



**BOARD OF TRUSTEES MEETING
TUESDAY, JANUARY 10, 2023 – 4:00 PM**

AGENDA

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

PLEDGE

INVOCATION

1. MINUTES:

- a) Approval of the Minutes for the Workshop and Regular Meeting held December 13, 2022.

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) Discussion and Approval of Rancho Subdivision Lots 31A, 31B, 33A, 33B
- b) Consideration and Approval of BuyBoard Contract for Manhole Rehabilitation Project.

3. BIDS AND CONTRACTS:

- a) Consideration and Approval of Professional Services Engineering Contract Amendment No. 1 for the 23rd Street and Sarah Lift Station Relocation Project.

a) Consideration and Possible Action Calling a General Election in the City of McAllen on May 6, 2023. consideración para aprobación de una Ordenanza convocando una elección General en la Ciudad de McAllen el 6 de mayo, 2023.

5. UTILITY LAYOUTS:

- a) Discussion and Approval of a Septic Tank Variance for Canarias Subdivision

6.

FUTURE AGENDA ITEMS

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY UTILITY ADMINISTRATION (681-1630) FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES MAY TAKE VARIOUS ACTIONS; INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OF TIME. THE MCALLEN PUBLIC UTILITY BOARD MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON



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|-----------------------------|-----------------------|--------------------|
| | AGENDA ITEM | <u>1.a.</u> |
| PUBLIC UTILITY BOARD | DATE SUBMITTED | 12/30/2022 |
| | MEETING DATE | 1/10/2023 |
-
1. Agenda Item: Approval of the Minutes for the Workshop and Regular Meeting held December 13, 2022.
 2. Party Making Request:
 3. Nature of Request:
 4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
 5. Reimbursement:
 6. Routing:

Savannah Arredondo	Created/Initiated - 12/30/2022
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 7. Staff's Recommendation:
 8. City Attorney: Approve. IJT
 9. MPU General Manager: Approved - MAV
 10. Director of Finance for Utilities: Approved - MDC

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

The McAllen Public Utility Board (MPUB) met in a Workshop on **Tuesday, December 13, 2022** at 2:03 p.m. in the City Commission Chambers and City Hall with the following present:

Absent:	Charles Amos	Chairman
	Albert Cardenas	Trustee
	Ernest R. Williams	Vice-Chairman
	Ricardo Godinez	Trustee
	Javier Villalobos	Mayor/Ex-Officio
Visitor:	Tony Aguirre	Commissioner District 1
Staff:	Marco A. Vega, P.E.	General Manager
	Isaac Tawil	City Attorney
	Juan J. Rodriguez	Assistant General Manager
	Savannah Arredondo	Assistant to the Utility Board Secretary
	Iris Dominguez	Deputy City Attorney
	Melba Carvajal	Director of Finance for Utilities
	David Garza	Director of Wastewater Systems
	Edward Gonzalez	Director of Water Systems
	Carlos Gonzalez, P.E.	Utility Engineer
	Marco Ramirez, P.E.	Utility Engineer
	Rafael Balderas	Assistant to the Utility Engineer
	Erika Gomez	Assistant to the Utility Engineer
	Jim Sides	Video Production Specialist
	Angel Elizondo	IT Support Analyst II
	Juan Vallejo	Assistant Director of Water Systems

1) McAllen Public Utility Water and Wastewater Master Plan Status Update

Mr. Mathew Schorch from Freese and Nichols presented the water and wastewater master plan update. He reviewed the master plan status, water capital improvement plan, wastewater capital improvement plan and CIP summary costs.

2) EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

Chairman Amos recessed the meeting at 3:25 p.m. to go into Executive Session. Chairman Amos reconvened the meeting at 4:10 p.m. with no action.

- a) Consideration of Economic Development Matters (Section 551.087, T.G.C.)
- b) Consultation with City Attorney regarding pending litigation before the PUC (T.G.C. 551.071)

ADJOURNMENT

There being no other business to come before the Board, the workshop was unanimously adjourned at 4:10 p.m.

Charles Amos, Chairman

Attest:

Juan J. Rodriguez
Interim Utility Board Secretary/
Assistant General Manager

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

The McAllen Public Utility Board (MPUB) convened in a Regular Meeting on **Tuesday, December 13, 2022**, at 4:11 pm at in the City Commission Chambers at City Hall with the following present:

Charles Amos	Chairman
Ernest Williams	Vice-Chairman
Javier Villalobos	Ex-Officio Member/Mayor
Albert Cardenas	Trustee
Ricardo Godinez	Trustee

Staff:	Marco A. Vega, P.E.	General Manager
	Isaac Tawil	City Attorney
	J.J. Rodriguez	Assistant General Manager
	Savannah Arredondo	Assistant to the Utility Board Secretary
	Melba Carvajal	Director of Finance for Utilities
	Pablo Rodriguez	Assistant Director for Customer Relations
	Carlos Gonzalez, P.E.	Utility Engineer
	Edward Gonzalez	Director of Water Systems
	David Garza	Director of Wastewater Systems
	Erika Gomez, EIT	Assistant Utility Engineer
	Jessica Salinas	Water Education & Comm Coord
	Marco Ramirez, P.E.	Utility Engineer
	Gerardo Noriega	Purchasing Director
	Rafael Balderas, EIT	Assistant Utility Engineer
	Julio Oviedo	Wastewater Collection Manager
	Israel Ortiz	Wastewater Lift Station Operator
	Jim Sides	Video Production Specialist
	Juan J. Vallejo	Assistant Director Water Systems
	Lance Nelson	Water Plant Manager
	Janet Landeros	Grands & Contracts Coordinator
	Michelle Rivera	Assistant City Manager

CALL TO ORDER:

Chairman Amos called the meeting to order at 4:13 p.m.

1. MINUTES:

- a) Approval of the Minutes for the Regular Meeting held November 29, 2022.

Mayor Villalobos moved to approve the minutes for the regular meeting held on November 29th, 2022. Trustee Godinez seconded the motion. The motion carried unanimously.

2. CONSENT AGENDA

Vice-Chairman Williams moved to approve items 2a-2c. Trustee Godinez seconded the motion. The motion carried unanimously

- a) Discussion and Approval of Sharybak Lot 1 Subdivision
- b) Discussion and Approval of Extension Request for Del Pedregal Estates Phase II Final Reimbursement Certificate
- c) Approval of Olive Grove Estates Subdivision

3. BIDS AND CONTRACTS:

- a) Consideration and approval of purchase of IPerl reclaimed water meters and accessories from Aquatic Metric.

Mayor Villalobos moved to approve the purchase of IPerl reclaimed water meters and accessories from Aquatic Metric. Trustee Godinez seconded the motion. The motion carried unanimously.

- b) Consideration and approval of North Water Plant Emergency Purchase and Replacement of Chain & Flight Sludge Collection System

Mayor Villalobos asks what the emergency was for this North Water Plant Emergency Purchase. Mr. Marco Vega, General Manager stated the current Chain and Flight Sludge Collection System is around 17 years old and is starting to show signs of its age and wear. Because of that, it is believed now is the time to procure a replacement in case it does go out, rather than wait and go through a more challenging process. Mr. Isaac Tawil, City Attorney, stated if a failure were to happen, it would impact the water supply.

Mayor Villalobos moved to approve the North Water Plant Emergency Purchase and Replacement of Chain & Flight Sludge Collection System. Trustee Cardenas seconded the motion. The motion carried unanimously.

4. UTILITY LAYOUTS:

- a) Discussion and Possible Approval of Nemont Estates II Subdivision.

Mr. Rafael Balderas, EIT, Assistant Utility Engineer, stated that this property had been approved by the Board in June 2022. The previous request was for the sewer line to go west towards a future lift station, but the developer is requesting to be extended to the east towards the intersection of 6 Mile and Shary Road. Mr. Cardenas asked if the staff was recommending approval. Mr. Balderas stated that the staff does recommend approval.

Trustee Cardenas moved to approve of Nemont Estates II Subdivision. Mayor Villalobos seconded the motion. The motion carried unanimously.

5. MANAGER'S REPORT

- a) Consideration authorizing General Manager to enter into a Memo of Understanding (MOU) with the Texas Water Foundation for promotional efforts on potable water.

Mr. Marco Vega, P. E., General Manager, stated that "Texas Runs on Water" Campaign is noncommittal, but MPU wants to be a part of it and come back and show some of the different ways MPU can promote the utility. A short video was shown to the Board. Ms. Jessica Salinas, Public Education Coordinator, stated that the MOU would be to pilot a campaign called "McAllen Runs on Water" in 2023. The objective for McAllen would be different than the campaigns run in Houston, The Hill Country or the Pan Handle. MPU's objective would be for public awareness and building trust on how water plays a role in our communities. It would be mimicking MPU's "Trust in Every Drop" campaign. Mr. Vega stated that there are existing funds set aside for marketing and media, no additional funds would be needed..

Trustee Cardenas moved to approve authorizing the General Manager to enter into a Memo of Understanding with the Texas Water Foundation for promotional efforts on potable water. Vice-Chairman Williams seconded the motion. The motion carried unanimously.

6. FUTURE AGENDA ITEMS

7. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

Chairman Amos adjourned into Executive Session during the workshop. City Attorney Isaac Tawil stated no action is to be taken on items 2a and 2b.

- a) Consideration of Economic Development Matters. (Section 551.087, T.G.C)

No action was taken.

- b) Consultation with City Attorney regarding pending litigation before the PUC (T.G.C. 551.071).

No action was taken

ADJOURNMENT

There being no other business to come before the Board, the meeting was unanimously adjourned at 4:25 p.m.

Charles Amos, Chairman

Attest:

Juan J. Rodriguez
Interim Utility Board Secretary/
Assistant General Manager



AGENDA ITEM

2.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

12/21/2022

MEETING DATE

1/10/2023

1. Agenda Item: Discussion and Approval of Rancho Subdivision Lots 31A, 31B, 33A, 33B
2. Party Making Request:
Erika Gomez, Developmental Activities
3. Nature of Request: Request of MPUB approval from the developer of the proposed subdivision.
4. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement: N/A
6. Routing:
Erika Gomez Created/Initiated - 12/21/2022
7. Staff's Recommendation: Approval of subdivision as conditions set forth.
8. City Attorney: Approve. IJT
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
THRU: Carlos Gonzalez, P.E., Utility Engineer
FROM: Erika Gomez, E.I.T., Asst. Utility Engineer
DATE: December 15th, 2022
SUBJECT: Rancho Subdivision Lots 31A, 31B, 33A & 33B; Consideration & Approval of Subdivision

This property is located on South 28th Street between Sarah Ave and Olga Ave. It is located within the McAllen City Limits. The tract consists of 0.56 acres and is being proposed as R-1 Residential.

The subdivision application was originally filed with the City on August 23rd, 2022 and has received preliminary P&Z approval on September 7th, 2022. The information required from the developer's engineer for this agenda was received on December 13th, 2022.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 6-inch waterline along the east side of the property within the dedicated alley. The applicant will provide two additional water services and will use the 2 existing water services to serve the four lots. There is an existing fire hydrant for fire protection.
2. **Sewer Service:** The applicant is proposing to connect to an existing 8-inch sewerline along the east side of the property and install two new 4" sewer connections and will use the two existing sewer connections to serve the four lots..
3. The developer submitted a Reimbursement Waiver.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a 10ft. utility easement along the perimeter of the property for future public Utility improvements; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; and 3.) Individual water and sewer services for each lot to be installed.

I'll be available for further discussion/questions at the MPUB meeting.

UTILITY NARRATIVE

RANCHO SUBDIVISION LOTS 31A, 31B, 33A AND 33B, MCALLEN

Proposed Rancho Subdivision Lots 31A, 31B, 33A and 33B Subdivision is a four lot residential re-plat subdivision located between Olga and Sarah Ave. in Rancho Subdivision – along the east side of S. 28th. Street in south McAllen. This plat is within the water, sanitary sewer service area and limits of the City of McAllen. This is a four lot replat of two original Lots 31 and 33, Rancho Subdivision, McAllen.

Subdivision is re-platting each lot into 4 lots total and are separated by Lot 32 that is not owned by this subdivider.

WATER:

This proposed four lot residential subdivision has a total 200 feet of frontage along S. 28th. Street (50 feet for each of the four lots) – these re-platted lots are separated by 100.0 feet (Lot 32).

As per city utility maps there is an existing 6" water line along the east side of these lots within a 20 foot dedicated alley. There are two existing water services (for the original Lot 31 and 33). Subdivider will provide two new water meters for the two new lots being created and will use the existing water meters for a total of four water meters.

Just north of the NWC of Lot 31 along the east side of S. 28th. Street there is an existing fire hydrant approximately 10 feet north of the NWC of Lot 31. All re-platted lots will be within a 500 foot radius from this fire hydrant. No additional fire hydrants are being proposed at this time.

No other water or fire hydrants are being proposed at this time.

SANITARY SEWER:

There is an existing 8" sanitary sewer line located with a 20 foot dedicated alley at the rear of all four lots.

From this existing 8" sewer line there are two existing 4" sewer service connections for the original Lots 31 and 33. This subdivision shall provide for two new 4" sewer connections to service the two lots being created for a total of four sewer service connections.

No other sewer improvements are being proposed at this time.

N:\subdivisionplats\rancho.sub\utilitynarrative.090822

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utilities (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to **Viridiana Suchil** hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property: Rancho Subdivision Lots 31A, 31B, 33A and 33B, McAllen, and, proposes to construct Utility improvements as shown on a plan designed by **Salinas Engineering & Associates** dated September 09, 2022, hereinafter called the IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
2. By the execution of this the Developer certificate hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in duplicate originals this _____ day of _____, 2022

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITIES

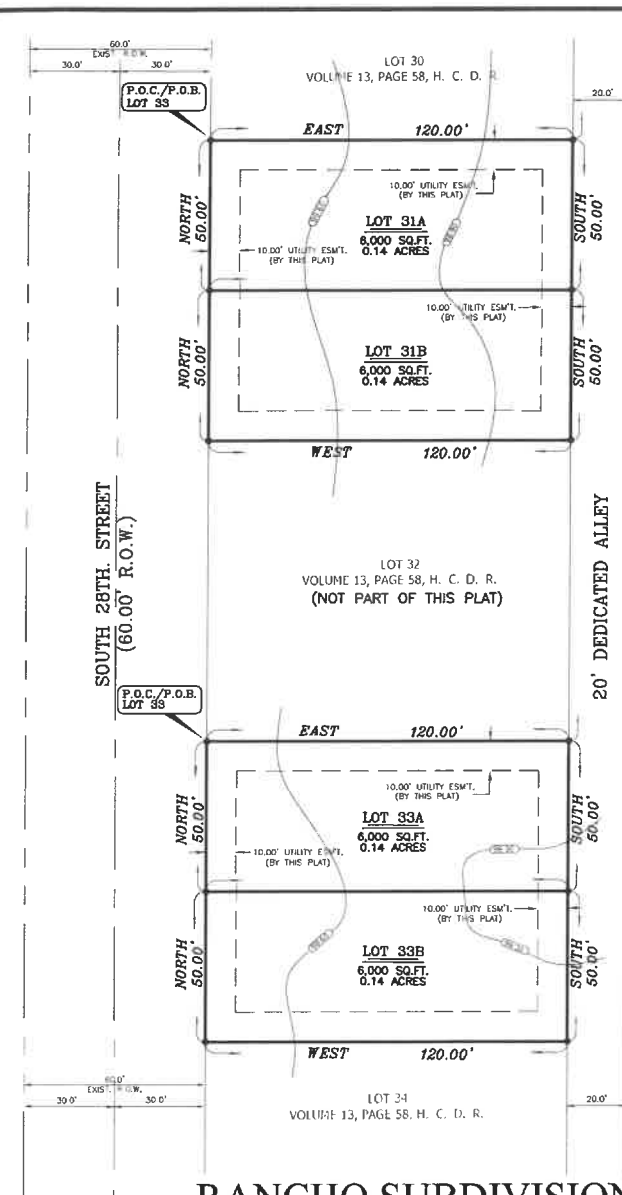
BY: _____
Mark Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

MPUB Secretary

DEVELOPER: Viridiana Suchil

BY: Viridiana Suchil
Address: 3210 Gloria Ave., McAllen, Texas, 78503



LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

SCALE: 1" = 30'

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **SUCHIL 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, WATER COURSES, 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.

