



**NOTICE OF A REGULAR MEETING TO BE HELD BY THE
McALLEN PUBLIC UTILITY BOARD OF TRUSTEES**

DATE: Tuesday, March 26, 2024

TIME: 4:00 P.M.

PLACE: McAllen City Hall
Commission Chambers – 3rd Floor
1300 Houston Avenue
McAllen, Texas 78501

SUBJECT MATTER:

See Subsequent Agenda.

CERTIFICATION

I, the Undersigned authority, do hereby certify that the attached agenda of meeting of the McAllen Public Utility Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 22nd day of March, 2024 at 3:00 P.M. and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Clarissa Hernandez
Utility Board Secretary



**BOARD OF TRUSTEES MEETING
TUESDAY, MARCH 26, 2024 – 4:00 PM
MCALLEN CITY HALL - 3RD FLOOR
1300 HOUSTON AVE, MCALLEN, TX 78501**

AGENDA

AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD 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 MCALLEN PUBLIC UTILITY BOARD 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 MCALLEN PUBLIC UTILITY BOARD 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

EMPLOYEE OF THE MONTH - KIMBERLY ALONZO - CUSTOMER RELATIONS

1. MINUTES:

- a) Approval of the Minutes for the Regular Minutes held February 27, 2024 and the Workshop Minutes held March 7, 2024.

2. CONSENT AGENDA:

- a) Approval of Brier Village II Subdivision
- b) Approval of RGV Cold Storage, Boralis USA, Inc Subdivision

3. BIDS AND CONTRACTS:

- a) Award of Supply Contract for Safety Leather Boots / Project No. 01-24-SP08-130
- b) Consideration and Approval of New Elevated Water Tank Use Agreement with Drug Enforcement Administration (DEA) at Trade Zone Water Tower.

4. UTILITY LAYOUTS:

- a) Consideration and Approval of McAllen Near Shoring Industrial Subdivision

5. FUTURE AGENDA ITEMS

6. 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

- a) Consultation with City Attorney regarding pending litigation (Section 551.071, T.G.C)

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 APRIL 23, 2024.



AGENDA ITEM

1.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

03/19/2024

MEETING DATE

3/26/2024

1. Agenda Item: Approval of the Minutes for the Regular Minutes held February 27, 2024 and the Workshop Minutes held March 7, 2024.

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 - 3/19/2024

7. Staff's Recommendation:

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

STATE OF TEXAS
 COUNTY OF HIDALGO
 CITY OF MCALLEN

The McAllen Public Utility Board (MPUB) convened in a Regular Meeting on **Tuesday, February 27, 2024**, at 4:00 pm at in the City Commission Chambers at City Hall with the following present:

Absent:	Ernest Williams	Vice-Chairman
	Ricardo Godinez	Trustee
	Javier Villalobos	Mayor/Ex-Officio
	Albert Cardenas	Trustee
	Charles Amos	Chairman
Visitors:	Yohans Cabezuela	Leadership McAllen
Staff:	J.J. Rodriguez	Assistant General Manager
	Isaac Tawil	City Attorney
	Clarissa Hernandez	Utility Board Secretary
	Carlos Gonzalez, P.E.	Utility Engineer
	David Garza	Director of Wastewater Systems
	Valeria Rios	Treasury Accountant
	Rafael Balderas	Assistant to the Utility Engineer
	Jim Bob Sides	Video Production Specialist
	Juan Vallejo	Assistant Director of Water Systems
	Jerry Noriega	Director of Purchasing & Contracts
	Patrick Gray	GIS Technician
	Maria Chavero	Director Finance for Utilities
	Betsy Roque	Asst. Director Purchasing & Cont.
	Katia Sanchez	Water Education & Comm. Coord.
	Yesenia Tijerina	Water Education & Comm. Assistant
	Rosie Pedraza	Facility Maintenance Manager
	Jeff Johnston	Assistant City Manager
	Francisco Ramirez	Assistant Manager – T&D
	Juan Pedraza	Maintenance Manager – T&D
	Jose Andrade	HEO II – T&D

CALL TO ORDER:

Vice-Chairman Williams called the meeting to order at 4:01 p.m.

1. MINUTES:

- a) Approval of the Minutes for the Workshop and Regular Meeting held February 13, 2024.

Trustee Cardenas moved to approve the minutes for the workshop and regular meeting held on February 13th, 2024. Mayor Villalobos seconded the motion. The motion carried unanimously by those present.

2. CONSENT AGENDA

Mayor Villalobos moved to approve items 2a through 2d. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

- a) Approval of Eldorado at Thousand Oaks I, II, III, IV Phase II Subdivision
- b) Approval of the Preliminary Reimbursement Certificate for the Silverado Moon Subdivision
- c) Approval of Villas at Ware Subdivision
- d) Approval of Northwood Trails Subdivision.

3. BIDS AND CONTRACTS:

- a) Contract extension consideration for City of McAllen Employee Benefits Ancillary & Section 125 Administration

Mayor Villalobos moved to approve of the contract extension for City of McAllen Employee Benefits Ancillary & Section 125 Administration. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

- b) Consideration and Approval of Change Order Number 2 for the Material Purchase for the Large Diameter Pipeline Replacement Project – Ph. 1

Mr. Patrick Gray, GIS Technician, stated that in regard to the contract set for the Large Diameter Pipeline Replacement Project, staff was informed that additional material will be needed in order to complete the project. The awarded distributor, Aguaworks, has provided staff with a quote that is intended to be added onto the project. This is for material purchase only. The original contract amount awarded to the vendor was \$399,643.78. With the approval of change order number 1, the contract amount was increased to \$401,385.34. With change order number 2, the contract amount will be \$420,829.39. Staff is recommending approval of change order number 2 for the materials listed with a cost increase of \$19,444.05.

Trustee Cardenas moved to approve Change Order Number 2 for the Materials Purchase for the Large Diameter Pipeline Replacement Project – Ph.1. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

4. FUTURE AGENDA ITEMS

Mr. Juan J. Rodriguez reminded the board of our upcoming Board Retreat being held at the South Wastewater Treatment Plant on March 7th, 2024.

5. 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

Board did not recess into Executive Session.

- a) Consultation with City Attorney regarding pending litigation (Section 551.071, T.G.C)
- b) Consideration of economic development matters (Section 551.087, T.G.C)

ADJOURNMENT

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

Charles Amos, Chairman

Attest:

Clarissa Hernandez
Utility Board Secretary

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

The McAllen Public Utility Board met in a Workshop on **Thursday, March 07, 2024**, at 12:22 p.m. at South Wastewater Treatment Plant – Training Room with the following present:

	Charles Amos	Chairman
	Ernest Williams	Vice-Chairman
	Ricardo Godinez	Trustee
	Javier Villalobos	Mayor/Ex-Officio
Absent:	Albert Cardenas	Trustee
Staff:	Marco A. Vega, P.E.	General Manager
	J.J. Rodriguez	Assistant General Manager
	Isaac Tawil	City Attorney
	Clarissa Hernandez	Utility Board Secretary
	Savannah Arredondo	Assistant to the Utility Board Secretary
	Edward Gonzalez	Director of Water Systems
	Juan Vallejo	Assistant Director of Water Systems
	Maria Chavero	Director of Finance for Utilities
	David Garza	Director of Wastewater Systems
	Carlos Gonzalez, P.E.	Utility Engineer
	Marco Ramirez, P.E.	Utility Engineer
	Rafael Balderas, EIT	Assistant to the Utility Engineer
	Erika Gomez, EIT	Assistant to the Utility Engineer
	Patrick Gray	GIS Coordinator
	Katia Sanchez	Water Education and Comm. Coordinator
	Yesenia Tijerina	Water Education and Communication Assistant
	Janet Landeros	Grants Coordinator
Visitors:	Dustin Hutchinson	Aqua Metric
	Javier Garcia	GIC
	Dario Guerra, P.E.,	Big D Engineering

1) MPU Priorities

Marco Vega, P.E., General Manager, gave a brief opening presentation on MPU’s Priorities.

2) Water Projects

Dustin Hutchinson, with Aqua Metric, provided an update on the AMI Project Installation Status.

Javier Garcia, with GIC, made a brief presentation regarding the Elevated Reuse Water Storage Tank status on design.

Carlos Gonzalez, P.E., Utility Engineer, provided an update on the following items:

- North Water Treatment Plant 10 MGD Brackish Desal Expansion
- Concrete Steel Cylinder Pipe Replacement
- South Water Treatment Plant Generator Upgrade
- TxDOT/MPO Projects

3) Wastewater Projects

Marco Ramirez, P.E., Utility Engineer, provided an update on the following items:

- Sewer line, Manhole and Lift States Rehabilitation and Replacement
- Downtown Sewer Improvements
- 23rd Street and Sarah Lift Station
- Bentsen Roadway Expansion
- Bentsen and 5 Mile Lift Station
- Shary and Ware Road Gravity Sewer line
- Master Plan CIP

4) Financial Update

Maria Chavero, Director of Finance for Utilities, presented the 4th quarter comparison as of September 30, 2023 and the 1st quarter comparison as of December 31, 2024.

5) Discussion Regarding Special Topics

Rafael Balderas, Assistant to the Utility Engineer, presented a development update which included the following:

- Development Stats
- Tres Lagos Update
- MPU Board Participation

Katia Sanchez, Water Education Coordinator, gave an update regarding education and social media.

Erika Gomez, Assistant Utility Engineer, gave an update on CDBG projects.

Dario Guerra with Big D Engineering provided an update on the Geothermal Project.

5) 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

The Board did not go into Executive Session.

ADJOURNMENT

There being no other business to come before the Board, the workshop was unanimously adjourned at 4:42 p.m.

Charles Amos, Chairman

Attest:

Clarissa Hernandez
Utility Board Secretary



AGENDA ITEM

2.a.

PUBLIC UTILITY BOARD

**DATE SUBMITTED
MEETING DATE**

**03/19/2024
3/26/2024**

1. Agenda Item: Approval of Brier Village II Subdivision
2. Party Making Request:
Marco Ramirez, Utility Engineer P.E.
3. Nature of Request: Approval of Brier Village II Subdivision
4. Budgeted:

Bid Amount: _____
Under Budget: _____

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

5. Reimbursement:

6. Routing:
Patrick Gray Created/Initiated - 3/19/2024

7. Staff's Recommendation: The approval of Brier Village II Subdivision

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

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

FROM: Patrick R. Gray, E.I.T., GIS Coordinator

DATE: March 26, 2024

SUBJECT: **Approval of Brier Village Ph. 2 Subdivision**

This property is located on the southeast corner of Nolana Ave. and Bentsen Rd. The subdivision is located within the McAllen City Limits and is being proposed as R-3A Residential. The tract consists of 0.878 acres and will consist of 18 multifamily apartment units.

The subdivision application was originally filed with the City on June 5, 2023 and has received preliminary P&Z approval on June 20, 2023. The information required from the developer's engineer for this agenda was received on March 5, 2024.

Utility plan/availability is described as follows:

Water Service: The property will be served by an existing 16-inch looped waterline along the west side of Ware. Rd. The developer is proposing three water meter connections as well as a fire hydrant for fire protection

Sewer Service: There is an existing 12-inch sanitary sewer line on the west side of Bentsen Rd. The developer is proposing two (2) 6-inch service connections that will provide service to the 18 units.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following:

- 1.) Dedication of a utility easement, possibly along the perimeter of the property.**
- 2.) Installation of the proposed public utility infrastructure to be constructed as proposed.**
- 3.) Payment of a Sanitary Sewer and Waterline Reimbursement to MPU in the amount of \$2,312.06**

Staff will be available for further discussion/questions at the MPUB meeting.

Thank you

MEMORANDUM

Date: March 04, 2024
To: Rafael Balderas, McAllen PUB
From: Ruben James De Jesus, P.E.
Subject: Brier Village II Subdivision

Following is a description of the water and sewer as proposed for the above referenced subdivision:

WATER – MPUB

There is an existing 16-inch waterline along the West right-of-way of Bentsen Road. Three water meter connections to this exiting water line are proposed and will provide all necessary services and fire protection to the residential units within said Brier Village II Subdivision. This is an apartment complex with a total of 18 units.

SANITARY SEWER- MPUB

There is an existing 8-inch sanitary sewer line along the west side of Bentsen Road with an existing sanitary manhole in the Southwest corner of the intersection of Bentsen Road and Nolana Avenue. A 12-inch sanitary sewer line will be extended South from this manhole inside a proposed 10-foot utility easement along the East of the property. Two 6-inch sewer service lines are connected to this 12-inch line which provide sewer services to the 18 units proposed within this subdivision.

Respectfully,



Ruben James De Jesus, P.E.
Melden & Hunt, Inc.

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 Garman Investments, LP hereinafter called the DEVELOPER.

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

Brier Village Subdivision Phase II and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by Melden & Hunt, Inc. dated _____, hereinafter called the
(Engineering Firm)

IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
(Approval date)

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 triplicate originals this _____ day of _____, 201__.

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

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

ATTEST:

Board Secretary

DEVELOPER:

GARMAN INVESTMENTS, LP
ROBERT M. GARZA, MGR.

BY: _____
Address: 1804 N. 23RD ST.
MCALLEN, TX 78501

**SUBDIVISION REIMBURSEMENT WORKSHEET
BRIER VILLAGE II SUBDIVISION**

WATER LINE REIMB. CALCULATIONS

WATER: MPU: BENTSEN RD. WATER BOND PROJECT
COST: \$301.12 x 0.878 AC \$264.38
10% ADMIN FEE <10 YEARS 26.44

WATER LINE REIMBURSEMENT

\$290.82

SEWER LINE REIMB. CALCULATIONS

SEWER: MPU: BENTSEN RD. SEWER BOND PROJECT
COST: \$2,092.81 x 0.878 AC \$1,837.49
10% ADMIN FEE <10 YEARS 183.75

SEWER LINE REIMBURSEMENT

\$2,021.24

TOTAL REIMBURSEMENT DUE

\$2,312.06

Prepared By: RZ

Date: 3/01/24

Reviewed By: ps

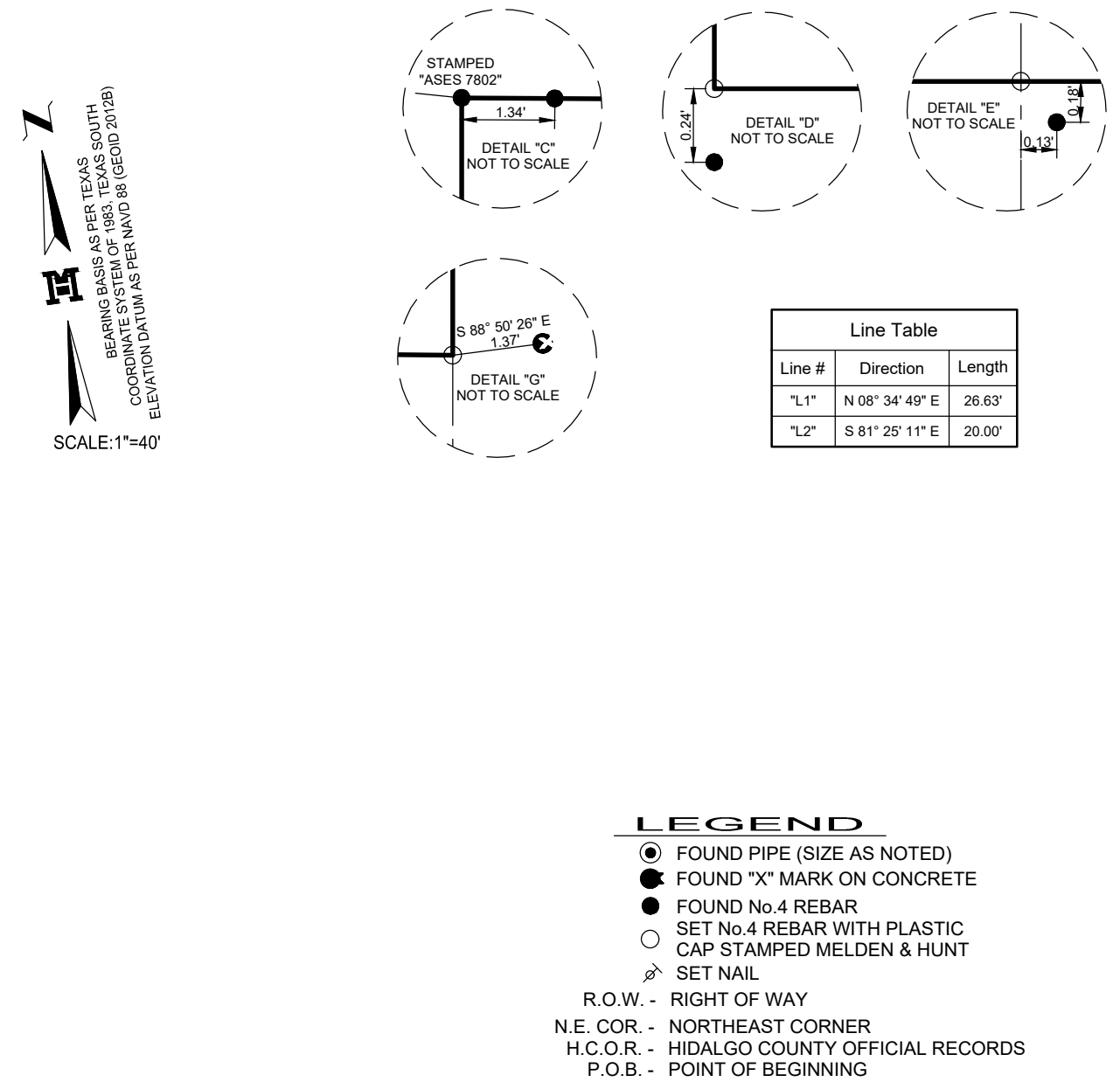
Escrows will be adjusted upon execution of Final Reimbursement Certificate

