



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

DATE: Wednesday, May 28, 2025

TIME: 4:00 P.M.

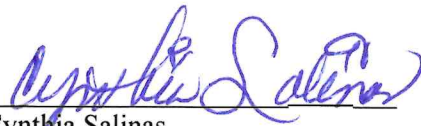
PLACE: McAllen City Hall
Commission Chambers – 3rd Floor
1300 Houston Avenue
McAllen, Texas 78501

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 23th day of May, 2025 at 4:00 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.


Cynthia Salinas
Utility Board Secretary



**BOARD OF TRUSTEES MEETING
WEDNESDAY, MAY 28, 2025 – 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

SWEARING IN CEREMONY

INVOCATION

1. MINUTES:

- a) Approval of Regular Meeting Minutes held April 29, 2025

2. CONSENT AGENDA:

- a) Consideration and possible action to write-off the 4th quarter bad debt fiscal year 2023-2024
- b) Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Ciudad Victoria, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles
- c) Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Tampico, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles
- d) Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Paras, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles
- e) Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Diaz Ordaz, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles

- f) Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of China, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of a surplus vehicle
- g) Approval of Prayer Gardens Subdivision (1 Lot / Single Family)
- h) Approval of Christian's Manor Subdivision (1 Lot / Apartments)
- i) Approval of Palmer Pavilion Subdivision (1 Lot / Indoor Soccer)
- j) Approval of Century Business Center Subdivision (2 Lots / Commercial)
- k) Approval of De Rios Subdivision (1 Lot / Single Family)
- l) Approval of Freedom South Subdivision (1 Lot / Commercial)

3. BIDS AND CONTRACTS:

- a) Consideration and Approval of Award of Contract for the Jasmine Ave Sewer Improvements- Project No. 04-25-C19-858
- b) Consideration and Action in Awarding Environmental Laboratory Services Contract to SPL., INC. (Project No. 03-25-S29-93)
- c) Consideration and Possible Approval of Award Project No. 05-25-SP14-203 Supply Contract for the Purchase and Delivery of Chlorine
- d) Consideration and Approval of a Professional Services Contract for Planning, Design and Construction Phase Consulting Engineering Services for Ware Road Utilities. Project No. 05-25-S63-01

4. UTILITY LAYOUTS:

- a) Discussion and Possible Approval of the Preliminary Reimbursement Certificate for the Sharyland Business Park - Project Circle Subdivision Water & Wastewater Improvements
- b) Discussion and Approval of Extension Request for Existing Final reimbursement Certificate for Sharyland ISD New Junior High School
- c) Consideration and Approval of Memorandum of Understanding (MOU) between McAllen Public Utility and Contractor of McAllen Near Shoring Industrial Park Subdivision

5. MANAGER'S REPORT:

- a) Review of Results of Financial Operations as of March 31, 2025

6. FUTURE AGENDA ITEMS

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

- a) Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071
- b) Consultation with City Attorney regarding legal aspects of infrastructure projects. Tex. Gov't Code 551.071

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 JUNE 10, 2025.



	AGENDA ITEM	<u>1.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/20/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Approval of Regular Meeting Minutes held April 29, 2025

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 5/20/2025

7. Staff's Recommendation:

8. City Attorney: Approve. -AWS

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, April 29, 2025**, at 4:00 pm at McAllen City Hall, Commission Chambers with the following present:

Absent:	Ernest Williams	Vice-Chairman
	Albert Cardenas	Trustee
	Ricardo Godinez	Trustee
	Javier Villalobos	Mayor/Ex-Officio
	Charles Amos	Chairman
Staff:	Marco A Vega, P.E.	General Manager
	Austin Stevenson	City Attorney
	Cynthia Salinas	Utility Board Secretary
	Savannah Arredondo	Assistant to the Utility Board Secretary
	David Garza	Director of Wastewater Systems
	Maria Chavero	Director of Treasury Management
	Edward Gonzalez	Director of Water Systems
	Carlos Gonzalez, P.E.,	Utility Engineer
	Jesus Cisneros	Water Plant Manager
	Juan Pedraza	Transmission & Dist. Manager
	Rafael Balderas, E.I.T,	Assistant to the Utility Engineer
	Leticia Puentes	Designer/Subdivision Coordinator
	Christina Molano	Water Lab Manager
	Francisco Ramirez	Trans. & Dist. Assistant Manager
	Janet Landeros	Grants and Contract Coordinator
	Gerardo Noriega	Director Purchasing & Contract
	Jolee Perez	Director of Employee Benefits
	Katia Falcon	Water Education & Comm Coord
	Yesenia Tijerina	Water Education & Comm. Assistant
	Sebastian Rivera	Water Plant Operator
	Juan Vallejo	Assistant Director of Water Systems
	Hector Ramos	Water Plant Supervisor
	Erika Gomez, P.E.,	Utility Engineer
	Pablo Rodriguez	Assistant Dir. Customer Relations
	Jose Esqueda	Chief Photojournalist

CALL TO ORDER:

Vice-Chairman Williams called the meeting to order at 4:02 p.m.

1. MINUTES:

- a) Approval of Joint Meeting Minutes held March 24, 2025 and Regular Meeting Minutes and Workshop Minutes held April 15, 2025

Trustee Godinez moved to approve the Joint Meeting held March 24, 2025 and Regular Meeting Minutes and Workshop Minutes held April 15, 2025. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

2. CONSENT AGENDA:

- a) Approval of Premier Estates Subdivision (1 Commercial)

Trustee Cardenas moved to approve Premier Estates Subdivision. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

3. BIDS AND CONTRACTS:

a) Award of Contract extension for Direct Primary Care and Ancillary Services

Jolee Perez, Director of Employee Benefits, stated as presented in the April workshop, the city is nearing the end of its initial three (3) year term with Frontier Health for the Direct Primary Care and Ancillary Services. The workshop highlighted key findings related to the population of health, and program satisfaction, and effectiveness and improving health outcomes and member satisfaction while containing costs. Therefore, staff is recommending that there be an approval for the remaining contract extension for an additional two (2) years commencing October 1, 2025, through September 30, 2027, with Frontier Health for direct primary care and additional ancillary services.

Trustee Cardenas moved to approve the extension for Direct Primary Care and Ancillary Services. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

b) Recommendation for selection and award of Design Phase Consulting Engineering Services for the Balboa Lift Station Backup Generator Project

Erika Gomez, P.E., Utility Engineer, stated Halff Associates recently completed a Generator Evaluation Study for the Balboa Lift Station. The study provided an electrical site assessment based on critical load required for the station's backup power system. The study identified several system deficiencies and based on those findings, recommends a near-total upgrade to ensure reliability and compliance with operational needs. In alignment with the study's findings, staff recommends proceeding with Engineering Design Phase Services for the Generator Upgrade Project. We further recommend selecting Halff Associates to continue with these services which would include: Site Surveying Services, Generator Design, Performance Specifications, and Construction Documents, Bidding Services and Construction Administration. Staff requests Board approval for the selection of Halff Associates and the award of professional services contract in the amount of \$103,750.

Trustee Cardenas moved to approve the award of design phase consulting engineering services for the Balboa Lift Station Backup Generator Project. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

c) Consideration and Possible Approval of Award of Project No. 04-25-C18-662 McAllen Southwest Water Plant Roof Repair

Jesus Cisneros, South Water Plant Manager, stated on April 10, the Purchasing and Contracting Department issued a request for sealed electronic bids. Nine (9) bids were received from qualified contractors. Staff recommends awarding the contract to Diverse Construction from Brownsville, TX for the bid amount of \$105,000. This company was the lowest, responsible bidder that were fully compliant with all project requirements. The project was allocated for \$140,000 in 2024-2025 Fiscal Year Budget. Awarding the contract to Diverse Construction provides a cost savings of \$35,000. The roof at South Water Plant is now over twenty (20) years old and requires repair to ensure continual structural integrity.

Trustee Godinez moved to approve the award of Project for the McAllen Southwest Water Plant Roof Repair. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

4. RESOLUTION:

a) Resolution Authorizing the Filing of an Application Requesting Financial Assistance from the Texas Water Development Board's State Water Implementation Fund for Texas (SWIFT) for the City of McAllen's Brackish Groundwater Treatment Facility

- b) Resolution Authorizing the Filing of an Application Requesting Financial Assistance from the Texas Water Development Board's State Water Implementation Fund for Texas (SWIFT) for the Acquisition of Water Rights

Marco Vega, P.E., General Manager stated 4a and 4b were both approved at City Commission on Monday, April 28th. Item 4a is a resolution that authorizes the filing of an application request for financial assistance from the Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) for the City of McAllen's Brackish Ground Water Treatment Facility. This allows us to apply to the Texas Water Development Board SWIFT fund for the ground water desalinization plant. For item 4b it is water rights that we purchased from Hidalgo County Irrigation District #1.

Trustee Cardenas moved to approve items 4a and 4b. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

5. MANAGER'S REPORT:

- a) Consider approval of City of McAllen Employee Health Plan Premiums for the 2025-26 Fiscal Year

Jolee Perez, Director of Employee Benefits, stated this item was also presented in the April Workshop. Before you is the recommended premium rates for the 2025-26 employee health plan for that fiscal year. The rates will apply to active employees, agency employees, retirees, and cover all as they have typically been applied. The proposed adjustments aim to address recurring funding gaps, reducing the need for mid-year transfers and meanwhile staff will continue to work on mitigating the claims and the expenses, avoiding offsetting future high dollar claimants. Staff does recommend approval of these premiums as presented.

Trustee Godinez moved to approve the City of McAllen Employee Health Plan Premiums. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

6. FUTURE AGENDA ITEMS:

Mark reminded the board they can request items for workshops or board meetings. There will also be a report on our next regular meeting for the annual night out.

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

No Executive Session

- a) Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071

No Action

ADJOURNMENT

There being no other business to come before the Board, the meeting was unanimously adjourned at 4:14 p.m.

Ernest Williams, Vice-Chairman

Attest:

Cynthia Salinas
Utility Board Secretary



	AGENDA ITEM	<u>2.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/12/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consideration and possible action to write-off the 4th quarter bad debt fiscal year 2023-2024.

2. Party Making Request:
Pablo Rodriguez, Customer Relations Manager

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Pablo Rodriguez Created/Initiated - 5/12/2025

7. Staff's Recommendation: Approval of \$23,105.31.

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

To: Mark Vega, General Manager
From: Pablo M. Rodriguez, Assistant Director –Customer Relations
Thru: Maria Chavero, Director of Finance for Utilities
Date: 5/5/2025
Re: Bad Debt write-offs for 4th Quarter FY 2023-2024

Attached for your review and consideration is a list of delinquent accounts for the 4th Quarter of FY 2023-2024 (July 1, 2024-September 30, 2024). Staff is recommending approval of the bad debt write-off for \$23,105.31.20 which constitutes 0.20% of collected revenues for same period. Billed revenues totaled \$11,297,013.20. The breakdown for the proposed bad debt write-off is illustrated below:

By Fund:

Fund	4th Qtr FY 2023-2024 Revenues	Amount of Write-Off	Percent of Revenues
Water	\$6,305,002.12	\$12,834.80	0.11%
Sewer	\$4,992,011.08	\$10,270.51	0.09%
Total	\$11,297,013.20	\$23,105.31	0.20%

By customer type:

Type	No. of Accounts	Amount of Write-Off	Percent of Write-Off	Percent of Revenues
Rental	274	\$17,110.68	74.06%	0.15%
Owned	55	\$5,994.63	25.94%	0.05%
Total	329	\$23,105.31	100.00%	0.20%

By customer class:

Water & Sewer	Amount of Write-Off	Percent of Write- Off	Percent of Revenues
Residential	\$19,691.69	85.23%	0.17%
Commercial	\$3,181.09	13.77%	0.03%
Multi-Family	\$232.53	1.01%	0.00%
Total	\$23,105.31	100.00%	0.20%



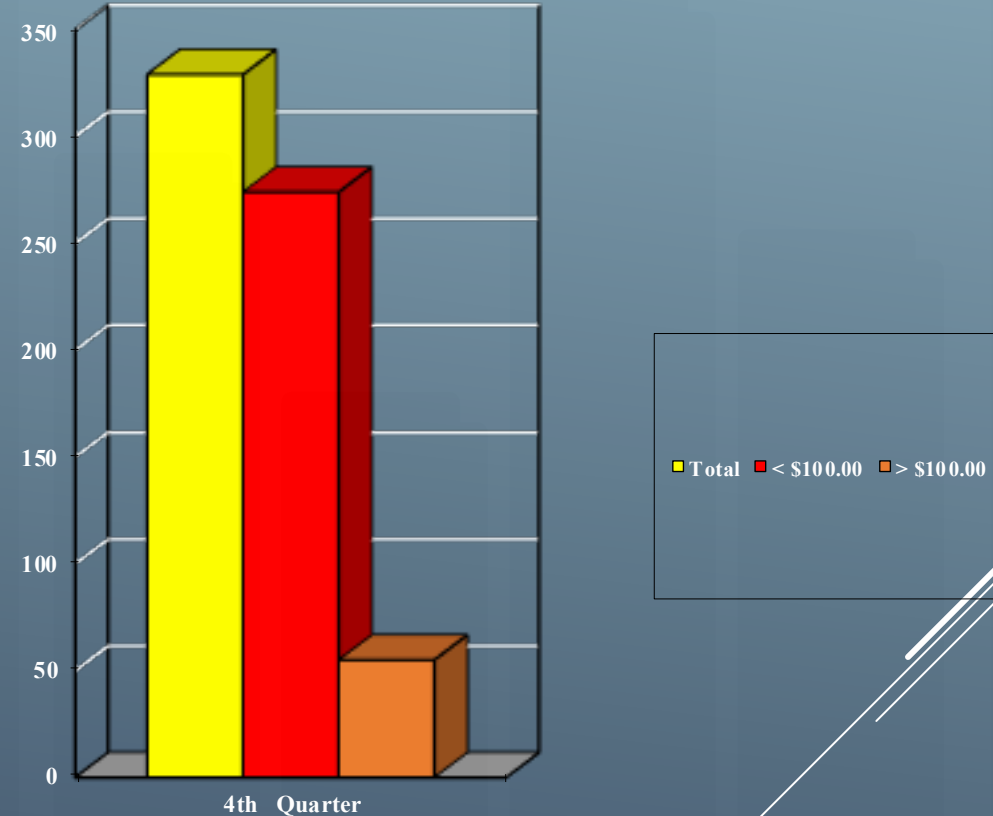
City of McAllen
McAllen Public Utility

Bad Debt Write-Off Report for
4th Quarter FY 2023-2024



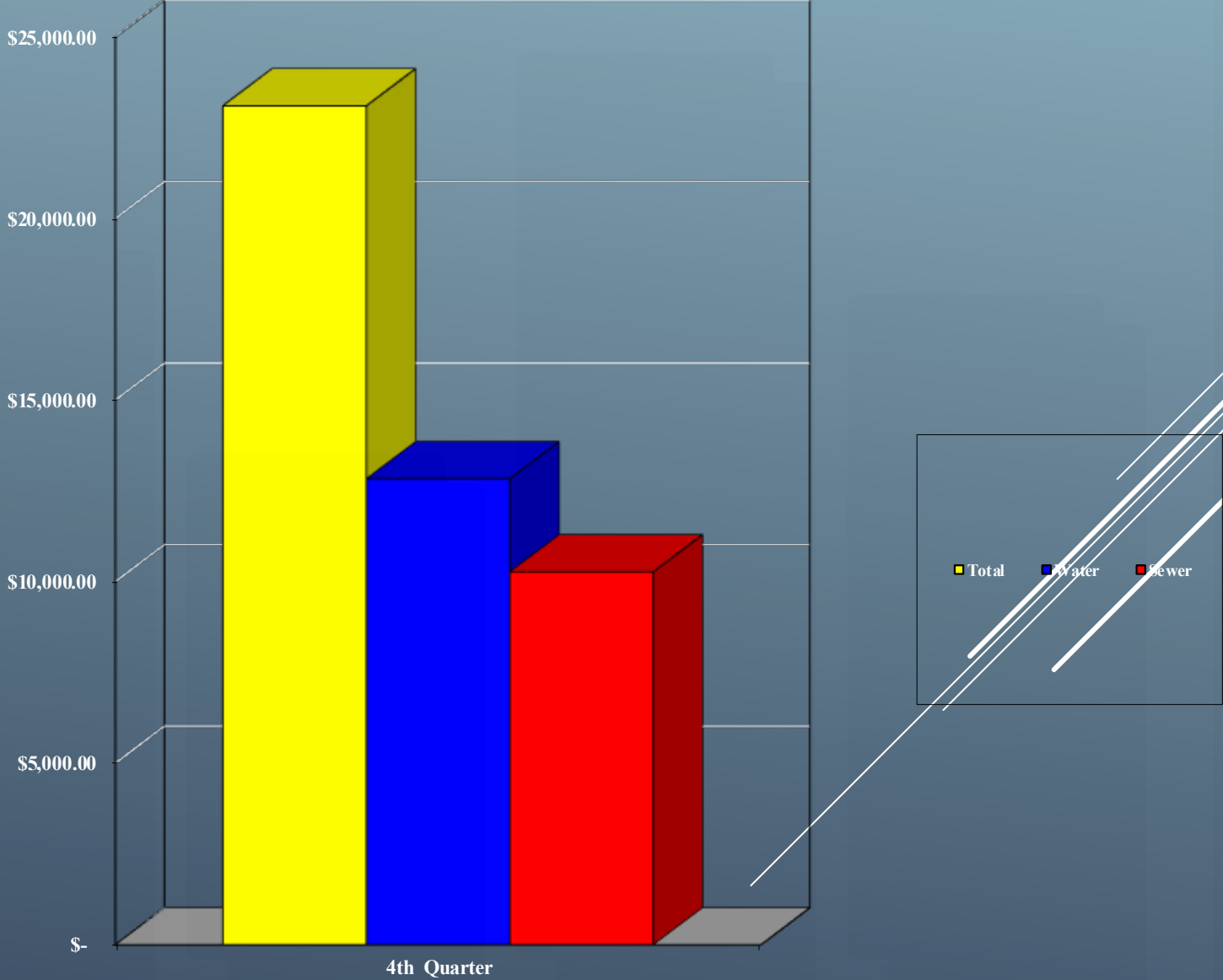
ACCOUNTS BREAKDOWN

- ▶ **329 Accounts on Report**
\$23,105.31.
- ▶ **274 Accounts have**
balances less than
\$100.00.
- ▶ **55 Accounts have**
balances greater than
\$100.00.