OWNER: VIDIDIANA SUCHIL
3210 GLORIA AVE.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED **GEORGIA ALANIS**, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
CITY OF McALLEN

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

MAYOR _____ DATE _____

STATE OF TEXAS
CITY OF McALLEN

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

CHAIRMAN,
PLANNING AND ZONING COMMISSION

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, **DAVID OMAR SALINAS, P.E.**, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

DATE _____

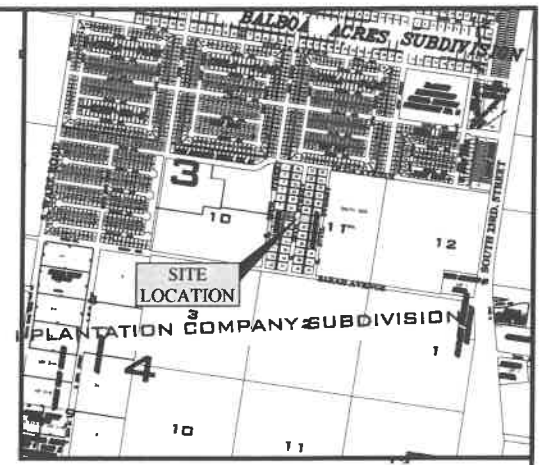
APPROVED BY DRAINAGE DISTRICT:

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 OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, F.E., C.F.M.
GENERAL MANAGER

DATE _____



SCALE: 1" = 1000'

METES AND BOUNDS DESCRIPTION

BEING A 0.28 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 31, RANCHO SUBDIVISION, McALLEN, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.28 ACRE TRACT OF LAND IS MORE PARATICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/4 INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 31 LOCATED ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 28TH STREET FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

- THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 31, A DISTANCE OF 120.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 31 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID LOT 31, A DISTANCE OF 100.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 31 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 31, A DISTANCE OF 120.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 31 AND LOCATED ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 28TH STREET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID LOT 31 AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 28TH STREET, A DISTANCE OF 100.0 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.28 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: RECORDED PLAT OF SAID RANCHO SUBDIVISION, McALLEN, HIDALGO COUNTY, TEXAS.

N:\M&B 2022\LOT 31.33 REPLAT\0.28.081622.10731

METES AND BOUNDS DESCRIPTION

BEING A 0.28 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 33, RANCHO SUBDIVISION, McALLEN, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.28 ACRE TRACT OF LAND IS MORE PARATICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/4 INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 33 LOCATED ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 28TH STREET FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

- THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 33, A DISTANCE OF 120.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 33 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID LOT 33, A DISTANCE OF 100.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 33 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 33, A DISTANCE OF 120.0 FEET TO A 1/4 INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 33 AND LOCATED ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 28TH STREET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID LOT 33 AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 28TH STREET, A DISTANCE OF 100.0 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.28 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: RECORDED PLAT OF SAID RANCHO SUBDIVISION, McALLEN, HIDALGO COUNTY, TEXAS.

N:\M&B 2022\LOT 31.33 REPLAT\0.28.081622.10733

**RANCHO SUBDIVISION
LOTS 31A, 31B, AND 33A, 33B**

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: DECEMBER 12, 2022
JOB NUMBER: SP-22-25864

OWNER: VIDIDIANA SUCHIL
3210 GLORIA AVE.
McALLEN, TEXAS 78501

SEA
SALINAS ENGINEERING & ASSOC.
(F-6675) (TBPLS-10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
10000 10000 10000 10000 10000 10000 10000 10000 10000 10000

GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES = FRONT: IN ACCORDANCE WITH THE ZONING ORDINANCE, OR GREATER FOR EASEMENTS OR INLINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER.

SIDE: IN ACCORDANCE WITH THE ZONING ORDINANCE, OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.

REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE, OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.

GARAGE: 18.0 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES.
- LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "AH" ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED 11/02/82, COMMUNITY PANEL NO. 480343 0010 C. 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 FLOOD HAZARD FACTORS DETERMINED. (BFE 99.0)
- MINIMUM FINISHED FLOOR ELEVATION ON ALL NEW CONSTRUCTION SHALL BE A MINIMUM OF 18.0 INCHES ABOVE THE TOP OF SOUTH 28TH STREET MEASURED FROM THE CENTER OF THE LOT ALONG SOUTH 28TH STREET, BUT NOT LESS THAN ELEV. 99.0.
- MINIMUM 4 FT. WIDE SIDEWALK IS REQUIRED ON SOUTH 28TH STREET
- THIS SUBDIVISION PLAT SHALL BE REQUIRED TO DETAIN A TOTAL OF 2,196.86 CUBIC FEET, OR, 0.05 ACRE-FEET OF DRAINAGE RUNOFF VOLUME. EACH LOT SHALL DETAIN A MINIMUM OF 550.0 CU. FT..
- THE CONSTRUCTION OF ANY STRUCTURES ON OR WITHIN ANY UTILITY EASEMENTS SHALL BE PROHIBITED.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, MAYBE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- B.M.-McALLEN SURVEY CONTROL POINT NO. 92, LOCATED INSIDE IDELA PARK 50 FEET NORTH FROM THE B.C. OF IDELA STREET AND 162 FEET EAST FROM THE CL. OF WARE ROAD. ELEV.=98.55, NAVD 88.
- 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.
- 6' OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
- 8' MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

CN: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

ET: _____ DEPUTY

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF McALLEN ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON DECEMBER 13, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: VIDIDIANA SUCHIL	3210 S. 28TH STREET	McALLEN, TEXAS 78503	(956) 621-3514	(956) 686-1489
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

UTILITY LAYOUT
&
DRAINAGE HYDROGRAPH
RANCHO SUBDIVISION
LOTS 31A, 31B, AND
33A, 33B

Project:

David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/13/22

Scale: 1"=30'

Designed By: D.O.S.

Drawn By: R.G.

Checked By: D.O.S.

Approved By: D.O.S.

Project No: SP-22-25864

Drawing No: SP-22-25864

Sheet 2 of 2

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
- FIRE HYDRANT
- SINGLE POLE TRAFFIC SIGN
- WATER METER
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P-B PROPERTY LINE TO BACK OF CURB
- B-B BACK OF CURB TO BACK OF CURB
- P-E PROPERTY LINE TO EDGE OF ASPHALT
- E-E EDGE OF ASPHALT TO EDGE OF ASPHALT
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

SCALE: 1"=30'

LAND CHARACTER		LAND CHARACTER	
Area: 0.28 acres	0.28 acres	Area: 0.28 acres	0.28 acres
Length of Basin: 0.11 mi	0.11 mi	Length of Basin: 0.11 mi	0.11 mi
Ag. Basin Slope (ft./mi): 28.11	28.11	Ag. Basin Slope (ft./mi): 28.11	28.11
Developed: 28.11	28.11	Developed: 28.11	28.11
Accumulated Runoff Calculations		Accumulated Runoff Calculations	
LIMIT OUTFLOW		LIMIT OUTFLOW	
County: HIDALGO COUNTY, TEXAS		County: HIDALGO COUNTY, TEXAS	
2-year		2-year	
a	b	a	b
0.631	74	0.631	74
5-year		5-year	
a	b	a	b
0.795	80	0.795	80
10-year		10-year	
a	b	a	b
0.778	87	0.778	87
25-year		25-year	
a	b	a	b
0.771	98	0.771	98
50-year		50-year	
a	b	a	b
0.749	99	0.749	99
100-year		100-year	
a	b	a	b
0.74	103	0.74	103

UTILITIES NEED FOR 2 - NEW LOTS
2 - 1" x 3/4" WATER SERVICES
2 - 4" SANITARY SEWER SERVICES

PROP. 4" SINGLE
SANITARY SEWER
CONNECTION (TYP.)
(EXACT LOCATION TO BE
DETERMINED DURING
BUILDING PERMIT
STAGE)

PROP. 1" SINGLE WATER
SERVICE CONNECTION (TYP.)
(EXACT LOCATION TO BE
DETERMINED DURING
BUILDING PERMIT
STAGE)

PROP. 4" SINGLE
SANITARY SEWER
CONNECTION (TYP.)
(EXACT LOCATION TO BE
DETERMINED DURING
BUILDING PERMIT
STAGE)

PROP. 1" SINGLE WATER
SERVICE CONNECTION (TYP.)
(EXACT LOCATION TO BE
DETERMINED DURING
BUILDING PERMIT
STAGE)

CONSTRUCTION NOTES

- A. MAIN LINE SIZE 2" TEE OR MAIN LINE SIZE x 3/4" SERVICE SADDLE.
- B. 2" x 3/4" REDUCER (IF NEEDED)
- C. WATER MAIN (C900,C905 DR-18 CLASS 150)
- D. 3/4" CORPORATION STOP.
- E. 3/4" SERVICE LINE, POLYETHYLENE WATER TUBING, "TOUGH TUBING" ASTM D3747 OR APPROVED EQUAL
- F. 3/4" CORPORATION STOP

GENERAL NOTES

1. ON ALL SERVICE LINES GREATER THAN 1" (2" PVC SCHEDULE 40), A 2" VALVE WILL BE REQUIRED
2. ALL SERVICE CONNECTION SHALL BE DONE PRIOR TO STREET CONSTRUCTION
3. SERVICE CONNECTION LOCATION TO BE SHOWN ON PLANS.

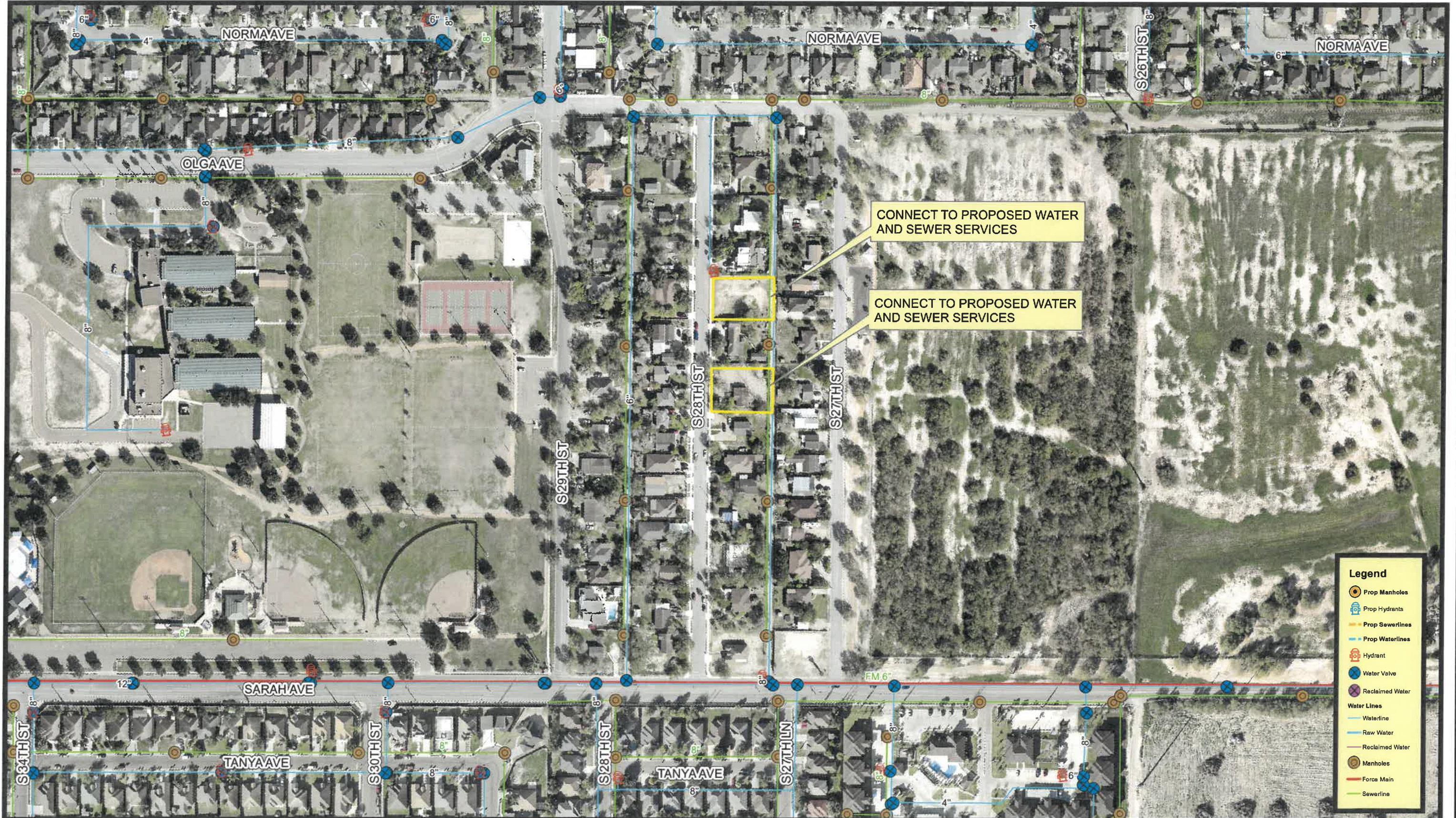
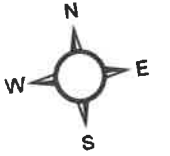
SINGLE CONNECTION

SINGLE SERVICE WATER CONNECTION

SINGLE SANITARY SEWER SERVICE CONNECTION

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF MCALLEN ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973, ON DECEMBER 13, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

RANCHO SUBDIVISION LOTS 31A, 31B, AND 33A, 33B



Legend

- Prop Manholes
- Prop Hydrants
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water
- Water Lines
- Waterline
- Raw Water
- Reclaimed Water
- Manholes
- Force Main
- Sewerline



AGENDA ITEM

2.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED

01/04/2023

MEETING DATE

1/10/2023

1. Agenda Item: Consideration and Approval of BuyBoard Contract for Manhole Rehabilitation Project.

**2. Party Making Request:
Marco Ramirez, Utility Engineer P.E.**

3. Nature of Request: Consideration and Approval of BuyBoard Contract for Manhole Rehabilitation Project.

4. Budgeted: Yes

Bid Amount: \$554,504.80

Under Budget: \$45,495.20

Budgeted Amount: \$600,000

Over Budget: \$0.00

Amount Remaining: \$45,495.20

5. Reimbursement:

6. Routing:

Marco Ramirez

Created/Initiated - 1/4/2023

7. Staff's Recommendation: Staff Recommends Approval.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

To: Mark Vega, P.E., General Manager
Thru: Marco Ramirez, P.E., Utility Engineer
From: Patrick R. Gray, E.I.T, GIS Coordinator
Date: January 3, 2023
Re: **Consideration and Approval of BuyBoard Proposal for Manhole Rehabilitation Project 2023**

For this fiscal year's sanitary sewer manhole rehabilitation plan, staff is requesting McAllen Public Utility Board consideration of a proposal for the rehabilitation of sewer manholes that have been deemed in need of repair or rehabilitation. A budget of \$600,000 for manhole rehabilitation has been established for the 2022-2023 Fiscal Year.