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: _____

Print: _____

Roberto Garza

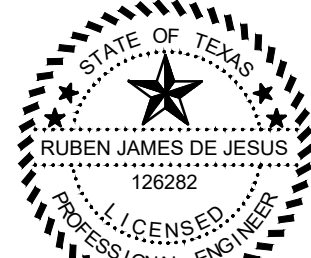


1. THENCE, S 08° 34' 49" W ALONG THE EAST LINE OF SAID LOT 308 AND WITHIN THE EXISTING RIGHT-OF-WAY OF BENTSEN ROAD, A DISTANCE OF 194.29 FEET TO A NAIL SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 25' 11" W AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF BENTSEN ROAD FROM WHICH A NO. 4 REBAR FOUND BEARS S 26° 44' 16" E A DISTANCE OF 0.23 FEET CONTINUING A TOTAL DISTANCE OF 224.20 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 4 REBAR FOUND BEARS S 19° 17' 40" E A DISTANCE OF 0.27 FEET, FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08° 34' 49" E A DISTANCE OF 169.04 FEET TO A NO. 4 REBAR SET, ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF NOLANA AVENUE, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81° 01' 57" E ALONG THE EXISTING SOUTH RIGHT-OF-WAY OF NOLANA AVENUE, AT A DISTANCE OF 1.34 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 204.20 FEET TO A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF BENTSEN ROAD, FROM WHICH A REBAR CUT "X" IN CONCRETE FOUND BEARS S 88° 50' 28" E A DISTANCE OF 1.37 FEET, FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 08° 34' 49" E, ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF BENTSEN ROAD, A DISTANCE OF 26.63 FEET TO A NAIL SET FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, S 81° 25' 11" E ALONG THE DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.678 OF ONE ACRE, OF WHICH 0.688 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF BENTSEN ROAD LEAVING A NET OF 0.789 OF ONE ACRE OF LAND, MORE OR LESS.

BEING A SUBDIVISION OF A 0.878 OF ONE ACRE
BEING OUT OF LOT 308,
JOHN H. SHARY SUBDIVISION
VOLUME 1, PAGE 17, H.C.M.R.
CITY OF McALLEN,
HIDALGO COUNTY, TEXAS

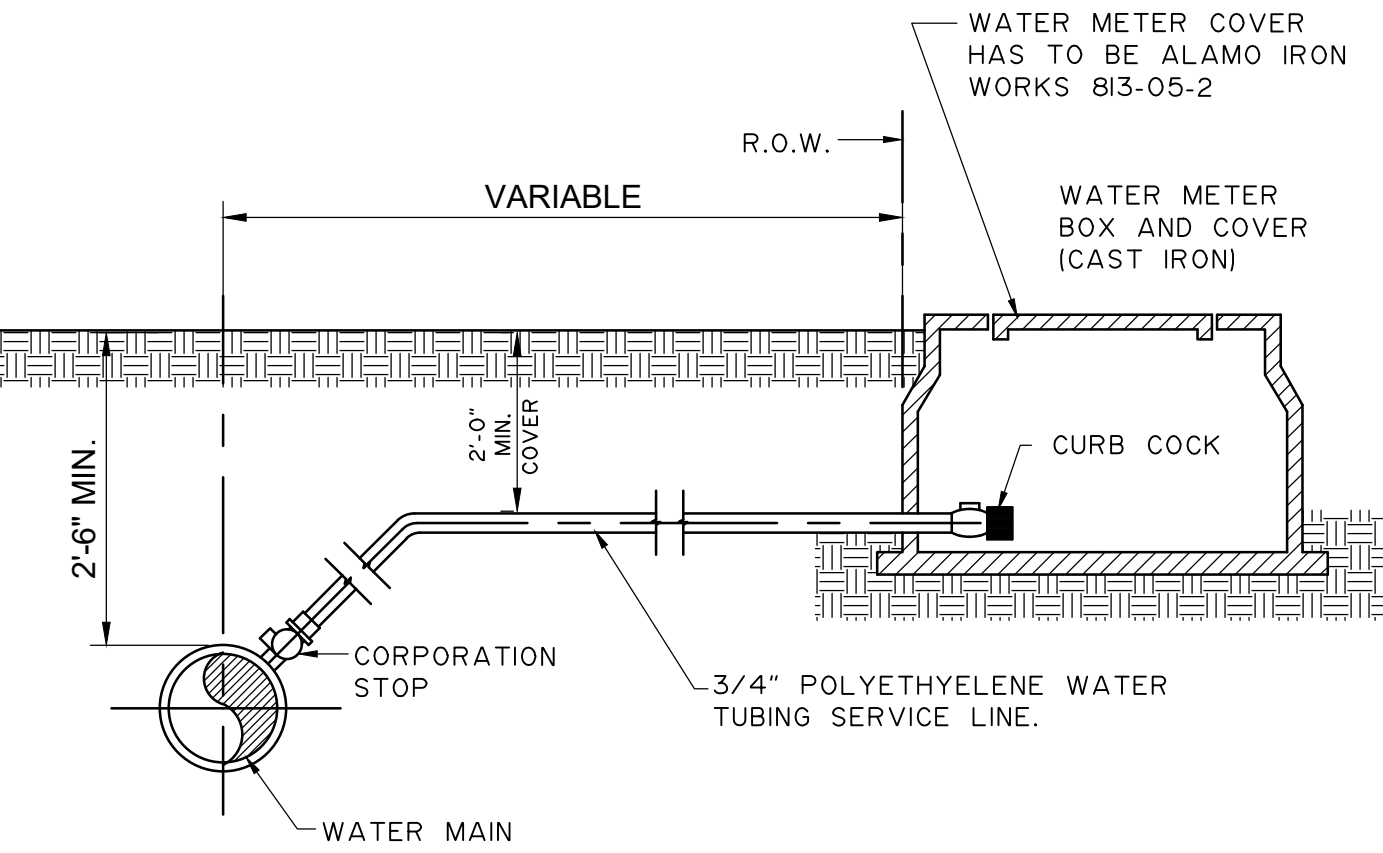
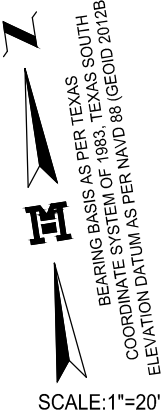
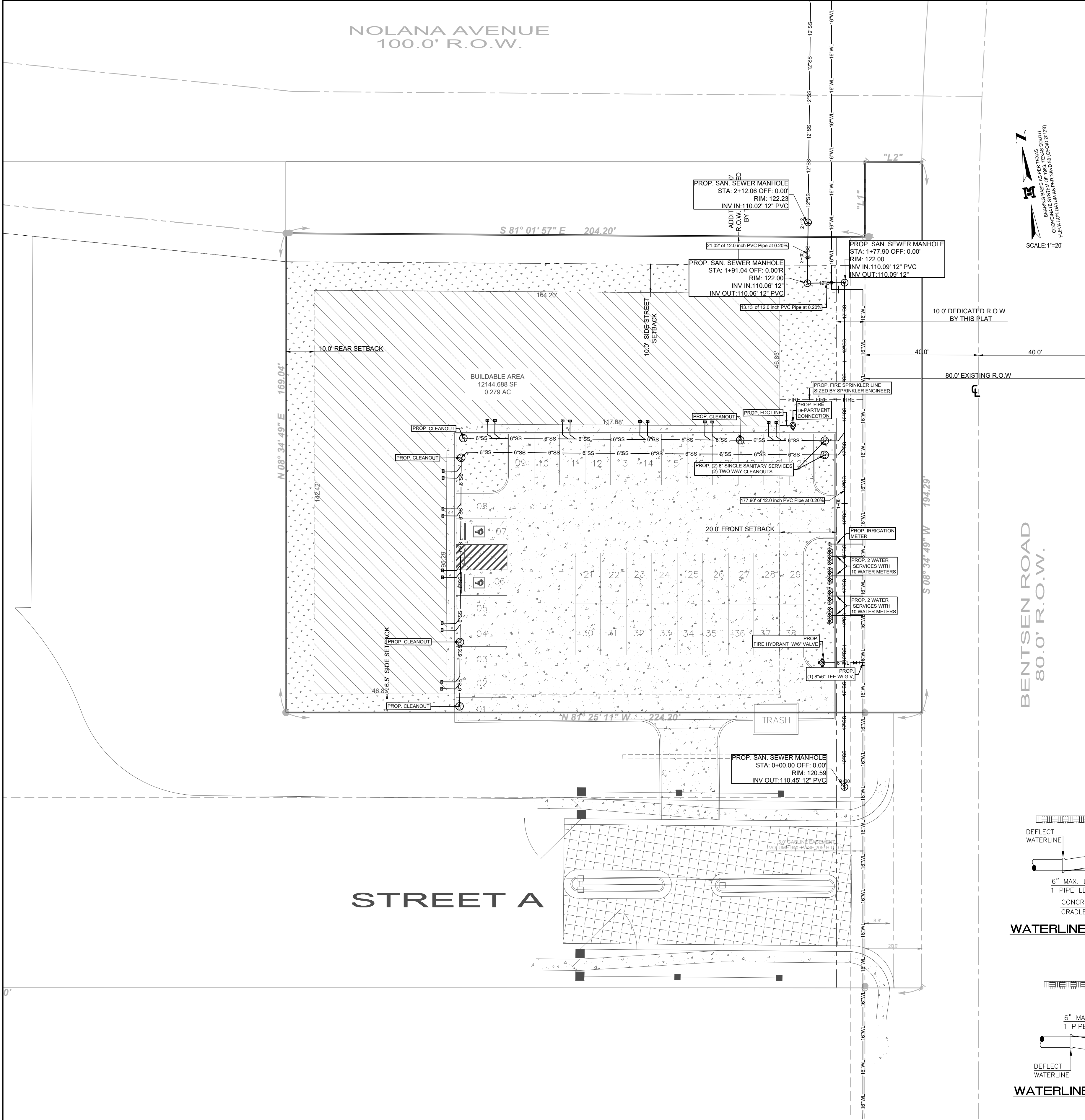
STATE OF TEXAS
 SURVEYOR
 RUBEN JAMES DE JESUS
 6813
 PROFESSIONAL SURVEYOR

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



BY: _____ DEPUTY





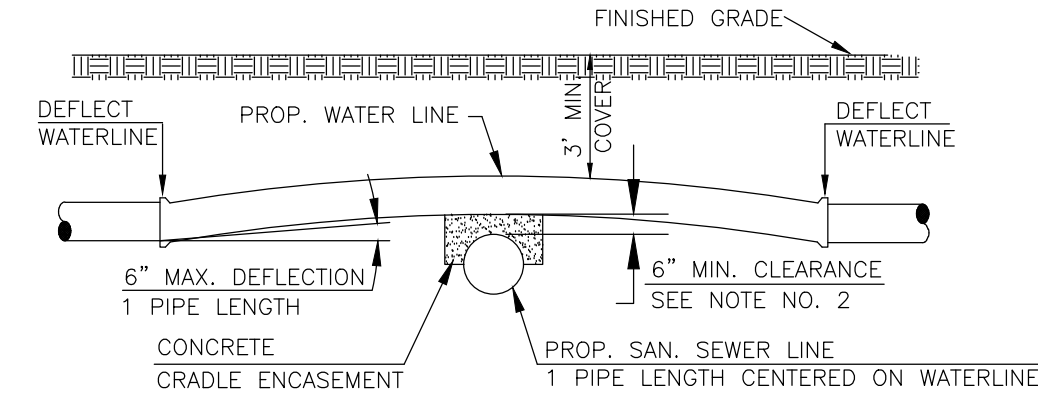
GENERAL NOTES:

1. ALL SERVICE CONNECTIONS NEED TO HAVE A MIN. 2'-0" COVER FROM FINISHED GRADE.
2. WATER METER COVER HAS TO BE ALAMO IRON WORKS 813-05-2.
3. ALL WATER MAINS HAVE 30 INCHES OF COVER FROM FINISHED GRADE.
4. METER BOX HAS TO BE CAST IRON.
5. ALL CONCRETE TO HAVE A MIN. 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.

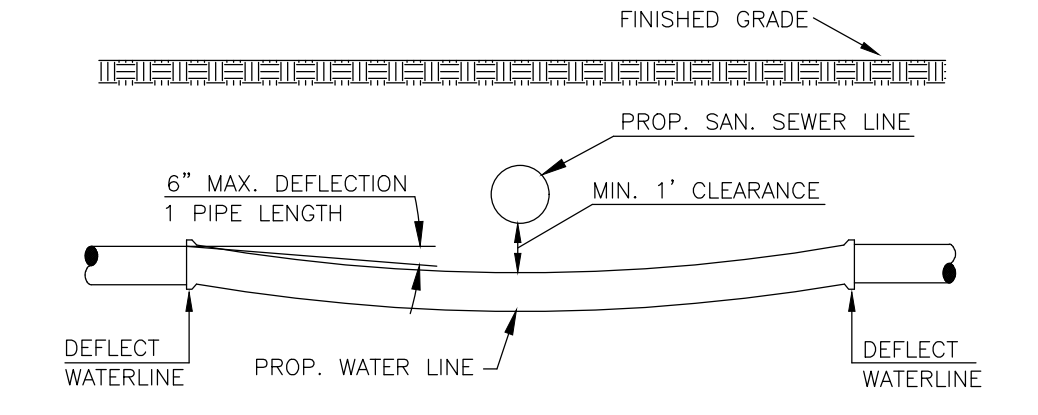
CONSTRUCTION NOTES:

- A. WATER VALVE COVER.
- B. CURB COCK.
- C. METER BOX & METER PROVIDED.
- D. 3/4" POLYETHYLENE WATER TUBING SERVICE LINE.
- E. CORPORATION STOP.
- F. WATER MAIN. (C-900 DR-18 CLASS 150)