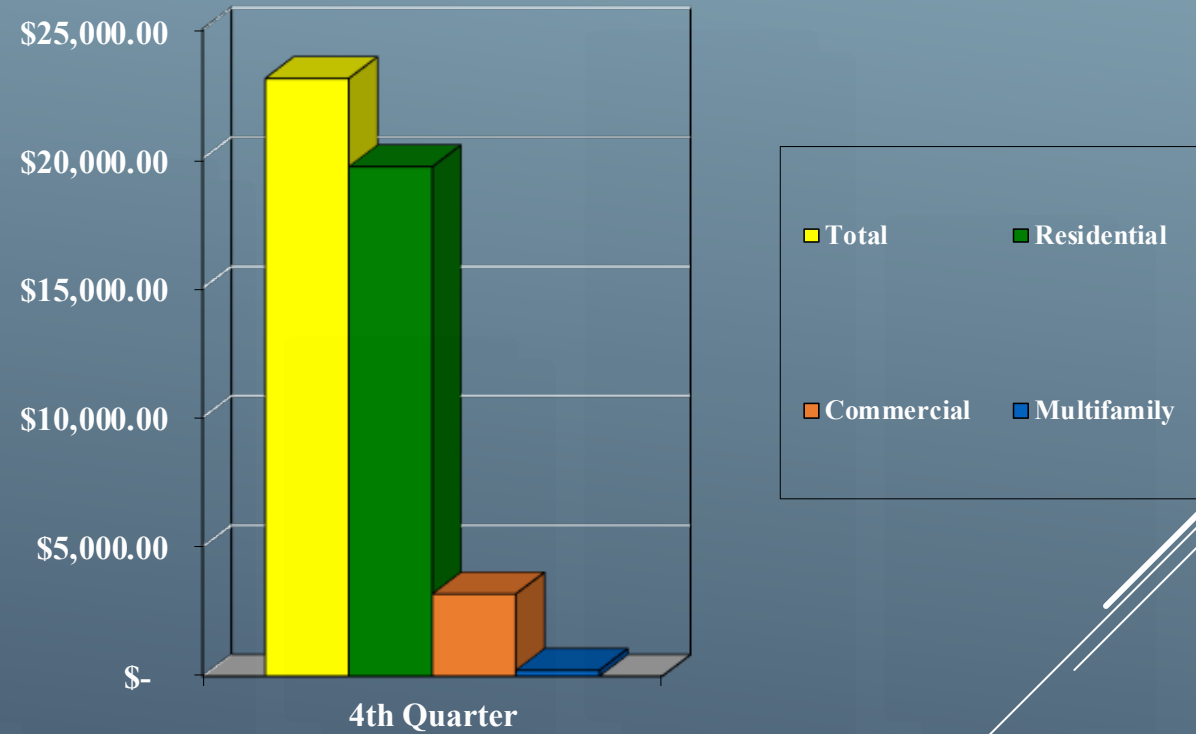
BY FUND TOTALS

- ▶ Total \$23,105.31
- ▶ Water - \$12,834.80
- ▶ Sewer - \$10,270.51
- ▶ Combined they represent .20% of 4th Qtr. Revenues



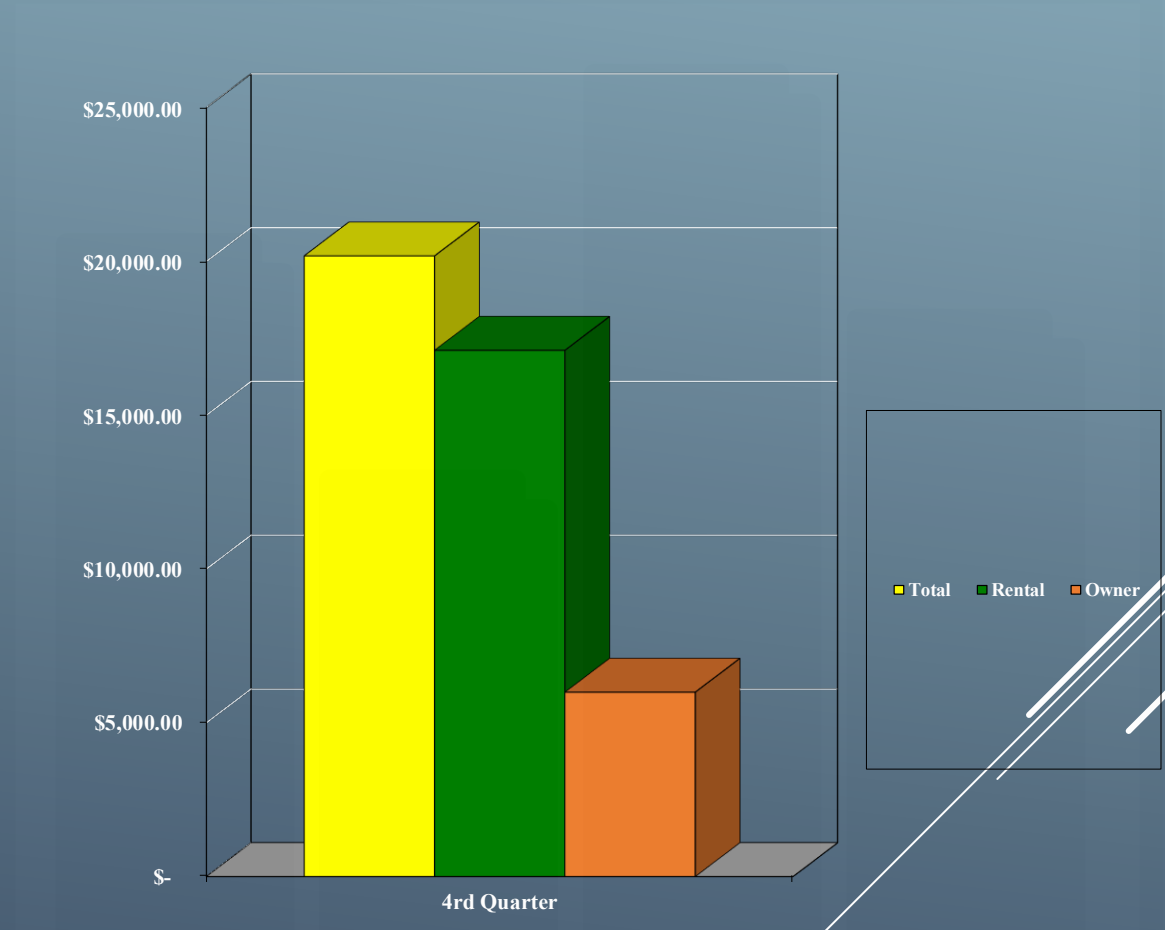
BY CUSTOMER CLASS

- ▶ Total - \$23,105.31
- ▶ Residential - \$19,691.69
- ▶ Commercial - \$3,181.09
- ▶ Multi-Family – \$232.53




BY CUSTOMER TYPE


- ▶ Total - \$23,105.31
- ▶ Rental - \$17,110.68
- ▶ Owner - \$5,994.63



ACCOUNTS WITH \$100.00 PLUS BALANCES SUMMARY.

- ▶ Of the 329 accounts on the list, 55 have balances greater than \$100.00
 - ▶ Accounts had a deposit and deposit was applied to the account.
 - ▶ Collection efforts are continuous.
- 

PROPOSAL

- ▶ 4th Quarter Bad Debt Write-Off –
\$23,105.31 / .20% of Revenues for same period.
 - ▶ Staff recommends approval of bad debt write-off for this period by the Board.
 - ▶ Thank You!
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.



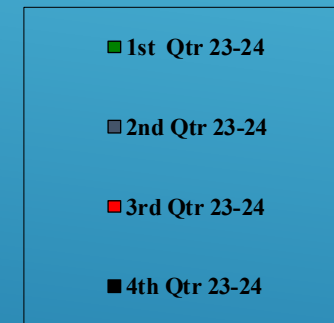
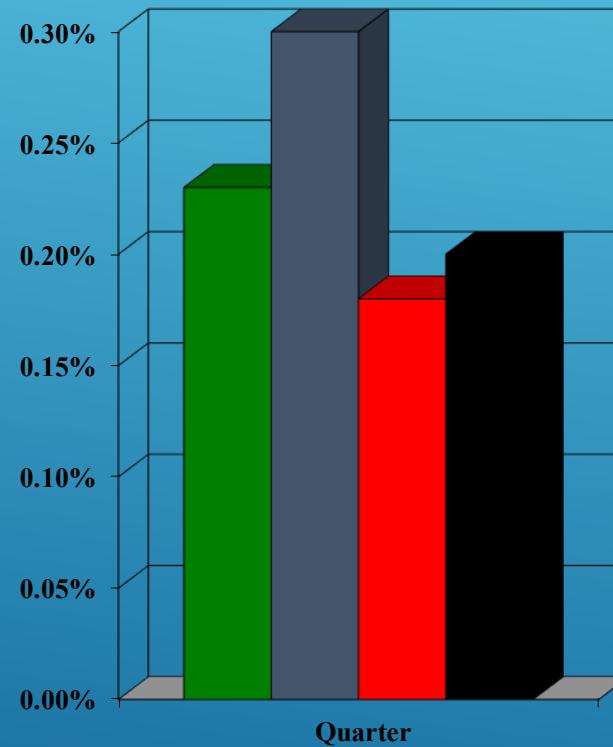
City of McAllen
McAllen Public Utility

Trend Analysis of Bad Debt
Last Four Quarters



TREND ANALYSIS OF BAD DEBT

- ▶ 1st Qtr 23-24 .23%
- ▶ 2nd Qtr 23-24 .30%
- ▶ 3rd Qtr 23-24 .18%
- ▶ 4th Qtr 23-24 .20%



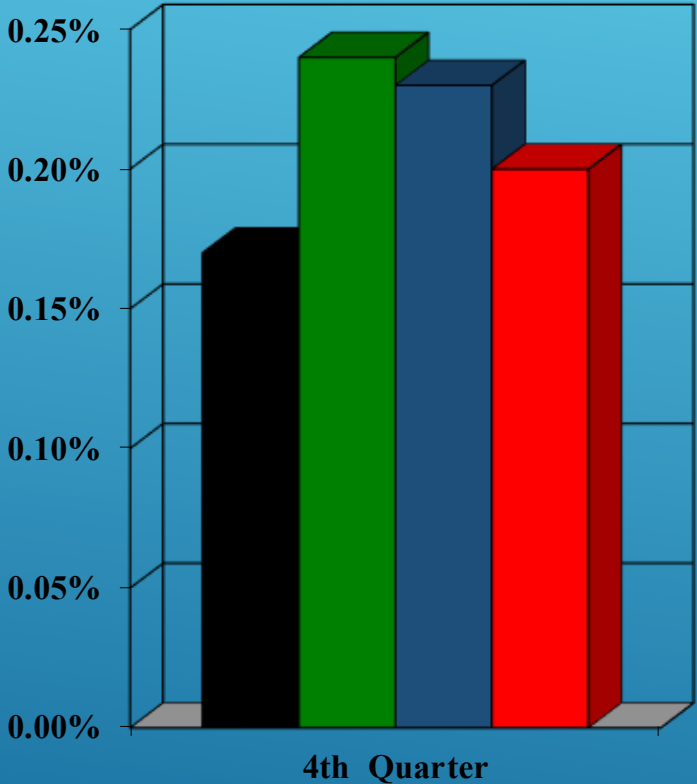


City of McAllen
McAllen Public Utility

Trend Analysis of Bad Debt
Past Four Years - 4th Quarter

TREND ANALYSIS OF BAD DEBT

- ▶ 2020-2021 - .17%
- ▶ 2021-2022 - .24%
- ▶ 2022-2023 - .23%
- ▶ 2023-2024 - .20%





	AGENDA ITEM	<u>2.b.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/16/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Ciudad Victoria, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.

2. Party Making Request:
J.J. Rodriguez, Assistant General Manager

3. Nature of Request: Authorize the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Ciudad Victoria, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.

4. Budgeted:

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

5. Reimbursement:

6. Routing:
J.J. Rodriguez Created/Initiated - 5/16/2025

7. Staff's Recommendation: Staff recommends favorable action.

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

A handwritten signature in blue ink, appearing to be "J.R.", is written over the name Juan J. Rodriguez.

Date: May 15, 2025

Subject: Interlocal Governmental Agreement between the City of McAllen, McAllen Public Utility and the City of Ciudad Victoria, Tamaulipas, Mexico

On November 12, 2025, the Public Utility Board of Trustees (PUB) declared surplus various vehicles as they had arrived at their useful life. The vehicles provided reliable service and are to be replaced based on their depreciation schedule. Additionally, in some cases the vehicle's maintenance costs were increasing significantly and in other cases needed repairs exceeded the value of the equipment. At the time the PUB declared the vehicles surplus, a request was made to explore the feasibility of donating the equipment to another municipality; preferably a Mexican Sister City or a Mexican city that has a relationship with McAllen.

On April 15, 2025, the PUB authorized the General Manager to enter into an Interlocal Agreement with the City of McAllen and Ciudad Victoria for the donation of a vacuum truck. Since then, the City's International Relations Department has advised me that the City of Ciudad Victoria, Tamaulipas, Mexico has requested the donation of a pick-up truck for their operational use as well.

The City Attorney's Office has reviewed the request and is recommending that the donation be effective through a revised Interlocal Governmental Agreement (IGA) between Ciudad Victoria, Tamaulipas, the City of McAllen and MPU. The IGA stipulates the following:

1. The vehicles are being turned over "as-is" with no warranty of any type being issued;
2. The vehicles are to be used exclusively for governmental purposes;
3. The vehicles will remain within the Ciudad Victoria corporate limits;

**INTERLOCAL AGREEMENT
VEHICLE DONATION
MAY 15, 2025
PAGE 2**

4. Ciudad Victoria agrees that the vehicles could be recalled by MPU should it no longer be of service to Ciudad Victoria;
5. Ciudad Victoria agrees to provide the proper maintenance to the vehicles; and
6. Ciudad Victoria will indemnify MPU and the City as a result of any third party claims arising from the use of the vehicles.

Attached for your reference is a copy of the IGA which has been revised to include the additional vehicle. Please let me know if you have any questions or need additional information.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO, THE
CITY OF MCALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ___ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO**, hereinafter referred to as "Victoria", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

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

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

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

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

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

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

Make: Ford
Model: F-250 EC SB 2WD
Year: 2011
VIN#: 1FT7X2AT3CEA07675
UNIT#: PU2510

Make: Freightliner
Model: Flush/Vacuum Truck
Year: 2012
VIN #: 1FVAG3DV8CHBJ4817
UNIT #: PU8000

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

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

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO

Eduardo Abraham Gattás Báez
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

A handwritten signature in blue ink, appearing to be "JR", is written over the name Juan J. Rodriguez.

Date: May 15, 2025

Subject: Interlocal Governmental Agreement between the City of McAllen, McAllen Public Utility and the City of Tampico, Tamaulipas, Mexico

On November 12, 2025, the Public Utility Board of Trustees (PUB) declared surplus various vehicles as they had arrived at their useful life. The vehicles provided reliable service and are to be replaced based on their depreciation schedule. Additionally, in some cases the vehicle's maintenance costs were increasing significantly and in other cases needed repairs exceeded the value of the equipment. At the time the PUB declared the vehicles surplus, a request was made to explore the feasibility of donating the equipment to another municipality; preferably a Mexican Sister City or a Mexican city that has a relationship with McAllen.

Since then, the City's International Relations Department has advised me that the City of Tampico, Tamaulipas, Mexico has requested the donation of two (2) pick-up trucks for their operational use. Two (2) of MPU's surplus vehicle stock meet their requirement and are available.

The City Attorney's Office has reviewed the request and is recommending that the donation be effective through an Interlocal Governmental Agreement (IGA) between Tampico, Tamaulipas, the City of McAllen and MPU. The IGA stipulates the following:

1. The vehicles are being turned over "as-is" with no warranty of any type being issued;
2. The vehicles are to be used exclusively for governmental purposes;
3. The vehicles will remain within the Tampico corporate limits;

**INTERLOCAL AGREEMENT
VEHICLE DONATION
MAY 15, 2025
PAGE 2**

4. Tampico agrees that the vehicles could be recalled by MPU should it no longer be of service to Tampico;
5. Tampico agrees to provide the proper maintenance to the vehicles; and
6. Tampico will indemnify MPU and the City as a result of any third-party claims arising from the use of the vehicles.