The Budget is intended to be utilized as follows:

Manhole Rehabilitation Contract: \$554,504.80 (This contract if approved).
Purchase of Manhole Covers: \$ 26,250.00 (50 covers from Supply contract).
Total Budget to be Spent: \$580,754.80

The scope of this project consists of the rehabilitation of 157 sewer manholes. The rehabilitation may include cover replacement, structural repair (cement / epoxy), and/or bench repair.

Staff has obtained a proposal of \$554,504.80 from Southern Trenchless Solutions for this phase of manhole rehabilitation. Attached is a copy of the proposed quote.

Staff recommends approval of the BuyBoard proposal for the rehabilitation of the 157 sanitary sewer manholes.

Staff will be available for any questions, comments, or concerns.

Thank You



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
 Adminstx@southerntrenchless.com

Quote Issued 12/15/2022

Quote # 22278

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

BuyBoard # 635-21

Project: City of McAllen -
 Manhole Rehabilitation PH V

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	3,750.00	3,750.00
2	90	Premium MH frame & cover (Composite Manhole Cover)	124	EA	825.00	102,300.00
3	95	Manhole Rehabilitation - cementitious	7,600	SF	19.00	144,400.00
4	98	Manhole Rehabilitation - epoxy	7,600	SF	19.00	144,400.00
5	104	Manhole Bench Reconstruction for Fiberglass MH (Cementitious&Epoxy)	82	EA	996.40	81,704.80
6	95	Manhole Rehabilitation - cementitious (Fiberglass MH)	1,030	SF	30.00	30,900.00
7	98	Manhole Rehabilitation - epoxy (Fiberglass MH)	1,030	SF	30.00	30,900.00
8	MISC	Payment & Performance Bonds ****MISCELLANEOUS****	1	EA	16,150.00	16,150.00
1	105	Void Filling Exterior of Manhole Structure (Flow Fill or other Material)	0	CF	75.00	0.00

Total

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
 PO Box 8084
 Weslaco, TX 78599



We Appreciate Your Business!!!



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
 Adminstx@southerntrenchless.com

BuyBoard # 635-21

Project: City of McAllen -
 Manhole Rehabilitation PH V

Quote Issued 12/15/2022

Quote # 22278

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Line	Item	Description	Qty	Unit	Unit Price	Total
3	MISC1	Fiberglass Patch Repair ***Additional Inclusions*** 4 Premium MH Frame & Cover includes saw-cut, removal of concrete apron, removal of cover, adjustment as necessary, installation of new cover (provided by the MPU), installation of concrete apron, and traffic control. 5 Manhole Rehabilitation items include bench repair on concrete or brick manholes, confined space entry, and traffic control.	0	SF	50.00	0.00

Total \$554,504.80

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

****Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.**

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
 PO Box 8084
 Weslaco, TX 78599



We Appreciate Your Business!!!



AGENDA ITEM

3.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

01/04/2023

MEETING DATE

1/10/2023

1. Agenda Item: Consideration and Approval of Professional Services Engineering Contract Amendment No. 1 for the 23rd Street and Sarah Lift Station Relocation Project.

**2. Party Making Request:
Marco Ramirez, Utility Engineer P.E.**

3. Nature of Request: Consideration and Approval of Professional Services Engineering Contract Amendment No. 1 for the 23rd Street and Sarah Lift Station Relocation Project.

4. Budgeted: Yes

Bid Amount: \$168,165
Under Budget: \$0.00

Budgeted Amount: \$150,000
Over Budget: \$18,165
Amount Remaining: _____

5. Reimbursement:

6. Routing:
Marco Ramirez Created/Initiated - 1/4/2023

7. Staff's Recommendation: Staff Recommends Approval.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager

THRU: J.J. Rodriguez, Asst. General Manager

FROM: Marco Ramirez, P.E., Utility Engineer

DATE: January 4, 2023

SUBJECT: **Consideration and Approval of Professional Services Engineering Consulting Contract Amendment No. 1 for the 23rd Street and Sarah Lift Station Relocation Project.**

On July 13, 202, MPUB Approved award of Professional Services Contract to SWG Engineering, LLC., for the 23rd Street and Sarah Lift Station Relocation Project. The intent of the contract was to design a new lift station at a different location to abandon the existing lift station that was prone to flooding, requires rehabilitation, and does not have sufficient capacity to serve future growth.

Staff conducted further evaluation of the lift station service area and in conjunction with Master Planning for Sewer, evaluated the alternative to construct a sewer line that would allow the abandonment of the existing lift station and provide sufficient capacity for future growth. Analysis conducted by Freese and Nichols as part of the Master Plan indicated that the construction of a gravity line was a valid alternative to the construction of a new lift station. Therefore, Staff requests amending the Professional Service Contract to SWG Engineering for the change of design scope to a Gravity Sewer System.

The Consultant and Staff coordinated to develop a Scope of Service which generally consists of the design and preparation of construction plans and specifications for a Gravity Sewer System.

The Amended Scope of Service Contract is attached for your reference. Included with the contract documents is a Cost Proposal for engineering design services not to exceed \$168,165.

Staff recommends approval of Amendment No. 1 Professional Services Contract to SWG Engineering, LLC., as proposed, for an amount not to exceed \$168,165. Staff will be available for further discussion/questions at the MPUB Meeting.

This is **AMENDMENT NO. 1**, consisting of 2 pages,
referred to in and part of the Contract Agreement for
Engineering/Professional Services dated October 1, 2021.

**AMENDMENT TO CONTRACT AGREEMENT FOR
ENGINEERING/PROFESSIONAL SERVICES
Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Contract Agreement: October 1, 2021
- b. Owner: McAllen Public Utility Board
- c. Engineer: SWG Engineering, LLC
- d. Project: Design of Sarah & 23rd St. LS No. 31

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Please see Attachment "A" – Modified Scope of Services

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Please see Attachment "B" – Fee Schedule & Summary of Hours and Fees on Each Task

- c. The schedule for rendering services is modified as follows:

<u>Description of Task</u>	<u>Start Point</u>	<u>Duration</u>	<u>Unit of Time</u>
Preliminary Phase	Feb. 2023	3	Months
Design Phase	May 2023	10	Months
Bidding Phase	Mar. 2023	3	Months
Construction Phase	June 2024	12	Months
Project Closing	June 2025	3	Months

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$120,000.00
- b. Net change for prior amendments: \$ NA
- c. This amendment amount: \$ 48,165.00
- d. Modified Agreement amount: \$168,165.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Contract Agreement.

Owner and Engineer hereby agree to modify the above-referenced Contract Agreement as set forth in this Amendment. All provisions of the Contract Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ATTEST:

DATE

ENGINEER:

SWG ENGINEERING, LLC

By: _____

RANDALL C. WINSTON, P.E.

Title: PRESIDENT

Date Signed: _____

ATTEST:

Cynthia Mge 12-9-22
DATE

APPROVED AS TO FORM:

DATE

REVIEWED BY:

DATE

AMENDMENT TO ORIGINAL CONTRACT

ATTACHMENT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Background and Introduction

McAllen PUB staff is recommending that Lift Station #31 be abandoned and the flows to the lift station be diverted via an Interceptor line. The Interceptor line will connect to an existing 30-inch Interceptor line located approximately 5,000 feet north of the abandoned lift station.

Project Approach

General approach to this project will be to conduct the project in six (6) Phases.

- **Preliminary Phase – Tasks:**
Review the Sanitary Sewer System Freese and Nichols Model report related to the flows to the lift station.
Prepare Engineering Report for the abandonment of Lift Station 31 and the construction of an interceptor line. The interceptor line will have an outfall to an existing 30-inch interceptor line located approximately 5,000 feet north of the lift station.
Engineering Report will have an opinion of probable construction costs.
- **Easement Phase – Tasks:**
Prepare permanent and construction utility survey easements for approximately ten (10) property owners.
Obtain title search of the ten (10) property owners to verify any existing easements.
- **Design Phase – Tasks:**
Obtain field topographic survey information of the proposed alignment of the interceptor line.
Prepare plan and profile of the proposed alignment of the interceptor line.
Prepare hydraulic calculations of the interceptor line.
Prepare construction details for the installation of the interceptor line at depths of 15–20 feet.
Prepare plans for the abandonment of Lift Station 31.
Prepare preliminary plans, final plans and specifications for review by MPUB.
- **Bidding Phase – Tasks:**
Assist McAllen PUB with the advertisement of the project.
Assist McAllen PUB with the responses to all contractors' information and clarification.
Assist McAllen PUB and attend a pre bid conference.
Assist McAllen PUB and attend a bid opening.
Evaluate, with McAllen PUB, the bids and prepare a recommendation for the selected bidder.
- **Construction Phase – Tasks:**
Attend monthly construction update meeting.
Review all contractor's submittals and testing lab results.
Review and respond to contractor's Requests for Information.
Review and process contractor's requests for payment and change orders.

Provide periodic site inspection visits by the Engineer.

Conduct Final Walk Through with McAllen PUB staff and prepare final “Punch List”.

- **Post Construction – Task:**

Prepare record drawings based on the contractor's As-Built markup set.

AMENDMENT TO ORIGINAL CONTRACT

ATTACHMENT "B" – FEE SCHEDULE

SUMMARY OF HOURS AND FEES ON EACH TASK

Task	Principal \$250	Project Manager \$200	Project Engineer \$150	Graduate Engineer \$100	Senior CADD Tech \$75	RPLS Field Crew \$150	Admin Assistant \$120	Office Clerical \$35	Total Fee
Preliminary Phase									
Review Freese and Nichols Model	0	5	24	8	0	0	0	0	\$5,400
Preparing Engineering Report	1	4	30	20	24	0	2	24	\$10,430
Presentation of Engineering Report	0	4	4	0	0	0	0	0	\$1,400
Revisions of Report	1	4	16	8	12	0	2	8	\$5,670
Final Engineering Report	0	4	4	0	0	0	0	0	\$1,400
Total Preliminary Phase	2	21	78	36	36	0	4	32	\$24,300
Easement Phase									
Permanent and Construction Utility Easements (10)	0	4	4	4	40	40	0	0	\$10,800.00
Title Search (10)	0	0	0	0	0	10	0	0	\$10,500.00
Total Easement Phase	0	4	4	4	40	50	0	0	\$21,300.00
Design Phase									
Topographic Survey Information	0	4	16	0	60	65	0	0	\$17,450
Plan and Profile	0	8	80	35	66	0	0	0	\$22,050
Hydraulic Calculations	2	8	32	24	0	0	0	0	\$9,300
Construction Details	0	8	56	40	66	0	0	0	\$18,950
Plans for Abandonment of Lift Station 31	0	10	44	35	24	0	0	0	\$13,900
Plans for Service Connections	0	4	20	8	8	0	0	0	\$5,200
Final Plans and Specifications	1	10	80	25	50	0	8	24	\$22,300
Total Design Phase	3	52	328	167	274	65	8	24	\$109,150
Bidding Phase									
Advertisement	0	4	0	0	0	0	2	3	\$1,145
Contractor's Clarifications	0	8	5	0	0	0	0	0	\$2,350
Pre-Bid Meeting	1	4	4	0	0	0	0	0	\$1,650
Bid Opening	0	4	2	0	6	0	2	2	\$1,860
Evaluation of Bid	1	2	6	0	0	0	0	2	\$1,620
Total Bidding Phase	2	22	17	0	6	0	4	7	\$8,625
Construction Phase									
Review Submittals and Lab Testing Results	0	5	10	40	0	0	0	0	\$6,500
Respond to Contractor's RFI	0	5	20	0	0	0	1	8	\$4,400
Review Contractor's Payment and Change Orders	0	1	20	0	0	0	1	3	\$3,425
Monthly Meetings & Periodic Site Visits	0	5	160	0	0	0	0	0	\$25,000
Conduct Final Walk Thru and Prepare Final "Punch List"	0	0	10	0	0	0	0	0	\$1,500
Total Construction Phase	0	16	220	40	0	0	2	11	\$40,825
Post Construction Phase									
Record Drawings	1	1	16	0	24	0	0	4	\$4,790
Total Hours	8	116	663	247	380	115	18	78	Fee \$168,165.00

**CONTRACT AGREEMENT
FOR
ENGINEERING/PROFESSIONAL SERVICES**

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the 1st day of October, in the year 2021, between the MCALLEN PUBLIC UTILITY, hereinafter called the **OWNER** and **SWG ENGINEERING, LLC**, hereinafter called the **ENGINEER** for the DESIGN OF SARAH & 23RD ST. LS NO. 31 *in Hidalgo County, TX*, hereinafter called the **PROJECT**.

PART II. ENGINEERING FEES

The maximum amount payable under this Agreement without modification is **\$120,000.00**. The basis of cost is identified in **EXHIBIT "D" Contract Rates and Cost Proposal**, attached hereto.

PART III. TERM OF AGREEMENT

This Agreement shall be in effect until the close of business of August 11, 2023

PART IV. NOTICES

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

McAllen Public Utility
Attention: **Marco Vega, PE**
P.O. Box 220
McAllen, Texas 78505-0220

PART V. TERMS AND CONDITIONS

ARTICLE 1. - ENGINEER'S SERVICES

1.1 Basic Services

The work to be furnished by the **ENGINEER** under this Agreement shall consist of engineering services to be developed in accordance with the Texas Commission on Environmental Quality (TCEQ) design standards and in a format acceptable to TCEQ, the **OWNER**, and/or other reviewing agencies.

The **ENGINEER** agrees to perform professional services in connection with the **PROJECT**, including normal civil engineering services related thereto, as set forth below and contained within this Agreement. Specifically, the **OWNER** will furnish items and perform those services for fulfillment of the Agreement as identified in **EXHIBIT A "Further Description of Engineering Services and Related Matters: Services to be Provided by the OWNER"**, attached hereto and made a part of this Agreement. The **ENGINEER** shall render professional services necessary for the development of the **PROJECT** as identified in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the ENGINEER"**, attached hereto and made a part of this Agreement. The **ENGINEER** shall perform all work in accordance with the outline identified in **EXHIBIT C "Work Schedule"**, attached hereto and made a part of this Agreement.