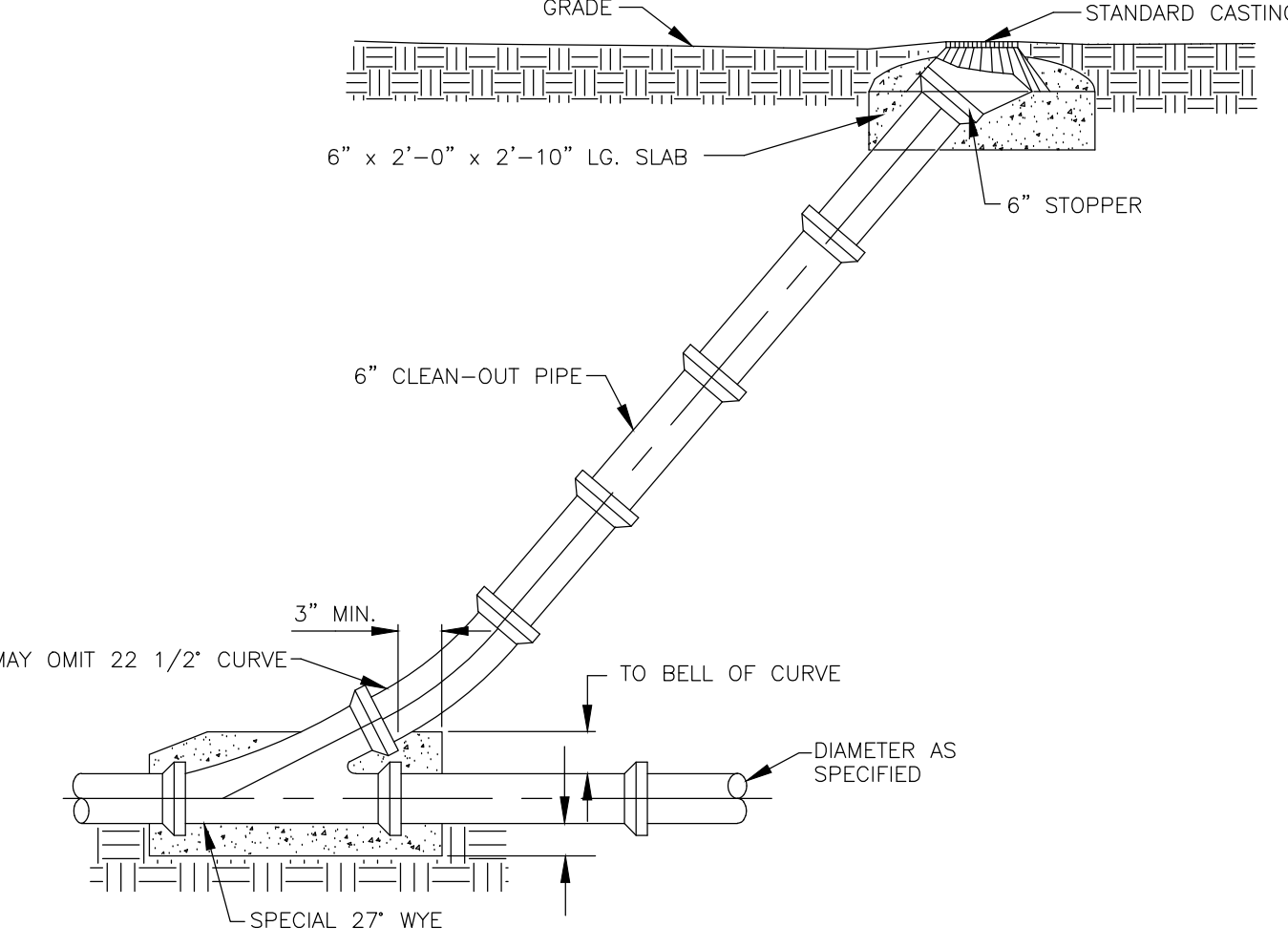
TYPICAL SERVICE CONNECTION



WATERLINE CROSSING OVER SANITARY SEWER



WATERLINE CROSSING UNDER SANITARY SEWER



STANDARD CLEANOUT

N.T.S.

JOB No. 23094.00

REVISION	DATE	BY
1		MELDEN & HUNT INC.
2		CONSULTANTS • ENGINEERS • SURVEYORS
3		115 W. MCINTYRE - EDINBURG, TX 78541
4		PH: (956) 381-0981 - FAX: (956) 381-1839
5		ESTABLISHED 1947 - www.meldenandhunt.com

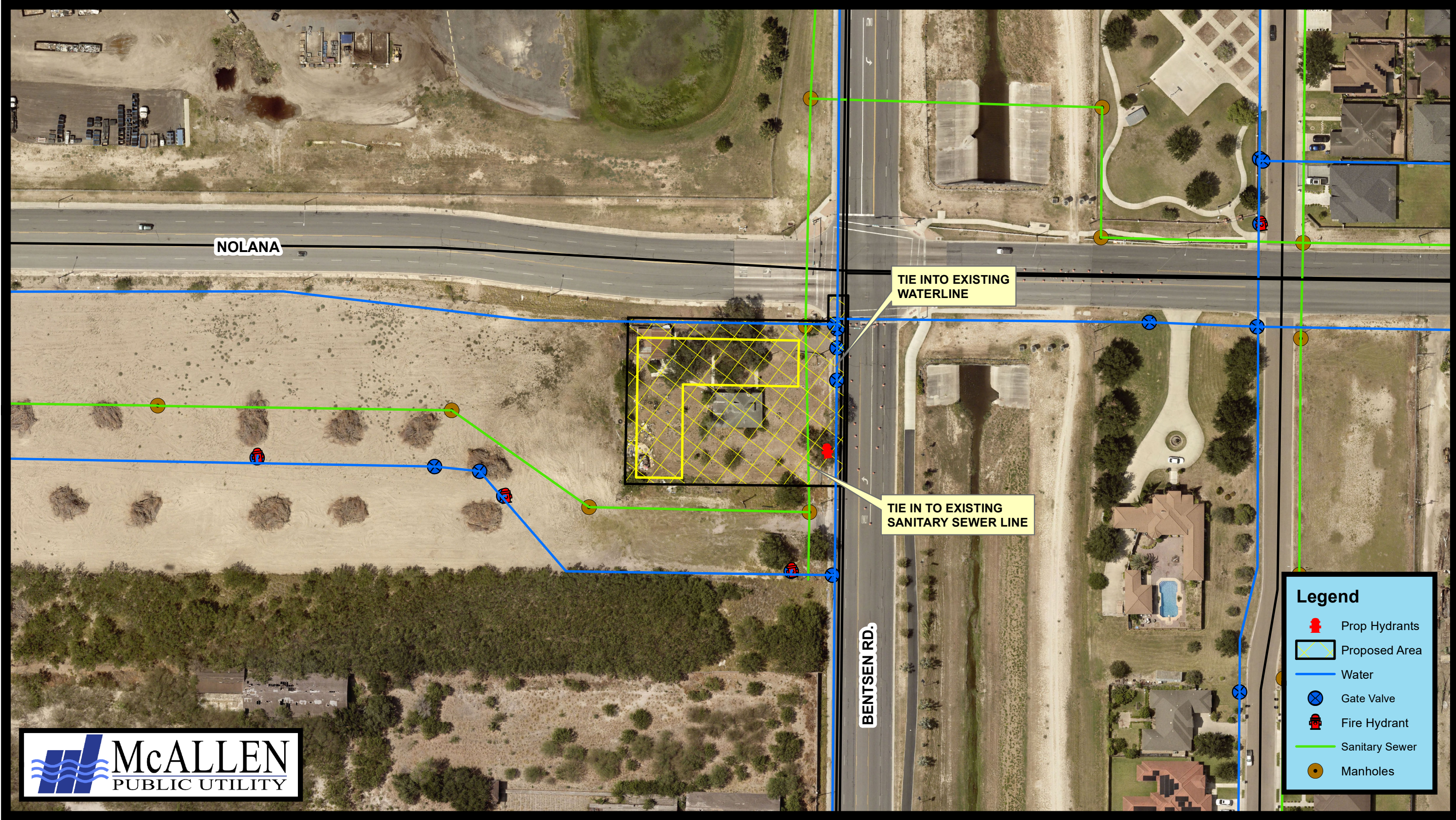
ENG. TECH. ENVZ.	PROJECT ENG. RUBEN J. DE JESUS
1. RELEASE DATE:	
2. RELEASE DATE:	
3. RELEASE DATE:	
SCALE:	1"=20'

BRIER VILLAGE II
SUBDIVISION
MCALLEN, TX HIDALGO
COUNTY

UTILITY LAYOUT



BRIER VILLAGE PH. 2 SUBDIVISION





AGENDA ITEM

2.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED

03/19/2024

MEETING DATE

3/26/2024

1. Agenda Item: Approval of RGV Cold Storage, Boralis USA, Inc Subdivision

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: _____
Under Budget: _____

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

5. Reimbursement: N/A

6. Routing:
Erika Gomez **Created/Initiated - 3/19/2024**

7. Staff's Recommendation: Approval of the subdivision as conditions set forth

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

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

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

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

DATE: March 18th, 2024

SUBJECT: RGV Cold Storage - Boralis USA, Inc Subdivision; Consideration & Approval of Subdivision

This property consists of 3.953 acres, and it is located on the northwest corner of Military Hwy and South 10th Street. It is located within the McAllen City Limits and is being proposed as I-1, light Industrial use.

The subdivision application was originally filed with the City on November 28th, 2023, and received preliminary P&Z approval on December 19th, 2023. The information required from the developer's engineer for this agenda was received on March 15th, 2024.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 8" waterline along the west ROW of south 10th street and extend west to the western property line. The waterline will run south along the west property line and connect to an existing 12-inch waterline along Military HWY. The applicant is proposing two (2) fire hydrants for fire protection.
2. **Sewer Service:** Applicant is proposing to extend an 8-inch sewer line north of the property and connect to an existing 15-inch sewerline along south 10th street. A 6-inch service will be installed to serve this property.
3. The developer has submitted a Reimbursement Waiver.

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

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

RGV COLD STORAGES BORALIS USA INC. SUBDIVISION

Utility Narrative:

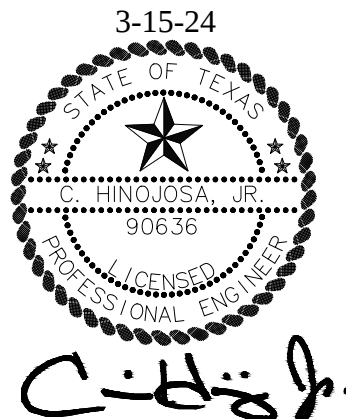
A tract of land containing 3.723 acres of one acre situated in the city of McAllen, Hidalgo County, Texas, being part or portion out of Lot 14, Ebony Heights Citrus Grove Unit No. One Subdivision, Hidalgo County, Texas, according to the map or plat recorded in Volume 5, page 39 of the Hidalgo County Map Records.

Water

Lot 1 will be serviced by an existing 8" water line that will be located on the north side of the property and be extended to the west to tie into an existing 12" water line that runs north to south on the east side of S. 10th street. In addition, the proposed 8" line will extend south on the west side of the property and connect to an existing 8" waterline located on the south side of Military Highway to complete a water loop. The line will be bored under Military Highway. We will be adding two fire hydrants for this development to cover all future buildings. A 2" service line will be extended to the future building during the building construction phase.

Sewer

The sanitary sewer system for the proposed lot will be collected and sent through an 8" PVC sanitary sewer service line. The 8" collector line will connect to an existing 15" sanitary sewer line that runs north to south on the east side of S. 10th street. The connection will be done by adding a manhole at the location of the connection. The sanitary sewer flows south to a manhole located on the intersection of S. 10th street and Military Highway. Six inch service lines will be extended to the lot from the proposed 8" sanitary sewer collector line.



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 Boralis USA Inc, hereinafter called the DEVELOPER.

(Developer)

1. The DEVELOPER is the developer of the following described property: 3.723 acres out of Lot 14 Ebony Heights Citrus Grove Uniy 1, Vol 5, pg 39 Hidalgo County And proposes to construct Utility Improvements as shown on a plan

(Location)

designed by Cloromiro Hinojosa Jr., P.E. dated March 5, 2024, 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

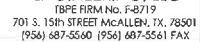
ATTEST:

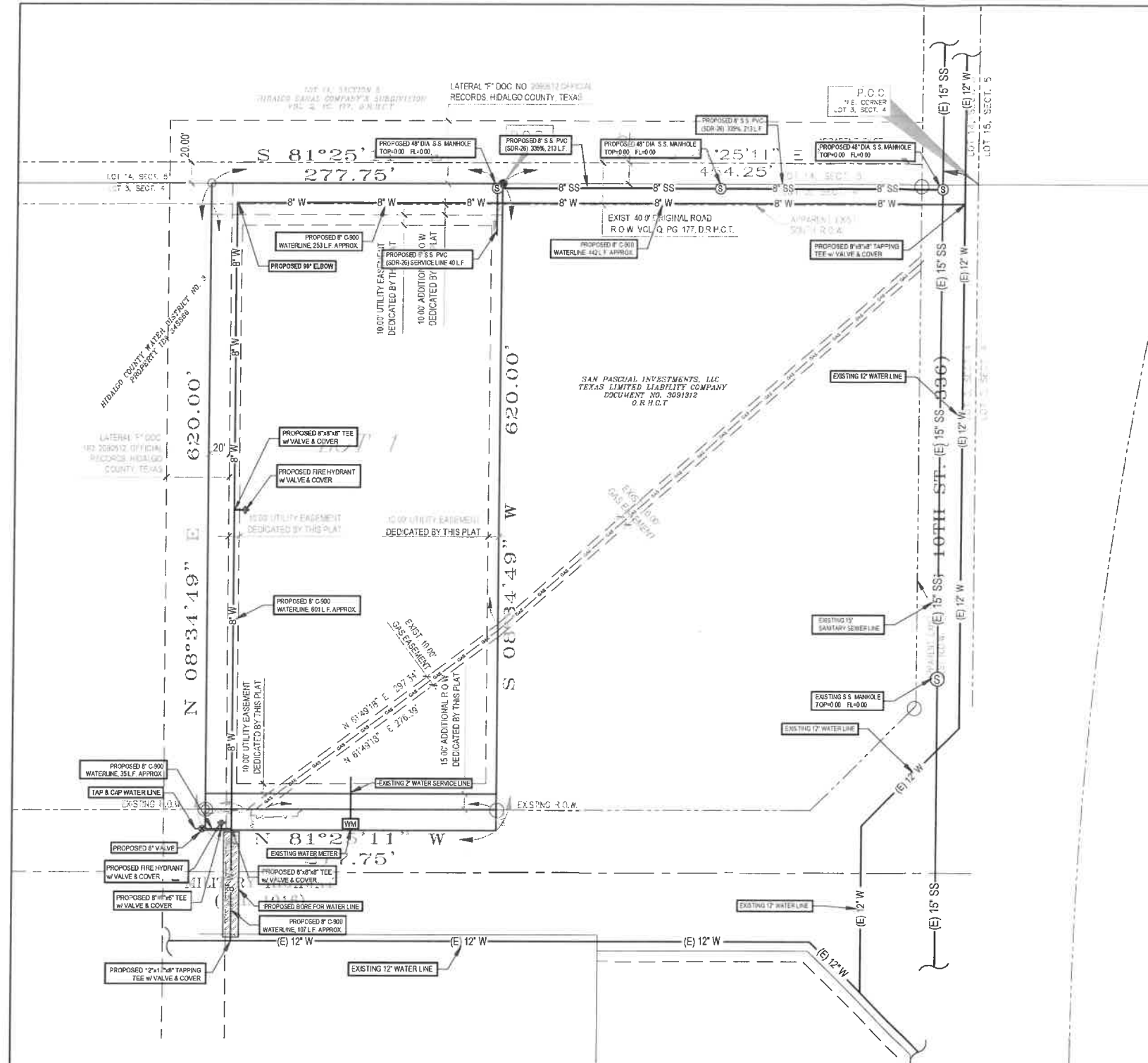
Board Secretary

DEVELOPER

BY:
NAME &
ADDRESS:

Boralis USA Inc.
Director: Jose P. Cantu
8026 Vantage Dr.
San Antonio, Texas 78230