Attached for your reference is a copy of the IGA for your consideration. Please let me know if you have any questions or need additional information.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF TAMPICO, TAMAULIPAS, MEXICO, THE CITY OF
McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ___ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF TAMPICO, TAMAULIPAS, MEXICO**, hereinafter referred to as "Tampico", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Tampico, Tamaulipas, Mexico ("Tampico") have international social, economic and governmental ties;

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

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

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Tampico hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Tampico the designated surplus equipment (the "Equipment") described as follows:

Make: Ford
Model: F250 RC
Year: 2010
VIN#: 1FTNF2A52AEB09400
UNIT#: PU2509

Make: Ford
Model: F150 RC LB 2WD
Year: 2009
VIN #: 1FTRF12W59KC22273
UNIT #: PU2001

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

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

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF TAMPICO, TAMAULIPAS, MEXICO

Monica Villarreal Anaya
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



	AGENDA ITEM	<u>2.d.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/16/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Paras, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.
2. Party Making Request:
J.J. Rodriguez, Assistant General Manager
3. Nature of Request: Authorize the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Paras, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement:
6. Routing:
J.J. Rodriguez Created/Initiated - 5/16/2025
7. Staff's Recommendation: Staff recommends favorable action.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

A handwritten signature in blue ink, appearing to be "JR", is written over the name Juan J. Rodriguez.

Date: May 15, 2025

Subject: Interlocal Governmental Agreement between the City of McAllen, McAllen Public Utility and the City of Paras, Nuevo Leon, Mexico

On November 12, 2025, the Public Utility Board of Trustees (PUB) declared surplus various vehicles as they had arrived at their useful life. The vehicles provided reliable service and are to be replaced based on their depreciation schedule. Additionally, in some cases the vehicle's maintenance costs were increasing significantly and in other cases needed repairs exceeded the value of the equipment. At the time the PUB declared the vehicles surplus, a request was made to explore the feasibility of donating the equipment to another municipality; preferably a Mexican Sister City or a Mexican city that has a relationship with McAllen.

Since then, the City's International Relations Department has advised me that the City of Paras, Nuevo Leon, Mexico has requested the donation of two (2) pick-up trucks for their operational use. Two (2) of MPU's surplus vehicle stock meet their requirement and are available.

The City Attorney's Office has reviewed the request and is recommending that the donation be effective through an Interlocal Governmental Agreement (IGA) between Paras, Nuevo Leon, the City of McAllen and MPU. The IGA stipulates the following:

1. The vehicles are being turned over "as-is" with no warranty of any type being issued;
2. The vehicles are to be used exclusively for governmental purposes;
3. The vehicles will remain within the Paras corporate limits;

**INTERLOCAL AGREEMENT
VEHICLE DONATION
MAY 15, 2025
PAGE 2**

4. Paras agrees that the vehicles could be recalled by MPU should it no longer be of service to Paras;
5. Paras agrees to provide the proper maintenance to the vehicles; and
6. Paras will indemnify MPU and the City as a result of any third-party claims arising from the use of the vehicles.

Attached for your reference is a copy of the IGA for your consideration. Please let me know if you have any questions or need additional information.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PARAS, NUEVO LEON, MEXICO, THE CITY OF
MCALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ___ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF PARAS, NUEVO LEON, MEXICO**, hereinafter referred to as "Paras", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Paras, Nuevo Leon, Mexico ("Paras") have international social, economic and governmental ties;

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

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

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Paras hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Paras the designated surplus equipment (the "Equipment") described as follows:

Make: Chevrolet
Model: 2500 HD RC LB 2WD
Year: 2006
VIN#: 1GCHC24U96E258838
UNIT#: PU0259

Make: Ford
Model: F150 RC SB 2WD
Year: 2013
VIN #: 1FTMF1CM2DFC81581
UNIT #: PU2012

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

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

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF PARAS, NUEVO LEON, MEXICO

Ana Iza Oliveira Trevino
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



	AGENDA ITEM	<u>2.e.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/16/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Diaz Ordaz, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.

2. Party Making Request:
J.J. Rodriguez, Assistant General Manager

3. Nature of Request: Authorize the General Manager to Enter Into an Interlocal Governmental Agreement between the City of Diaz Ordaz, Tamaulipas, Mexico, the City of McAllen and the McAllen Public Utility for the donation of surplus vehicles.

4. Budgeted:

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

5. Reimbursement:

6. Routing:
J.J. Rodriguez Created/Initiated - 5/16/2025

7. Staff's Recommendation: Staff recommends favorable action.

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

A handwritten signature in blue ink, appearing to be "J. Rodriguez", is written over the "From:" line.

Date: May 15, 2025

Subject: Interlocal Governmental Agreement between the City of McAllen, McAllen Public Utility and the City of Diaz Ordaz, Tamaulipas, Mexico

On November 12, 2025, the Public Utility Board of Trustees (PUB) declared surplus various vehicles as they had arrived at their useful life. The vehicles provided reliable service and are to be replaced based on their depreciation schedule. Additionally, in some cases the vehicle's maintenance costs were increasing significantly and in other cases needed repairs exceeded the value of the equipment. At the time the PUB declared the vehicles surplus, a request was made to explore the feasibility of donating the equipment to another municipality; preferably a Mexican Sister City or a Mexican city that has a relationship with McAllen.

Since then, the City's International Relations Department has advised me that the City of Diaz Ordaz, Tamaulipas, Mexico has requested the donation of two (2) pick-up trucks for their operational use. Two (2) of MPU's surplus vehicle stock meet their requirement and are available.

The City Attorney's Office has reviewed the request and is recommending that the donation be effective through an Interlocal Governmental Agreement (IGA) between Diaz Ordaz, Tamaulipas, the City of McAllen and MPU. The IGA stipulates the following:

1. The vehicles are being turned over "as-is" with no warranty of any type being issued;
2. The vehicles are to be used exclusively for governmental purposes;
3. The vehicles will remain within the Diaz Ordaz corporate limits;

**INTERLOCAL AGREEMENT
VEHICLE DONATION
MAY 15, 2025
PAGE 2**

4. Diaz Ordaz agrees that the vehicles could be recalled by MPU should it no longer be of service to Diaz Ordaz;
5. Diaz Ordaz agrees to provide the proper maintenance to the vehicles; and
6. Diaz Ordaz will indemnify MPU and the City as a result of any third-party claims arising from the use of the vehicles.

Attached for your reference is a copy of the IGA for your consideration. Please let me know if you have any questions or need additional information.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO, THE CITY
OF McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ___ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO**, hereinafter referred to as "Diaz Ordaz", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Diaz Ordaz, Tamaulipas, Mexico ("Diaz Ordaz") have international social, economic and governmental ties;

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

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

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Diaz Ordaz hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Diaz Ordaz the designated surplus equipment (the "Equipment") described as follows:

Make: Ford
Model: F150 RC SB 2WD
Year: 2012
VIN#: 1FTNF1CF1CKE37864
UNIT#: PU1511

Make: Ford
Model: F150 RC SB 2WD
Year: 2014
VIN #: 1FTMF1CM2EKF28445
UNIT #: PU2015

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

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

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO

Nataly Garcia Diaz
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



	AGENDA ITEM	<u>2.f.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/16/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consider Authorizing the General Manager to Enter Into an Interlocal Governmental Agreement between the City of China, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of a surplus vehicle.

2. Party Making Request:
J.J. Rodriguez, Assistant General Manager

3. Nature of Request: Authorize the General Manager to Enter Into an Interlocal Governmental Agreement between the City of China, Nuevo Leon, Mexico, the City of McAllen and the McAllen Public Utility for the donation of a surplus vehicle.

4. Budgeted:

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

5. Reimbursement:

6. Routing:
J.J. Rodriguez Created/Initiated - 5/16/2025

7. Staff's Recommendation: Staff recommends favorable action.

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

A handwritten signature in blue ink, appearing to be "JR", is written over the name of the sender.

Date: May 15, 2025

Subject: Interlocal Governmental Agreement between the City of McAllen, McAllen Public Utility and the City of China, Nuevo Leon, Mexico

On November 12, 2025, the Public Utility Board of Trustees (PUB) declared surplus various vehicles as they had arrived at their useful life. The vehicles provided reliable service and are to be replaced based on their depreciation schedule. Additionally, in some cases the vehicle's maintenance costs were increasing significantly and in other cases needed repairs exceeded the value of the equipment. At the time the PUB declared the vehicles surplus, a request was made to explore the feasibility of donating the equipment to another municipality; preferably a Mexican Sister City or a Mexican city that has a relationship with McAllen.

Since then, the City's International Relations Department has advised me that the City of China, Nuevo Leon, Mexico has requested the donation of a pick-up truck for their operational use. One (1) of MPU's surplus vehicle stock meet their requirement and is available.

The City Attorney's Office has reviewed the request and is recommending that the donation be effective through an Interlocal Governmental Agreement (IGA) between China, Nuevo Leon, the City of McAllen and MPU. The IGA stipulates the following:

1. The vehicles are being turned over "as-is" with no warranty of any type being issued;
2. The vehicles are to be used exclusively for governmental purposes;
3. The vehicles will remain within the China corporate limits;

**INTERLOCAL AGREEMENT
VEHICLE DONATION
MAY 15, 2025
PAGE 2**

4. China agrees that the vehicles could be recalled by MPU should it no longer be of service to China;
5. China agrees to provide the proper maintenance to the vehicles; and
6. China will indemnify MPU and the City as a result of any third-party claims arising from the use of the vehicles.

Attached for your reference is a copy of the IGA for your consideration. Please let me know if you have any questions or need additional information.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHINA, NUEVO LEON, MEXICO, THE CITY OF
McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ___ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF CHINA, NUEVO LEON, MEXICO**, hereinafter referred to as "China", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of China, Nuevo Leon, Mexico ("China") have international social, economic and governmental ties;

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

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

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and China hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to China the designated surplus equipment (the "Equipment") described as follows:

Make:	Ford
Model:	F250 RC
Year:	2008
VIN#:	1FTNF20528EB86005
UNIT#:	PU2501

The Equipment is delivered to China and China agrees to accept the Equipment in an "AS-IS" condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of

merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

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

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF CHINA, NUEVO LEON, MEXICO

Alejo Rodriguez Cantu
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



	AGENDA ITEM	<u>2.g.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/20/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Approval of Prayer Gardens Subdivision (1 Lot / Single Family)

2. Party Making Request:
Leticia Puentes, Subdivision Coordinator/designer

3. Nature of Request: Request for MPUB approval from the developer of the proposed subdivision.

4. Budgeted:

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

5. Reimbursement: Water line reimbursement for participation to the Bentsen Road Water Reimbursement in the amount of \$96.05. Sewer line reimbursement for participation to the Bentsen Road Sewer Reimbursement in the amount of \$667.60.

6. Routing:
Leticia Puentes Created/Initiated - 5/20/2025

7. Staff's Recommendation: Staff recommends approval of subdivision with the conditions set forth.

8. City Attorney: Approve. -AWS

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. Rodríguez, Asst. General Manager

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 16, 2025

SUBJECT: Prayer Gardens Subdivision; Consideration and Approval

This property is located approximately 250 feet south of the intersection between Daffodil Avenue and Taylor Road. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 0.29 acres and is being proposed as R-1, Single Family.

The subdivision application was originally filed with the City on February 26, 2025 and received preliminary P&Z approval on April 1, 2025. The information required from the developer's engineer for this agenda was received on May 16, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing eight-inch water line using a new one-inch service under Taylor Road.
2. **Wastewater Service:** The applicant is proposing to connect to the existing 8" sewer services using a 4" sanitary sewer service connection.
3. Developer has submitted a Reimbursement Waiver.
4. The property falls under the Bentsen Road Water and Sewer Reimbursement Service Area.

Staff recommend 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, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed, and 3.) Payment to MPU for the Bentsen Road Water and Wastewater project in the amount of \$763.65.

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

CITY OF MCALLEN PUB

PRAYER GARDENS SUBD.

UTILITY NARRATIVE

Prayer Gardens Subdivision is a one lot residential located approximately 226 feet south from the center of Daffodil Ave. along the east side of Taylor Road. The water and sewer is inside the CCN of the City of McAllen.

WATER DISTRIBUTION/FIRE PROTECTION:

There is an existing City of McAllen 8" located along the east side of Taylor Road parallel to this one lot plat There is also one F.H. located along the east side of Taylor Road on the City's existing 8" water line near the NWC of this one lot plat.

The subdivider shall provide for a new 1" x 3/4" water service line from the City's existing 8" water line for potable water service. No other water line improvements are being proposed at this time.

SANITARY SEWER:

The City of McAllen has an 8" sanitary sewer line that runs north and south at the intersection of an alley in Adobe Wells Subd. near the SEC of this plat. The alley abuts he south line of this proposed plat. The subdivider shall provide for a new 4" water service line from the existing City sewer line located at the alley intersection north to the one lot plat near the SEC of this proposed plat. There are no other sanitary sewer improvement being proposed.

04/24/25

End of Narrative.

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 ELIZABETH DELAGARZA hereinafter called the DEVELOPER.

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

PRAYER GARDENS and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by SALINAS ENGINEERING + ASSOC. dated 5-16-2025, 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
BY: Elizabeth Delagarza
Address:

**SUBDIVISION REIMBURSEMENT WORKSHEET
PRAYER GARDENS SUBDIVISION**

WATER LINE REIMB. CALCULATIONS			
WASTEWATER:	MPU: BENTSEN RD WATER LINE		
COST:	\$301.12 x	0.29 AC	\$87.32
10% ADMIN FEE	<10 YEARS		8.73
WASTEWATER LINE REIMBURSEMENT			\$96.05

WASTEWATER LINE REIMB. CALCULATIONS			
WASTEWATER:	MPU: BENTSEN RD WASTEWATER LINE		
COST:	\$2,092.81 x	0.29 AC	\$606.91
10% ADMIN FEE	<10 YEARS		60.69
WASTEWATER LINE REIMBURSEMENT			\$667.60

TOTAL DUE **\$763.65**

Prepared By: Leticia Puentes Date: 5/14/25 Reviewed By: PS

Escrows will be adjusted upon execution of Final Reimbursement Certificate

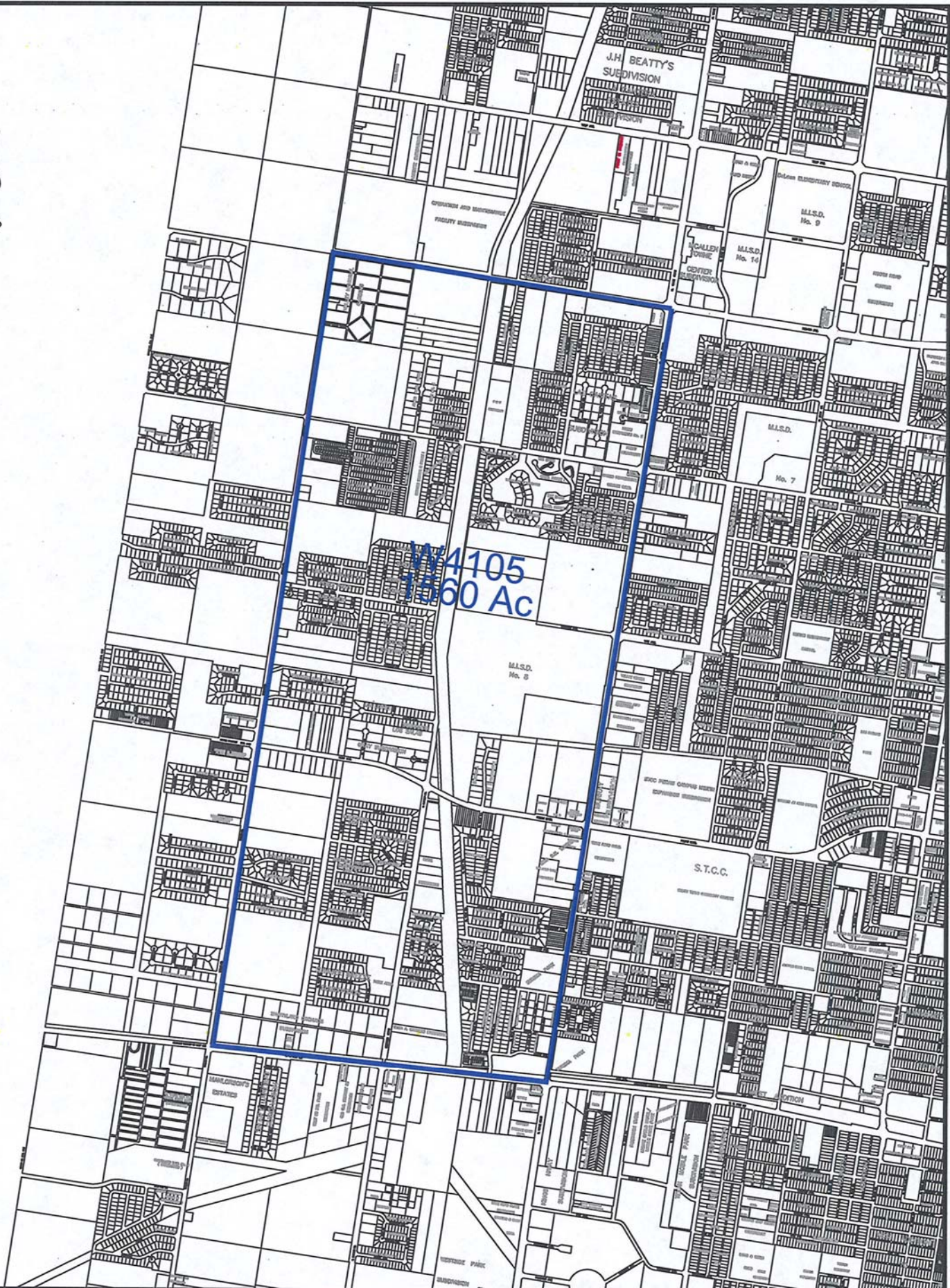
I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature: Elizabeth de la Garza

Print: Elizabeth de la Garza



N.T.S.