1.2 Study and Report Phase NA

After written authorization to proceed with the Study and Report Phase, **ENGINEER** shall provide the following:

The specific duties and responsibilities of **ENGINEER** during the Study and Report Phase are as indicated in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the ENGINEER"**.

1.3 Design Phase

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

1.3.1 In consultation with **OWNER**, review the extent of the **PROJECT** as identified in 1.3.7.

1.3.2 Prepare for incorporation in the construction contract documents final drawings (hereinafter called "Drawings and Specifications") to show the character and extent of the **PROJECT**.

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

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

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

1.3.6 Furnish ten (10) copies of the above documents and present and review them in person with **OWNER**.

1.3.7 The specific duties and responsibilities of **ENGINEER** during the Design Phase are amended and supplemented as indicated in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the ENGINEER"**.

1.4 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, **ENGINEER** shall:

1.4.1 Distribute complementary set of plans and specifications to plan review rooms as designated by **OWNER**.

1.4.2 Conduct a pre-bid conference, inviting all prospective bidders and prospective subcontractors to discuss all aspects and requirements to the proposed work.

1.4.3 Issue all addenda which do not affect the scope of the proposed **PROJECT**. Obtain **OWNER**'s approval prior to issuance of addenda which affect the scope of the **PROJECT** or significantly alters the **PROJECT** as approved by **OWNER**.

1.4.4 Assist the **OWNER** in obtaining bids and prepare tabulations of bids received; submit five (5) copies of the bid tabulation and the **ENGINEER**'S recommendation for the award of contract to the **OWNER**.

1.4.5 Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and

organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.6 Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.7 The duties and responsibilities of **ENGINEER** during the Bidding or Negotiating Phase are amended and supplemented as indicated in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**.

1.5 Construction Phase

During the Construction Phase, **ENGINEER** shall:

1.5.1 Perform the duties and discharge the responsibilities stated in **PROJECT** specifications after receiving written authorization to proceed with construction. The extent and limitations of the duties, responsibilities and authority of **ENGINEER** as assigned in **PROJECT** specifications shall not be modified, except to the extent provided in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**, and except as **ENGINEER** may otherwise agree in writing. All of **OWNER's** instructions to Contractor(s) will be issued through **ENGINEER** who will have authority to act on behalf of **OWNER** to the extent provided in said Standard General Conditions of the construction contract documents except as otherwise provided in writing.

1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the construction contract documents (hereinafter referred to as "Contract Documents"). During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, and shall notify **OWNER** of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.

1.5.3 Review and approve or take other appropriate action in respect of shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the Contract Documents.

1.5.4 Issue all instructions of **OWNER** to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders (**for errors or omissions only**) as required; have authority as **OWNER's** representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of **OWNER** and Contractor(s) relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.

1.5.5 Based on **ENGINEER's** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, that, to the best of **ENGINEER's** knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to

an evaluation of such work as a functioning **PROJECT** upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, techniques or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price.

1.5.6 Conduct an inspection to determine if the **PROJECT** is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), by any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.5.5.

1.5.7 Revise contract drawings to record as-built conditions, with the assistance of the Contractor and **OWNER**. Provide **OWNER** with one (1) set of record drawings on mylar film, two (2) sets on blue line or equivalent, and one (1) set in electronic format.

1.5.8 **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.5.1 through 1.5.8, inclusive, shall be construed to release **ENGINEER** from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.5.9 The duties and responsibilities of **ENGINEER** during the Construction Phase are amended and supplemented as indicated in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**.

1.6 Period of Service

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

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

ARTICLE 2. - ADDITIONAL OR SPECIAL SERVICES

2.1 If authorized in writing by **OWNER**, **ENGINEER** shall furnish or obtain Additional or Special Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**; compensation to the **ENGINEER** shall be as provided in Article 4.

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

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

2.1.3 Providing renderings or models for **OWNER's** use.

2.1.4 Preparing documents for alternate bids requested by **OWNER** for Contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by **OWNER**.

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

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

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

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

2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of Contractor(s) that could not have been reasonably prevented by **ENGINEER** or his representatives; (3) prolongation of the contract time of any prime contract by more than sixty (60) days; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default of Contractor(s).

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

2.1.12 Additional services in connection with the **PROJECT**, including services normally furnished by **OWNER** and services not otherwise provided for in the Agreement.

2.2 Resident Services During Construction

2.2.1 If requested by **OWNER** or recommended by **ENGINEER** and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by **ENGINEER** in order to assist **ENGINEER** in observing performance of the work of Contractor(s). Such services will be paid for by **OWNER** as indicated in Paragraph 4.1.2.3.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**, or if modified or amended is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project representation will not make **ENGINEER**

responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4 If **OWNER** designates another person to represent **OWNER** at the **PROJECT** Site who is not **ENGINEER's** agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of **ENGINEER** under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

ARTICLE 3. - OWNER's RESPONSIBILITIES

OWNER shall:

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

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

3.3 Furnish to **ENGINEER**, as required for performance of **ENGINEER's** Basic Services (except to the extent provided otherwise in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Article 2; all of which **ENGINEER** may rely upon in performing his services.

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

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

3.6 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the **PROJECT** including any that may be raised by Contractor(s). Such auditing service as **OWNER** may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulations applicable to their performance of the work.

3.7 Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER's** policies and decisions with respect to materials, equipment, elements and systems pertinent to **ENGINEER's** services; **OWNER's** representative for the Project will be: **Roel Rodriguez, PE.**

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

3.9 Furnish, or direct **ENGINEER** to provide necessary Additional or Special Services as stipulated in Article 2 of this Agreement or other services as required.

3.10 Bear all costs incident to compliance with the requirements of this Article 3.

3.11 The duties and responsibilities of **OWNER** are amended and supplemented as indicated in **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Owner"**.

ARTICLE 4. - PAYMENTS TO ENGINEER

4.1 Methods of Payment for Services and Expenses of ENGINEER.

4.1.1 For Basic Services. **OWNER** shall pay **ENGINEER** for Basic Services rendered under Article 1 (as amended and supplemented by **EXHIBIT B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**) as follows:

Payment of the lump sum fee will be in proportion to the percent completion of the work tasks and Basic Services to be provided by the **Engineer** in accordance with the Cost Proposal identified in **EXHIBIT D – Contract Rates and Cost Proposal**.

The final 5% of the Basic Services fee shall not be payable until the As-Built Drawings are submitted by the **ENGINEER**.

4.1.2 For Additional or Special Services. **OWNER** shall pay **ENGINEER** for Additional or Special Services rendered under Article 2 as follows:

4.1.2.1 General. For Additional or Special Services rendered under Paragraphs 2.1.1 through 2.1.10 inclusive, Paragraph 2.1.12, and services in preparation to appear as a consultant or witness under Paragraph 2.1.11, on the basis of a negotiated fee, prior to commencing Additional or Special Services. The negotiated fee for Additional or Special Services will incorporate labor and non-labor rates no higher than shown in the table(s) of Contract Rates as shown in **EXHIBIT D – Contract Rates and Cost Proposal**.

Payment of the lump sum fee for Additional or Special Services negotiated and/or as shown in **EXHIBIT D – Contract Rates and Cost Proposal**, will be in proportion to the percent completion of the work tasks and Special Services to be provided by the **Engineer**.

4.1.2.2 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.11 at the rate of no more than **\$150** per hour or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 4.1.1).

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

4.2 Times of Payments

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

4.3 Other Provisions Concerning Payments

4.3.1 If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty (30)

days after receipt of **ENGINEER's** bill therefore, the amounts due **ENGINEER** shall include a charge of 10% per annum interest from said thirtieth day, and in addition, **ENGINEER** may, if himself not in default, after giving seven (7) days written notice to **OWNER**, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

4.3.2 In the event of termination by **OWNER** under Paragraph 5.1 upon the completion of any phase of the Basic Services and Additional or Special Services, progress payments due **ENGINEER** for services rendered through such phase shall constitute total payment for such services. In the event of such termination by **OWNER** during any phase of the Basic Services and Additional or Special Services, **ENGINEER** will be paid for services rendered to the termination notice date including reimbursable expenses.

4.4 Definitions

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

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

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

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

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

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

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

4.7.3 **ENGINEER** has failed within ten (10) days after **ENGINEER** has been paid to make payments to consultants or other third parties used in connection with the Services for which **OWNER** has made payment to **ENGINEER**;

4.7.4 If **OWNER**, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no

additional payments will be due **ENGINEER** hereunder unless and until **ENGINEER**, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by **OWNER** to be sufficient to so complete the services.

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

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

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

ARTICLE 5. - GENERAL CONSIDERATIONS

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

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

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

5.4 Successors and Assigns

5.4.1 **OWNER** and **ENGINEER** each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

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

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

ARTICLE 6. - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.1 This Agreement is subject to the following special provisions:

6.1.1 **ENGINEER's Insurance.** The **ENGINEER** shall acquire and maintain all insurances listed below for the duration of the Agreement and provide certificates of insurance to and obtain approval thereof from the **OWNER's** Risk Manager or designated representative prior to commencement of services. The certificates of insurance shall reference the project name.

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

Professional Liability Insurance: Coverage of at least \$1,000,000 on a "Claims Made Basis". This coverage shall remain in effect for a two (2) year period following the expiration of the contract with the **OWNER**. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the **OWNER**.

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

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

No endorsements excluding these coverage's are allowed.

Additional Insured Requirement:

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

Business Automobile Liability: **ENGINEER** shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the **OWNER** and shall name the **OWNER** as an additional insured.

Umbrella/ Excess Liability: **ENGINEER** shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Employer's Liability and Auto Liability.

Workers' Compensation: The **ENGINEER** shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor in said policy for Worker's Compensation Insurance. **ENGINEER** shall further insure that all of its sub-consultants/contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The **OWNER** is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as additional insured. In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor in said policy for Worker's Compensation Insurance.

Deductible Clause: **ENGINEER** shall declare self-insured retention or deductible amounts.

All insurance carriers shall be published on A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the **ENGINEER** to insure that all sub-consultants/contractors comply with the same insurance requirements spelled out above. The **OWNER** may request a copy of the insurance policy according to the nature of the project. **OWNER** reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Accord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-consultants/contractors, and/or lower-tier sub-consultants/contractors.

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

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

6.2.1 **Exhibit A "Further Description of Engineering Services and Related Matters: Services to be Provided by the Owner"**

6.2.2 **Exhibit B "Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer"**

6.2.3 **Exhibit C "Work Schedule"**

6.2.4 **Exhibit D "Contract Rates and Cost Proposal"**

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

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

ARTICLE 7. OTHER CONDITIONS OR SERVICES

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

7.2 The **ENGINEER** represents, covenants and agrees that all of the Services to be furnished by the **ENGINEER** under or pursuant to this Agreement, from the inception of the Agreement until the **PROJECT** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the **PROJECT** with all the amenities as set forth in the Drawings and Specifications.

7.3 The **ENGINEER** represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the **PROJECT** and that because of such talent and training, **ENGINEER** envisions the construction of the **PROJECT** in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent **ENGINEER** having such special skills could anticipate may arise from the proper use of the **PROJECT** after accepted by **OWNER**; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the **PROJECT** after accepted by **OWNER**; and, it recognizes that any management, employees, and agents of the **OWNER**, plus guests and visitors are within a class of foreseeable persons who will be relying on the **PROJECT** being designed in a professional and safe manner.

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

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

7.5 Notwithstanding any provision herein to the contrary, in the event it is necessary for the **OWNER**

to require changes in the final plan of the **PROJECT** to enable reduction of construction cost of the **PROJECT** to an amount within the sum estimated by the **ENGINEER**, the **ENGINEER** will be required to make such revisions or changes. Notwithstanding any provisions herein to the contrary, it is agreed that if the project cost is less than the lowest bona fide bid for construction and such low bid is not accepted by the owner, the **ENGINEER**, at its expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to **OWNER** and re-bid the project. The project cost is defined as the **ENGINEER**'s final estimate of the probable cost of construction delivered with the completed PS&E. The **OWNER** agrees to give the **ENGINEER** the latitude to make the required changes to the plans and specifications to achieve the required reduction in construction costs; however, the **ENGINEER** shall consult with the **OWNER** on all necessary changes.

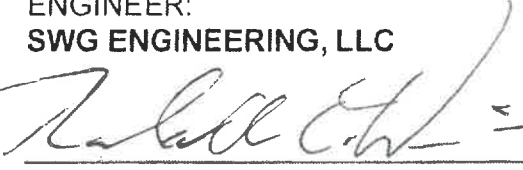
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
McALLEN PUBLIC UTILITY


MARK VEGA, P.E.
General Manager

8.20.21
DATE

ENGINEER:
SWG ENGINEERING, LLC


Randall C. Winston, P.E.,
Principal

DATE 6/22/21

ATTEST:


NYLA FLATAU
MPUB Secretary

8/23/21
DATE

ATTEST:


Cynthia Meza
Admin. Assistant

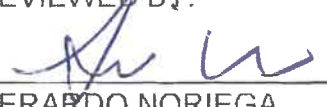
6-22-21
DATE

APPROVED AS TO FORM:


ISAAC TAWIL
City Attorney

8.23.21
DATE

REVIEWED BY:


GERARDO NORIEGA
Director of Purchasing and Contracting

8-23-21
DATE

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS: Services to be provided by the OWNER

During the course of the project and in particular, at the beginning of the project, the Owner shall provide available information or assistance needed by the Engineer. Typical information and services that may be required include:

1. Copies of existing plans and specifications on the existing and any appurtenant facilities.
2. Copies of existing plans that show the influent and effluent piping, manholes etc. in the immediate area of the lift station.
3. Any information in the Owner's possession regarding other existing or planned utilities in the area of the lift station including but not limited to water, natural gas, electrical, telephone, television and communication cable and storm drainage.
4. Current and historical flow data for the lift station.
5. Information on the Owners master plan for the ultimate service area to be served by this lift station.
6. Information on the Owners projected peak and average flows that will be ultimately handled at this lift station.
7. Information on the historical operation and maintenance of this lift station.
8. Some materials testing may be required to determine the structural integrity of the existing lift station structure. Cost for core borings and materials testing have not been included in the engineering services portion of this contract (Exhibit B) and will be the responsibility of the Owner.
9. Some testing may be required to determine the impact of the current odor and corrosion control equipment and product and to evaluate alternative odor and corrosion control equipment and products. Costs for this testing and the cost of alternative products testing have not been included in the engineering services portion of this contract (Exhibit B) and will be the responsibility of the Owner.
10. Intention of the Project is to relocate the existing lift station.
11. Assistance with other City of McAllen departments that may be required for traffic control. This may include assistance with the Police, Fire Department or the Public Works Department.
12. Assistance with any local permitting that may be required in the course of the project.

Summary of work:

The objective of the engineering project is to prepare preliminary and final plans for the construction of a sanitary sewer lift station located at Sara and 23rd St, in McAllen, Texas. This lift station shall be a replacement or reconstruction of the existing facilities.