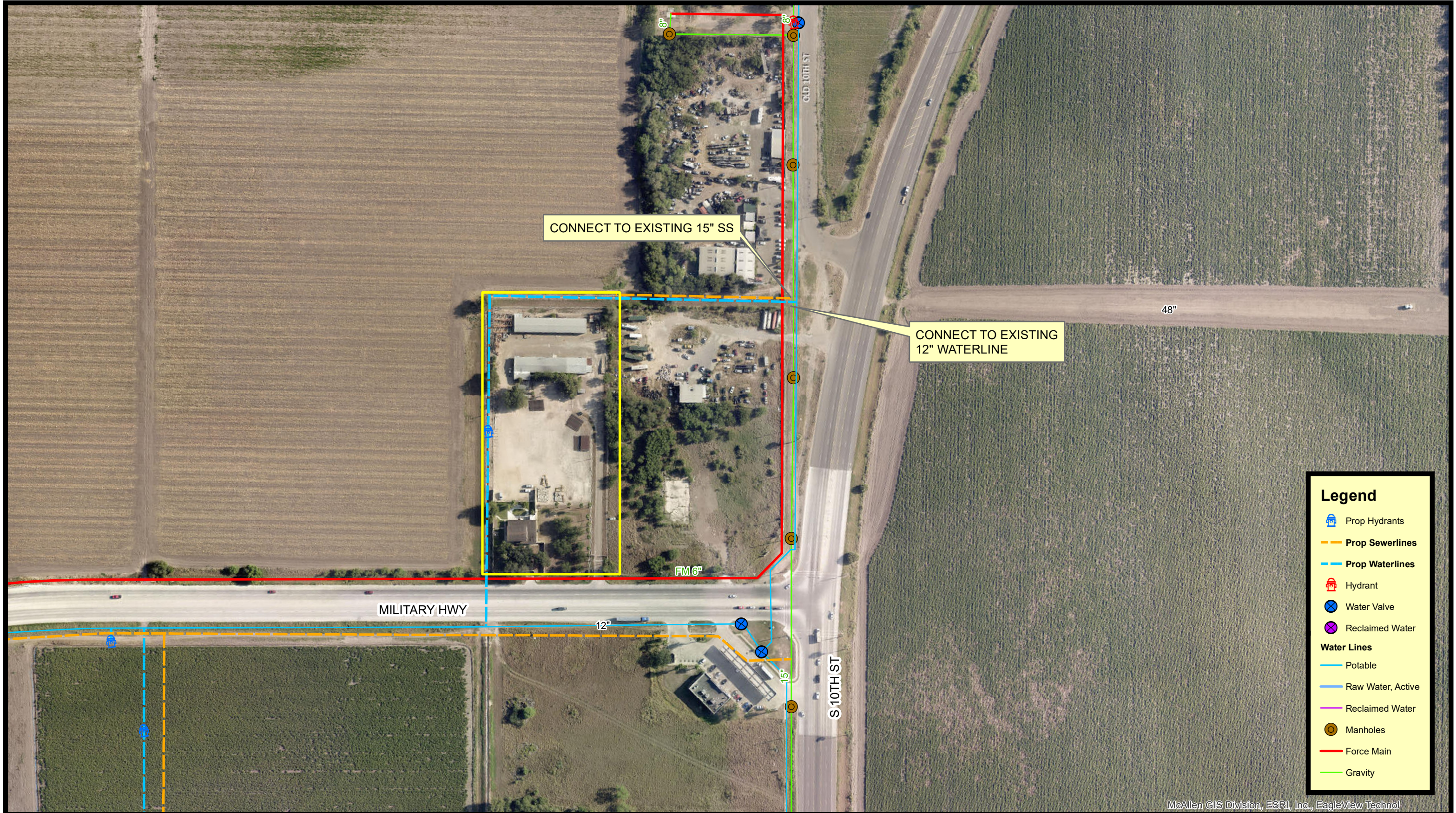
GENERAL NOTES:

1. ALL PROPOSED WATER LINES TO BE C-900 DR-18.
2. ALL FIRE HYDRANTS SHALL BE MUELLER AND TO BE INSTALLED WITH VALVE & BOX & PLACED 3.0' BEHIND THE BACK OF CURB. PROPOSED FIRE HYDRANT SHALL BE SPACED
3. CONTRACTOR SHALL MAINTAIN A 9.0 FOOT MIN. HORIZONTAL SEPARATION BETWEEN PROPOSED WATER LINES & SANITARY SEWER LINES.
4. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
5. REFER TO SUBDIVISION PLAT FOR LOT DIMENSIONS.
6. ALL WATER AND SEWER LINES AND SERVICES UNDER PAVEMENT SHALL REQUIRE COMPACTING TESTS. ALL UTILITIES SHALL BE COMPACTED TO A MINIMUM 95% PROCTOR. ALL TESTING RESULTS SHALL BE SUBMITTED TO THE CITY OF EDINBURG AND THE PROJECT ENGINEER FOR REVIEW AND ACCEPTANCE.

BEARING SHOWN BASED
ON RECORD PLAT
SCALE: 1"= 50'

UTILITIES PLAN FOR
RGV COLD STORAGES BORALIS USA INC. SUBDIVISION

RGV COLD STORAGE BORALIS USA, INC SUBDIVISION



Legend

- Prop Hydrants
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water

Water Lines

- Potable
- Raw Water, Active
- Reclaimed Water
- Manholes
- Force Main
- Gravity



- | | | |
|----------------------|----------------|-------------|
| | AGENDA ITEM | <u>3.a.</u> |
| PUBLIC UTILITY BOARD | DATE SUBMITTED | 03/19/2024 |
| | MEETING DATE | 3/26/2024 |
1. Agenda Item: Award of Supply Contract for Safety Leather Boots / Project No. 01-24-SP08-130
 2. Party Making Request:
Yolanda Perez, Director of Risk Management
 3. Nature of Request: Award of Contract for Safety Leather Boots. Project No. 01-24-SP08-130
 4. Budgeted: YES

Bid Amount:	<u>\$0.00</u>	Budgeted Amount:	<u>\$0.00</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
 5. Reimbursement:
 6. Routing:

Eric De Leon	Created/Initiated - 3/19/2024
Yolanda Perez	Approved - 3/20/2024
Gerardo Noriega	Final Approval - 3/20/2024
 7. Staff's Recommendation: Staff recommends approval for the Award of Supply Contract for ten (10) safety leather boots for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager's approval to exercise the option to extend the service contract for two (2) additional years, in one (1) year increments subject to the performance of the successful vendor being satisfactory. In addition, we respectfully request authorization to terminate such contract with City Manager approval and re-award affected item to the second highest ranked service provider if the awarded vendor fails to meet or perform under the terms and conditions of the service contract.
 8. City Attorney: Approve. IJT
 9. MPU General Manager: Approved - MAV
 10. Director of Finance for Utilities: Approved- MSC



MEMORANDUM

TO: Marco Vega, P.E, General Manager

FROM: Yolanda Perez, Director of Risk Management

CC: Jeff Johnston, C.E.M., Assistant City Manager

SUBJECT: Award of Supply Contract for Safety Leather Boots / Project No. 01-24-SP08-130

DATE: March 4, 2024

Goal

The Risk Management Department is requesting your consideration and approval for the Award of a supply contract for Safety Leather Boots to the highest ranked firm, Redwing Brands of America, Inc. A total of ten (10) safety leather boots were selected from the three (3) bid proposals received. Safety leather boots are purchased at the discretion of individual City departments and McAllen Public Utilities thru their respective budgets.

Explanation

A committee was assigned to review and score each proposal based on the following criteria: past performance, industry experience, cost, specifications/delivery period and warranty. Ten (10) Safety leather boot styles were selected for use by City departments and McAllen Public Utilities. Please see below the safety leather boots that are to be awarded, they are listed by Brand and model number:

	Red Wing Brands of America, Inc.
1	Redwing 2231
2	Redwing 2230
3	Redwing 4448
4	Redwing 2401
5	Redwing Irish Setter 83972-U
6	Redwing 4215
7	Redwing Irish Setter 83972
8	Redwing 2453
9	Redwing Irish Setter 83956
10	Redwing 2284

History

The term of the safety leather boot contract from December 2020 thru December 2023 had an average total cost of \$120,851.00 for City-wide departments and McAllen Public Utilities. The average quantity of safety leather boots ordered during this contract period was 855 pairs with an average cost of \$142.00 per pair.

Options

1. Approve Award of Supply Contract to highest ranked firm, Redwing Brands of America, Inc.
2. Reject Award of Supply Contract to highest ranked firm, Redwing Brands of America, Inc.

Recommendation

Staff recommends approval for the Award of Supply Contract for ten (10) safety leather boots for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager's approval to exercise the option to extend the service contract for two (2) additional years, in one (1) year increments subject to the performance of the successful vendor being satisfactory. In addition, we respectfully request authorization to terminate such contract with City Manager approval and re-award affected item to the second highest ranked service provider if the awarded vendor fails to meet or perform under the terms and conditions of the service contract.

BIDDERS:						SHOES FOR CREWS BOCA RATON, FL			RED WING BRANDS OF AMERICA, INC RED WING, MN 			MISSION WESTERN WEAR MISSION, TX			NON-RESPONSIVE ADA SUPPLY AND LEASING SERVICES, INC. BONAIRE, GA		
ITEM NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	COMMENT (S)	TECHNICAL SPECIFICATIONS	UNIT PRICE	COMMENT (S)	SPECIFICATION S	UNIT PRICE	COMMENT (S)	TECHNICAL SPECIFICATIONS	UNIT PRICE	COMMENT (S)	TECHNICAL SPECIFICATIONS
1	800-72-01001	BASE	11" PULL UP, SUPERSOLE, STEEL TOE, SLIP RESISTENT, ELECTRICAL HAZARD, MODEL 2231 OR EQUIVALENT. (SPECIFY BRAND) 	PR	1	\$159.98		SHOES FOR CREWS STYLE #72104 DEWALT GAUCHO - ST EH	\$203.99	RED WING 2231	RED WING SUPER SOLE 2231, NO EXCEPTIONS	\$175.00	6 MONTHS WARRANTY	RED WING 2231 \$175.00	\$118.57	ARIAT 10014241	
2	800-72-01002	BASE	11" PULL UP, SUPERSOLE, STEEL TOE, SLIP RESISTANT, WATERPROOF, ELECTRICAL HAZARD, MODEL 2230 OR EQUIVALENT. (SPECIFY BRAND) 	PR	1	\$159.98		SHOES FOR CREWS STYLE #72104 DEWALT GAUCHO - ST EH	\$235.99	RED WING 2230	RED WING SUPERSOLE 2230 NO EXCEPTIONS	\$195.00	6 MONTHS WARRANTY	RED WING 2230 \$195.00	\$164.28	ARIAT 10001198	
3	800-72-01003	BASE	11" PULL UP ELECTRICAL HAZARD, WATER PROOF ALUMNIUM TOE, VIBRAND RUBBER SOLE, HEAT RESISTENT, 4448 OR EQUAL (SPECIFY BRAND) 	PR	1	\$134.98		SHOES FOR CREWS STYLE #7200 BRONCO IV - CT WP	\$235.99	RED WING 4448	RED WING FLEXFORCE 4448 NO EXCEPTIONS	\$195.00	6 MONTHS WARRANTY	RED WING 4448 \$195.00	\$123.57	IRON AGE 5094	
4	800-72-01004	BASE	6" LACE UP ELECTRICAL HAZARD, WATER PROOF, ALUMINUM TOE, VIBRAN RUBBER OUTERSOLE, HEAT RESISTANT, 2401 OR EQUAL. (SPECIFY BRAND) 	PR	1	\$134.98		SHOES FOR CREWS STYLE #72309 REDROCK 6" NCT WP	\$219.99	RED WING 2401	RED WING FLEXFORCE 2401 NO EXCEPTIONS	\$185.00	6 MONTHS WARRANTY	RED WING 2401 \$185.00	\$105.71	IRON AGE 5014	
5	800-72-01005	BASE	10" PULL UP BOOT, SQUARE TOE, WATERPROOF, OIL AND SLIP RESISTANCE, COMPOSITE TOE MODEL 10040433 OR EQUAL (SPECIFY BRAND) 	PR	1	\$0.00		N/A	\$191.99	EQUAL: IRISH SETTER 83972	EQUAL: IRISH SETTER MARSHALL 83972	\$135.00	6 MONTHS WARRANTY	ARIAT 10040433 \$135.00	\$128.57	ARIAT 100040433	
6	800-72-01006	BASE	6" LACE UP BOOT WATERPROOF, ELECTRICAL HAZARD SAFETY TOE , OIL SLIP RESISTANT MODEL 4515 OR EQUAL (SPECIFY BRAND) 	PR	1	\$134.98		SHOES FOR CREWS STYLE #72309 REDROCK 6" NCT WP	\$219.99	RED WING 4215	RED WING 4515	\$179.00	6 MONTHS WARRANTY	RED WING 4215 \$179.00	\$135.71	ARIAT 10046876	
7	800-72-01007	BASE	11" PULL UP SQUARE CARBON TOE, WATERPROOF, OIL AND SLIP RESISTANT MODEL 10036002 OR EQUAL (SPECIFY BRAND) 	PR	1	\$0.00		N/A	\$191.99	EQUAL: IRISH SETTER 83972	EQUAL - IRISH SETTER MARSHALL 83972	\$165.00	6 MONTHS WARRANTY	ARIAT 10036002 \$165.00	\$175.71	ARIAT 10036002	
8	800-72-01008	BASE	6" LACE UP LIGHTWEIGHT STABILIZING SHANK, WATERPROOF, LEATHER, ELETRICAL HAZARD, OIL SLIP RESISTANT 10034673 OR EQUAL (SPECIFY BRAND) 	PR	1	\$134.98		SHOES FOR CREWS STYLE #72309 REDROCK 6" NCT WP	\$215.99	EQUAL: RED WING 2453	EQUAL - RED WING EXPOS LITE 2453	\$130.00	6 MONTHS WARRANTY	ARIAT 10034673 \$130.00	\$94.28	ARIAT 10034673	
9	800-72-01009	BASE	10" PULL UP BOOT, ELECTRICAL HAZARD, STEEL TOE BLACK, 10046929 OR EQUAL. (SPECIFY BRAND) 	PR	1	\$164.98		SHOES FOR CREWS #72109 WAGGONER NCT WP	\$183.99	EQUAL: IRISH SETTER 83956	EQUAL - IRISH SETTER MARSHALL 83956	\$155.00	6 MONTHS WARRANTY	ARIAT 10046929 \$155.00	\$142.28	ARIAT 10046929	
10	800-72-01010	BASE	WOMEN'S LACE UP, ELECTRICAL HAZARD ALUMINUM TOE, HEAT RESISTANT SLIP RESISTANT MODEL 2284 OR EQUIVALENT (SPECIFY BRAND) 	PR	1	\$79.98		SHOES FOR CREWS #72205 HEATHER II	\$147.99	RED WING 2284	RED WING ECOLITE 2284 NO EXCEPTIONS	\$135.00	6 MONTHS WARRANTY	RED WING 2284 \$135.00	\$92.85	KEEN 1029123	

RFP SCORE TABULATIONS

PROJECT NO.: 01-24-SP08-130 RFP - SUPPLY CONTRACT FOR THE PURCHAS OF SAFETY LEATHER BOOTS AND SHOES

DATE: 3/4/2024

		NON-RESPONSIVE		
	SHOES FOR CREWS	ADA SUPPLY AND LEASING SERVICES INC.	MISSION WESTERN WEAR	RED WING BRANDS OF AMERICA INC.
	BOCA RATON, FL	BONAIRE, GA	MISSION, TX	RED WING, MN
EVALUATOR 1	54.7	0	57	85
EVALUATOR 2	51.7	0	56	85
EVALUATOR 3	51.7	0	56	85
EVALUATOR 4	51.7	0	57.7	85
TOTAL	209.8	0	226.7	340



- | | | |
|-----------------------------|-----------------------|--------------------|
| | AGENDA ITEM | <u>3.b.</u> |
| PUBLIC UTILITY BOARD | DATE SUBMITTED | 03/20/2024 |
| | MEETING DATE | 3/26/2024 |
1. Agenda Item: Consideration and Approval of New Elevated Water Tank Use Agreement with Drug Enforcement Administration (DEA) at Trade Zone Water Tower.
 2. Party Making Request:
Erika Gomez, Developmental Activities
 3. Nature of Request: Request of MPUB approval of New agreement for Elevated Water Tank Use.
 4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
 5. Reimbursement:
 6. Routing:
Erika Gomez Created/Initiated - 3/20/2024
 7. Staff's Recommendation: Staff recommends approval as conditions set forth.
 8. City Attorney: Approve. IJT
 9. MPU General Manager: Approved - MAV
 10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A Vega, P.E., General Manager
THRU: Carlos Gonzalez, P.E., Utility Engineer
FROM: Erika Gomez, E.I.T., Assistant Utility Engineer
DATE: March 4th, 2024
SUBJECT: **Consideration and Approval of New Elevated Water Tank Use Agreement at Trade Zone Water Tower.**

The Drug Enforcement Administration Agency (DEA) would like to enter into a Water Tower Lease Agreement to install antennas for their telecommunication use. The agreement consists of a five (5) year term with an initial annual rent at a base of \$32,037.80 and annual escalation fee of 5% with an option to exercise 2 additional renewals at the end of the first term.

The City of McAllen's Legal Department has reviewed this agreement, and a copy is attached for further proceedings.

Staff will be available for further discussion/questions at the MPUB meeting.

WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT ("Agreement") is made and entered on _____, 2024 ("Commencement Date") between CITY OF MCALLEN, a home-rule municipality in Hidalgo County, Texas, with its principal offices located at 1300 Houston Ave., McAllen, Texas 78501, (hereinafter referred to as "CITY") acting by and through the McAllen Public Utility and the Drug Enforcement Administration (DEA), a government agency, with its principal office located at 600 Army Navy Drive, Arlington, Virginia 22202 (hereinafter referred to as "DEA") which are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." In consideration of the mutual covenants contained herein and intending to be legally bound, the Parties agree as follows:

1. PROPERTY

CITY hereby grants to DEA, for DEA's nonexclusive use, certain portions of real property and certain portions of CITY improvements (hereinafter referred to as "the Property" or "Water Tower") during the term of this Agreement. The Property to be used by DEA is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

2. USE

DEA shall use the Property only for the following specified purposes:

- 2.1 Antenna(s), dish(es) and/or grids as specified on Exhibit "A",
- 2.2 Mounting and grounding hardware as specified on Exhibit "A".
- 2.3 A concrete pad and a shelter containing telecommunications equipment consisting of a base station, wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories as shown on Exhibit "A". Transmission lines, if any, will be routed so as to minimize clutter and maximize safety. DEA may not add additional equipment and/or antennas from that shown on Exhibit "A" without the written approval of CITY.
- 2.4 CITY reserves the right to require DEA to relocate its facilities to another location on the Water Tower shown on Exhibit "A", provided such relocation does not adversely interfere with DEA's specific use and operation of its antenna facilities. DEA shall complete any relocation of its facilities within sixty (60) days after written notice from CITY. The relocation shall be at DEA's expense, unless the CITY's relocation requirements result from CITY's desire to enter into an Agreement for space on the Water Tower to nongovernmental third-party users. In that case, the third- party user shall be obligated to reimburse DEA the reasonable relocation costs of DEA.
- 2.5 This Agreement is not a franchise and is not a permit to use the rights-of-way.
- 2.6 DEA will advise CITY of any and all backhaul providers or other entities connecting in any way to DEA's equipment or facilities. In the event DEA fails to so advise CITY, DEA shall advise CITY thereof within thirty (30) days of any written request for such information from CITY.

3. TERM

The term of this Agreement will be for five (5) years beginning on the Commencement Date and will terminate at 11:59 p.m. on the date being five (5) years from the Commencement Date, unless sooner terminated as provided in this Agreement. DEA shall have the right and option to renew this Agreement under the same terms and conditions for two (2) additional five (5) year terms by notifying the

CITY no later than thirty (30) days prior to the termination of the initial term and no later than thirty (30) days prior to the termination of the first five (5) year renewal term. Should DEA desire to further extend or renew this Agreement, it shall notify CITY in writing of its desire to do so no later than ninety (90) days prior to the termination of the second five (5) year renewal term for review and consideration.

4. CONSIDERATION

4.1 Upon the Commencement Date, DEA shall pay CITY a fee in the amount of THIRTY-TWO THOUSAND THIRTY-SEVEN AND 80/100THS DOLLARS (\$32,037.80) for the initial year (hereinafter referred to as "Base Fee"). The Base Fee shall be paid in advance on or before the expiration of each calendar year anniversary date of the Commencement Date of this Agreement. Notwithstanding the foregoing, CITY and DEA acknowledge and agree that the initial Base Fee provided for in this Agreement may be sent by DEA within thirty (30) days after the date of execution by both parties.

4.2 For each additional antenna or other item installed by DEA beyond the initial array, DEA shall pay additional fees at rates to be negotiated by the Parties.

4.3 As additional consideration for this Agreement and to reimburse CITY for its reasonable costs and expenses, including administration costs and legal fees, DEA further agrees to pay CITY the sum of FIVE HUNDRED AND 00/100THS DOLLARS (\$500.00), as additional rent, which shall be due and payable ninety (90) days from the date of execution of this Agreement by the Parties and which shall be non-refundable.

4.4 The Base Fee shall be increased annually effective as of each calendar year anniversary date from the Commencement Date as follows:

Year	Base Fee with Escalation Included
1	\$32,037.80
2	\$33,639.70
3	\$35,321.70
4	\$37,087.80
5	\$38,942.20
	First Renewal Term
6	\$40,889.30
7	\$42,933.80
8	\$45,080.50
9	\$47,334.50
10	\$49,701.20
	Second Renewal Term
11	\$52,186.30
12	\$54,795.60
13	\$57,535.40
14	\$60,412.20
15	\$63,432.80

4.5 AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, DEA IS TAKING THE PROPERTY AND WATER TOWER IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION.

EXCEPT AS PROVIDED SPECIFICALLY IN THIS AGREEMENT: DEA HAS NOT RELIED ON ANY INFORMATION OTHER THAN DEA'S INSPECTION; CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE PROPERTY AND WATER TOWER OR ANY PORTION THEREOF, OR THEIR CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE, (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY AND WATER TOWER INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS, (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING, (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD, (E) DRAINAGE, (F) SOIL CONDITIONS, (G) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY AND WATER TOWER INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS, TELECOMMUNICATIONS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY, (I) ACCESS TO THE PROPERTY, AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE PROPERTY AND WATER TOWER, OR SUITABILITY OF THE PROPERTY AND WATER TOWER FOR DEA'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. CITY FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE WITH RESPECT TO THE PROPERTY AND WATER TOWER. DEA AFFIRMS THAT DEA HAS NOT RELIED ON CITY'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH PROPERTY OR WATER TOWER FOR ANY PARTICULAR PURPOSE AND THAT CITY MAKES NO WARRANTY THAT SUCH PROPERTY OR WATER TOWER IS FIT FOR ANY PARTICULAR PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF THE PROPERTY AND WATER TOWER FOR TRANSMISSION, RECEPTION OR OPERATION OF A COMMUNICATIONS SYSTEM OR PARTIAL SYSTEM OR FOR USES INCIDENTAL THERETO. THESE DISCLAIMERS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. STANDARDS

5.1 CITY grants permission to DEA for the nonexclusive use of the Property for the installation, operation, and maintenance of its radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto and incorporated for all purposes. DEA may replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Water Tower and may expand to a maximum of 9 equivalent antennae, but only with CITY's consent, such consent not to be unreasonably withheld or delayed

and only after CITY has obtained, at DEA's expense, a certified evaluation indicating that each additional antenna will not interfere with existing antennae or proposed antenna and the Water Tower can structurally support the additional antennae. Interference shall mean structural interference, signal interference, internal interference, electrical interference, RF problems or any other interference. Nothing shall interfere with the communication capabilities of CITY or other pre-existing users, if any. The certified evaluation shall comply with requirements as stated in Section 5.7 of this Agreement. Landscaping around DEA's, structures will be provided by DEA and maintained by DEA as reasonably directed by CITY.

5.2 DEA shall, at its expense, comply with all present and future federal, state, local laws, ordinances, rules and regulations including without limitation, laws and ordinances relating to health, radio frequency emissions, or other radiation and safety requirements in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Property. CITY, to the extent not inconsistent with CITY's obligations as a governmental entity to exercise regulatory authority, agrees to reasonably cooperate with DEA in obtaining, at DEA's expense (including CITY's reasonable attorney and administrative fees), any federal, state or local licenses and permits required for or substantially required by DEA's use of the Property.

5.3 DEA's facilities shall, at all times, be painted, at DEA's expense the same color as the Water Tower. Repainting of facilities in conjunction with Water Tower painting or repainting shall be accomplished by DEA.

5.4 DEA will maintain the Antenna Facilities in a sanitary, safe and clean condition. DEA also agrees to clean any areas on the Property if and when DEA's activity or use results in or creates the need for such cleaning. DEA further agrees and covenants that the Property and any and all improvements or removable property shall at all times be subject to inspection by CITY. However, CITY has no duty to inspect the Property during DEA's use of the Property.

5.5 DEA will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by DEA on the Property. If necessary, DEA will have a meter installed at the Property for DEA's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by DEA. DEA may install or improve existing utilities servicing the facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightening damage to the facility after approval of the appropriate CITY department.

5.6 DEA shall have the right, at its sole cost and expense, to install, operate and maintain on the Property, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities as described on Exhibit "A".

5.7 DEA's installation of all Antennae Facilities shall be done according to plans developed by an engineering firm that is knowledgeable in elevated water tank construction and who is approved by CITY, such approval not to be unreasonably withheld or delayed. The plans shall be scaled

in accordance with State of Texas requirements. Any damage done to the Property and/or the Water Tower or any other user's facilities during installation and/or during operations shall be repaired or replaced within five (5) days at DEA's expense and to CITY's sole satisfaction.

5.8 Prior to any new construction on the Property, DEA will provide plans depicting all construction to CITY. Within thirty (30) days after such construction, DEA shall provide CITY with as-built drawings of the Antennae Facilities and the improvements installed on the Property, which show the actual location of all equipment, transmission lines and improvements consistent with Exhibit "A". The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, Antennae Facilities and any other item on the Property.

5.9 DEA may update or replace the Antennae Facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Tower is satisfactory to CITY. DEA shall submit to CITY a detailed proposal, in accordance with Section 5.7 of this Agreement, for any such replacement facilities and any supplemental materials as may be requested, for CITY's evaluation and approval.

5.10 All transmitters shall be FCC type accepted for the intended application with proper shielding.

5.11 Double shielded, double braided or heliax type coaxial cable is required from radio equipment through isolators, band pass devices and duplexers, etc., to heliax transmission line. No. RG-8 type cable will be allowed.

5.12 Jacketed heliax transmission line is required. Unjacketed transmission line of any type is prohibited.

5.13 Radio equipment must be housed in metal cabinets and properly grounded. Rack mounted equipment will be allowed on a case-by-case basis subject to written approval of CITY.

5.14 DEA shall identify each transmitter with a copy of the FCC license, agreement number (if applicable), person's name, and telephone number responsible for the equipment maintenance, the receiver frequency, transmit/receive tone frequencies and transmit frequency and power.

5.15 If it shall become necessary for DEA to install any antennae or transmission line, CITY will reasonably specify type, installation procedures, and placement of equipment and devices.

5.16 Batteries will be installed and maintained in a manner reasonably prescribed by CITY. Battery type shall be reasonably approved by CITY.

5.17 Storage of any standby or emergency equipment or items will be with written approval of CITY. DEA will be fully responsible for loss or damage.

5.18 All waste material or surplus equipment, etc., shall be hauled away from the site.

5.19 All gates, doors and any security devices shall not be left in an open state and unattended, unless directed by CITY.

6. MAINTENANCE

6.1 DEA shall, at its own expense, maintain any equipment on or attached to the Property in a safe condition, in good repair and in a manner suitable to CITY so as not to conflict with the use of the

Water Tower by CITY or other entities, if any. DEA shall not unreasonably interfere with the use of the Water Tower, the Property, related facilities or other equipment or other users. DEA shall provide a maintenance schedule, which provides at a minimum, review of equipment quarterly along with a list of maintenance schedule items. After any severe weather condition all equipment shall be checked by DEA.

6.2 DEA shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae Facilities, and shall keep the same in good repair and condition during the term of this Use Agreement.

6.3 DEA shall keep the Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

6.4 In the event CITY or any other tenant undertakes painting or other alterations on the Water Tower, DEA shall take reasonable measures at DEA's cost to cover DEA's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting or alterations process. DEA shall be responsible for any additional cost incurred by CITY as a result of special equipment or additional work due to the antennae system.

7. COMPLIANCE WITH STATUTES, REGULATIONS, AND APPROVALS

DEA's use of the Property is contingent upon its obtaining and maintaining all licenses, certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. DEA shall erect, maintain and operate its Antennae Facilities in accordance with site standards, state statutes, ordinance, rules and regulations now in effect or that thereafter may be issued by the Federal Communications Commission or any other governing bodies.

8. INTERFERENCE

8.1 DEA's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with CITY's Water Tower operations or related repair and maintenance activities or with activities of other users. DEA agrees to cease all action, which interfere with CITY's use of the Water Tower immediately upon notice or such interference. CITY, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Property in connection with Water Tower operations as may be necessary, including making parts of the Water Tower available to other parties.

8.2 Before approving the placement of Antennae Facilities, CITY may obtain, at DEA's expense, an interference study indicating whether DEA's intended use will interfere with any existing communications facilities on the Water Tower and an engineering study indicating whether the Water Tower is able to structurally support the DEA's Antennae Facilities without prejudice to the CITY's primary use of the Water Tower.

8.3 CITY does not guarantee to DEA subsequent noninterference with DEA's transmission or reception operations. Notwithstanding any language to the contrary a governmental unit may be allowed to place antennae or other communications facilities on the Water Tower regardless of potential or actual interference with DEA's use, provided however, that if the operations of such governmental unit, office or agency interferes with DEA's operations of its Antenna Facilities, DEA may terminate this Agreement upon thirty (30) days prior written notice to CITY, without further obligation hereunder.

8.4 DEA's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Water Tower which preexist DEA's facilities. If DEA's facilities cause interference, DEA shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, DEA shall immediately cease operating its facilities until the interference has been eliminated.

8.5 If radio interference occurs, additional protection devices may be required. The need for additional filtering equipment will be determined on a case-by-case basis, and the cost of any additional devices that may be required shall be borne by DEA. CITY reserves the right to require any electronic devices necessary for elimination of system interference. DEA may secure these devices in cases where interference is caused to DEA.

8.6 CITY shall require that all subsequent users of the Water Tower enter into agreements containing interference language and requirements substantially similar to that contained in Section 8 hereof.

9. DEFAULT OR BREACH; CITY'S REMEDIES

9.1 DEA's liability for any payment not paid when due shall be subject to the applicable provisions of the Prompt Payment Act (5 C.F.R. Part 1315).

9.2 It shall be a default and material breach of the Agreement if:

- (a) DEA fails to pay any sums to CITY when due, and does not cure such default within twenty (20) days after written notice from CITY; or
- (b) DEA fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from CITY specifying the default complained of; or
- (c) DEA abandons or vacates the Property or Water Tower; or
- (d) DEA is adjudicated as bankrupt or insolvent by a court of competent jurisdiction; becomes insolvent or reasonably believes itself to be insolvent; makes any assignment for the benefit of creditors; dissolution, loss of charter, or the right to transact business in the state, unless such is unconditionally restored within thirty (30) days; having an appointment of a trustee or receiver of its assets or any substantial part thereof, unless such is unconditionally restored to DEA within thirty (30) days and the trusteeship or receivership is dissolved; or filing of a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation; or
- (e) DEA fails to operate the Antennae Facilities for a period of sixty (60) days; or
- (f) DEA attempts to assign or transfer this Agreement in whole or in part, or any interest in this Agreement or the Antennae Facilities or any rights under this Agreement,

other than to DEA's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of DEA's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the prior written approval of CITY, which approval shall not be unreasonably withheld.

10. TAXES

10.1 CITY shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of the CITY, including any such taxes that may be calculated by the taxing authority using any method, including the income method. DEA shall be responsible for any taxes and assessments attributable to and levied upon DEA's leasehold improvements on the Property including the Antenna Facilities as set forth in this Section 10. DEA's responsibility for taxes under this Section 10 shall be limited to any taxes that are attributable to the value of DEA's leasehold improvements. Nothing herein shall require DEA to pay any inheritance, franchise, income, payroll, excise, privilege, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon CITY.

10.2 In the event CITY receives a notice of assessment with respect to which taxes or assessments are imposed on DEA's leasehold improvements on the Property, CITY shall provide DEA with copies of each such notice immediately upon receipt. For any tax amount for which DEA is responsible under this Agreement, DEA shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as DEA may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of the DEA. Upon request and where deemed appropriate by DEA, CITY shall assign to DEA all of CITY's right, title and interest in and to any protest right or refund claim for taxes for which DEA is responsible under this Section

10. The expense of any proceedings described in this Section 10.2 shall be borne by DEA and any refunds or rebates secured as a result of DEA's action shall belong to DEA, to the extent the amounts were originally paid or borne by DEA.

10.3 DEA shall have the right but not the obligation to pay any taxes due by CITY hereunder if CITY fails to timely do so, in addition to any other rights or remedies of DEA. In the event that DEA exercises its rights under this Section 10.3 due to such CITY default, DEA shall have the right to deduct such tax amounts paid from any monies due to CITY from DEA.

