend approval of the request for six months. There were four members present and voting.



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

TREVIÑO

Residential ▪ Commercial

2807 N. Silverado Cir. Apt. E
Mission, Texas 78574
956.573.9557

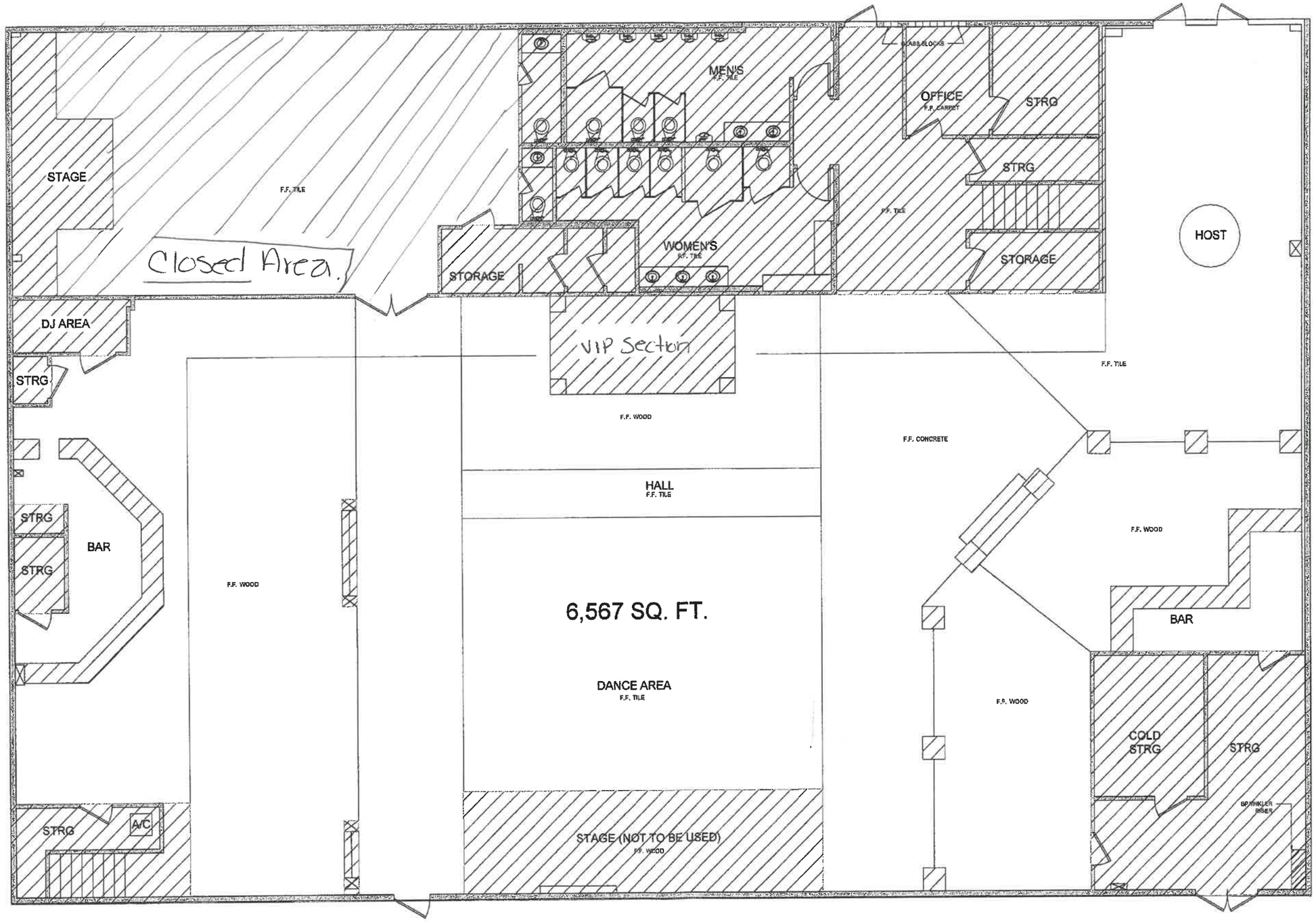
All Designs contained in these Drawings are property of TREVIÑO DRAFT DESINGS. Any use of this material or reproduction of these drawings is expressly prohibited except as TREVIÑO DRAFT DESINGS may otherwise agree in writing.

REVISIONS	DATE

AS-BUILT
2012 ORCHID AVE.
MCALLEN, TEXAS

SHEET CONTENT: EXISTING SITE PLAN
PROJECT No.: 21.7.04
DATE: 4-7-2021
DRAWN BY: J.T.
CHECKED BY: J.T.
SHEET No.: D-1.0

RECEIVED
APR 28 2026
By vrc



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

Areas shaded will Not be used, Storage and Restroom.