SERVICES PROVIDED BY THE OWNER:

1. The OWNER shall clearly define the Project to the ENGINEER and provide the ENGINEER with clear Project objectives, expectations, time schedules, budgets and other information necessary to the timely development of the Project.
2. The OWNER shall furnish the ENGINEER all pertinent information, documents, recorded "as-built" drawings of the existing lift station including pump and equipment information, Topographic Survey of the site and surrounding areas, including locations and elevations of sanitary sewer manholes, wet 11s, dry pits, and locations of power lines, water lines and other public/private utilities that may interfere with design and construction.
3. The OWNER shall make known to the ENGINEER any known restrictions and encroachments related to the Project Site such as restrictive covenants, building setbacks, etc. that may impact the location or configuration of the proposed improvements.
4. The OWNER shall furnish the ENGINEER flow/time pump data related to the existing lift station including Low, Average and Peak Flows. Flow data shall be taken for a reasonable length of time to provide the ENGINEER with good representative data that indicates Peak Times, Peak Flow, Average Flow and Low Rates of Flow.
5. The OWNER shall direct the ENGINEER as to the Lift Station Configuration approved for Design and Construction taken from the list of recommended alternates.
6. The OWNER shall be responsible to advertise for bids for the approved project and to pay for all fees and costs associated, including costs associated with additional plan and specification printing over the number of copies agreed and stated in the Contract.
7. The OWNER shall be responsible to pay the ENGINEER in a timely manner for the approved work. Invoices shall be submitted to the OWNER on a monthly schedule and based on percentage of work accomplished
8. The OWNER shall advise the ENGINEER of any additional services that may need to be performed.

VOID (Please see Attachment B-Modified Scope of Services)

EXHIBIT B **Scope of Engineering Services**

Sarah & 23rd St. Lift Station # 31 Replacement Project **Scope of Engineering Services**

Background and Introduction

The existing 23rd & Sarah Wastewater Lift Station (L.S. No. 31) is approximately 300 linear feet South of Sarah St. on the East side of 23rd St. The site was filled recently in efforts to prevent storm drainage sheet flood run off entering the wet-well. Lift Station No. 31 be upgraded to a firm capacity of 3 MGD to allow for future growth south of the Floodway. Currently, the lift station conveys 0.11 MGD and has a firm capacity of 191 gpm.

Project Understanding

It is the MPU's desire to replace the existing lift station with a new lift station. There are a variety of problems with the existing lift station that need to be resolved with the new lift station.

The key problems are:

1. Pumping capacity
2. Wet well capacity
3. Condition of pumps and wet well / dry well structure
4. Odors and corrosion
5. Maintaining operation during construction
6. Location at dangerous intersection

Based on the existing conditions, lack of adequate space, flood pruning location, and potential for increased inflow from future development, the MPU staff expressed interest in relocating the Lift Station to a site that will offer space for upgrades and have positive drainage.

Project Approach

General approach to this project will be to conduct the project in three Phases.

- **Phase I** will be the preparation of contract documents including plans, specifications and opinions of probable construction costs.
- **Phase II** will include engineering services during bidding.
- **Phase III** will include engineering services during construction.

This fee proposal includes the projected fees for the **Phase I, Phase II** and **Phase III** engineering services only as the actual design services fees and services during bidding construction will be dependent on the final design. **Phase III**. The basic design, bidding and construction services are discussed below and will be expanded in **Phases I, II** and **III** of the project.

VOID (Please see Attachment B-Modified Scope of Services)

EXHIBIT B

Scope of Engineering Services

Phase I - Engineering Design Services

Final design will include submittals at 30%, 60 %, 90 % and final completion. Three review sets of plans, specifications and opinions of construction costs will be provided at each of the design review and final design milestones. All engineering calculations will be documented and preserved during the design period. Minutes will be prepared at each meeting with MPU Staff and other meetings that may be necessary with other entities to document decisions made during the design process.

Phase II - Services during Bidding

Bidding related services will include the following specific tasks:

1. Prepare and distribute plans and specifications to prospective bidders. (Will prepare the project advertisement and McAllen Public Utility will handle the actual Advertisement.) McAllen Public Utility will maintain a bidders log of the prospective bidders.
2. Respond to all contractor's pre bid Requests for Information and Clarification. All questions will be responded to in writing and will be provided to all prospective bidders.
3. Conduct, with the McAllen Public Utility, a pre bid conference.
4. Conduct, with the McAllen Public Utility, the bid opening.
5. Evaluate, with the McAllen Public Utility, the bids and prepare a recommendation for the selected bidder.

Phase III - Services during Construction

Following the completion of construction, Record drawings will be prepared from the contractor's markup set. One final set of reproducible drawings, two hard copies of the record drawings and one digital copy of the plans and specifications will be provided to the McAllen Public Utility following completion of construction and preparation of record drawings. An Operation and Maintenance Manual will also be prepared for the lift station following completion of construction.

1. Review all shop drawings and testing results.
2. Review and respond to contractor's Requests for Information.
3. Review and process contractor's requests for payment and change orders.
4. Provide Construction Inspection Services as required by the McAllen Public Utility.
5. Provide periodic site inspection visits by the Engineer.
6. Conduct Final Walk Through with McAllen Public Utility staff and prepare final "Punch List".
7. Prepare final Record drawings.
8. Coordinate required geotechnical and materials testing. All required geotechnical and materials testing will be included as part of the contractors financial responsibility in the construction documents.

VOID (Please see Attachment B-Modified Scope of Services)

EXHIBIT B **Scope of Engineering Services**

PHASE I TASKS

The following specific Tasks will be included in Phase I of the project:

TASK 1 - Project Coordination - This task includes general project coordination and direction; plan submittal milestone review meetings; budget management and administrative services.

TASK 2 - Survey - This task includes surveying to establish final horizontal and Vertical control and to tie in all existing utilities and facilities.

TASK 3 - Development of Design Plans - This task includes development of plans for the lift Station improvements, the replacement and modification of the receiving manhole system and the Temporary and emergency bypass discharge system. Final design will include submittals at 30%, 60%, 90% and final completion. The MPU Staff will then be given the opportunity to review and provide Comments on the plans at the milestone review meetings. MPU staff comments will be incorporated into the design plans following the milestone review meetings.

TASK 4 - Development of Specifications - This task will include preparation of specifications for The project that will clearly define the standards of construction and plans that will present the Typical construction details that will cover the variety of potential construction scenarios That may be encountered during the construction phase.

TASK 5- Development of Projected Construction Costs - Opinions of probable construction costs Will be developed for the improvements covered under Task 3. These costs will be refined from the Preliminary construction costs developed in the Final Engineering Report in Phase I.

The fees for the specific Phase I Tasks are included in **Exhibit D - Phase I Cost Proposal**.

VOID (Please see Attachment B-Modified Scope of Services)

PHASE II TASKS

The following specific Tasks will be included in Phase II of the project:

TASK 1 - Preparation of Bidding Documents - This task will include the preparation of the final Bidding documents for the project, incorporating all the required legal documents needed to complete the bidding document package prior to the project's Advertisement for bids

The fees for the specific Phase II Tasks are included in **Exhibit D - Phase II Cost Proposal**.

PHASE III TASKS

The following specific Tasks will be included in Phase III of the project:

TASK 1 - Project Management and Coordination - This task includes general project Coordination and direction; meetings with MPU Staff and Project Contractor; budget management and administrative services.

TASK 2 - Assistance during Bidding - This task includes the preparation and distribution of plans and specifications to prospective bidders; preparation of the project advertisement and; maintaining a bidders log of the prospective bidders; responding to all contractor's pre bid Requests for Information and Clarification, while responding to all bidders overall; conducting, with the McAllen Public Utility, a pre bid conference; conducting, with the McAllen Public Utility, the bid opening; evaluating, with the McAllen Public Utility, the bids and preparation of a recommendation for the selected bidder.

TASK 3 - Office Services During Construction - This task includes the reviewing all shop drawings and testing results; reviewing and responding to contractor's Requests for Information; reviewing and processing contractor's requests for payment and change orders; coordinating required geotechnical and materials testing, though all required geotechnical and materials testing will be included as part of the contractors financial responsibility in the construction documents.

TASK 4 - Field Services During Construction - This task includes providing periodic site inspection visits by the Engineer; conducting Final Walk Through with MPU staff and preparation of a final "Punch List"

TASK 5 - Preparation of O&M Manual This task includes the preparation of an Operations and Maintenance Manual for the improvements to the lift station

TASK 6 - Preparation of Record Drawings - This task includes the preparation of record drawings for the improvements to the. These drawings will reflect the actual site conditions once the lift station improvements are complete.

The fees for the specific Phase III Tasks are included in **Exhibit D Phase III Cost Proposal**.

VOID (Please see Attachment B-Modified Scope of Services)

EXHIBIT B

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS: Services to be Provided by the ENGINEER

Summary of Work:

The objective of this engineering project is to prepare final plans for the construction of Sarah & 23rd St. Lift Station # 31 located at McAllen, Texas.

1. DESIGN PHASE:

Objective: To design all the elements of the approved lift station as authorized by the OWNER and to prepare plans, specifications, and contract documents for such work.

TASK 1.1 Prepare Final Construction Plans for one of the alternates presented in the Preliminary Report as approved by the OWNER.

TASK 1.2 Conduct internal QUALITY ASSURANCE AND CONTROL review on final plans to assure that all elements of the Project have been addressed and analyzed.

TASK 2.3 Prepare Specifications for the proposed project.

TASK 2.4 Present Final Plans and Specifications for review to the OWNER.

TASK 2.5 Revise Final Plans and Specifications as required after reviews.

TASK 2.6 Prepare twelve (12) sets of Contract Documents and Bid Documents and twelve (12) sets of Construction Plans on 11"x17" (half-size) format for the approved project.

TASK 2.7 Prepare final cost estimate for approved project.

2. BIDDING PHASE:

Objective: To assist the OWNER with the bidding phase of the project only.

TASK 2.1 Assist the OWNER with responding to any questions by bidders to the plans and bid documents.

TASK 2.2 Preparation of addenda as required for clarification of plans and bid documents.

TASK 2.3 Assist the OWNER in the opening of the bids.

TASK 2.4 Review the bids received and evaluate and recommend for award.

TASK 2.5 Attend with the OWNER, a Pre-Construction Conference.

VOID (Please see Attachment B-Modified Scope of Services)

3. CONSTRUCTION PHASE:

TASK 3.1 Conduct Periodic Site Visits to observe the work limited to two times per week for the contractual duration of the Project. (Limited construction staking should will be provided during the Constriction Phase)

TASK 3.2 Review with the OWNER or the Owner's Project Inspector, conflicts encountered during construction and prepare recommendations for resolutions.

TASK 3.3 Assist the OWNER with Change Orders as required and approved.

TASK 3.4 Assist the OWNER with reviewing periodic estimate submittals by the Contractor.

TASK 3.5 Review Shop Drawings as submitted by the Contractor to assure general compliance with the Plans and Specifications

TASK 3.6 Assist the OWNER with the final inspection of the Project.

TASK 3.7 Assist the OWNER with the preparation of a "Punch List".

TASK 3.8 Review the Final Estimate based on Owner's inspector's field measured and approved final quantities and prepare reconciliation change orders as required.

TASK 3.9 Prepare "as-built" plans and submit to OWNER in digital (PDF) format

Additional Services: If the OWNER elects, additional inspection work shall be billed according to the attached RPR proposal – Attachment No. 1.

EXHIBIT C**WORK SCHEDULE**

The estimated work schedule for all phases of the project is eighteen (18) months according to the schedule below.

DESCRIPTION OF TASK	START POINT	DURATION	UNIT OF TIME
Design Phase	October 2021	5	Months
Bidding Phase	March 2022	1	Months
Construction Phase	May 2022	12	Months
End of Project	August 2023		

PROPOSED WORK SCHEDULE

23rd & Sarah Lift Station Replacement Project

EXHIBIT C PROPOSED WORK SCHEDULE Lift Station at 23rd & Sarah		
TASK	DESCRIPTION	PROJECT TASK COMPLETION DATE
ENGINEERING DESIGN PHASE I TASKS		
	MPU AWARDS CONTRACT	6/29/2021
1	Project Management and Coordination	10/1/2021
2	Survey	10/4/2021
3	Establish Baseline Conditions	10/18/2021
4	Engineering Design Services	
4a	30% Construction Documents	11/12/2021
4b	60% Construction Documents	12/17/2021
4c	90% Construction Documents	1/21/2022
4d	Final Construction Documents	2/18/2022
ASSISTANCE DURING BIDDING - PHASE II TASKS		
5	Assistance in Bidding Process	
5a	Advertise and Distribute Contract Documents	3/21/2022
5b	Conduct Pre Bid Meeting	3/25/2022
5c	Address Contractors RFI' & Prepare Addenda	3/28/2022
5d	Bids Due	4/1/2022
5e	Prepare Bid Tabulation, Evaluate Bids, Prepare Recommendation	4/15/2022
ASSISTANCE DURING CONSTRUCTION - PHASE III TASKS		
6	Assistance in Construction Phase	
6a	MPU approves Award Contract to Successful Bidder	5/9/2022
6b	Construction Contract Documents Executed	5/23/2022
6c	Issue Notice to Proceed	6/1/2022
6d	Conduct Pre Construction Meeting	6/3/2022
6e	Construction Begins	6/13/2022
6f	Construction Substantially Completed	6/13/2022
6g	Final Inspection & Punch List	6/8/2023
6h	Construction Completed	6/23/2023
6i	Record Drawings Completed	7/10/2023
6j	Contract Close Out	8/11/2023

*Note: This schedule is a proposed schedule and is subject to change as may be determined to be necessary through the duration of the project. The schedule assumes a 360 calendar construction time which should include adequate lost time for weather and other delays. Any necessary changes to the schedule will be done with approval of the OWNER and ENGINEER.

EXHIBIT D
Contract Rates and Cost Proposal

Phase I (Tasks and Fees)

TASK

- 1 Perform Field Surveys
- 2 Prepare Contract Drawings
- 3 Prepare Contract Specifications
- 4 Prepare Detailed Cost Estimates

Total Cost Phase I **\$ 81,925.00**

Phase I (Tasks and Fees)

TASK

- 1 Assist in Bidding Process
- 2 Assist in Preparation of Formal Documents
- 3 Award

Total Cost Phase II **\$ 5,035.00**

Phase III (Tasks and Fees)

TASK

- 4 Perform Field Inspections
- 5 Office Services (Change orders, review monthly estimates)
- 6 Preparation of As-Built Drawings

Total Cost Phase III **\$ 33,040.00**

Total Engineering Fee **\$120,000.00**

VOID (Please see Attachment B-Modified Scope of Services)

**EXHIBIT D
COST PROPOSAL**

Lift Station at 23rd & Sarah

The fees for the specific Phase I, Phase II and Phase III Tasks are shown in the following Table.