10.4 Any tax-related notices shall be sent to DEA in the manner set forth in the Agreement.

11. INSURANCE

11.1 Required Insurance of DEA

(a) As an agency of the U.S. Government, DEA is a self-insurer of its activities. Any liability, cost, or expense arising from, based upon, or in connection with this Agreement, including but not limited to liability, costs or expenses caused by the negligence, fraud, acts or omissions of DEA, will be resolved in accordance with the Federal Tort Claims Act (FTCA), found

at Title 28, United States Code, Part IV, Chapter 171, which is unlimited in scope. The parties shall fully cooperate in the defense of any claim, demand, lawsuit, or the like.

12. ASSIGNMENT

Notwithstanding any language to the contrary contained herein, DEA shall have the right and privilege to assign its interests hereunder to any other Federal government entity upon the prior written approval of CITY, which approval shall not be unreasonably withheld.

13. ACCESS TO PROPERTY

CITY grants to DEA, for use by DEA, its employees, agents, contractors and by utility companies, a non-exclusive easement and license over, under or upon the Property on a twenty-four (24) hour daily basis, upon notice to CITY unless an emergency situation exists, for ingress and egress to and from the Property and the Antenna Facilities and the installation, operation and maintenance of necessary utilities for the Antenna Facilities, inclusive of adjoining property owned or leased by the CITY.

14. FEASIBILITY TERMINATION

14.1 Notwithstanding any language to the contrary contained herein, DEA and CITY shall have the right to terminate this Agreement at any time upon one (1) year prior written notice to the other party, without further obligation hereunder.

14.2 DEA may terminate this Agreement upon prior written notice to CITY within One hundred twenty (120) days of full execution hereof in the event that DEA determines, in its sole discretion, that the title, environmental or geotechnical studies prove unsatisfactory, or for any other reason it determines that the operation, installation or construction of the Antenna Facilities is inappropriate or not feasible for DEA's purpose.

14.3 DEA may terminate this Agreement upon prior written notice to CITY if any permit, approval or authorization required for the operation of the Antenna Facilities, is not obtained or is revoked, suspended or modified at any time during the term or extended term of this Agreement.

15. ENVIRONMENTAL PROTECTION

DEA shall not use or permit the use of the Property for any purpose that may be in violation of any environmental laws or regulations, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. DEA shall not dispose of or release any hazardous substance or solid waste on or to the Property and will take commercially reasonable steps to ensure that no such hazardous substance or solid waste will be discharged onto the Property during the term of the Agreement. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the terms "solid waste" and "disposal (or dispose)" shall have the

meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. DEA shall indemnify and hold CITY harmless from all costs of any environmental remediation resulting from DEA'S use of the Property under this Agreement.

16. INDEMNIFICATION

To the fullest extent permitted by law, DEA shall indemnify and hold harmless CITY, its officers, directors, employees, agents, affiliates and subsidiaries, from and against any and all claims arising from DEA use of the Site, the site or property, the easement, the Property, or the conduct of its business or from any activity, work or thing done, permitted or suffered by DEA in or about the Site or the Property, which results from negligent acts or omissions by DEA personnel to the extent that DEA would be liable for such negligent acts or omissions under the Federal Tort Claims Act 28 U.S.C. 2391 et seq.

17. LIMITATION OF LIABILITY

17.1 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL CITY BE LIABLE TO DEA FOR ANY INCIDENTAL, LIQUIDATED, PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, TREBLED, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, DIMINUTION IN VALUE OF BUSINESS, LOSS OF TECHNOLOGY, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SERVICE, LOSS OF REVENUE, OR ANTICIPATED PROFITS, WHETHER ARISING IN TORT, CONTRACT, UNDER ANY STATUTE, COMMON LAW, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS UNDER THIS SECTION IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF REPRESENTATION, TORT, OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE OR BREACH BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. THE FOREGOING LIMITATION OF LIABILITY AND WAIVER OF DAMAGES SHALL NOT AFFECT

DEA'S PAYMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

17.2 THE DEA ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THE AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE PROPERTY AND WATER TOWER. THE LIMITATIONS AND DISCLAIMERS RELATED TO WARRANTIES AND LIABILITY CONTAINED IN THIS AGREEMENT ARE INTENDED TO LIMIT THE CIRCUMSTANCES AND EXTENT OF LIABILITY BY CITY. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

17.3 DEA KNOWS, UNDERSTANDS, AND ACKNOWLEDGES THE RISKS AND HAZARDS ASSOCIATED WITH USING THE PROPERTY AND THE WATER TOWER AND HEREBY ASSUMES ANY AND ALL RISKS AND HAZARDS ASSOCIATED THEREWITH. DEA EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL CLAIMS AGAINST CITY AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FOR ANY BODILY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY DAMAGE INCURRED BY THE DEA, AGENTS, LICENSEES, SUBLESSEES, ASSIGNEES, AND INVITEES AS A RESULT OF THIS AGREEMENT OR USE OF THE PROPERTY AND WATER TOWER AND HEREBY EXPRESSLY AND IRREVOCABLY RELEASES AND DISCHARGES CITY AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS OF LIABILITY.

18. SOVEREIGN/GOVERNMENTAL IMMUNITY

Except as otherwise provided by applicable state or Federal law, the execution of the Agreement by the parties and any other conduct, action, or inaction by the parties, elected officials, officers, employees, agents, or of any representative relating to the Agreement shall not constitute or be deemed a waiver of sovereign or governmental immunity by either party.

19. LIMITATIONS

As government entities, the parties are subject to constitutional and statutory limitations on their ability to enter into certain contractual terms and conditions, including but not limited to: those related to indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations of other parties' liability; earnest money/deposits; confidentiality provisions; liens; liquidated damages; waivers, disclaimers, and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Agreement (collectively, "Limitations"). The terms and conditions relating to the Limitations will be binding on the parties to the extent permitted by the constitution, laws, and regulations of the respective parties.

20. RELATIONSHIP OF PARTIES

Nothing contained in this Amendment shall be interpreted or construed as creating a partnership, joint venture, or fiduciary relationship of principal and agent between the Parties; it being understood that the sole relationship created is one of landlord and tenant. It is understood and agreed that the Parties shall not have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

21. NO WAIVER

No waiver of any term, condition, or provision shall be valid unless it is in writing and signed by all Parties. CITY'S failure to complain of any act or omission, no matter how long the same may continue, or to insist upon or enforce strict performance of any term, condition, provision, representation, warranty, covenant or any other right or provision or to exercise any rights or remedies under this Agreement shall not be construed or deemed as a waiver or relinquishment to any extent of CITY'S right to assert or rely

upon any such term, condition, provision, representation, warranty, covenant, rights, or remedies in that or any other instance; rather, the same will be and shall remain in full force and effect. If any action by DEA requires the CITY'S consent or approval, the CITY'S consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action by DEA on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. CITY'S exercise of any of its rights or remedies under this Agreement shall be without prejudice to its other rights and remedies under the Agreement or otherwise permitted under law.

22. AMBIGUITIES

It is understood and agreed by the Parties that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and exhibits. Rather, the terms of this Agreement shall be interpreted to its fair meaning and not strictly in favor or against either party.

23. ENTIRE AGREEMENT; SEVERABILITY; BINDING EFFECT

This Agreement and the exhibits attached hereto constitute the sole, entire, and only agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged herein and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this Agreement. There are no warranties, representations, covenants, or agreements, express or implied, between the Parties except those expressly set forth in this Agreement.

This Agreement may not be amended or changed except by written instrument signed by the Parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Agreement. The invalidity of any portion of this Agreement shall not have any effect on the balance thereof. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of CITY and DEA.

24. GOVERNING LAW; VENUE

To the extent not inconsistent with federal law, this Agreement shall be construed, interpreted and governed in accordance with the law of the state of Texas before any Federal court of competent jurisdiction.

25. NOTICES

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt request, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to DEA:

If to CITY:

City of McAllen Public Utilities
Attn: General Manager
PO Box 220
McAllen, TX 78505-0220

Either party may change the place for giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**26. ACKNOWLEDGMENT RELATED TO APPLICABILITY
OF THE 2014 FCC INFRASTRUCTURE ORDER**

The DEA acknowledges that any and all FCC orders, including the 2014 Infrastructure Order, 29 FCC Rcd 12865 (2014), shall only apply to the CITY to the extent said order(s) preempts existing CITY procedures and to the extent the 2014 Infrastructure Order is effective as federal law. In addition to the provisions of this Agreement, DEA agrees to comply with all provisions under McAllen Code of Ordinance, including but not limited to Sections 138-1; 138-1A; and 138-1B.

27. AUTHORIZED SIGNATORIES AND PARTIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. The Parties each represent and warrant to the other that the execution and delivery of the Amendment and the performance of such party's obligations have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms and conditions.

IN WITNESS WHEREOF, CITY and DEA have caused this Agreement to be executed by their authorized officers effective as of the Commencement Date first written above.

CITY of McALLEN

DEA

By: _____
Marco Vega, P.E. General Manager
McAllen Public Utility

By: _____

Approved as to form:

Evaristo Garcia, Jr.
Assistant City Attorney

EXHIBIT “A”

(See attached specifications and drawings)

DEA-DTC

CO-LOCATION ONTO EXISTING TELECOMMUNICATIONS FACILITY

6401 S 33RD ST MCALLEN, TX 78503 (HIDALGO COUNTY)



AGENDA ITEM

4.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

03/20/2024

MEETING DATE

3/26/2024

1. Agenda Item: Consideration and Approval of McAllen Near Shoring Industrial Subdivision

**2. Party Making Request:
Erika Gomez, Developmental Activities**

3. Nature of Request: Request of MPUB approval for proposed subdivision and request for participation.

4. Budgeted:

**Bid Amount: _____
Under Budget: _____**

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

5. Reimbursement:

**6. Routing:
Erika Gomez Created/Initiated - 3/20/2024**

7. Staff's Recommendation: Staff recommends approval of subdivision and recommends rejecting request for participation.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

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

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

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

DATE: March 18th, 2024

SUBJECT: McAllen Near Shoring Industrial Park Subdivision; Consideration & Approval of Subdivision

This property consists of 117.2 acres, and it is located on the southwest corner of Idela street and Ware Rd. It is located within the McAllen City Limits and is being proposed as I-2, Industrial use.

The subdivision application was originally filed with the City on April 17th, 2023, and received preliminary P&Z approval on May 2nd, 2023. The information required from the developer's engineer for this agenda was received on March 15th, 2024.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 12-inch waterline along Ware Rd and extend a 12-inch waterline to and thru the property. The applicant is also proposing to extend an 8" waterline along the north perimeter of the property and between the internal lots as well to connect to an existing 8-inch waterline south of the proposed property to close the water loop. The applicant is proposing (24) fire hydrants for fire protection and a single service to each lot for a total of (15) water services.
2. **Sewer Service:** Applicant is proposing to connect to a receiving manhole of a lift station located along Idela Ave. and extend an 8-inch sewer line throughout the property to serve this development. A 6-inch service to each lot will be installed to serve this property.
3. The developer is requesting water participation for the difference in cost from an 8-inch waterline to a 12-inch waterline that they will be installing as part of the on-site improvements. Based on the engineer's estimate; this difference totals \$176,024. Attached is a copy of developer's request, copy of the ordinance and subdivision guide.

Staff recommends rejection of developer's request for participation due to waterline improvements being on-site. Should MPU Board decides to approve participation request; a competitive bid should be submitted and approved by MPU staff, and a budget amendment will be required to cover the participation cost of this subdivision.

Staff recommends MPUB approval of subdivision application subject to the following: 1.) Dedication of a minimum of 10ft. utility easement along the perimeter of the property and/or ROW for future public Utility improvements; 2) dedication of a Utility easement for the 21-inch sewerline and future alignment on the north side of the property along Idela Ave. 3.) Individual water and sewer services for each unit be installed, 4) Reject request for participation for 12-inch onsite waterline improvements.

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



UTILITY NARRATIVE

McALLEN NEAR-SHORING INDUSTRIAL PARK SUBDIVISION

CITY OF MCALLEN

McAllen Near-Shoring Industrial Park Subdivision is a proposed 15 Industrial lots subdivision located within the City of McAllen. Being a 117.72 acre tract of land, situated in Jose de la Cerda Survey, Abstract 29, Porcion 61, Hidalgo County, Texas, and Being All of Lot 6 and Lot 7 and being part of Lot 5 and East Half of lot 8, Block 3, Rio Bravo Plantation Company's Subdivision, as recorded in Volume "W", Page 197, of the Deed Records, Hidalgo County, Texas.

WATER AND FIRE PROTECTION

A review of the City's Utility Map for this area shows that these lands are located within the CCN of the City of McAllen. There is one existing waterline, a 8-inch running on the South Idea Public Schools -South McAllen Subdivision. This waterline is owned by McAllen Public Utility.

The developer is proposing to connect into the 8-inch water line for potable water service, with a 12-inch & 8-inch waterline that will run along the proposed layout of the subdivision.

There are 2 existing fire hydrants within the premises of the project, which are going to be removed and dispose from their existing location. The developer is proposing to install 24 fire hydrants which will be spread on the proposed layout of the subdivision.

Regarding the water services, we are proposing to have one service per industrial lot, in order to have 15 water services in total.

SANITARY SEWER:

A review of the City's Utility Map shows that there is an existing lift station at the north side of the property, also there is an existing 21-inch sewer line running on the east line of the property.

The developer is proposing a Sewer System that will connect to the receiving manhole of said lift station.

Each industrial lot will have a 6-inch sewer service.

South Texas Infrastructure Group
900 S. Stewart, Suite 13
Mission, Texas 78572
Ph: (956) 424-3335
Fax: (956) 424-3132



Mark Vega
McAllen PUB.
1300 Houston Ave.
McAllen, TX 78501

Subject: McAllen Nearshoring Industrial Park water system.

I hope this letter finds you well. We are thrilled to be working with you and the City on The McAllen Nearshoring Industrial Park, and we thank you for the opportunity to discuss financial help to offset the additional costs incurred by installing a 12" waterline to aid the infrastructure needed for surrounding developments and the overall City's infrastructure capacity.

We are ready and thrilled to start this project since it will be our biggest project. It is proposed to accommodate up to 1,500,000 square feet of AAA warehousing facilities once all phases are completed, with a total estimated capital investment of **\$120,000,000**. We couldn't be prouder that it is happening in our beautiful City of McAllen, and we are hopeful for more projects like this to come in the future.

As previously discussed, we have been able to adjust our proposed water system to accommodate the need for more infrastructure for surrounding developments with a 12" waterline system, which we agree with the City is a better option for all stakeholders; the problem is how to pay for the increased development costs of \$212,500 (Engineering estimates attached)

We respectfully request McAllen PUB's consideration of an agreement to cover the difference in increased development costs to upgrade the proposed waterline. We believe such an agreement will level up the playfield when competing with adjacent cities in the Rio Grande Valley and thus enable us to remain competitive in the market while adhering to the higher city standards.

We hope you will find this petition acceptable. If any questions arise, do not hesitate to contact us.

Sincerely,

Joaquin Spamer
President
140 Ware Road, LLC

SOUTH TEXAS INFRASTRUCTURE GROUP

FIRM REG. No. F-15000

CIVIL ENGINEERING

PHONE; (956) 424-3335 FAX: (956) 583-7116

DATE PREPARED: 01/11/2024		SHEET 1 OF 2	
PROJECT: McALLEN NEAR SHORING INDUSTRIAL PARK		PROJECT STATUS ☒ NO DESIGN COMPLETE ☐ PRELIMINARY DESIGN ☐ FINAL DESIGN	
LOCATION: WARE RD, MCALLEN TX			
CLIENT: JOAQUIN SPAMER			
DESCRIPTION: ENGINEER'S ESTIMATE			
BY VICTOS TREVINO, P.E.			
ITEM	DESCRIPTION	TOTAL	
1	8 IN WATER DISTRIBUTION SYSTEM	\$722,854.00	
2	12 IN WATER DISTRIBUTION SYSTEM	\$898,878.00	
	DIFFERENCE	\$176,024.00	

Notes: This is an Engineer's Opinion of probable cost of construction and fees.
These costs are subject to change when further design is completed.
Rollback Taxes and Easement Acquisition Fees are not part of this estimate.

SOUTH TEXAS INFRASTRUCTURE GROUP

FIRM REG. No. F-15000

CIVIL ENGINEERING

PHONE: (956) 424-3335 FAX: (956) 583-7116

DATE PREPARED: 01/11/2023

SHEET 2 OF 2

PROJECT: McALLEN NEAR SHORING INDUSTRIAL PARK

LOCATION: WARE RD, MCALLEN TX

CLIENT: JOAQUIN SPAMER

DESCRIPTION: ENGINEER'S ESTIMATE

BY VICTOS TREVINO, P.E.