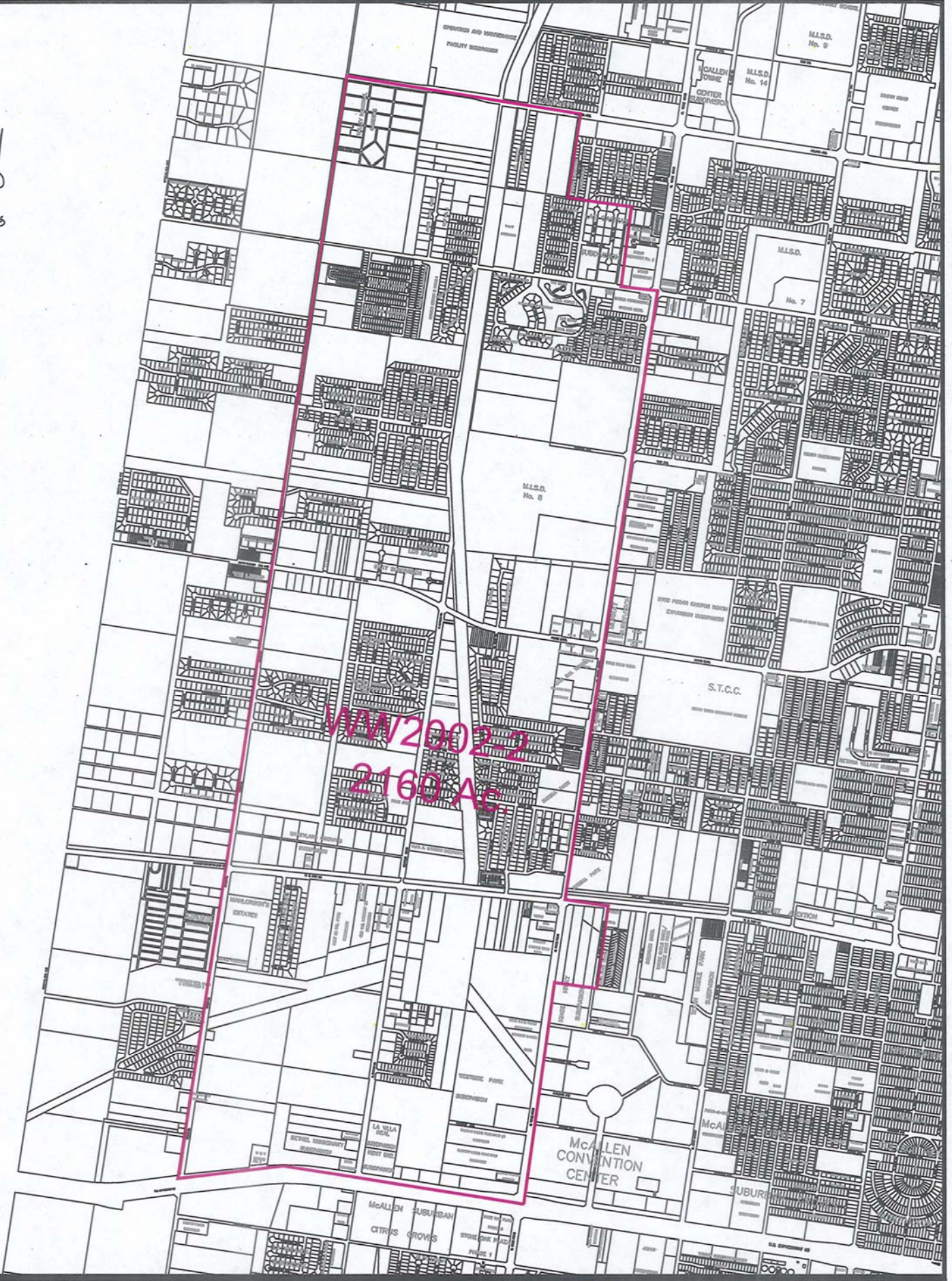
BENTSEN ROAD WATER
SERVICE AREA



McALLEN
PUBLIC UTILITY



N.T.S.

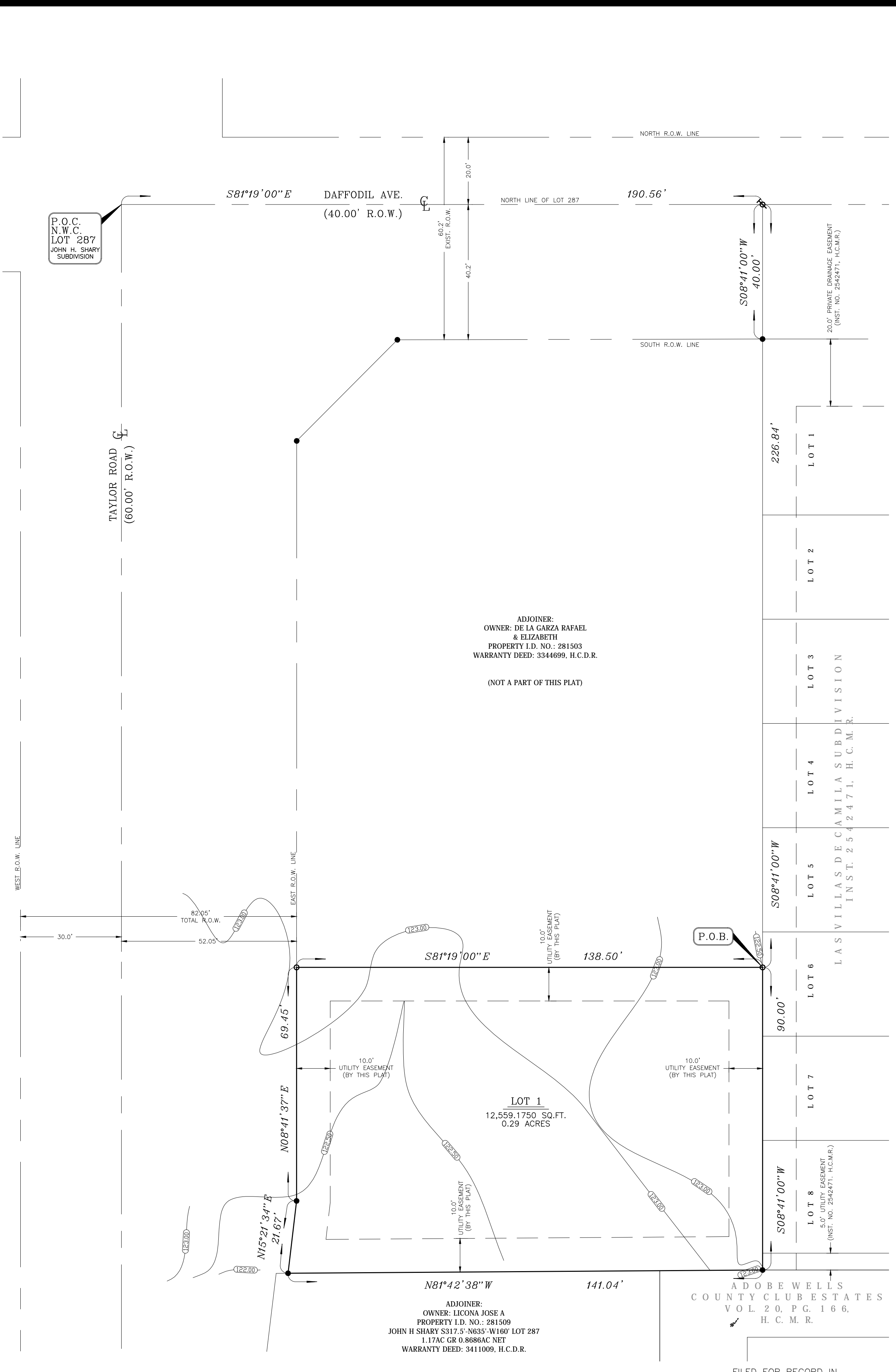


WW2002-2
2160 AC

BENTSEN ROAD SEWER
SERVICE AREA



McALLEN
PUBLIC UTILITY



LEGEND

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

SCALE: 1" = 20'

PRAYER GARDENS SUBDIVISION

AN ADDITION TO THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS

BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES = FRONT: 25FT. OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
REAR: 10 FT. OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
SIDE: 6 FT. OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
CORNER: 10 FT. OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
GARAGE: 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.
- LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "C" (UNSHADED) ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED NOV. 16, 1982, COMMUNITY PANEL NO. 480334 0400 C. FLOOD ZONE "C" IS DEFINED AS AREAS OF MINIMAL FLOODING (NO SHADING)
- MINIMUM FINISHED FLOOR ELEVATION ON ALL NEW CONSTRUCTION SHALL BE A MINIMUM OF 18.0 INCHES ABOVE THE TOP OF THE ROAD AS MEASURED FROM THE CENTER OF THE LOT ALONG TAYLOR ROAD.
- A 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ON N. TAYLOR ROAD.
- THIS SUBDIVISION PLAT SHALL BE REQUIRED TO DETAIN A TOTAL OF 1,034.01 CUBIC FEET, OR, 0.024 ACRE-FEET OF DRAINAGE RUNOFF VOLUME.
- THE CONSTRUCTION OF ANY STRUCTURES ON OR WITHIN ANY UTILITY EASEMENTS SHALL BE PROHIBITED.
- 6" OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
- 8" MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, MAY BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- BENCHMARK: MC76 IS LOCATED AT THE NORTH BOUND OF U.S. HIGHWAY 83, 110 FEET EAST FROM THE BC OF WARE RD. AND 5 FEET NORTH FROM THE BC OF U.S. HIGHWAY 83. THE MONUMENT IS 22 FEET SOUTH FROM THE R.R. TRACK RUNNING EAST-WEST. ELEV.=131.44
COORDINATES: N: 16601127.00275, E: 10626624.19162.
VERTICAL DATUM: NAVD 83
HORIZONTAL DATUM: NAD 83
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

STATE OF TEXAS
UNITED IRRIGATION DISTRICT
THIS PLAT IS HEREBY APPROVED BY THE UNITED IRRIGATION DISTRICT
ON THIS THE _____ DAY OF _____, 2025.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ PRESIDENT _____ SECRETARY

- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NOW OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
- NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.
- NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY, OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.
- NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ELIZABETH DE LA GARZA	9816 N. WARE ROAD	McALLEN, TEXAS 78504	(956) 215-6834	NONE
OWNER: RAFAEL DE LA GARZA	9816 N. WARE ROAD	McALLEN, TEXAS 78504	(956) 655-0494	NONE
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

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

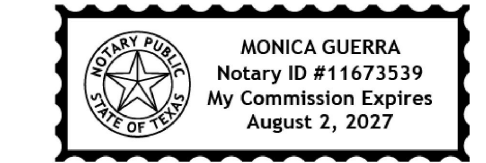
OWNER: RAFAEL DE LA GARZA
9816 N. WARE ROAD
McALLEN, TEXAS, 78504

OWNER: ELIZABETH DE LA GARZA
9816 N. WARE ROAD
McALLEN, TEXAS, 78504

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.



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

STATE OF TEXAS
CITY OF McALLEN

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

MAYOR, CITY OF McALLEN

DATE

STATE OF TEXAS
CITY OF McALLEN

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

CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

DATE

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

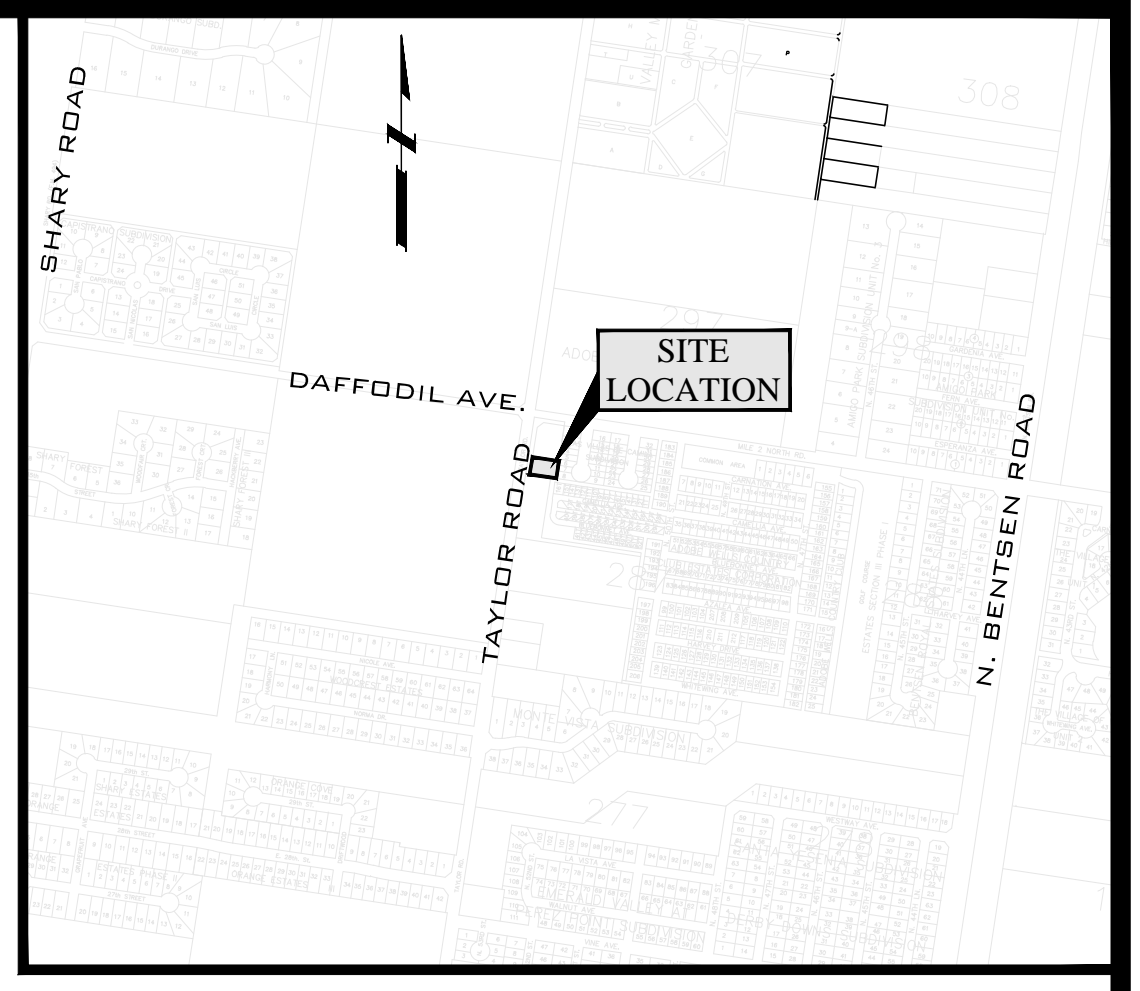
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF McALLEN ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., REG. NO. 71973 ON APRIL 24, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



LOCATION MAP SCALE: 1" = 1,000'

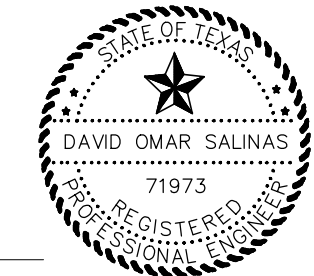
METES AND BOUNDS DESCRIPTION

BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.29 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 287 LOCATED AT THE INTERSECTION OF DAFFODIL AVE. AND N. TAYLOR ROAD; THENCE, AS FOLLOWS

- SOUTH 81 DEGREES 19 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 287, A DISTANCE OF 190.56 FEET, AND, THENCE, SOUTH 08 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE 40.0 FEET PASSING THE SOUTH RIGHT-OF-WAY LINE OF SAID DAFFODIL AVE., AT A DISTANCE OFF 226.84 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH 08 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH 81 DEGREES 42 MINUTES 38 SECONDS WEST, A DISTANCE OF 141.04 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH 15 DEGREES 21 MINUTES 34 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 21.67 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR AN INSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH 08 DEGREES 41 MINUTES 37 SECONDS EAST, CONTINUING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 69.45 FEET TO A 1/2 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH 81 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 138.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SURVEY BY ALFONSO QUINTANILLA, RPLS, DATED 04/05/22
N:\SUBDIVISIONPLATS\PRAYERGARDENS.SUB\0.29.032525



PRAYER GARDENS SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: APRIL 24, 2025.
JOB NUMBER: SP-25-26283