PHASE I TASK AND FEES		
TASK	DESCRIPTION	FEE
	Engineering Design Services	
	30% Construction Documents	\$ 20,000.00
	60% Construction Documents	\$ 20,000.00
	90% Construction Documents	\$ 20,000.00
	Final Construction Documents	\$ 21,925.00
	TOTAL ESTIMATED COST PHASE I	\$ 81,925.00

PHASE II TASK AND FEES		
TASK	DESCRIPTION	FEE
	Advertise and Pre-Bid	\$ 2,500
	Receive Bids	\$ 2,000
	Award	\$ 535
	TOTAL ESTIMATED COST PHASE II	\$ 5,035

PHASE III TASK AND FEES		
TASK	DESCRIPTION	FEE
	Construction Phase	
	Provide Construction Inspection Services.	\$ 18,240.00
	Construction Completed & Punch List.	\$ 8,500.00
	Preparation of Final Record Drawings	\$ 5,000.00
	Contract Close Out	\$ 1,300.00
	TOTAL ESTIMATED COST PHASE III	\$ 33,040.00
BASIC SERVICES TOTAL FEE (PHASES I, II)		\$ 120,000.00

TOTAL CONTRACT FEE \$ 120,000.00

VOID (Please see Attachment B-Modified Scope of Services)

Exhibit D

Engineering Fee Estimate

Basic Services

Sarah & 23rd St Lift Station

Monday, June 21, 2021

[illegible]



AGENDA ITEM

4.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

01/04/2023

MEETING DATE

1/10/2023

1. Agenda Item: Consideration and Possible Action Calling a General Election in the City of McAllen on May 6, 2023. consideraci3n para aprobaci3n de una Ordenanza convocando una elecci3n General en la Ciudad de McAllen el 6 de mayo, 2023.

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

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

5. Reimbursement:

6. Routing:

Savannah Arredondo

Created/Initiated - 1/4/2023

7. Staff's Recommendation:

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Roy Rodriguez, City Manager
FROM: Perla Lara, City Secretary
CC: Mayor and City Commissioners and McAllen Public Utility Board
Mark Vega, General Manager
Isaac Tawil, City Attorney
Michelle Rivera, Assistant City Manager
DATE: January 1, 2023
RE: Ordinance/Order calling the General City Election

GOAL: Adoption of an ordinance/order calling a General City Election for May 6, 2023.

BRIEF EXPLANATION: Key points relating to the proposed Election Ordinance:

- Seats up for vote as part of the General Election are: Single Member Districts 4, 5, and 6 respectively, and PUB Trustee Places “B” and “C”.
- The last day to file for a place on the General Election ballot is Friday, February 17th by 5:00 p.m. Early voting schedule (hours subject to change):

Monday, April 24th – 7:00 AM – 7:00 PM
Tuesday, April 25th – 7:00 AM – 7:00 PM
Wednesday, April 26th – 7:00 AM – 7:00 PM
Thursday, April 27th – 7:00 AM – 7:00 PM
Friday, April 28th – 7:00 AM – 7:00 PM
Saturday, April 29th – 7:00 AM – 7:00 PM
Monday, May 1st – 7:00 AM – 7:00 PM
Tuesday, May 2nd – 7:00 AM – 7:00 PM

- The Firemans Pump House, Lark Community Center and Palm View Community Center will be polling places for Early Voting.
- A list of recommended Election Presiding Judges and Alternate Judges for Early Voting and Election Day is attached for your consideration. As a reminder, Election Day Presiding Judges must be registered voters in the respective jurisdiction (single member districts) for which the appointment is being made.
- Election Day Polling places open from 7:00 a.m. to 7:00 p.m.:
 - District 1 – Gonzalez Elementary
 - District 2 – Lark Community Center
 - District 3 – Lincoln Middle School
 - District 4 – Palm View Community Center
 - District 5 – McAllen High School (McHi)
 - District 6 – Fields Elementary
- If necessary, a Runoff Election, said date to be announced.

RECOMMENDATION: Adoption of an ordinance/order as outlined.

MEMORANDA

PARA: Roel Rodriguez, Administrador de la Ciudad
LES INFORMA: Perla Lara, Secretaria de la Ciudad
FOTOCOPIA: Alcalde, Comisionados y Fideicomisarios del Consejo Administrativo de Servicios Públicos
Mark Vega, Administrador General
Isaac Tawil, Procurador
Michelle Rivera, Asistente del Administrador de la Ciudad
FECHA: 1 enero 2023
RE: Elección General de la Ciudad

META: Delineación y adopción de la ordenanza y orden convocando una Elección General en la Ciudad de McAllen el 6 de mayo, 2023.

EXPLICACIÓN: Aquí se les notifica los siguientes puntos relacionados a la propuesta Ordenanza y Orden:

- La Elección General es para elegir tres (3) Comisionados para la Mesa Directiva de la Ciudad de McAllen (uno para cada Distrito Uní-miembro 4, 5 y 6) y dos (2) Fideicomisarios para el Consejo Administrativo de Servicios Públicos (uno para cada Puesto "B" y "C").
- La fecha plazo para emitir la solicitud para candidatura para uno de los puestos en la boleta de la Elección General será el viernes, 17 de febrero, 5:00 p.m.
- La votación temprana en persona se desarrollará conforme al siguiente horario (horas sujetas a cambio):

Lunes, 24 de abril – 7:00 A.M. – 7:00 P.M.
Martes, 25 de abril - 7:00 A.M. – 7:00 P.M.
Miércoles, 26 de abril - 7:00 A.M. – 7:00 P.M.
Jueves, 27 de abril - 7:00 A.M. – 7:00 P.M.
Viernes, 28 de abril - 7:00 A.M. – 7:00 P.M.
Sábado, 29 de abril – 7:00 A.M. – 7:00 P.M.
Lunes, 1 de mayo - 7:00 A.M. – 7:00 P.M.
Martes, 2 de mayo - 7:00 A.M. – 7:00 P.M.

- El Firemans Pump House y los Centros Comunitarios Lark y Palm View permanecerán como casillas electorales de la votación temprana.
- Adjunto se encuentra una compilación de personas encomendadas para trabajar en las casillas electorales durante el periodo de la votación temprana, así como en el día de la elección. Solo un recordatorio de que en el día de la elección los jueces y jueces alternos deberán ser votantes registrados de la ciudad, así como en el distrito uní miembro cual estarán representando en las casillas.
- Las casillas electorales abrirán de 7:00 a.m. hasta las 7:00 p.m. en el día de la elección:
 - Distrito 1 – Escuela Primaria González
 - Distrito 2 – Centro Comunitario Lark
 - Distrito 3 – Escuela Secundaria Lincoln
 - Distrito 4 – Centro Comunitario Palm View
 - Distrito 5 – Escuela Preparatoria McAllen High (McHi)
 - Distrito 6 – Escuela Primaria Fields
- Si es necesario, la elección de desempate; será sujeta a ser anunciada.

RECOMENDACIÓN: Aprobación de la ordenanza y orden, así como se indica.

ORDINANCE NO. 2023 – __
PUB ORDER NO. 2023 - __

AN ORDINANCE CALLING A GENERAL ELECTION IN McALLEN, TEXAS, TO ELECT THREE COMMISSIONERS TO THE BOARD OF COMMISSIONERS OF McALLEN, TEXAS: ONE COMMISSIONER FOR EACH OF THE RESPECTIVE SINGLE MEMBER DISTRICTS 4, 5 AND 6 AND TWO TRUSTEES TO THE MCALLEN PUBLIC UTILITY BOARD: ONE TRUSTEE FOR PLACE “B” AND ONE TRUSTEE FOR PLACE “C”; ELECTION TO BE HELD ON THE FIRST SATURDAY IN MAY, 2023, SAID DATE BEING MAY 6, 2023; DESIGNATING THE VOTING PRECINCTS FOR SUCH ELECTION; DESIGNATING THE POLLING PLACES FOR THE ELECTION; SPECIFYING THE DATES AND TIMES THE POLLS SHALL BE OPEN FOR EARLY VOTING BY PERSONAL APPEARANCE AND ON ELECTION DAY; PROVIDING FOR THE USE OF VOTING MACHINES; PROVIDING FOR THE APPOINTMENT OF PRESIDING AND ALTERNATE JUDGES AND APPOINTMENT OF AN EARLY VOTING BALLOT BOARD FOR EARLY VOTING BALLOTS; AND PROVIDING THAT SAID ELECTIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND THE PERTINENT PROVISIONS OF THE CHARTER OF McALLEN WHERE NOT INCONSISTENT WITH THE LAWS OF TEXAS; AND PROVIDING FOR NOTICE OF SAID ELECTIONS IN ENGLISH AND SPANISH LANGUAGE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MCALLEN, TEXAS THAT:

SECTION 1: The election shall be held in the City of McAllen, Texas on the first Saturday in May, 2023, such date being May 6, 2023. In accordance with Section 143.007 of the Texas Election Code, the deadline for filing an application for a place on the ballot for the Election is hereby declared to be 5:00 p.m. Friday, February 17, 2023.

SECTION 2: The election provided for in the preceding section shall be for the following purpose:

(a) A General Election to elect Three (3) Commissioners: one for each of the Single Member Districts 4, 5 and 6, respectively, to the Board of Commissioners of McAllen, Texas;

(b) A General Election to elect Two (2) Trustees: one for Place “B” and one for Place “C”, respectively, to the McAllen Public Utility Board;

SECTION 3: The election shall be held and conducted and returns thereof made in accordance with the laws of the State of Texas, and the Charter of McAllen covering such election.

SECTION 4: The election shall be held in the voting precincts and polling places in McAllen, Texas, and the Judges and Alternate Judges are hereby appointed for such

polling places as shown on Exhibit "A," attached hereto and made a part hereof for all purposes. It is further provided that should the election for the Trustee places for the McAllen Public Utility Board be cancelled for reasons under law, then the polling places for the City Commissioner elections on Election Day shall be those polling places designated for the single member districts as identified in Exhibit "A" and in those single member districts for which the election will be held.

SECTION 5: The Presiding Judges may appoint a maximum of four (4) Clerks but not less than two (2) Clerks to assist at the Elections. The Judges and Clerks shall receive for their service in holding said election the fees as provided for in the Texas Election Code, Sections 32.091 and 32.092, respectively, and other applicable provisions thereof, if any.

SECTION 6: The Mayor and Board of Commissioners shall appoint the Election Judges in the manner prescribed by law. The Mayor may act for the Board of Commissioners in the event any emergency appointments are necessary. The City Secretary is hereby authorized to carry out all necessary acts and requirements as delegated to such office by the Texas Election Code.

SECTION 7: The precincts for the Elections are made up of all or parts of County Precincts as such County Precincts are coterminous with McAllen city limit lines and the City of McAllen single member districts.

SECTION 8: The polls of the Elections shall be open for voting on Election Day, Saturday, May 6, 2023, from 7:00 o'clock a.m. to 7:00 o'clock p.m.

SECTION 9: The Election shall be conducted by the use of voting machines for voting by personal appearance and paper ballots for early voting by mail. The district listed in Exhibit "A" is hereby designated as a Voting Machine District for the purposes of said Election all in accordance with the provisions of the Election Code of the State of Texas.

SECTION 10: The Commission appoints Mrs. Perla Lara, the City Secretary for the City of McAllen, Texas as the Early Voting Clerk for the Election. Mrs. Perla Lara will also appoint Deputy Early Voting Clerks for the Elections. Early voting by personal appearance shall be conducted at the following locations:

- a) Firemans Pump House located at 201 North 1st Street; and
- b) Palm View Community Center located at 3401 Jordan Avenue; and
- c) Lark Community Center located at 2601 Lark Avenue

said places for Early Voting by Personal Appearance shall remain open for at least eight hours, with exception of two weekdays being open for at least 12 hours pursuant to the following schedule including Saturday voting:

Monday, April 24 th	7:00 A.M. – 7:00 P.M.
Tuesday, April 25 th	7:00 A.M. – 7:00 P.M.
Wednesday, April 26 th	7:00 A.M. – 7:00 P.M.
Thursday, April 27 th	7:00 A.M. – 7:00 P.M.
Friday, April 28 th	7:00 A.M. – 7:00 P.M.
Saturday, April 29 th	7:00 A.M. – 7:00 P.M.
Monday, May 1 st	7:00 A.M. – 7:00 P.M.
Tuesday, May 2 nd	7:00 A.M. – 7:00 P.M.

Applications for ballot by mail shall be addressed to Mrs. Perla Lara, the Early Voting Clerk at the following address:

Early Voting Clerk – General Election
1300 Houston Avenue – P.O. Box 220
City Hall – 2nd Floor
McAllen, TX 78501

Only a signed, original application for a ballot by mail can be scanned into a computer and emailed to the Early Voting clerk at the following email address: cityelections@mcallen.net . All applications for a ballot by mail must be received by April 25, 2023;

The Early Voting Ballot Board Judge, **Ronald Tomlinson** is hereby appointed to canvass the early voting ballots in accordance with Section 87.001, as amended, Texas Election Code. The Early Voting Ballot Board Presiding Judge shall appoint three (3) additional clerks to serve on such Board. The Early Voting Ballot Board shall tabulate the early voting ballots and prepare the returns thereof in the manner prescribed by the Texas Election Code. The Early Voting Clerk shall deliver all early voting ballots and ballot envelopes to the Early Voting Ballot Board Presiding Judge during the times the polls are open on Election Day, at the time specified by the Presiding Judge of the board.

SECTION 11: In accordance with the requirements of the Texas Election Code, the Presiding Election Judges for the respective precincts shall deliver the Election Day results which are printed from the DS200 at the respective Election Day polling places by the Election Day Judge/Staff, and other materials related to the election for their precincts, to the Return Center at McAllen City Hall, 1300 Houston Avenue, McAllen, Texas.

SECTION 12: The Election Officer, Mrs. Perla Lara, shall make a written report of the election results to the Board of the Commissioners in accordance with the Election Code. The Board of Commissioners shall canvass the returns and declare the results of the Elections.

SECTION 13: In the event no candidate for Commissioner or Trustee, for a particular District or Place, receives a majority of the votes cast for, or in the event of a tie vote for Commissioner or Trustee, of any particular place, a Run-off Election shall be held between the two candidates receiving the highest number of votes in the election in each

respective race. Such Run-off Election to be held not earlier than 20th or later than the 45th day after the date the final canvass of the main election is completed; said date to be announced. The Run-off Election to be conducted with paper ballots if ExpressVote machines are not available. In such event, the same polling places as used for the General Election are hereby designated for such Run-off Election, and the same Presiding Judges and election officials are hereby designated for such Run-off Election, which Run-off Election shall comply with all the rules of the Texas Election Code and the Charter of the City of McAllen. It is further provided that should a Run-off Election not involve the at-large offices of Commissioner or McAllen Public Utility Board Trustee, then the polling places for the Run-off Election shall be those polling places designated for the applicable Single Member District City Commission Election on the applicable Run-off Election Day. Notice of such election shall be given in accordance with the Texas Election Code. The candidate for each respective office receiving the majority of votes shall be declared elected. In the event of a tie, the winner of such election shall be determined by drawing by lot.

SECTION 14: All candidates for such offices of the General Election shall file their applications with the City Secretary in the manner required by Law and Charter, not later than 5:00 pm 78 days prior to election day.

SECTION 15: Notice of the election, stating in substance the contents of this Ordinance shall be posted at City Hall upon its passage, and also on the City's website. Notice of the Election shall also be published at least one time in *The Monitor* (English and Spanish version) McAllen, Texas, not earlier than thirty (30) nor later than ten (10) days before the Election.

SECTION 16: The Order of Election, all notices, official publications, ballots, sample ballots and voter instructions used in connection with the Elections shall be printed in both the English and Spanish language.

SECTION 17: This Ordinance shall not be published in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

SECTION 18: This Ordinance shall be effective immediately upon its passage and execution in accordance with the law.