PROJECT STATUS

☒ NO DESIGN COMPLETE

☐ PRELIMINARY DESIGN

☐ FINAL DESIGN

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	WATER DISTRIBUTION SYSTEM (8 IN)				
	2 IN SINGLE LONG SERVICE CONN	EA	9	\$2,500.00	\$22,500.00
	2 IN SINGLE SHORT SERVICE CONN	EA	6	\$2,500.00	\$15,000.00
	8 IN PVC C-900 (DR 18)	LF	10133	\$37.00	\$374,921.00
	8 IN 22.5° ELBOW	EA	8	\$750.00	\$6,000.00
	8 IN 45° ELBOW	EA	7	\$750.00	\$5,250.00
	8 IN 90° ELBOW	EA	6	\$858.00	\$5,148.00
	CONNECTION TO EXISTING WATERLINE	EA	2	\$3,750.00	\$7,500.00
	FIRE HYDRANT ASSEMBLY	EA	23	\$7,200.00	\$165,600.00
	8 IN TEE	EA	5	\$1,250.00	\$6,250.00
	2 IN FLUSH VALVE	EA	1	\$1,820.00	\$1,820.00
	8" GATE VALVE AND BOX ASSEMBLY	EA	7	\$2,450.00	\$17,150.00
	16" STEEL CASING	LF	709	\$135.00	\$95,715.00
	SUBTOTAL:				\$722,854.00
1	WATER DISTRIBUTION SYSTEM (12 IN)				
	2 IN SINGLE LONG SERVICE CONN	EA	9	\$2,500.00	\$22,500.00
	2 IN SINGLE SHORT SERVICE CONN	EA	6	\$2,500.00	\$15,000.00
	8 IN PVC C-900 (DR 18)	LF	7368	\$37.00	\$272,616.00
	12 IN PVC C-900 (DR 18)	LF	2765	\$80.00	\$221,200.00
	12 IN 22.5° ELBOW	EA	8	\$1,590.00	\$12,720.00
	8 IN 45° ELBOW	EA	7	\$750.00	\$5,250.00
	8 IN 90° ELBOW	EA	6	\$858.00	\$5,148.00
	CONNECTION TO EXISTING WATERLINE	EA	2	\$3,750.00	\$7,500.00
	FIRE HYDRANT ASSEMBLY	EA	23	\$7,200.00	\$165,600.00
	8 IN TEE	EA	1	\$1,250.00	\$1,250.00
	8X12 IN TEE	EA	4	\$1,850.00	\$7,400.00
	2 IN FLUSH VALVE	EA	1	\$1,820.00	\$1,820.00
	8" GATE VALVE AND BOX ASSEMBLY	EA	4	\$2,450.00	\$9,800.00
	12" GATE VALVE AND BOX ASSEMBLY	EA	3	\$5,635.00	\$16,905.00
	16" STEEL CASING	LF	267	\$135.00	\$36,045.00
	20" STEEL CASING	LF	442	\$222.00	\$98,124.00
	SUBTOTAL:				\$898,878.00



GUIDE FOR MPU SUBDIVISION PROCESS

Summarized below are the minimum requirements that shall be included on a set of subdivision plans submitted for review to the City of McAllen Public Utility Department.

Section 1 GENERAL SUBDIVISION PROCESS

1. Property owner contacts Planning Department.
2. Property owner engages a certified engineer registered public surveyor and to prepare a plat.
3. Engineer files an application with the City for proposed subdivision.
4. Engineer submits a utility layout and an Engineer's narrative of how subdivision is to be served.
5. City departments (planning, engineering, utilities, traffic and fire) review proposed subdivision and utilities layout.
6. Planning and Zoning Commission approves subdivision in ~~proposed~~ **preliminary** form.
7. ~~McAllen City Commission or~~ Engineering Department approves drainage plan.
8. McAllen Public Utilities Board approves water and sanitary sewer service.
9. Engineer submits corrections/changes for ~~preliminary~~/final plat and construction plans to Planning Department.
10. City departments review plat and construction plans.
11. Planning and Zoning Commission approves ~~preliminary~~/final plat. ~~Final plat shall be drawn at a scale of 100 feet to one inch (Ordinance 134-61 (b)).~~
12. ~~Planning and Zoning Commission submits final plat to Board of Commissioners for approval.~~
13. After the city departments approve final construction plans and Planning and Zoning Commission approves final plat, City Engineer's Department will setup a pre-

construction meeting. Notice to Proceed may be issued after the pre-construction meeting.

14. Property owner constructs improvements as **approved** with inspection and acceptance by the City or submits letter of credit guaranteeing construction of improvements.
15. Planning submits plat to County Clerk for recording if subdivisions are located within the City limits. For subdivisions located outside the City limits the Planning Department submits plat to the County Planning Department for processing, approval by County Board of Commissioners and recording.

Section 2 REQUIREMENTS FOR UTILITY BOARD APPROVAL

- 2.1 Prior to submittal of subdivision for Utility Board Approval process
 - a. 11 x 17 subdivision plat to a scale that all details are legible.
 - b. 11 x 17 utility layout to a scale that all details are legible.
 - c. Narrative of how subdivision is to be served, signed, and sealed by Engineer.
 - d. Variance request, if applicable.
 - e. Submit three sets of preliminary plans.

~~Engineer shall submit these items on the day of Subdivision Review Meetings (second and fourth Monday's of each month unless rescheduled by Planning Department). If the items are not submitted, subdivision cannot be placed on agenda of the next regular meeting. Engineer shall submit these items with application. Subdivision will be placed on next regular scheduled MPU meeting after preliminary approval.~~

- 2.2 f. Engineer shall submit a wavier of reimbursement or preliminary reimbursement estimating cost of Utilities Improvements.

2.23 Reimbursement agreements see Section 3 Reimbursements.

2.34 If applicable Engineer shall request variance from Utility Board.

2.45 Engineer shall submit copies of the applications for construction in State right-of-ways and other existing easements at the pre-construction meeting.

- 2.56 Utility plans shall contain:
 - a. Subdivision name
 - b. Developer's name, address, phone number and fax number
 - c. Engineer's name, address, phone number and fax number
 - d. Easements to McAllen Public Utility for water and sanitary sewer
 - e. Preliminary construction plans shall have Engineer's **invoice statement** as required by the Texas Engineering Practice Act Section 131.166 (i).
 - f. Final construction plans shall have Engineer's seal and McAllen Public Utilities **APPROVED FOR CONSTRUCTION** stamp.
 - g. The City of McAllen standard notes for general items, water, sanitary sewer, fire protection plus any additional notes applicable to the proposed subdivision must be noted on construction plans.

2.7 2.6 DESIGN REQUIREMENTS

WATER

- i. Minimum 8-inch diameter water line.
- ii. Follow the Water Master Plan 1996-2026 dated December 1997.
- iii. Utilize City of McAllen Standard Construction Details for water and include on construction plans.
- iv. Provide one full section of pipe at end of line after valve.
- v. Fire hydrant spacing 600-feet for residential and 300-feet for multi-family, commercial, industrial and educational facility.
- vi. Loop water lines with two sources. If water line is less than 8-inches in diameter, Engineer shall submit pressure model for fire hydrants (friction loss $c = 120$ for PVC).
- vii. Public Utility Board policy may participate in over sizing of water lines over 12-inches in diameter.
- viii. As-Built shall be provided by Engineer on hard copy (**Mylar** plans) and AutoCAD format.
- ix. Water lines shall be (DR-18 C900) unless otherwise approved by staff.

SANITARY SEWER

- i. Minimum 8-inch diameter sanitary sewer line.
- ii. Follow the **McAllen Wastewater Master Plan Phase 2 dated April 1998 and Development of a Supplement to the Wastewater Collection System Master Plan dated July 26, 2002.**
- iii. Follow City of McAllen Standard Construction Details for sanitary sewer and include on construction plans.
- iv. Engineer shall provide plan and profile of sanitary sewer line in construction plans:
 - a. Show flow direction of sanitary sewer line
 - b. Show diameter **and dimension ration (ex. SDR 26)**
 - c. Show grade (percent) of sanitary sewer line

- v. Sanitary sewer manholes spacing of 350-feet.
- vi. Public Utility Board policy ~~is no~~ **does not allow** grinder pump stations.
- vii. Engineer shall provide design for lift station **when applicable**:
 - a. Pump curves
 - b. Calculations for pumps, wet well, force main, etc....
 - c. Determine service area for lift station
 - d. Detail construction plans for lift station
- viii. Sewer lines shall be (SDR-26) unless otherwise approved by staff.

Section 3 REIMBURSEMENTS

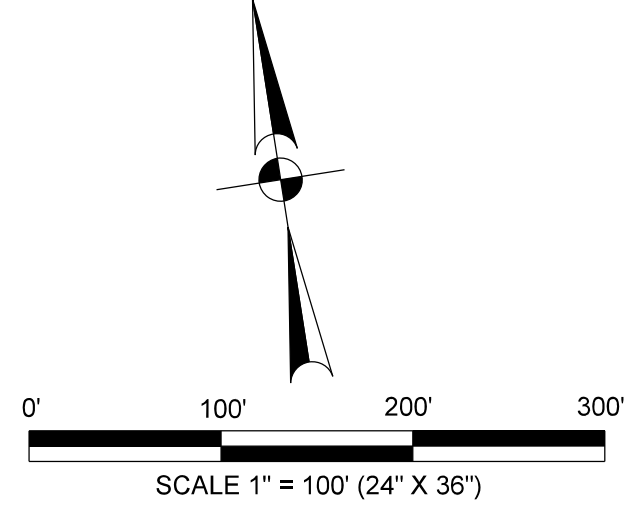
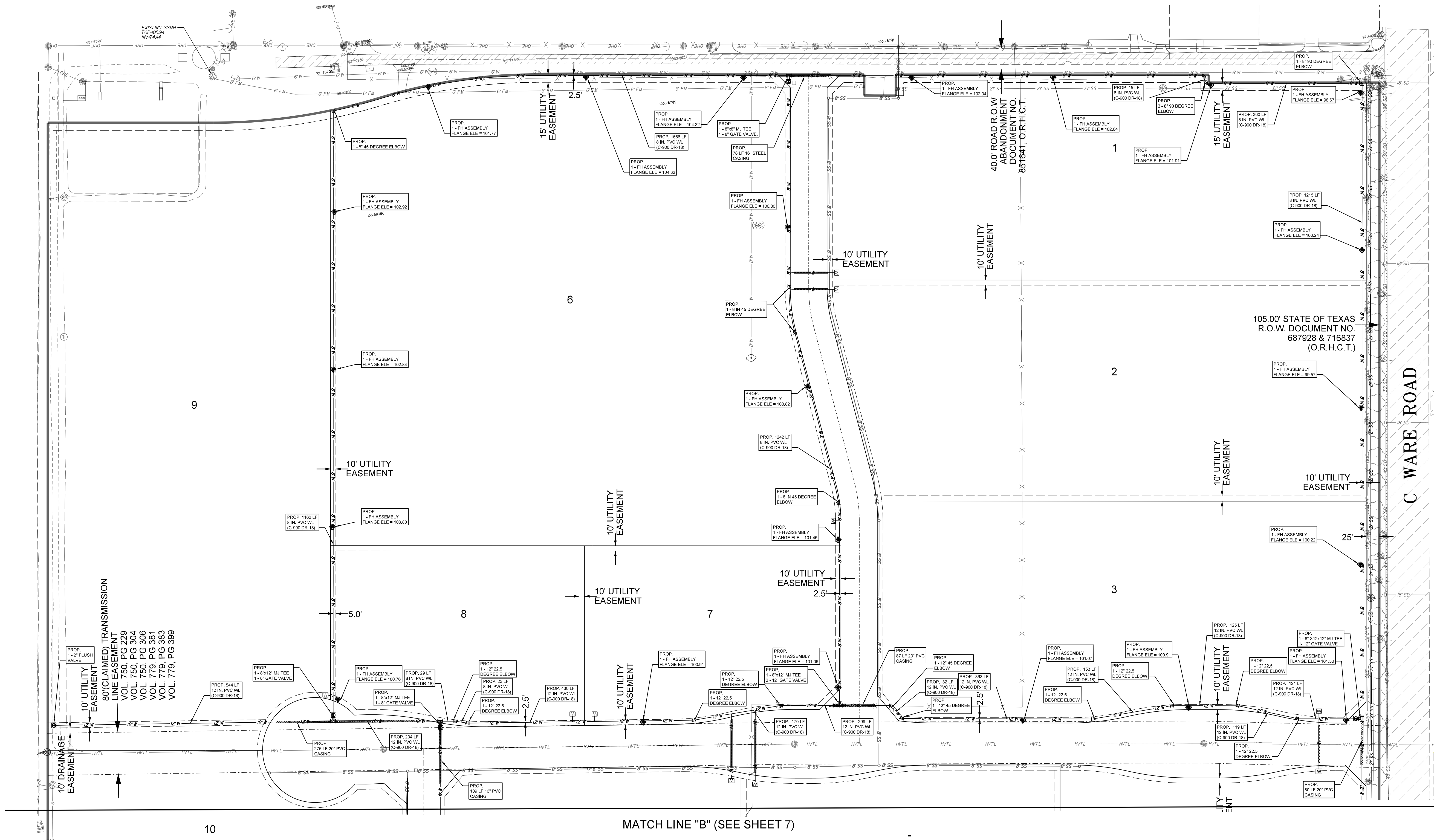
1. In order for Developer to receive construction reimbursements, Engineer shall provide Reimbursement Agreement. Reimbursement Agreement shall contain
 - a. Name of Developer
 - b. Name of engineering firm that prepared the subdivision
 - c. Name of subdivision
 - d. Total cost of Utilities Improvements
 - e. Detail calculations of pro rata share as outlined in Reimbursement Agreement
 - f. Service area map for water and sanitary sewer (at a scale that all details are legible)
 - g. Reimbursement Agreement signed by property owner and Engineer
2. Subdivision may be subject to reimbursements for Sharyland Water Supply Corporation (SWSC) buyout. If so the subdivision shall be required to pay SWSC water rates.

Sec. 134-88. - Responsibility for payment of utility lines and other improvements.

If water and sewer installations necessary to provide adequate and appropriate services to subdivisions developed under the terms of this chapter (or to subdivisions or additions, or any part thereof, platted and approved pursuant to October 15, 1973, or the effective date of any former ordinance which had not been made on October 15, 1973) have not been made, they shall be constructed by or under the direction and supervision of the city. Prior to the beginning of any such utility construction, the subdivider shall deposit with the city treasurer the cost of such construction which shall be as follows:

- (1) All deposits shall be paid in cash, and shall be paid into such special or general fund as the board of commissioners may from time to time determine. Such payments shall not be considered as a trust fund, but rather as a contribution to construction of the city's utility systems.
- (2) Upon completion of the system and acceptance by the city, the installation becomes the property of the public utility of the city to operate and maintain.
- (3) The subdivider's contribution for water line extensions to the subject subdivision shall be an amount equal to the installed cost, including all labor, excavation, trenching, engineering and material, fire hydrants, valves, fittings and other appurtenances necessary to furnishing water or water service to the subdivision; provided however, that if any part of a water line is required to be larger than necessary to serve the subdivision in order to provide the service deemed necessary by the board of commissioners or public utility board within the subdivision or elsewhere in the city water system, the public utility board may, but is not required to, pay for the pipe in excess of the size required as soon as funds can be made available or be appropriated.
- (4) The subdivider's contribution to sewer line extensions to the subject subdivision shall be an amount equal to the installed cost, including all labor, excavation, trenching, engineering and material, lift stations, manholes, and other appurtenances necessary for furnishing sewer or sewer service to the subdivision; provided however, that if any part of a sewer line is required to be larger than necessary to serve the subdivision in order to provide the service deemed necessary by the board of commissioners or public utility board within the subdivision or elsewhere in the city sewer system, the public utility board may, but is not required to, pay for the pipe in excess of the size required by the developer as soon as funds can be made available or be appropriated.
- (5) Streets: The city may pay, provided funds are available, for street right-of-way in excess of 60-foot width and for street paving width in excess of 40 feet, except where such extra widths are in commercial or industrial developments or where they are not required by the city.
- (6) Bridges: The city may participate, provided funds are available, in the extra cost of large drainage structures on principal streets shown on the major thoroughfare plan.