OWNER: ELIZABETH DE LA GARZA
9816 N. WARE ROAD
McALLEN, TEXAS 78504

OWNER: RAFAEL DE LA GARZA
9816 N. WARE ROAD
McALLEN, TEXAS 78504

SEA

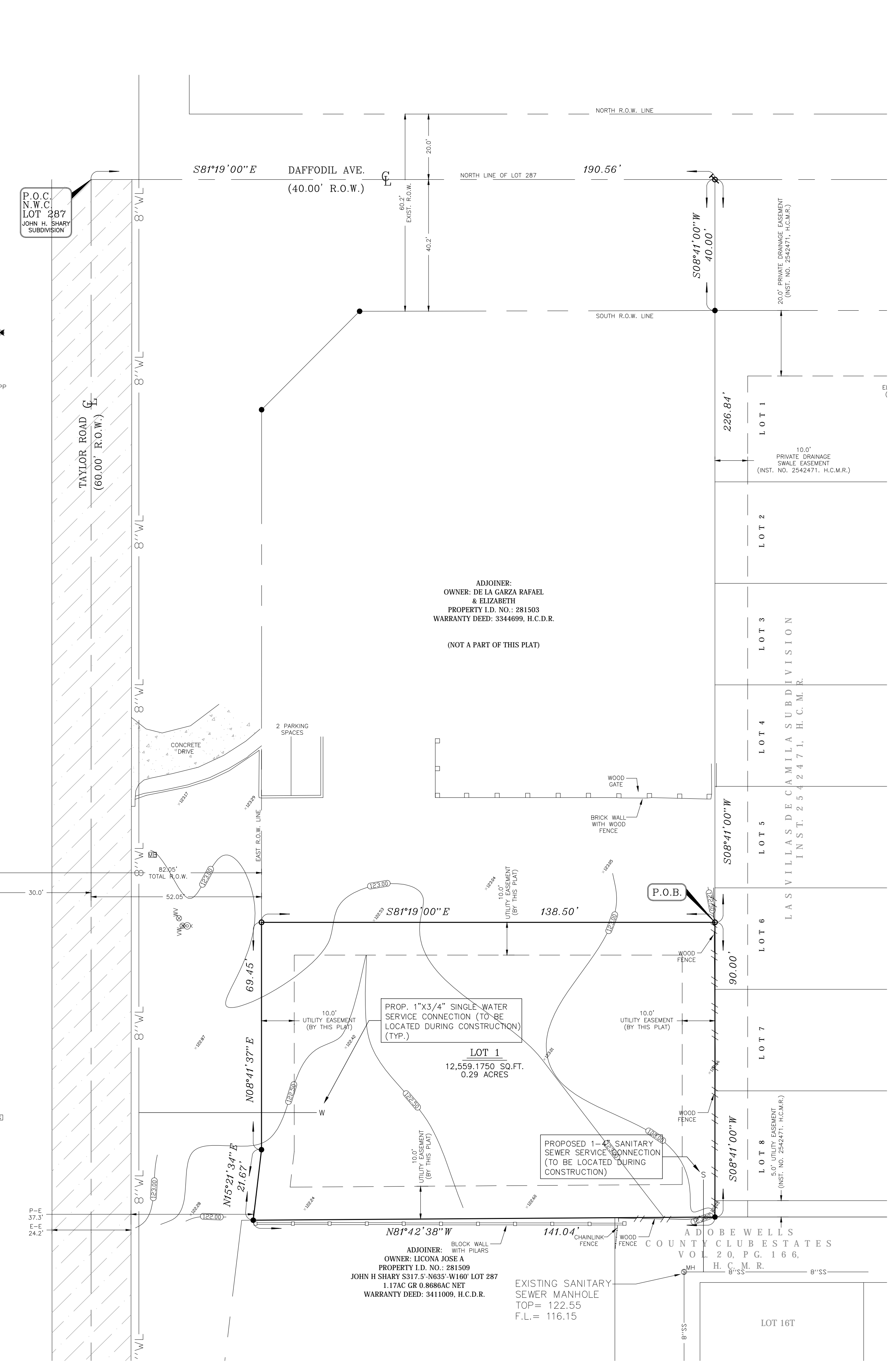
SALINAS ENGINEERING & ASSOC.

(P-6675) (TBPLS-10065700)

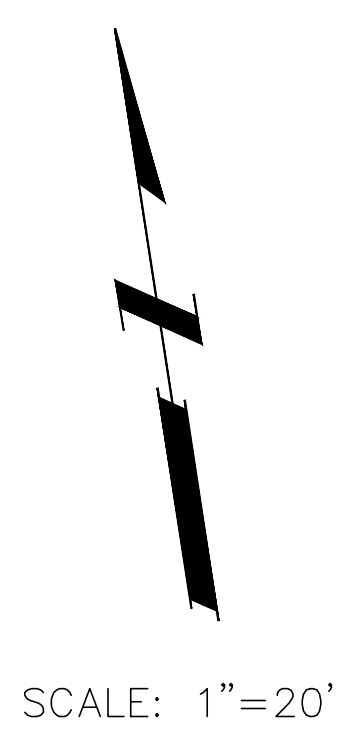
CONSULTING ENGINEERS & SURVEYORS

2221 DAFFODIL AVE. McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

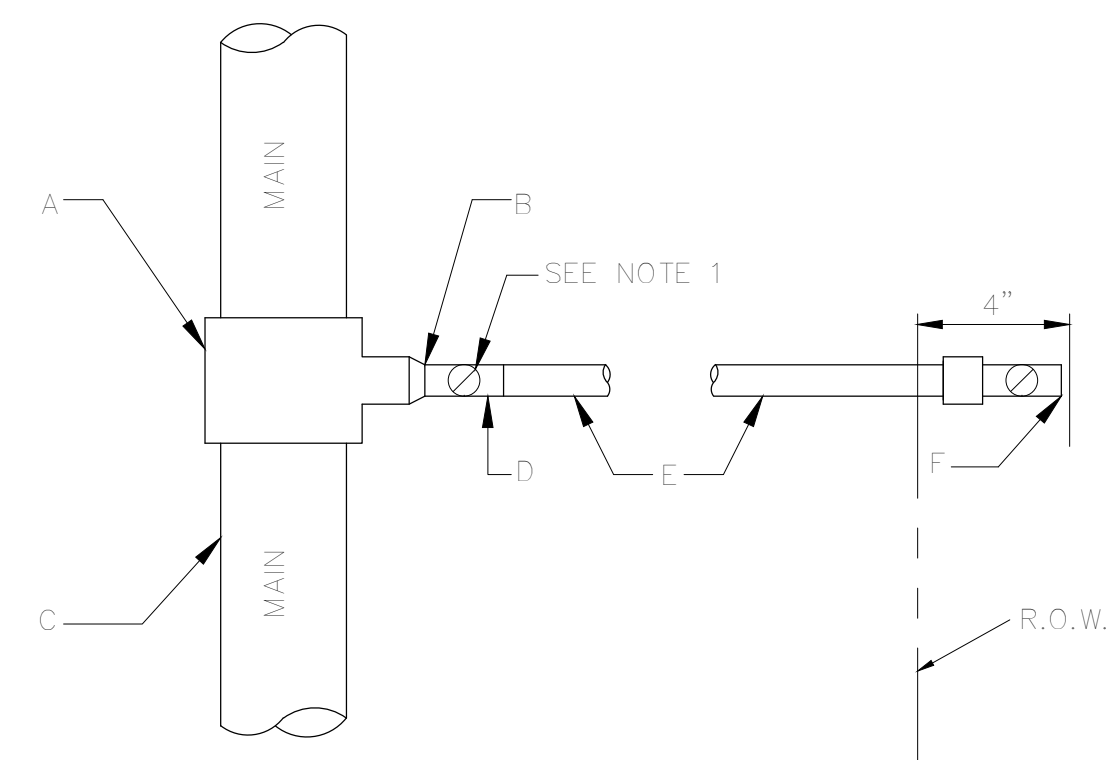
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78733 (512) 239-5263



DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF McALLEN ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON APRIL 24, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
 - MH SANITARY SEWER MANHOLE
 - ⊗ X FIRE HYDRANT
 - ⊗ W WATER VALVE
 - ⊗ G GAS METER
 - ⊗ M MAIL BOX
 - ⊗ S STREET LIGHT
 - PP POWER POLE
 - MH STORM DRAIN MANHOLE
 - ⊗ G GAS MARKER (CONNECTION)
- R.O.W. RIGHT OF WAY
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 P-E PROPERTY LINE TO EDGE OF ASPHALT
 E-E EDGE OF ASPHALT TO EDGE OF ASPHALT
 H.C.D.R. HIDALGO COUNTY DEED RECORDS
 H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
 H.C.M.R. HIDALGO COUNTY MAP RECORDS

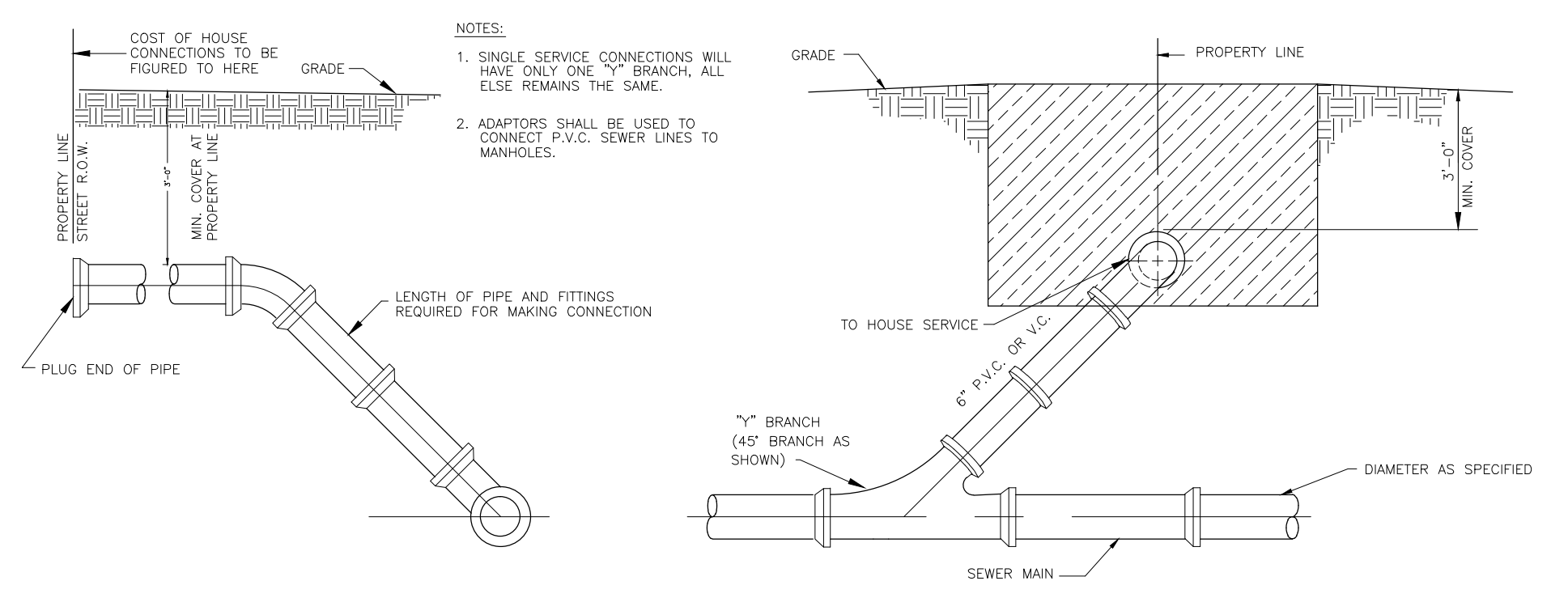


- CONSTRUCTION NOTES**
- A. DOUBLE STRAP BRONZE SERVICE SADDLE
 - B. 2" X 3/4" REDUCER (IF NEEDED)
 - C. WATER MAIN (C900,C905 DR-18 CLASS 150)
 - D. 3/4" CORPORATION STOP.
 - E. 1" SERVICE LINE, POLYETHYLENE WATER TUBING, "TOUGH TUBING" ASTM D3747 OR APPROVED EQUAL
 - F. 3/4" CORPORATION STOP

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

SINGLE SERVICE WATER CONNECTION

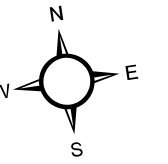
SCALE : N.T.S.



SCALE : N.T.S.

- NOTES:**
1. SINGLE SERVICE CONNECTIONS WILL HAVE ONLY ONE "Y" BRANCH, ALL ELSE REMAINS THE SAME.
 2. ADAPTORS SHALL BE USED TO CONNECT P.V.C. SEWER LINES TO MANHOLES.

PRAYER GARDENS SUBDIVISION



Legend

- Lift Station
- Prop Hydrants
- Prop Manholes
- GISDATA.SDE.Lot_lines
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water

Water Lines

- Potable
- Raw Water, Active
- Reclaimed Water

Manholes

- Manholes

Sewer Lines

- Force Main
- Gravity



AGENDA ITEM 2.h.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/20/2025

MEETING DATE 5/28/2025

1. Agenda Item: Approval of Christian's Manor Subdivision (1 Lot / Apartments)

2. Party Making Request:
Leticia Puentes, Subdivision Coordinator/designer

3. Nature of Request: Request for MPUB approval from the developer of the proposed subdivision.

4. Budgeted:

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

5. Reimbursement: N/A

6. Routing:
Leticia Puentes Created/Initiated - 5/20/2025

7. Staff's Recommendation: Staff recommends approval of subdivision with the conditions set forth.

8. City Attorney: Approve. -AWS

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. Rodríguez, Asst. General Manager

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 16, 2025

SUBJECT: **Christian's Manor Subdivision; Consideration and Approval**

This property is located approximately 650 feet west of the intersection between S 23rd Street & Jordan Road. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 1.396 acres and is being proposed as R-3A, Apartments.

The subdivision application was originally filed with the City on February 6, 2025 and received preliminary P&Z approval on March 18, 2025. The information required from the developer's engineer for this agenda was received on May 16, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 12-inch water line extending an 8-inch line through the property and looping into an existing 4-inch line. The applicant is proposing to install a fire hydrant at the center of the property.
2. **Wastewater Service:** The applicant is proposing to connect to an existing 8-inch sewer line at the north side of the property extending an 8-inch line through the property.
3. Developer has submitted a Reimbursement Waiver.

Staff recommend 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, and where the main utility lines will be installed; and 2.) Installation of the proposed public utility infrastructure be constructed as proposed.

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



May, 06 2025

McAllen Public Utilities
1300 Houston Ave,
McAllen, Texas 78501
956-681-1630

**Re: Christian's Manor Subdivision
Utility Narrative**

Christian's Manor Subdivision is a 1-lot apartment complex subdivision located on the north side of Jordan Rd. and approximately 600 feet west of S 23rd St.

Waterline Improvements

The proposed development will be serviced by an internal 8" water line that will connect to the existing 12" waterline on the north side of Jordan Road. The line will be installed within the development along the proposed utility easement and looped to an existing 8" line on the north side of the subdivision. Services will be provided in accordance with MPUB standards to each unit. One (1) fire hydrant will be proposed.

Sanitary Sewer Improvements

The proposed development will be serviced by an internal 8" sanitary sewer line that will connect to the existing 8" sanitary sewer line on the existing alley located on the north side of the subdivision. The line will be installed within the development along the proposed utility easement and will end on a proposed sanitary sewer manhole. The 6" services to each unit will be installed in accordance with MPUB standards. Two (2) manholes are being installed throughout the project.

Should you have any questions or require any additional information, please contact me at (956) 403-9787.

Respectfully,

Jose Noe Saldivar, P.E., CFM.
President/Senior Project Manager
Cell (956) 403-9787
s2engineering.ns@gmail.com

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 The RGV Inclusive Project, Inc. hereinafter called the DEVELOPER.

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

Christian's Manor Subdivision and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by S2 Engineering PLLC dated 5-6-25, 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 _____, 2025.