CONSIDERED, PASSED and APPROVED this ___ day of January, 2023, at a regular meeting of Board 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 January, 2023.

CITY OF MCALLEN

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Isaac J. Tawil, City Attorney

CONSIDERED, PASSED and APPROVED this ____ day of January, 2023, at a regular meeting of McAllen Public Utility Board 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 January, 2023.

McALLEN PUBLIC UTILITY BOARD

Charles Amos, Chairman

ATTEST:

Juan J. Rodriguez
Interim Board Secretary

APPROVED AS TO FORM:

Isaac J. Tawil, City Attorney

Exhibit "A"

Election Day Presiding and Alternate Judges
Election Day Polling Places

ORDENANZA NO. 2023 - __
ORDEN NO. 2023 - __

UNA ORDENANZA PARA CONVOCAR ELECCIONES GENERALES EN LA CIUDAD DE MCALLEN PARA ELEGIR A TRES (3) COMISIONADOS PARA LA MESA DIRECTIVA DE COMISIONADOS DE LA CIUDAD DE MCALLEN, TEXAS DE LOS DISTRITOS UNÍ-MIEMBRO 4, 5, Y 6, Y DOS (2) FIDEICOMISARIOS PARA EL CONSEJO ADMINISTRATIVO DE SERVICIOS PÚBLICOS DE LA CIUDAD DE MCALLEN PARA LOS PUESTOS “B” Y “C”; DICHA ELECCIÓN SERA EL PRIMER SÁBADO DEL MES DE MAYO DE 2023, TAL FECHA SERA EL 6 DE MAYO DEL 2023; NOMBRANDO LOS DISTRITOS ELECTORALES PARA DICHA ELECCIÓN; DESIGNANDO LAS CASILLAS ELECTORALES PARA LA VOTACIÓN TEMPRANA Y PARA EL DÍA DE LAS ELECCIONES; ESPECIFICANDO EL HORARIO DE APERTURA DE LAS CASILLAS ELECTORALES; PROPORCIONANDO EL SISTEMA DE VOTACIÓN EXPRESSVOTE; NOMBRANDO JUECES PARA PRESIDIR LA ELECCIÓN Y JUECES ALTERNOS; NOMBRANDO UNA MESA DIRECTIVA PARA VOTOS TEMPRANOS; PARA QUE DICHA ELECCIÓN SEA DIRIGIDA DE ACUERDO A LAS LEYES DEL ESTADO DE TEXAS; Y LAS PROVISIONES PERTINENTES EN LA CARTA CONSTITUCIONAL DE LA CIUDAD DE MCALLEN LAS CUALES NO SON INCONSISTENTES CON LAS LEYES DE TEXAS; PARA PROVEER NOTIFICACIÓN DE DICHAS ELECCIONES EN INGLÉS Y ESPAÑOL; Y PARA CONSTITUIR CLÁUSULAS ADHERIBLES AL PRESENTE ASUNTO.

UNA ORDENANZA DE LA MESA DIRECTIVA DE COMISIONADOS DE LA
CIUDAD DE McALLEN PARA QUE:

SECCIÓN I: Se lleven a cabo elecciones en la Ciudad de McAllen el primer sábado de mayo del 2023, dicha fecha que será el 6 de mayo del 2023. De acuerdo con la sección 143.007 del código Electoral de Texas, la fecha límite para la presentación de una solicitud para un lugar en la boleta electoral para las elecciones se declara a las 5 de la tarde el viernes, 17 de febrero de 2023.

SECCIÓN 2: Las elecciones mencionadas se llevarán a cabo con el siguiente propósito:

- (a) Elecciones Generales para elegir a tres (3) Comisionados para la Mesa Directiva de la Ciudad de McAllen, Texas: uno para el Distrito 4, uno para el Distrito 5 y uno para el Distrito 6, respectivamente;
- (b) Elecciones Generales para elegir a dos (2) Fideicomisarios para el Consejo Administrativo de Servicios Públicos de la Ciudad de McAllen: uno para el Lugar “B” y uno para el Lugar “C”;

SECCIÓN 3: Las elecciones serán efectuadas, conducidas, y los resultados serán escrutinados conforme a las leyes del Estado de Texas y de la Carta Constitucional de la Ciudad de McAllen.

SECCIÓN 4: Las elecciones se llevarán a cabo y se conducirán en los distritos uní miembros y casillas electorales de la Ciudad de McAllen, Texas que aparecen en la Muestra “A” (aquí añadido) y aparecen junto a los individuos recomendados como jueces y jueces alternos encargados del procedimiento electoral en dichas casillas. Así mismo, si la elección para Fideicomisario al Consejo Administrativo de Servicios Públicos de McAllen fuese cancelada por motivos legales, las casillas electorales en el día de elecciones deberán ser las casillas asignadas a los distritos uní miembros conforme a la Muestra “A” para las cuales dichas elecciones se llevarán a cabo.

SECCIÓN 5: Los jueces pueden nombrar un máximo de cuatro empleados electorales, pero no menos de dos, para colaborar en dicha elección. Los jueces y otros empleados electorales deberán ser compensados por sus servicios como se establece en el Artículo enmendado 32.091 y el Artículo 39.092 respectivamente, del Código Electoral de Texas y de otras cláusulas adheribles.

SECCIÓN 6: El Alcalde y la Mesa Directiva de Comisionados deberán nombrar a los jueces de elecciones de manera como marca la ley. El Alcalde podrá proceder en lugar de la Mesa Directiva de Comisionados en hacer un nombramiento de última hora si fuese necesario. La Secretaria de la Administración de la Ciudad está autorizada para llevar a cabo las acciones necesarias y los requisitos como han sido encomendados por el Código Electoral de Texas.

SECCIÓN 7: Los distritos electorales previos como se indica en la Muestra “A” de McAllen están parcial o totalmente compuestos de los distritos electorales del Condado que colindan con los límites de la Ciudad de McAllen y los distritos de uní miembro de la Ciudad de McAllen.

SECCIÓN 8: Las casillas electorales abrirán de las 7:00 a.m. a las 7:00 pm el día de elecciones, el sábado 6 de mayo del 2023.

SECCIÓN 9: Las elecciones se llevarán a cabo utilizando el sistema de votos electrónicos ExpressVote para votar en persona y boletas de papel para la votación temprana por correspondencia. Los distritos uní miembros indicados en la Muestra “A” serán designados como distritos que utilicen el sistema electrónico de votación con el propósito de que dicha elección se lleve a cabo conforme a las cláusulas del Código Electoral de Texas.

SECCIÓN 10: La votación temprana será conducida por Perla Lara, Secretaria de Administración de la Ciudad de McAllen y la Secretaria de Votos Tempranos y sus delegados. La Mesa Directiva de Comisionados no encuentra prudente llevar a cabo tal votación en el Palacio Municipal, por la cual la misma deberá llevarse a cabo en las siguientes casillas ubicadas en:

- a) Firemans Pump House ubicado en el 201 Calle Norte 1, McAllen, Texas;
- b) El Centro Comunitario Palm View ubicado en el 3401 Avenida Jordán y en;
- c) El Centro Comunitario Lark ubicado en el 2601 Avenida Lark;

Las ubicaciones mencionadas para la votación temprana en persona deberán permanecer abiertas por lo menos ocho horas, con la excepción de dos días hábiles en los cuales permanecerán abiertas al menos 12 horas, como se muestra a continuación, incluso el sábado:

Lunes, 24 de abril	7:00 A.M. – 7:00 P.M.
Martes, 25 de abril	7:00 A.M. – 7:00 P.M.
Miércoles, 26 de abril	7:00 A.M. – 7:00 P.M.
Jueves, 27 de abril	7:00 A.M. – 7:00 P.M.
Viernes, 28 de abril	7:00 A.M. – 7:00 P.M.
Sábado, 22 de abril	7:00 A.M. – 7:00 P.M.
Lunes, 1 de mayo	7:00 A.M. – 7:00 P.M.
Martes, 2 de mayo	7:00 A.M. – 7:00 P.M.

Las solicitudes de boletas por correspondencia deberán ser enviadas a la Secretaria de Votos Tempranos de la Ciudad de McAllen a la dirección:

Secretaria de Votos – Elección General
P. O. Box 220
McAllen, Texas
78505-0220

Solamente una solicitud de la boleta original podrá ser escaneada y enviada por correo electrónico a la Secretaria de votación temprana al siguiente correo electrónico: cityelections@mcallen.net. Todas las solicitudes de voto por correo deben ser recibidas el 25 de abril de 2023;

Ronald Tomlinson es nombrado como el Juez encargado de La Mesa Directiva de Votos Tempranos quien será responsable del proceso de conteo de las boletas de la votación temprana de acuerdo a la Sección actualizada 87.001 del Código Electoral de Texas. La Mesa Directiva de Votos Tempranos deberá llevar a cabo el conteo de votos tempranos y preparar los resultados con forme a El Código Electoral de Texas. La Secretaria de Votos Tempranos deberá hacer entrega de todas las boletas de la elección y de los sobres a la Mesa Directiva de Votos Tempranos presidida por el Juez y dicha entrega deberá hacerse durante el horario en el cual las casillas electorales se encuentren abiertas el día de elecciones a la hora especificada y el cual entregará los materiales relacionados con las elecciones de los respectivos precintos al centro de retornos al Palacio Municipal en el 1300 Houston, McAllen, Texas.

SECCIÓN 11: De acuerdo con los requisitos del Código Electoral de Texas, los Jueces Electorales de los respectivos distritos electorales comunicaran los resultados del día de elecciones que se imprimirán directamente del sistema de votos electrónicos en las

respectivas casillas electorales y trasladaran y entregaran todo material relacionado a dicha elección de tal casilla electoral para el Edificio Municipal ubicado en el 1300 Avenida Houston en McAllen, Texas.

SECCIÓN 12: La encargada de elecciones, Perla Lara, deberá hacerse cargo del conteo y resultados de la elección conforme al Código Electoral. La Mesa Directiva de la Ciudad hará el escrutinio de los resultados y declarará los mismos el día de la elección.

SECCIÓN 13: Si ningún candidato para Comisionado o Fideicomisario para algún distrito o puesto en particular recibiera la mayoría de votos o si hubiera un empate de votos para Comisionado o Fideicomisario de cualquier distrito o puesto en particular, se efectuará una elección de desempate entre los dos candidatos que hayan recibido la mayoría de los votos en las elecciones iniciales en cada puesto. Dicha elección se llevará a cabo entre 20 y 45 días después de la fecha en la cual se hará el conteo de los votos finales de la elección inicial; tal fecha de desempate si fuese necesaria, será anunciada. Dicha elección será llevada a cabo a base de boletas de papel si el sistema electrónico ExpressVote no estuviera disponible. Se utilizarán las mismas casillas electorales de la elección general para la elección de desempate, los mismos Jueces y otros empleados electorales serán los asignados para dicha elección de desempate, la cual deberá acatarse a los reglamentos de El Código Electoral de Texas y la Carta Constitucional de la Ciudad de McAllen. Queda estipulado que si una elección de desempate no involucra al puesto de Fideicomisarios del Consejo Administrativo de Servicios Públicos de la Ciudad de McAllen, las casillas electorales para la elección de desempate deberán ser las casillas designadas para la elección del Distrito Uní Miembro de los Comisionados de la Ciudad. Se notificará de dicha elección de acuerdo al Código Electoral de Texas. El candidato para cada puesto que reciba la mayoría de votos será declarado como electo, y en caso de un empate, el ganador de dicha elección será determinado a base de un sorteo.

SECCIÓN 14: Todos los candidatos para los puestos mencionados deberán presentar su solicitud para un lugar en la boleta al Departamento de la Secretaria de la Ciudad de McAllen como lo estipula el Código Electoral de Texas y la Carta Constitucional de la Ciudad, antes de las 5:00 pm 78 días previo al día de la elección.

SECCIÓN 15: La notificación de elecciones, mencionando el contenido de esta Ordenanza, será publicada en el tablón de anuncios del Palacio Municipal y en la página de internet. Dicha Orden de Elección deberá ser publicada al menos una vez en el periódico “The Monitor” (versión en inglés y español), McAllen Texas, no antes de treinta (30) días y no después de diez (10) días antes de dicha elección.

SECCIÓN 16: La Orden de Elección, todos los avisos, publicaciones oficiales, boletas, boletas de muestra e instrucciones para el votante utilizadas en dicha elección deben ser impresas en los idiomas inglés y español de acuerdo a ley adherible.

SECCIÓN 17: Esta Ordenanza no será publicada en el Código de Ordenanzas de la Ciudad de McAllen puesto que no es mandatario.

SECCIÓN 18: Esta Ordenanza deberá estar en efecto inmediatamente al momento de ser aprobada de acuerdo a las leyes.

CONSIDERADA Y APROBADA el día ____ de enero, 2023 en reunión ordinaria de la Mesa Directiva de Comisionados de la Ciudad de McAllen, Texas en la cual estuvo presente un quórum y fue dirigida de acuerdo al Capítulo 551 del Código de Gobernación de Texas

.

FIRMADA el día ____ de enero, 2023.

CIUDAD DE McALLEN

Javier Villalobos, Alcalde

TESTIFICA POR:

Perla Lara, TRMC/CMC, CPM
Secretaria de la Ciudad

Aprobado en Forma

Isaac J. Tawil, Procurador de la Ciudad

CONSIDERADA Y APROBADA el día ____ de enero, 2023 en una reunión ordinaria del Consejo Administrativo de Servicios Públicos de la Ciudad de McAllen, Texas en la cual estuvo presente un quórum y fue dirigida de acuerdo al Capítulo 551 del Código de Gobernación de Texas.

FIRMADA el día ____ de enero, 2023.

CIUDAD DE McALLEN

Charles Amos, Director del Consejo

TESTIFICA POR:

Juan J. Rodriguez
Secretaria del Consejo

Aprobado en Forma

Isaac J. Tawil, Procurador de la Ciudad



AGENDA ITEM

5.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

12/21/2022

MEETING DATE

1/10/2023

1. Agenda Item: Discussion and Approval of a Septic Tank Variance for Canarias Subdivision
2. Party Making Request:
Erika Gomez, Developmental Activities
3. Nature of Request: Request of MPUB approval of Septic Tank Variance from developer of Canarias Subdivision
4. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement: Payment to MPU for a sewer reimbursement for El Rancho Sewer Project in the amount of \$1,552.71
6. Routing:
Erika Gomez Created/Initiated - 12/21/2022
7. Staff's Recommendation: Approval of variance request
8. City Attorney: Approve. IJT
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: n/a - MDC

Memo

TO: Marco A. Vega, P.E., General Manager

THRU: Carlos Gonzalez, P.E., Utility Engineer

FROM: Erika Gomez, E.I.T., Asst. Utility Engineer

DATE: December 15th, 2022

SUBJECT: **Canarias Subdivision; Consideration & Discussion of a Septic Tank Variance**

This property is located on South McColl Road and approximately 800 ft. South of Yuma Ave. The tract consists of 1 acre. It is located within the McAllen City Limits and is being proposed as R-1 Residential for a single-family home.