TREVIÑO DRAFT DESIGNS

Residential ▪ Commercial

2807 N. Silverado Cir. Apt. E
Mission, Texas 78574
956.573.9557

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REVISIONS	DATE

AS-BUILT

2012 ORCHID AVE.
MCALLEN, TEXAS

SHEET CONTENT: AREA TO BE USED

PROJECT No.: 21.7.04

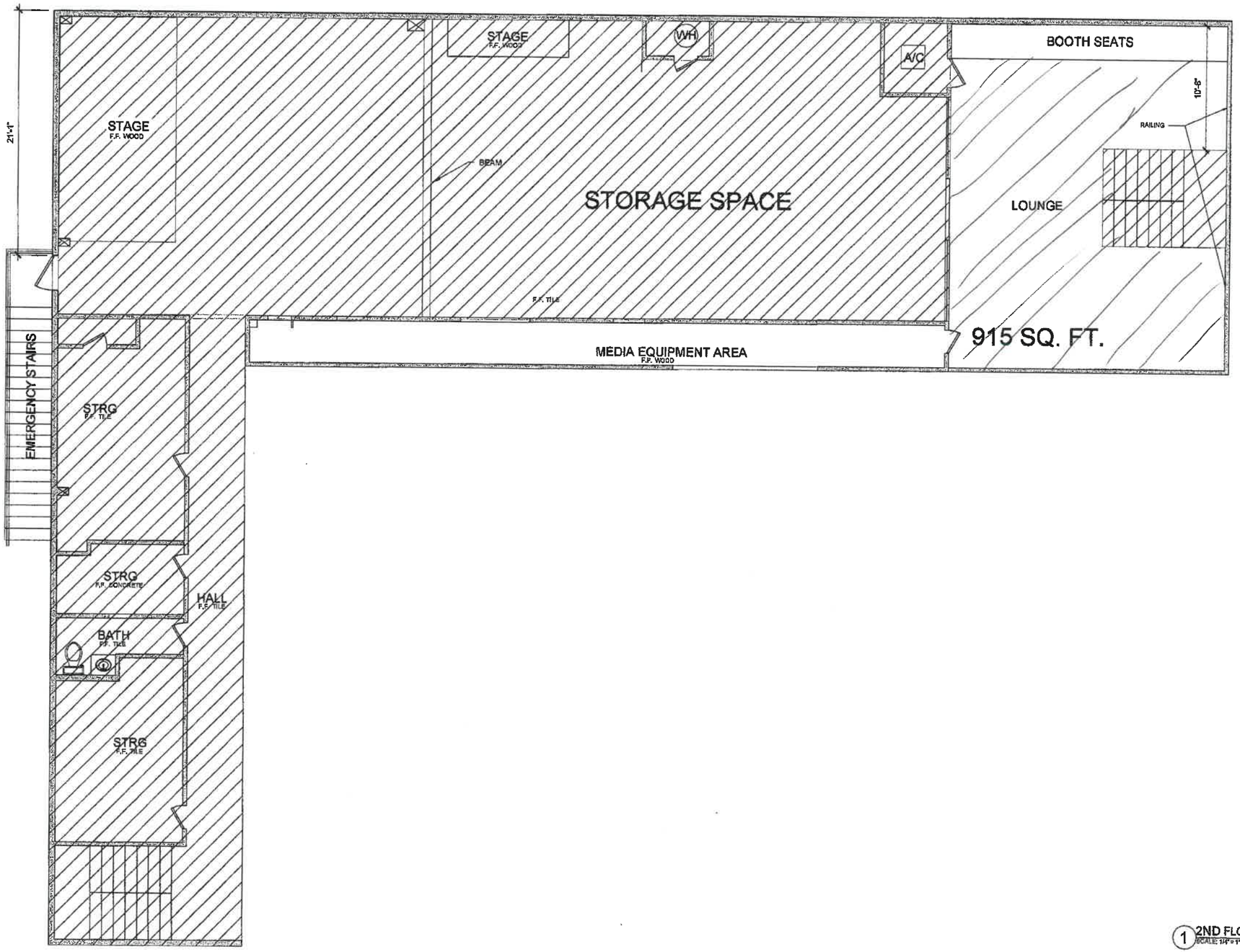
DATE: 4-7-2021

DRAWN BY: J.T.

CHECKED BY: J.T.

SHEET No.: D-2.2

RECEIVED
APR 28 2026
By VR



1 2ND FLOOR PLAN
SCALE: 1/4"=1'-0"

shaded Areas will Not be used, storage and Restroom.

TREVIÑO

Residential ▪ Commercial

2807 N. Silverado Cir. Apt. E
Mission, Texas 78574
956.573.9557

All Designs contained in these Drawings are property of TREVIÑO DRAFT DESIGNS. Any use of this material or reproduction of these drawings is expressly prohibited except as TREVIÑO DRAFT DESIGNS may otherwise agree in writing.

REVISIONS	DATE

AS-BUILT

2012 ORCHID AVE.
MCALLEN, TEXAS

SHEET CONTENT:
AREA TO BE USED

PROJECT No.:
21.7.04

DATE:
4-7-2021

DRAWN BY:
J.T.

CHECKED BY:
J.T.

SHEET No.:
D-2.3

RECEIVED
APR 28 2026
By VR

McALLEN POLICE DEPARTMENT

CALLS FOR SERVICE REPORT

From Date/Time: 05/01/2025 00:00 **Incident Type:** All
To Date/Time: 05/13/2026 23:59 **Location:** 2021 Orchid Ave., McAllen, TX

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

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

ORDINANCE NO. 2026 – ____

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

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

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

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

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

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

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

SECTION III: The City Secretary of the City of McAllen is hereby directed **not** to publish this ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

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

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

SIGNED this _____ day of July 2026.

CITY OF McALLEN, TEXAS

_____
Javier Villalobos, Mayor

ATTEST:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
Austin Stevenson, City Attorney

CITY OF McALLEN

ITEM SUMMARY

BOARD: City Commission	AGENDA ITEM	8.A.
	DATE SUBMITTED	
	MEETING DATE	8/10/2026

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

2. Party Making Request: Austin Stevenson

3. Applicant:

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

5. Fiscal Impact Summary:

6. Budgeted:

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

7. Routing:
   Crystal Montano Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None -AS

11. Manager's Recommendation: None - IJT