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

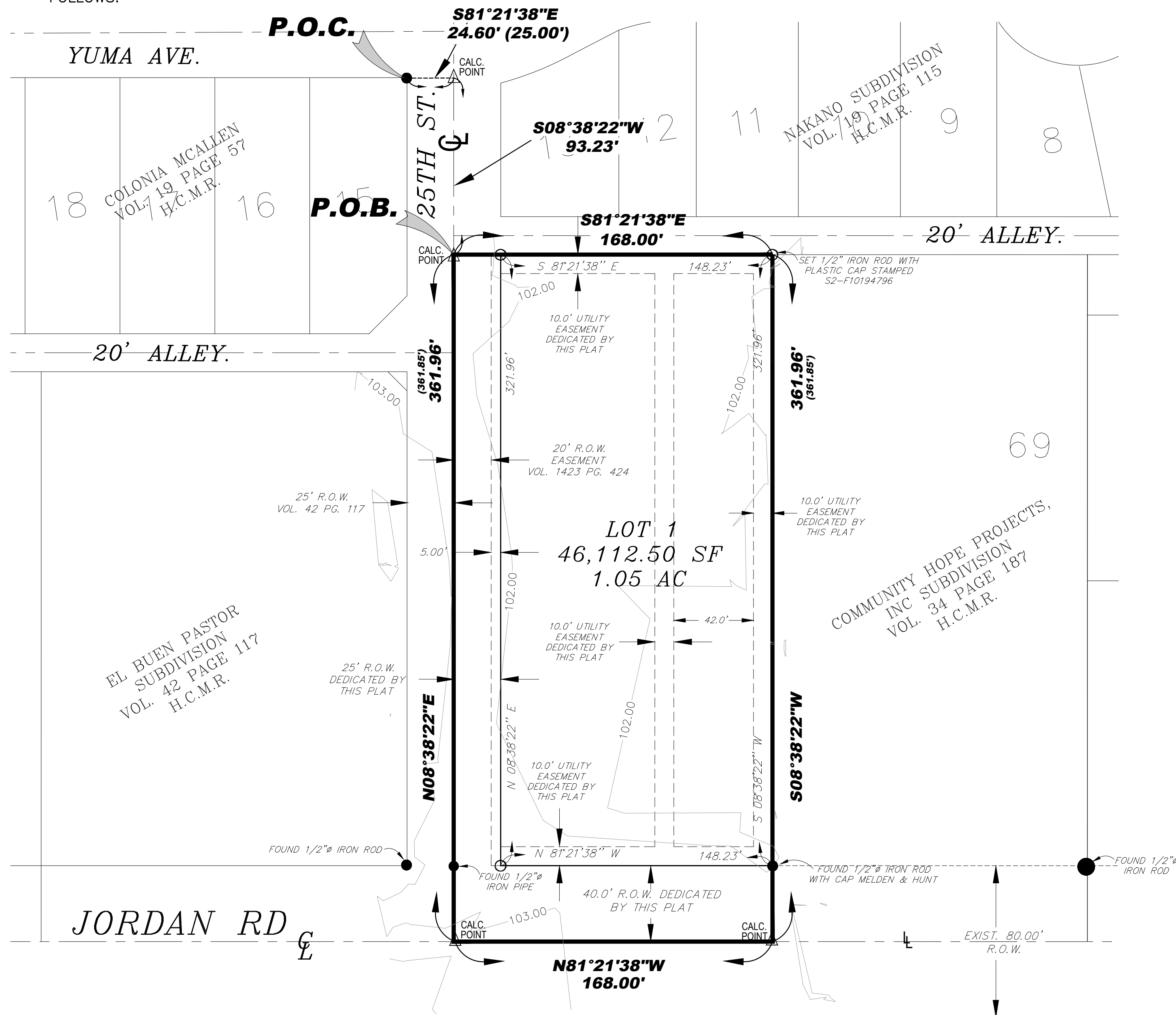
ATTEST:

Board Secretary

DEVELOPER
BY: Eduardo Cantu
Address: Eduardo Cantu, Director
The RGV Inclusive Project Inc.
2912 S. Jackson Rd
McAllen Tx 78503

SUBDIVISION PLAT OF: CHRISTIAN'S MANOR SUBDIVISION

A 1.396-ACRE (1.386) TRACT OF LAND OUT OF LOT 69, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 5, PAGE 27, HIDALGO COUNTY MAP RECORDS, TEXAS, AND OUT OF A 2.76 ACRE TRACT CONVEYED TO COMMUNITY HOPE PROJECTS, INC., A TEXAS NONPROFIT CORPORATION AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED WITH REVISIONARY CLAUSES AND CONDITIONAL LIMITATIONS RECORDED IN DOCUMENT No. 1631573, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, DATED JUNE 23 2006 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.



METES AND BOUNDS:

A 1.396-ACRE (1.386) TRACT OF LAND OUT OF LOT 69, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 5, PAGE 27, HIDALGO COUNTY MAP RECORDS, TEXAS, AND OUT OF A 2.76 ACRE TRACT CONVEYED TO COMMUNITY HOPE PROJECTS, INC., A TEXAS NONPROFIT CORPORATION AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED WITH REVISIONARY CLAUSES AND CONDITIONAL LIMITATIONS RECORDED IN DOCUMENT No. 1631573, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, DATED JUNE 23 2006 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST CORNER OF LOT 15 OF COLONIA McALLEN SUBDIVISION No. 3, AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 19, PAGE 57, HIDALGO COUNTY MAP RECORDS, TEXAS, SAID LOT 15 BEING CONVEYED TO JESUS GERARDO CANTU AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN DOCUMENT No. 1393525, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, THENCE, S 81° 21' 38" E, A DISTANCE OF 24.60 FEET (25.00') TO A CALCULATED POINT ON THE CENTERLINE OF 25TH STREET (50.00' WIDE R.O.W.) THENCE, S 08° 38' 22" W, ALONG THE CENTERLINE OF SAID 25TH STREET, SAME BEING THE WEST LINE OF LOT 69, OF SAID McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, A DISTANCE OF 93.23 FEET TO A CALCULATED POINT ON THE SOUTHWEST CORNER OF NAKANO SUBDIVISION, AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 19, PAGE 115, HIDALGO COUNTY MAP RECORDS, TEXAS, SAME BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY OF SAID NAKANO SUBDIVISION FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE, S 81° 21' 38" E, ALONG THE SOUTH LINE OF SAID 20-FOOT ALLEY, AT A DISTANCE OF 19.77 FEET (20.00') PASSING THE EAST LINE OF A 20-FOOT EASEMENT RECORDED IN VOLUME 1423, PAGE 424, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS AND CONTINUING A TOTAL DISTANCE OF 168.00 FEET TO A 1/2-INCH IRON ROD SET WITH PLASTIC CAP STAMPED S2-F10194796, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, S 08° 38' 22" W, PARALLEL WITH THE WEST LINE OF SAID LOT 69, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, AT A DISTANCE OF 321.96 FEET PASSING A 1/2-INCH IRON ROD FOUND ALONG THE NORTH RIGHT OF WAY LINE OF JORDAN ROAD (80.00' WIDE R.O.W.) AND CONTINUING A TOTAL DISTANCE OF 361.96 FEET (361.85') TO A CALCULATED POINT ALONG THE CENTER LINE OF JORDAN ROAD, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, N 81° 21' 38" W, ALONG THE CENTER LINE OF JORDAN ROAD (80.00' WIDE R.O.W.) SAME BEING THE SOUTH LINE OF SAID LOT 69, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, A DISTANCE OF 168.00 FEET TO A CALCULATED POINT ON THE INTERSECTION OF JORDAN ROAD (80.00' WIDE R.O.W.) AND 25TH STREET (50.00' WIDE R.O.W.) SAME BEING THE SOUTHWEST CORNER OF SAID LOT 69 FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, N 08° 28' 22" E, ALONG THE WEST LINE OF SAID LOT 69, SAME BEING THE EAST LINE OF EL BUEN PASTOR SUBDIVISION AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 42, PAGE 117, HIDALGO COUNTY MAP RECORDS, TEXAS, AT A DISTANCE OF 39.98 FEET TO A 1/2-INCH IRON PIPE FOUND ALONG THE NORTH RIGHT OF WAY LINE OF JORDAN ROAD (80.00' WIDE R.O.W.) AND ALONG THE CENTERLINE OF SAID 25TH STREET, CONTINUING A TOTAL DISTANCE OF 361.96 FEET (361.85') TO THE POINT OF BEGINNING AND CONTAINING 1.396-ACRE (1.386) TRACT OF LAND, MORE OR LESS.

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO A 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING). COMMUNITY-PANEL NUMBER: 480343-0010. C. REVISED DATE: NOVEMBER 2, 1982.
- REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 9.765 CUBIC FEET. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON PROPOSED DETENTION POND LOCATED ON THE WEST SIDE OF THE PROPERTY AS PER WATER WILL THEN DISCHARGE TO THE EXISTING CITY OF McALLEN STORM SYSTEM THROUGH AN INLET LOCATED ON THE SOUTH SIDE OF THE PROPERTY. DETENTION EXCAVATION WILL BE PROVIDED AT THE TIME OF SITE PLAN AND BUILDING PERMIT APPROVAL STAGE. AGE DITCH LOCATED ON THE SOUTH SIDE OF THIS PROPOSED DEVELOPMENT.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 104.50 OR 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- MINIMUM BUILDING SETBACK LINES:
FRONT15.00' OR GREATER FOR EASEMENTS
REAR5.00' OR GREATER FOR EASEMENTS
SIDE10.00' OR GREATER IN ACCORDANCE WITH ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS, WHICHEVER IS GREATER APPLIES.
CORNER10.00' OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES
GARAGE18.00' EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES.
- 4 FT WIDE MINIMUM SIDEWALK REQUIRED ON JORDAN ROAD AND SOUTH 25TH STREET
- ALL LOT CORNERS SET HALF INCH (1/2) IRON RODS OR AS NOTED.
- BENCHMARK NOTE: CITY OF McALLEN No. MC 87, EAST SIDE OF McCOLL ROAD AND SOUTH SIDE OF PECAN BLVD NEXT TO THE U.S. POST OFFICES ELEVATION 115 FEET.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO WATER IMPROVEMENT DISTRICT NO. 1, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
- EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED BY THIS PLAT.
- 6 FT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES
- AN 8 FT MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL INDUSTRIAL OR MULTIFAMILY RESIDENTIAL ZONES/USES.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF McALLEN ENGINEER DEPARTMENT, SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG JORDAN ROAD.
- COMMON AREAS, ANY PRIVATE STREETS/DRIVES, GATE AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NO THE CITY OF McALLEN.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS CHRISTIAN'S MANOR SUBDIVISION, DO HEREBY GRANT AND EASEMENT TO THE CITY OF McALLEN AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREIN SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF McALLEN, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF McALLEN, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

FELIPE CAVAZOS
RGV Inclusive Project, Inc.
2912 S. Jackson Rd
McAllen, Texas 78503

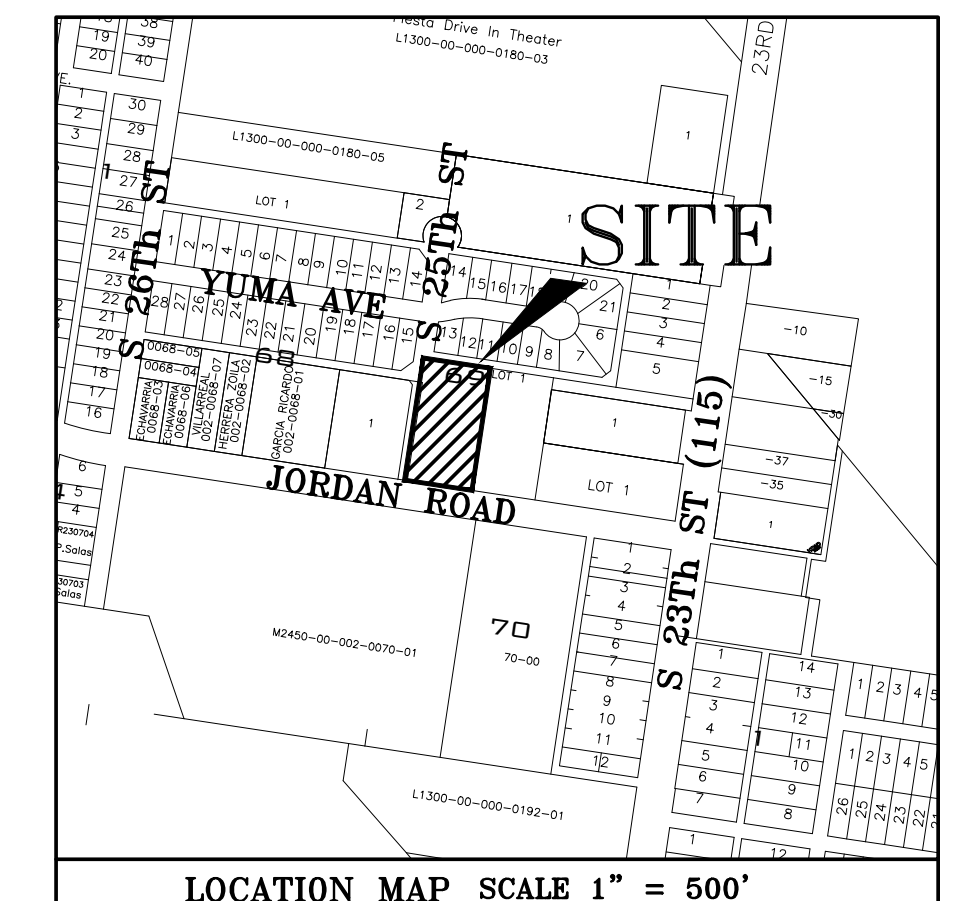
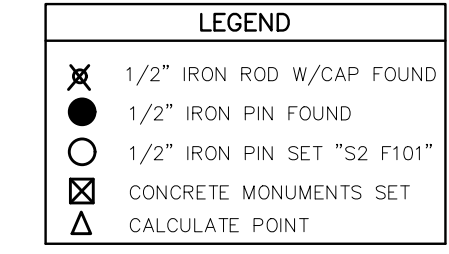
DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, PROVIDED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DE-CLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC- STATE OF TEXAS



LOCATION OF SUBDIVISION WITH RESPECT TO THE HIDALGO COUNTY AREA:
PALMER PAVILION SUBDIVISION IS LOCATED SOUTH HIDALGO COUNTY TEXAS, ON THE NORTH SIDE OF JORDAN RD BETWEEN S 26TH ST AND S 23TH ST. THE NEAREST MUNICIPALITY IS THE CITY OF McALLEN (POPULATION 147,888 - 2024 CENSUS). THIS SUBDIVISION LIES WITHIN THE CITY'S LIMITS OF McALLEN, HIDALGO COUNTY, TEXAS UNDER LOCAL GOVERNMENT CODE 42.02 PRECINCT NO. 2.

STATE OF TEXAS
CITY OF McALLEN
PLANNING AND ZONING COMMISSION

I, EDGAR GARCIA, DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT OF THE CITY OF McALLEN, HEREBY CERTIFY THIS CHRISTIAN'S MANOR SUBDIVISION PLAT WHICH CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS _____ DAY OF _____, 20____.

EDGAR GARCIA
DIRECTOR OF PLANNING

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 1

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 1
DATE THIS _____ DAY OF _____, 20____.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 RIGHTS-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HIDALGO COUNTY IMPROVEMENT DISTRICT NO. 1.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HICD1 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, HICD1 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HICD1 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
- HICD1 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTION THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO COUNTY IMPROVEMENT DISTRICT NO. 1.



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

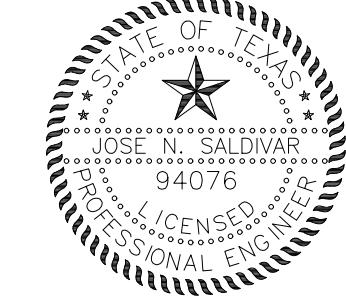
STATE OF TEXAS
COUNTY OF HIDALGO
I, RESTITUTO A. ASCANO, III, A REGISTERED PROFESSIONAL PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF McALLEN SUBDIVISION ORDINANCE AND ALL STATES GOVERNING SURVEYS.