The subdivision application received MPU Board Approval on October 11, 2022, however; the utility layout changed due to cost estimates being higher than expected. The acreage has also changed to meet the 1 acre requirement for the use of septic tank. The applicant is requesting a variance to install an O.S.S.F. to service the property and has stated to our department that the cost of extending approximately 600 LF. of sewer line would be out of budget for a single-family home.

The applicant is also requesting to be allowed to bore McColl Rd with a 2-inch water service with a 4-inch casing and connect to an 8-inch waterline along La Cantera Ave.

The property falls under El Rancho Sewer reimbursements.

Staff recommends MPUB approval for the O.S.S.F variance request as proposed subject to the following: 1.) Dedication of a 10ft. utility easement along the perimeter of the property for future public Utility improvements; 2.) Execution of a Contractual agreement; 3) Payment of a sewer reimbursement for El Rancho Sewer project in the amount of \$1,552.71 payable to MPU.

I'll be available for further discussion/questions at the MPUB meeting.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to Patricia Lorenzo hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

Canarias Subdivision And proposes to construct Utility Improvements as shown on a plan designed by Spoor Engineering Consultants, Inc. dated 11/30/22, hereinafter called the IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in duplicate originals this _____ day of _____, 20____

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____
Marco A Vega, P.E.
General Manager
McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER

BY: 
NAME &
ADDRESS: Patricia Lorenzo
5901 N. Cynthia Street
McAllen, Texas 78504

**SUBDIVISION REIMBURSEMENT WORKSHEET
CANARIAS SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS

SEWER: MPU: EL RANCHO SEWER IMPROVEMENTS
COST: \$1,411.55 x 1 AC \$1,411.55
10% ADMIN FEE <10 YEARS 141.16

SEWER LINE REIMBURSEMENT \$1,552.71

TOTAL REIMBURSEMENT DUE

\$1,552.71

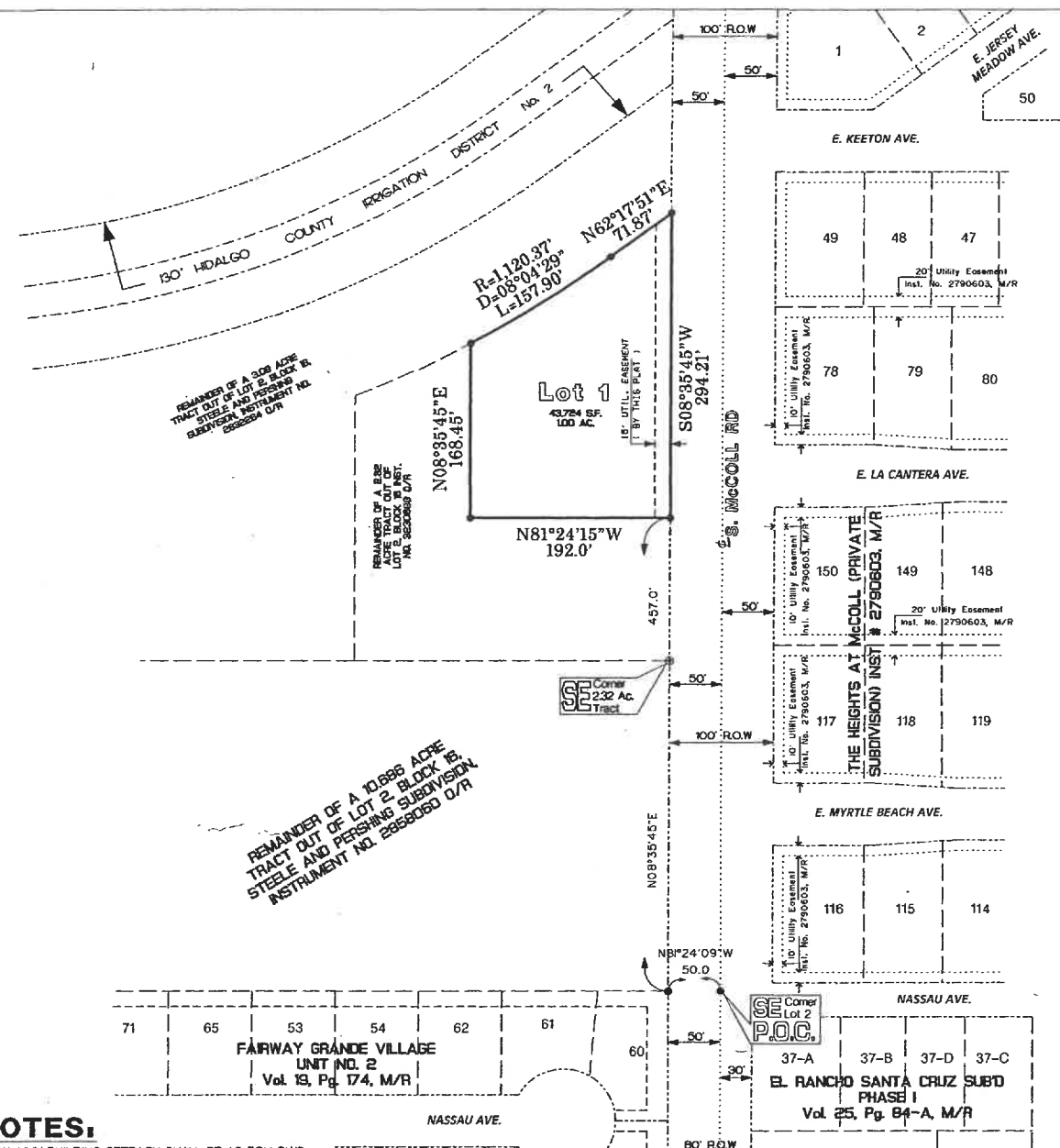
Prepared By: _____ Date: _____ Reviewed By: _____

Escrows will be adjusted upon execution of Final Reimbursement Certificate

I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature: Patricia Lorenzo

Print: Patricia Lorenzo



NOTES.

- 1) MINIMUM BUILDING SETBACK SHALL BE AS FOLLOWS:
A- FRONT- 50 FT. OR GREATER FOR EASEMENT OR IN LINE WITH AVERAGE OF EXISTING STRUCTURES WHICHEVER IS GREATER
B- REAR- 10 FT. OR GREATER FOR EASEMENT
C- SIDES- 6 FT. OR GREATER FOR EASEMENTS
D- GARAGE- 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.
- 2) MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED AT CENTER OF LOT.
- 3) THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAP, PANEL NO. 480343 0010C, REVISED NOV. 2, 1982.
- 4) A 5' BUFFER OPAQUE IS REQUIRED FROM ADJACENT/BEHIND MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES. AN 8" MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL/INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- 5) 4.0' SIDEWALK REQUIRED ALONG S. MCCOLL ROAD
- 6) OWNER IS REQUIRED TO PROVIDE AN ENGINEERED STORM WATER DETENTION PLAN APPROVED BY THE CITY OF McALLEN ENGINEERING DEPT. PRIOR TO ISSUANCE OF BUILDING PERMIT.
- 7) STORM WATER DETENTION OF 2,170 CUBIC FEET OR 0.05 AC-FT SHALL BE REQUIRED FOR THIS SUBDIVISION.
- 8) BENCHMARK- STATION NAME: MC 84 SET BY ARANDA & ASSOCIATES, LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF JACKSON RD. AND RIDGE RD. ELEV.- 150.70 (NAVD83)
- 9) 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.
- 10) COMMON AREAS, PRIVATE DRIVES, GATE AREA, ETC SHALL BE MAINTAINED BY LOT OWNERS AND NOT THE CITY OF McALLEN.

METES & BOUNDS

A 100 ACRE TRACT OF LAND OUT OF A CERTAIN 2.32 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 16, STEELE AND PERSHING SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS; SAID 2.32 ACRE TRACT AS DESCRIBED IN DEED RECORDED IN INSTRUMENT NUMBER 3230688, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a point on the East line of said 2.32 acre tract, North 08 Deg. 35 Min. 45 Sec. East, 150.0 feet from the Southeast corner of said 2.32 acre tract, for the Southeast corner of the following described tract of land, said point located North 81 Deg. 24 Min. 09 Sec. West, 50.0 feet and North 08 Deg. 35 Min. 45 Sec. East, 457.0 feet from the Southeast corner of Lot 2, Block 16; said point being on the West line of South McColl Road.

THENCE, parallel to the South line of said 2.32 acre tract, North 81 Deg. 24 Min. 15 Sec. West, 192.0 feet to a point for the Southwest corner hereof;

THENCE, parallel to the East line of said 2.32 acre tract, North 08 Deg. 35 Min. 45 Sec. East, 168.45 feet to a point on the North line of said 2.32 acres, for the Northwest corner hereof; said point being on a curve to the right;

THENCE, with the North line of said 2.32 acre tract, with said curve to the left, in a northeasterly direction, on a radius of 120.37 feet, through an arc of 08 Deg. 04 Min. 29 Sec., and a distance of 157.90 feet to end of curve for a point on the north line hereof;

THENCE, continue with the North line of said 2.32 acres, North 62 Deg. 17 Min. 51 Sec. East, 71.87 feet to the Northeast corner of said 2.32 acres, for the Northeast corner hereof; said point being on the West line of S. McColl Road.

THENCE, with the East line of said 2.32 acre tract, and the West line of South McColl Road, South 08 Deg. 35 Min. 45 Sec. West, 294.21 feet to the POINT OF BEGINNING, containing 100 acres of land, more or less.



Sep. 07, 2022
Scale: 1"=100'

MAP OF CANARIAS SUBDIVISION

BEING A SUBDIVISION OF A 1.00 ACRE TRACT OF LAND, OUT OF A 2.32 AC. TRACT OF LAND OUT OF LOT 2, BLOCK 16, STEELE & PERSHING SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 8, PG. 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICIA LORENZO, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022.

By: Patricia Lorenzo
2301 Tanglewood Lane,
Westlaco, Texas 78596

NOTARY PUBLIC

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

CHAIRMAN, PLANNING COMMISSION

DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR # 4608 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

CARLOS VASQUEZ, RPLS 4608
CIVIL LAND SURVEYOR
57 BEAUMONT AVE
McALLEN, TEXAS 78501
TEPELS FIRM # 1019600

DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:

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



12-05-22
STEPHEN SPOOR
REGISTERED PROFESSIONAL ENGINEER
P. E. REGISTRATION NO. 56752

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

MAYOR, CITY OF McALLEN

DATE

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 TEX. WATER CODE 49.21(a) 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: RAUL E. SESIN, P.E., CFM,
GENERAL MANAGER

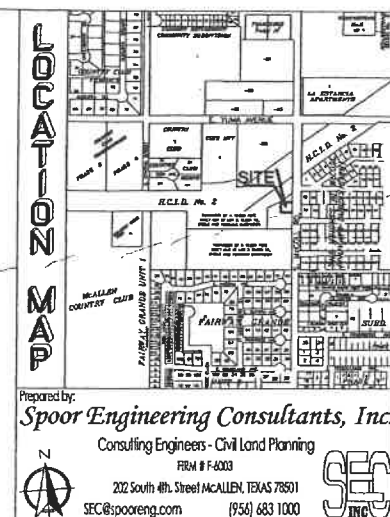
DATE

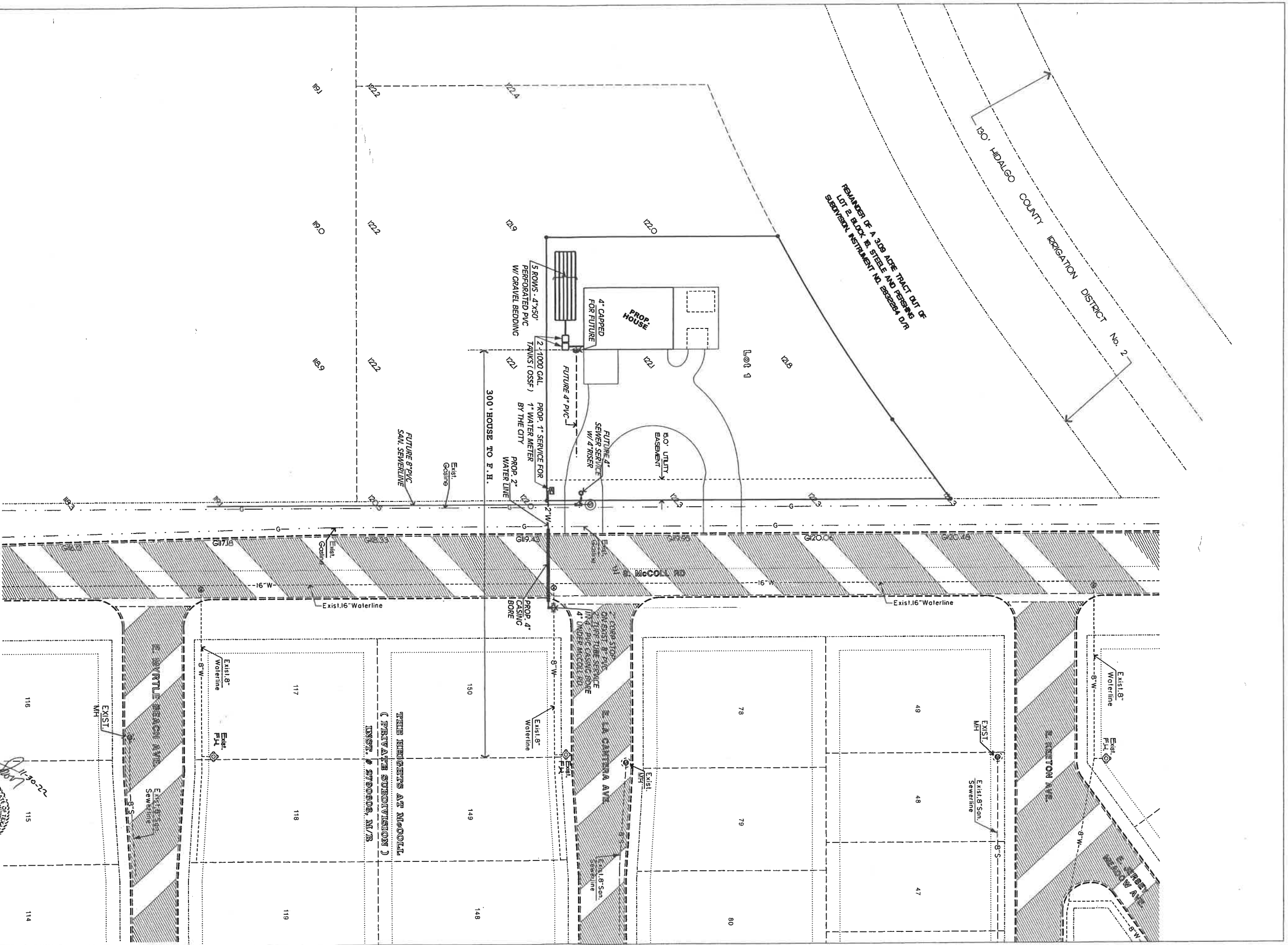
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO.2 ON THIS _____ DAY OF _____, A.D. 2022

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

SECRETARY

PRESIDENT





11-30-22
11-30-22

*UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED PRIOR TO DESIGN OR CONSTRUCTION.

CANARIAS SUBDIVISION