(Code 1966, § 26½-16)



UTILITY LAYOUT
(WATER DISTRIBUTION
SYSTEM)

MCALLEN
NEAR-SHORING
INDUSTRIAL PARK

THIS DOCUMENT IS FOR
INTERIM REVIEW AND
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.

VICTOR H. TREVINO
P.E. 128195
03/07/2024
DATE

DATE: MARCH 07, 2024

SCALE: 1" = 100'

DESIGNED BY: VICTOR TREVINO

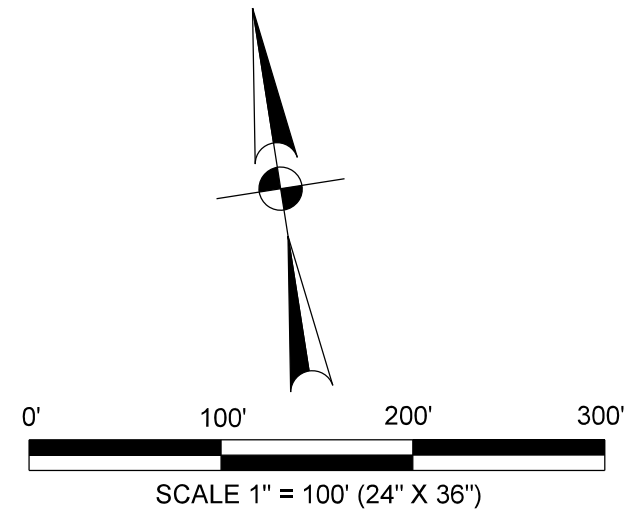
DRAWN BY: BRYAN GUZMAN

CHECKED BY: VICTOR TREVINO

SHEET NUMBER: 6



SOUTH TEXAS
INFRASTRUCTURE GROUP
800 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (361) 424-3355
FAX: (361) 424-3132
TBPE REG. # 15000



UTILITY LAYOUT
(WATER DISTRIBUTION
SYSTEM)

MCALLEN
NEAR-SHORING
INDUSTRIAL PARK

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VICTOR H. TREVINO
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DATE

DATE: MARCH 07, 2024

SCALE: 1" = 100'

DESIGNED BY: VICTOR TREVINO

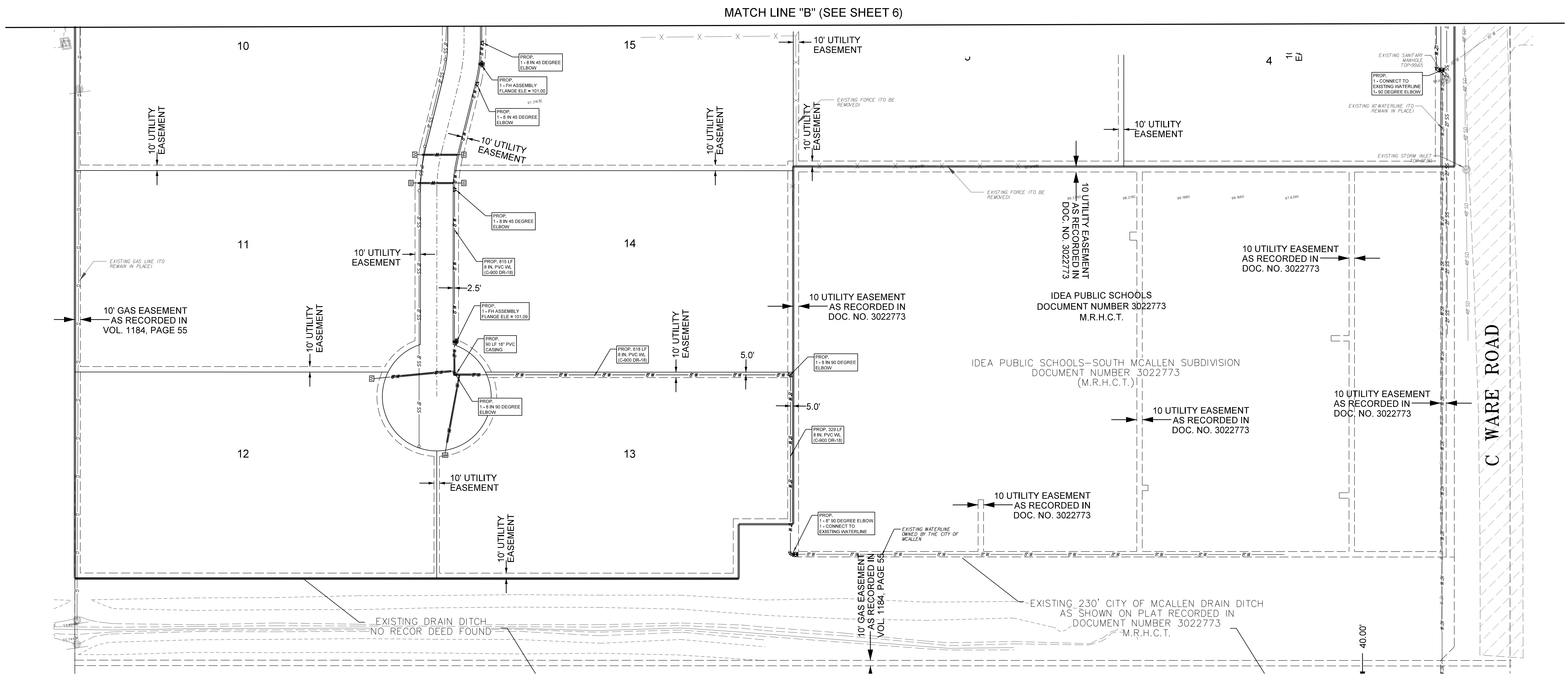
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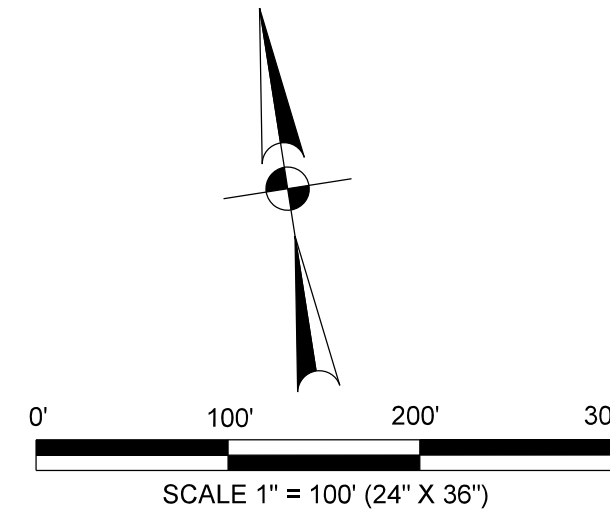
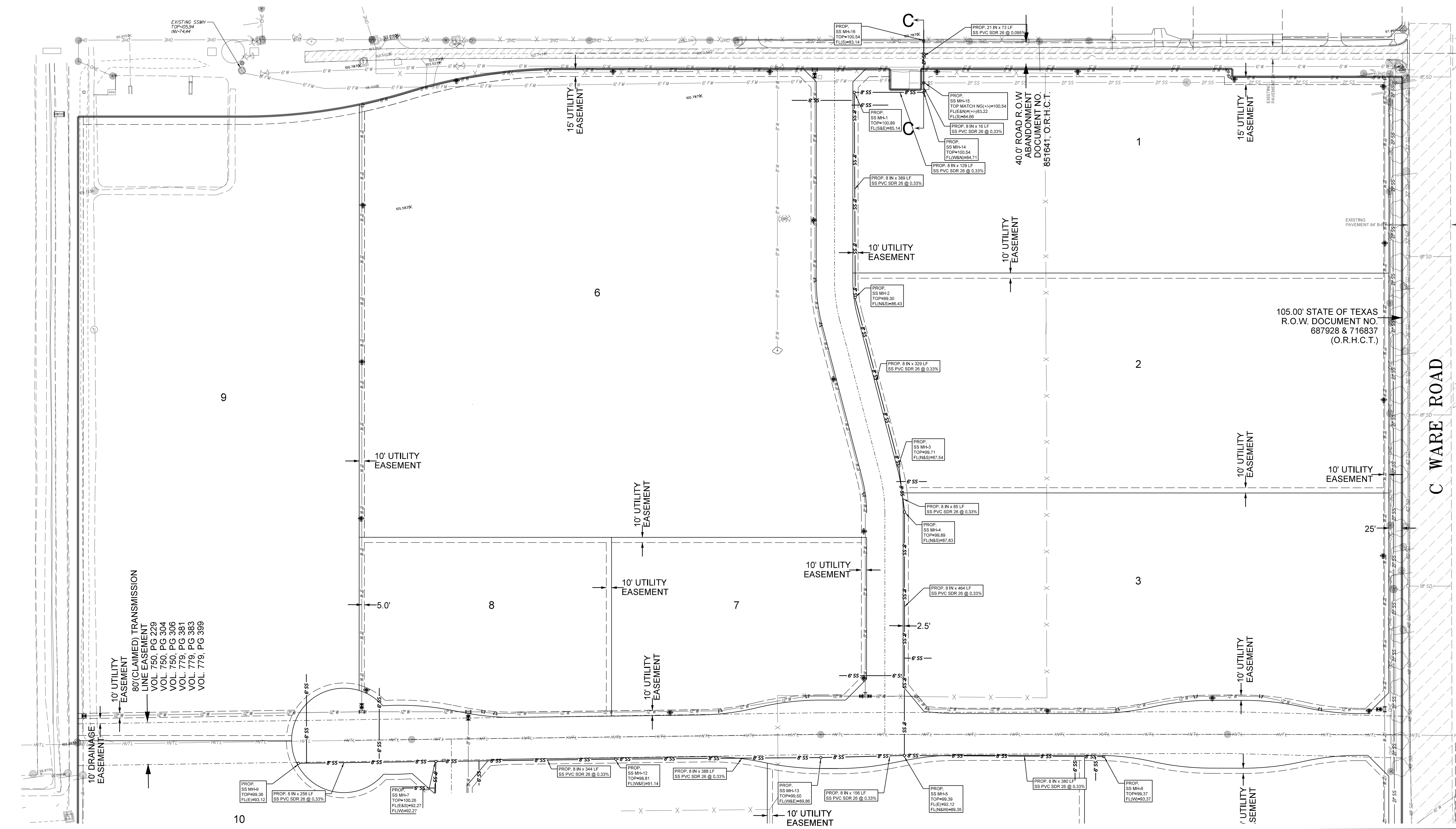
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SHEET NUMBER: 7



SOUTH TEXAS
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800 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (361) 424-3355
FAX: (361) 424-3132
TBPE REG. # 15000





UTILITY LAYOUT
(SANITARY SEWER
COLLECTION SYSTEM)

MCALLEN
NEAR-SHORING
INDUSTRIAL PARK

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OR PERMIT PURPOSES.

VICTOR H. TREVINO
P.E. 128195
03/07/2024
DATE

DATE: MARCH 07, 2024

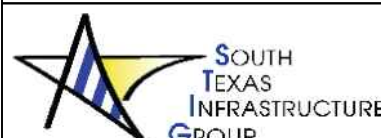
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DESIGNED BY: VICTOR TREVINO

DRAWN BY: BRYAN GUZMAN

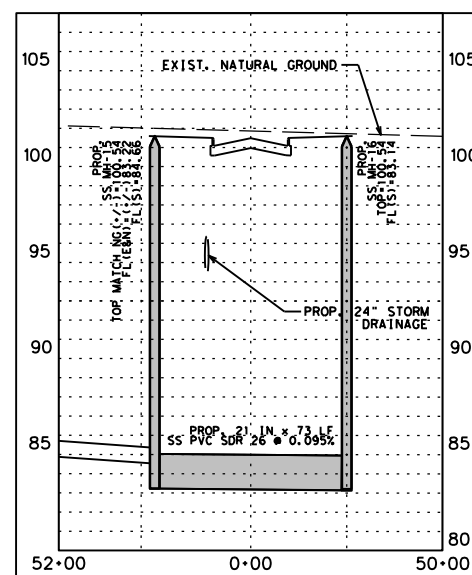
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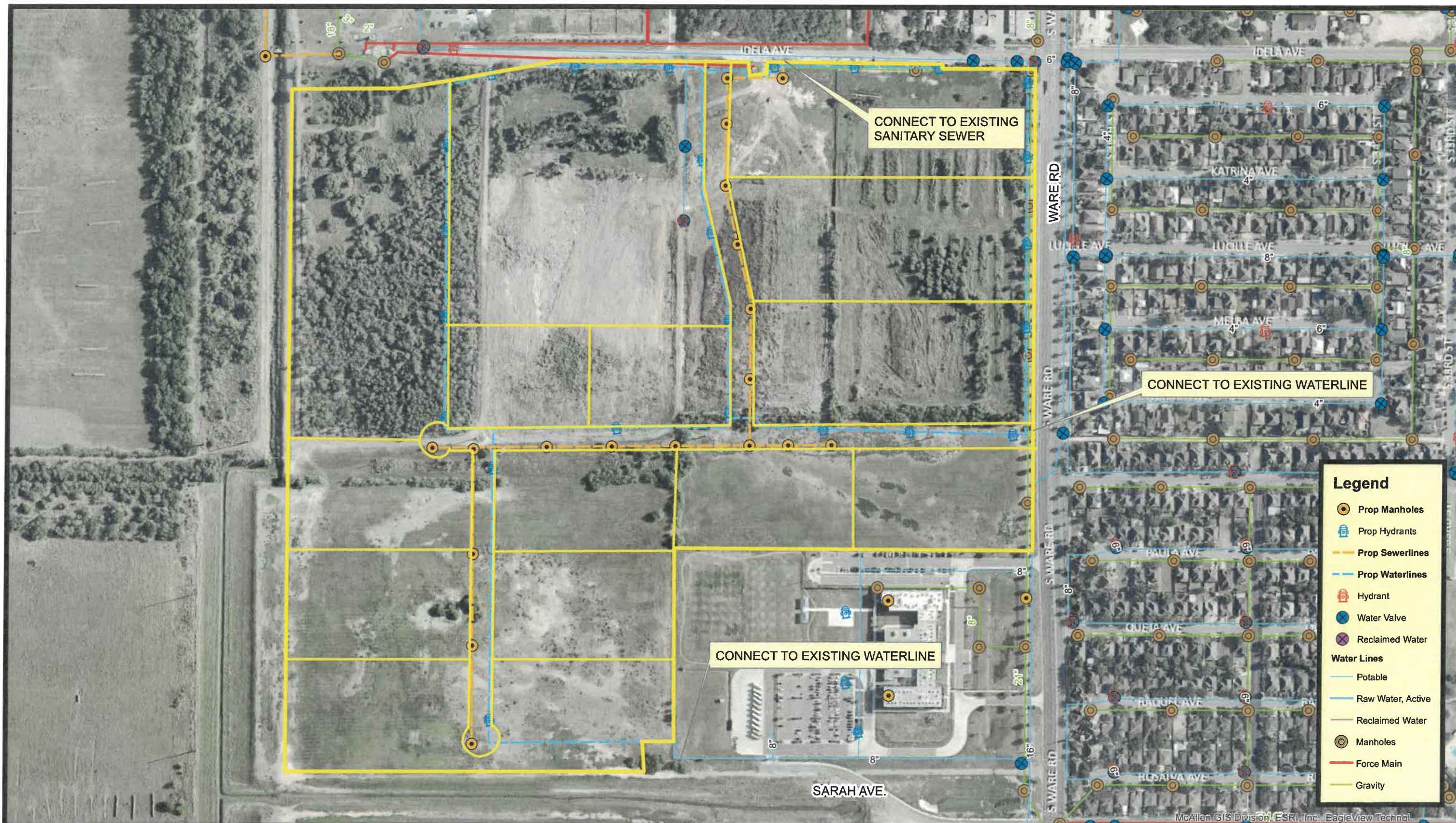
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TBPE REG. # 15000

MATCH LINE "C" (SEE SHEET 9)



CROSS SECTION C-C
N.T.S

1" = 306





AGENDA ITEM

6.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

03/19/2024

MEETING DATE

3/26/2024

1. Agenda Item: Consultation with City Attorney regarding pending litigation (Section 551.071, T.G.C)

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 - 3/19/2024

7. Staff's Recommendation:

8. City Attorney: None. IJT

9. MPU General Manager: N/A - MAV

10. Director of Finance for Utilities: N/A - MSC