PRELIMINARY
RESTITUTO A. ASCANO, III, R.P.L.S. DATE _____
R.P.L.S. No. 6225



STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

PRELIMINARY
JOSE N. SALDIVAR, P.E., C.F.M. LICENSED PROFESSIONAL ENGINEER No. 94076
S2 ENGINEERING, PLLC.
2020 E. GRIFFIN PKWY
MISSION, TEXAS 78574



PRINCIPAL CONTACTS:			
Name	Address	City & Zip	Phone
OWNER: The RGV Inclusive Project Inc	2912 S. Jackson Rd	McALLEN, TEXAS 78503	(956)787-1891
ENGINEER: JOSE N. SALDIVAR P.E., C.F.M.	2020 E GRIFFIN PKWY	MISSION, TEXAS 78574	(956)403-9787
SURVEYOR: RESTITUTO A. ASCANO III	2020 E GRIFFIN PKWY	MISSION, TEXAS 78574	(956)403-9787

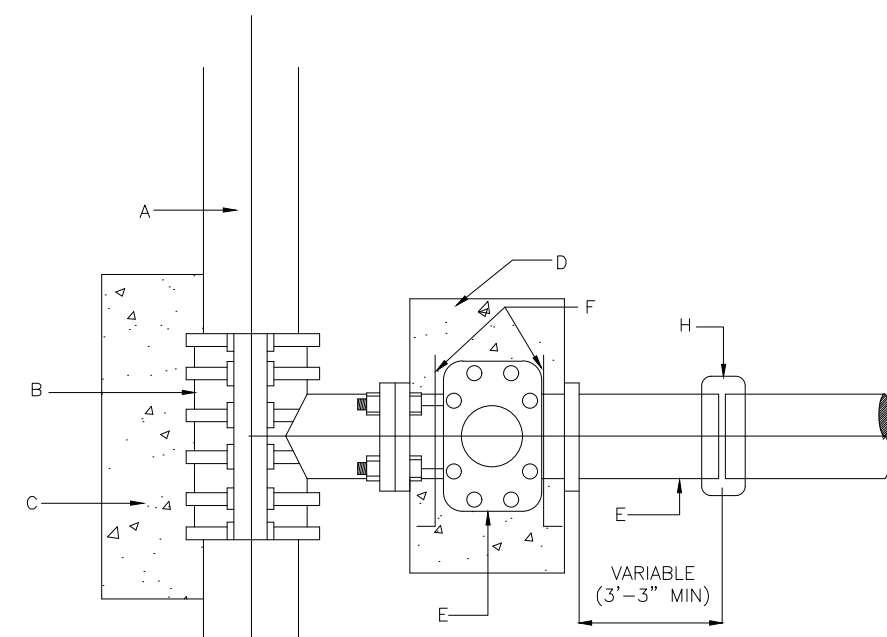


WATER DISTRIBUTION : CHRISTIAN'S MANOR SUBDIVISION



PRELIMINARY

CHRISTIAN'S MANOR SUBDIVISION
WATER SYSTEM DISTRIBUTION



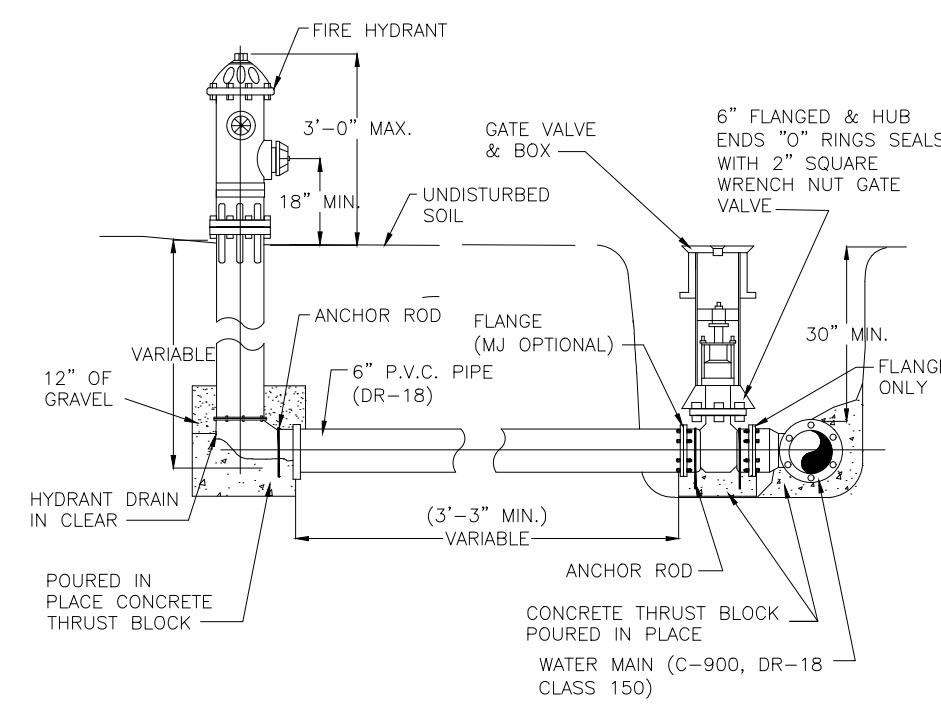
CONSTRUCTION NOTES:

- WATER MAIN (SEE PLANS AND SPECIFICATION)
- TAPPING SLEEVE (SIZE AS REQUIRED)
- CONCRETE SUPPORT UNDER TAPPING SLEEVE AND BEHIND THRUST BLOCK AS PER SPECIFICATIONS
- FLANGED AND HUB ENDS "O" RING SEALS WITH 2" SQUARE WRENCH NUT GATE VALVE
- ANCHOR RODS
- PVC PIPE
- SIMPLEX COUPLING

GENERAL NOTES:

- ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.

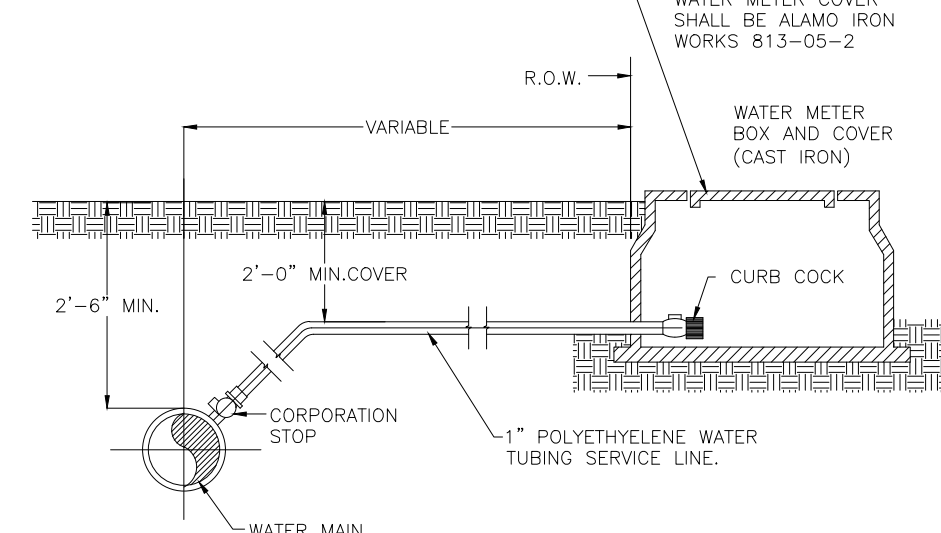
WATER TAPPING SLEEVE & VALVE INSTALLATION



NOTES:

- FIRE HYDRANT ELEVATIONS WILL BE SET BY THE ENGINEER
- FLANGE MUST BE AT FINISHED GRADE OR 3" TO 6" ABOVE 2. FLANGE MUST BE AT FINISHED GRADE OR 3" TO 6" ABOVE TOP OF CURB.
- FLANGED GATE VALVE INSTALLATION TO BE USED WITH 10" WATER LINES OR GREATER.
- BBF TEES TO BE USED WITH 10" WATER LINE OR GREATER BBF TEES TO BE USED WITH SMALLER DIA. PIPES.
- ACCEPTABLE HYDRANT BRANES ARE MUELLER, AND KENNEDY.

TYPICAL FIRE HYDRANT INSTALLATION



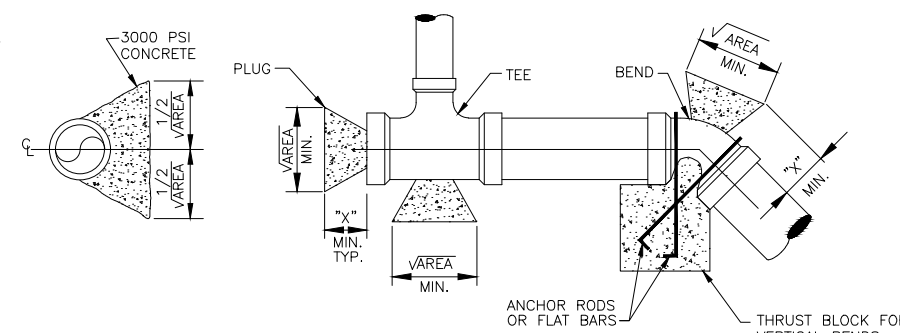
NOTES:

- ALL SERVICE CONNECTIONS NEED TO HAVE A MIN. 2'-0" COVER FROM FINISHED GRADE
- WATER METER COVER SHALL BE ALAMO IRON WORKS 813-05-2
- ALL WATER MAINS HAVE 30 INCHES OF COVER FROM FINISHED GRADE
- METER BOX SHALL BE CAST IRON
- ALL CONCRETE TO HAVE A MIN. 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.
- 2" GATE VALVE ONLY REQUIRED FOR 2" SERVICE
- POLYETHYLENE TUBING ACCEPTABLE FOR LINE SIZES 1" OR LESS. SCHEDULE 40 PVC REQUIRED FOR LINE SERVICES GREATER THAN 1".

CONSTRUCTION NOTES:

- WATER VALVE COVER
- CURB COCK
- METER BOX & METER PROVIDED
- WATER TUBING SERVICE LINE
- CORPORATION STOP
- WATER MAIN

TYPICAL SERVICE CONNECTION WITH METER BOX

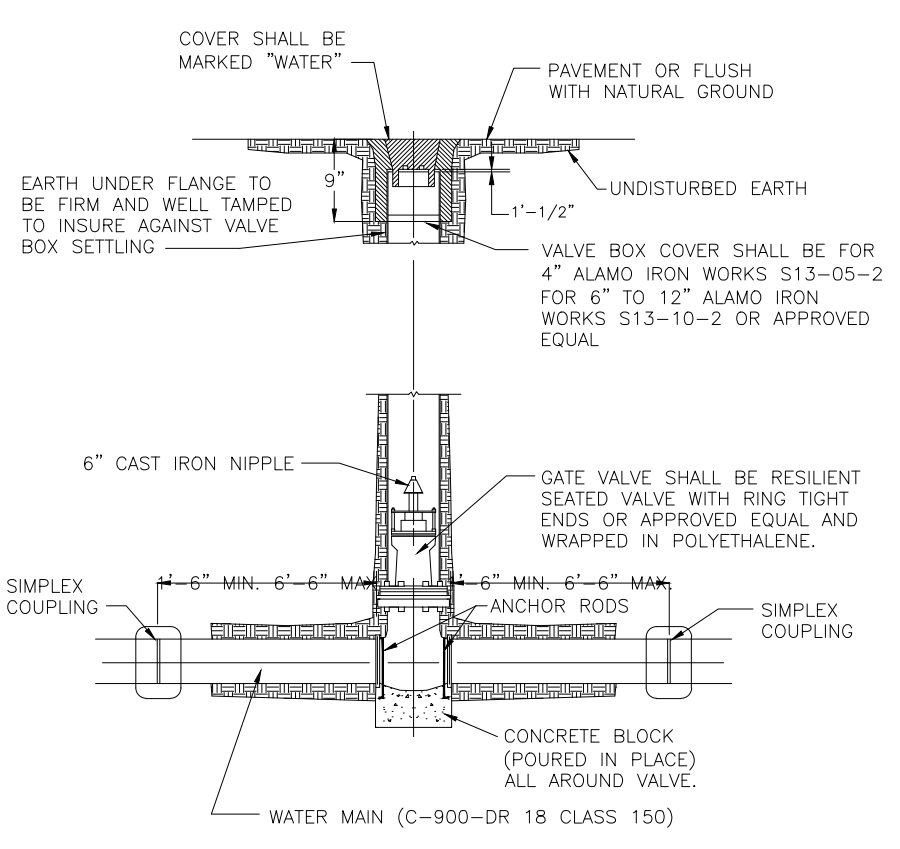


DIAMETER (IN.)	THRUST BLOCK REQUIREMENTS VS. FITTING TYPE				
	90° BEND	45° BEND	22.5° BEND	11.25° BEND	END/TEE
4	1.4	1.9	3.839	1.0	2.077
6	1.4	2.8	4.0	7.932	2.1
8	1.25	4.8	6.8	13.646	3.7
10	1.25	7.3	10.3	20.528	5.6
12	1.50	10.3	14.3	28.030	7.9
14	1.75	13.8	19.3	38.001	10.6
16	2	17.8	25.2	50.442	13.6

NOTES:

- THRUST BLOCKING TO BE PLACED AT ALL DEAD ENDS, TEES, BENDS, WYES, AND REDUCERS AND OTHER AREAS THAT REQUIRE THRUST RESISTANCE.
- MINIMUM AREAS SHOWN ARE IN SQUARE FEET, BLOCK WEIGHTS FOR VERTICAL BENDS ARE IN POUNDS.
- THRUST BLOCK AREAS SHOWN ARE BASED ON A TEST PRESSURE OF 150 P.S.I., SOIL BEARING PRESSURE OF 2,000 P.S.F. AND MINIMUM 30" COVER. IF REQUIRED TEST PRESSURE IS LESS OR THE SOIL BEARING CAPACITY IS GREATER, THE CONTRACTOR MAY, AFTER APPROVAL BY THE ENGINEER, REDUCE THE THRUST BLOCK AREA SHOWN. THRUST BLOCKING AREA SHALL BE INCREASED IF SOIL BEARING CAPACITY IS LESS THAN 2,000 P.S.F.
- AT DOWNWARD VERTICAL BENDS, PIPING SHALL BE RESTRAINED BY THRUST BLOCK AS SHOWN WITH WEIGHT INDICATED IN THE TABLE. ANCHOR RODS OR FLAT BARS SHALL BE STAINLESS STEEL.
- BEARING MUST BE ON UNDISTURBED EARTH.
- USE 3,000 PSI CONCRETE.
- RESTRAINING JOINTS MAY BE REQUIRED AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER
- THRUST BLOCK SHALL BEAR ON FULL 180° OF CIRCUMFERENCE OF PIPE.

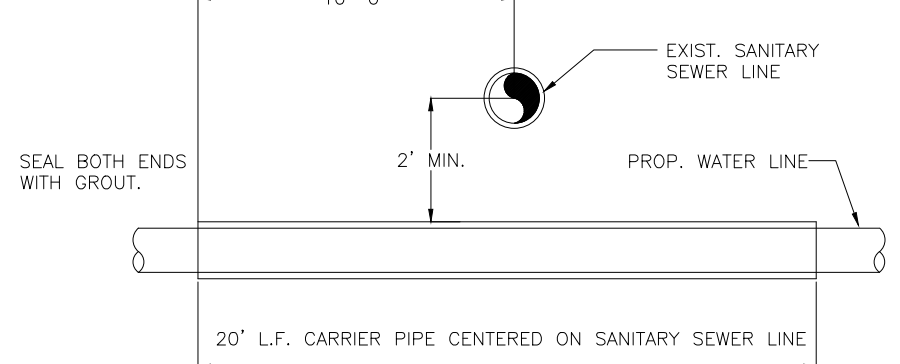
CONCRETE THRUST BLOCKS



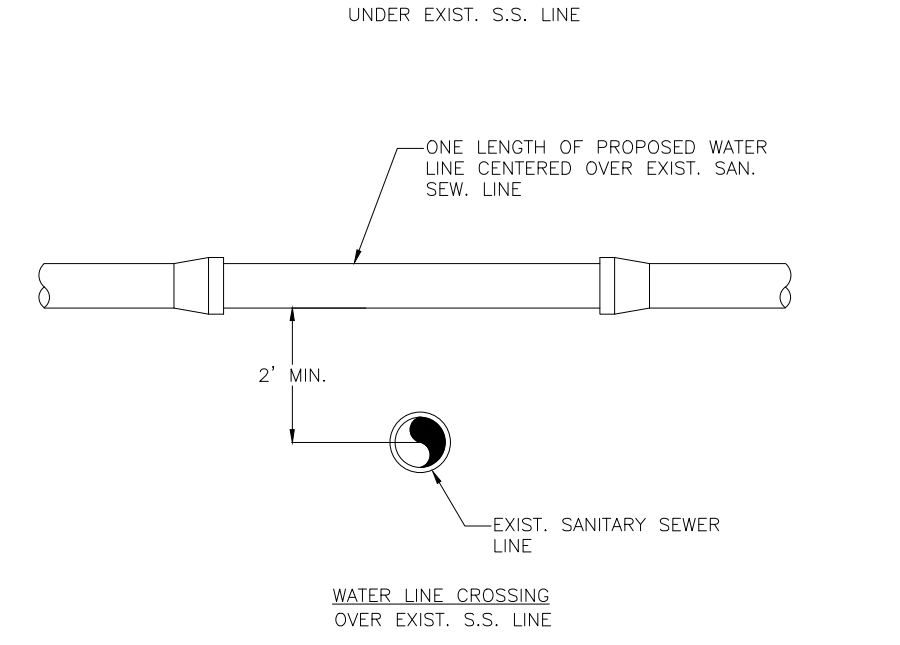
NOTES:

- CAST IRON BOOT TO BE USED IN HEAVY TRAFFIC AREAS CONCRETE BLOCK (POURED IN PLACE)

TYPICAL VALVE & VALVE BOX



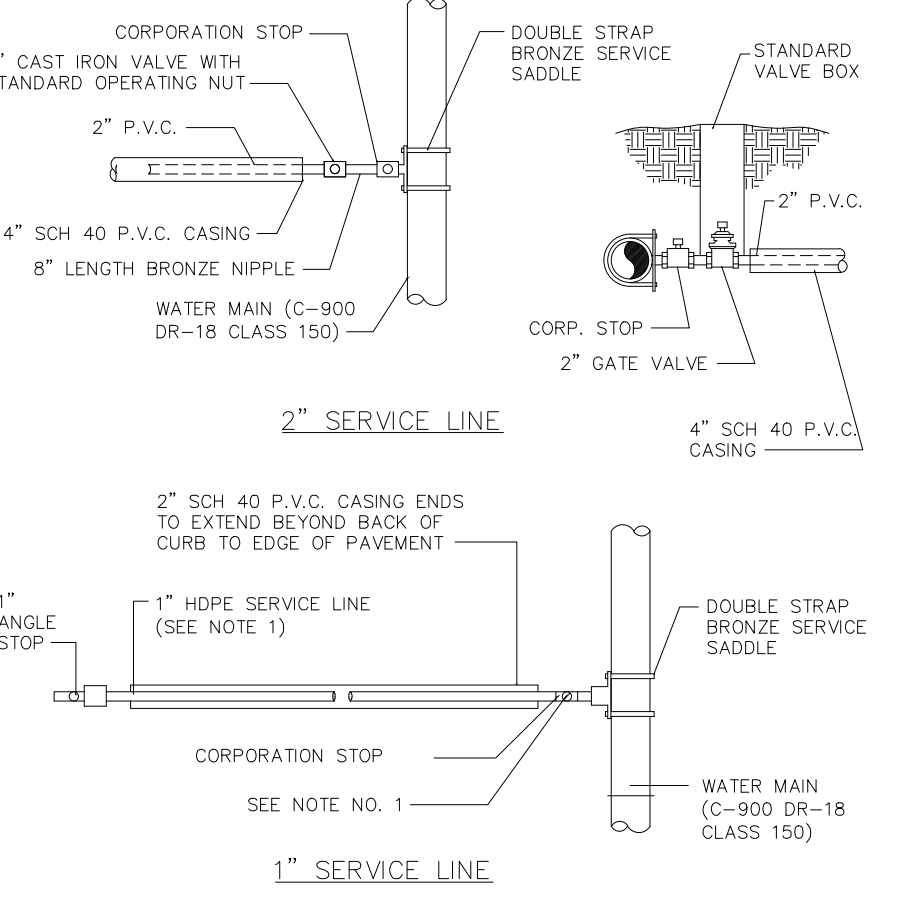
WATER LINE CROSSING UNDER EXIST. S.S. LINE



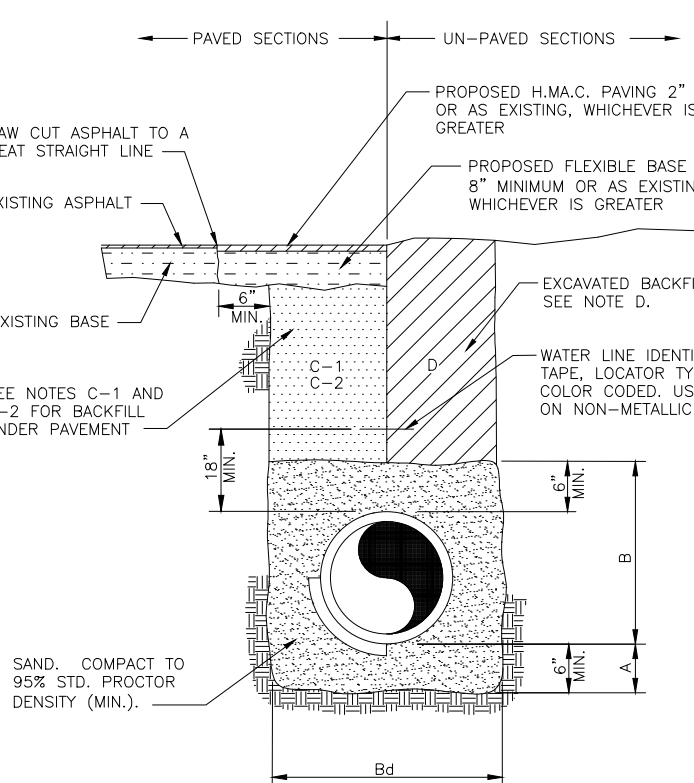
WATER LINE CROSSING DETAIL

NOTES:

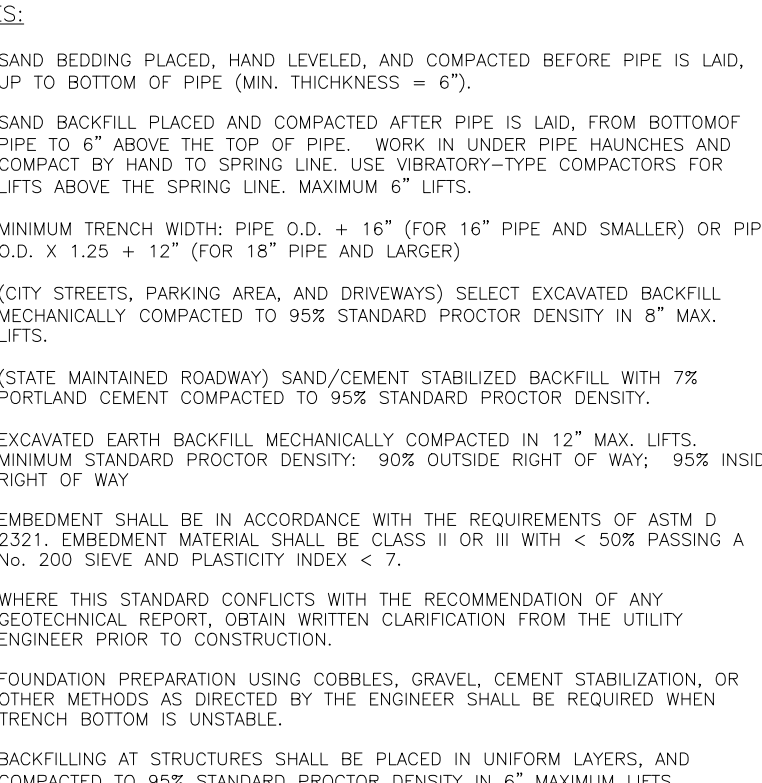
- SERVICE LINES GREATER THAN 1" REQUIRE P.V.C. SCHEDULE 40 PIPE.
- 1" SERVICE LINES SHALL BE 30R-9, HDPE, ASTM D-2737
- 2" SERVICES REQUIRE BOTH CORP. STOP AND CAST IRON VALVE.
- ONE SERVICE REQUIRED FOR EACH LOT.
- 2" ANGLE STOPS REQUIRED FOR 2" SERVICES AT METER LOCATION.
- A U-BRANCH FITTING REQUIRED FOR 1" SERVICES AT METER LOCATION.



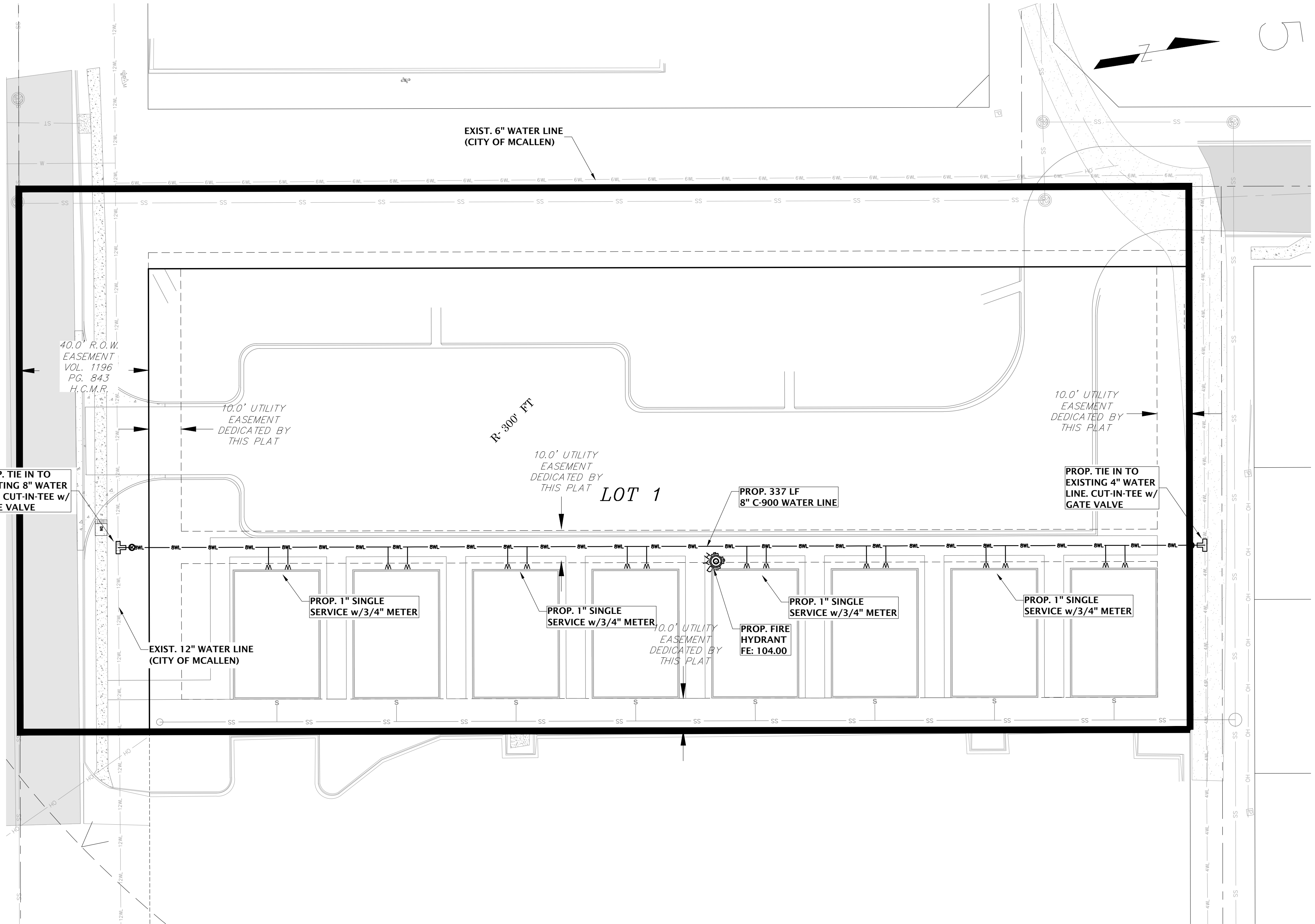
TYPICAL WATER SERVICE DETAIL



WATER LINE AND SEWER FORCE MAIN BEDDING DETAIL SHEET 1 OF 2



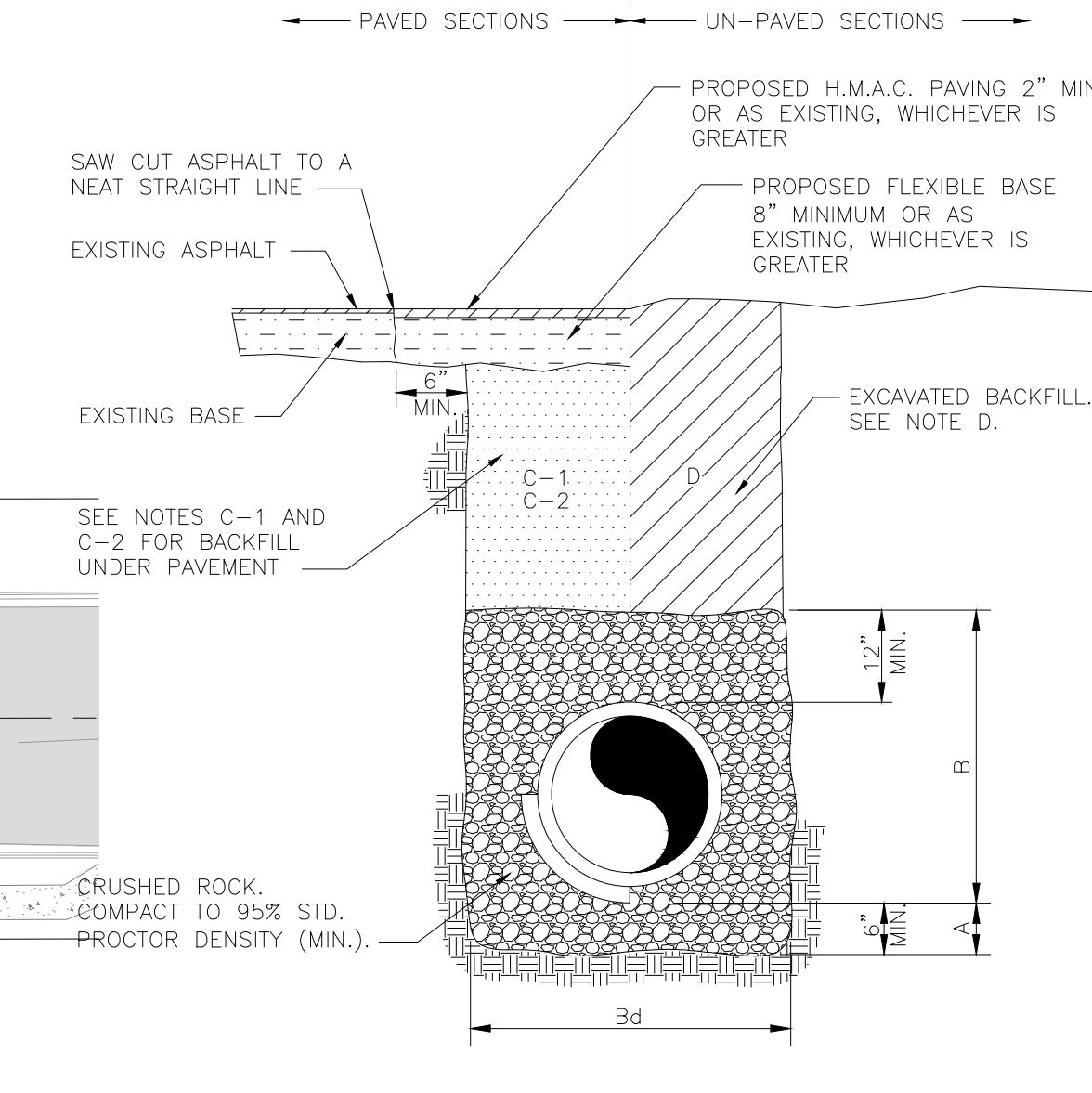
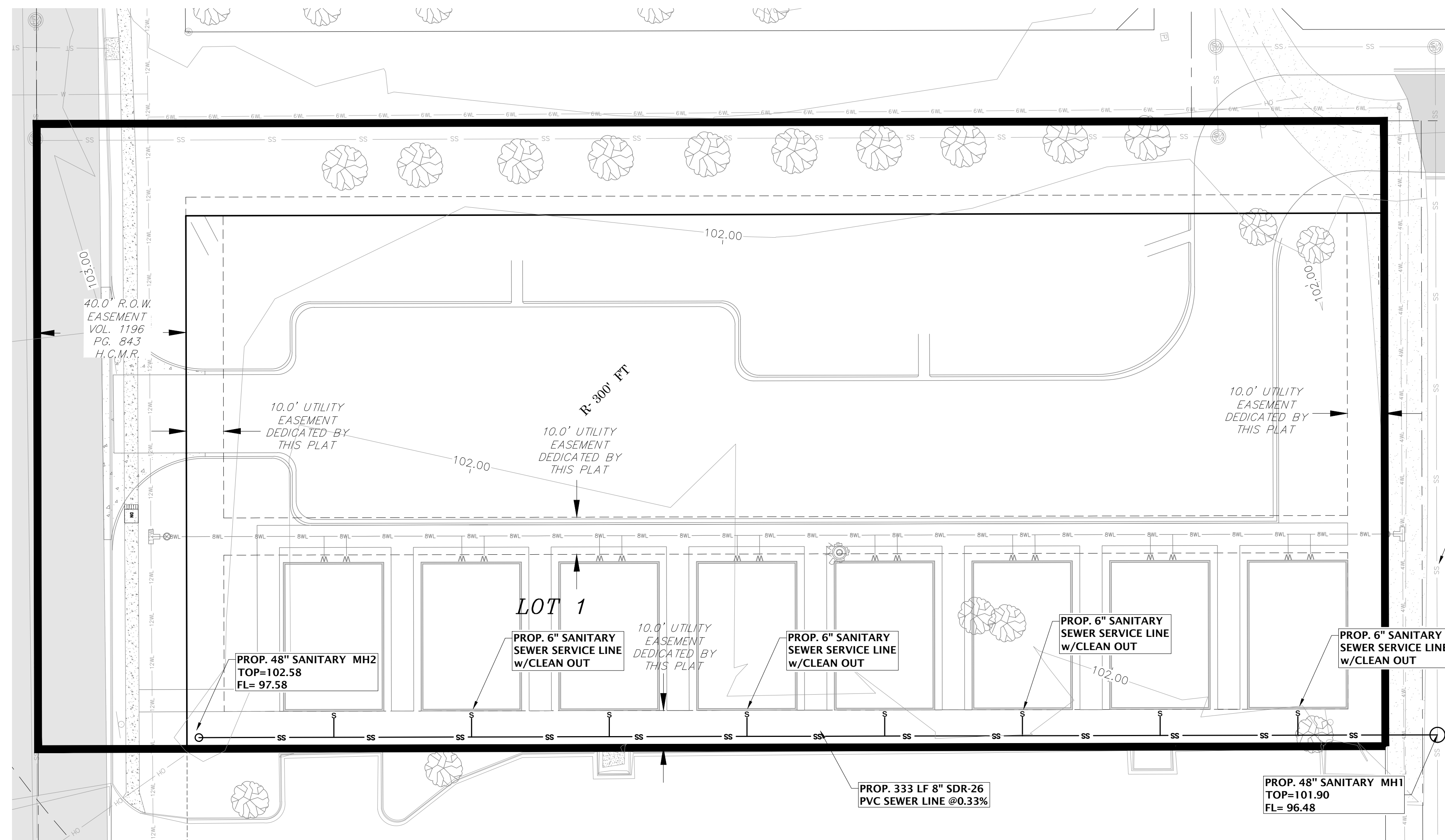
WATER LINE AND SEWER FORCE MAIN BEDDING DETAIL SHEET 2 OF 2



S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
2020 E. GRIFFIN BLVD., SUITE 100
DALLAS, TEXAS 75246
956-403-9787
S2ENGINEERING@GMAIL.COM



SANITARY SEWER DISTRIBUTION OF: CHRISTIAN'S MANOR SUBDIVISION



- GENERAL NOTES:**
- 3/4 CRUSHED ROCK BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE.
 - CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12\"/>
 - MINIMUM TRENCH WIDTH: PIPE O.D. + 16\"/>
 - (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8\"/>
 - (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12\"/>
- EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS 1A (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 50% PASSING A No. 4 SIEVE. MAXIMUM 3/4\"/>

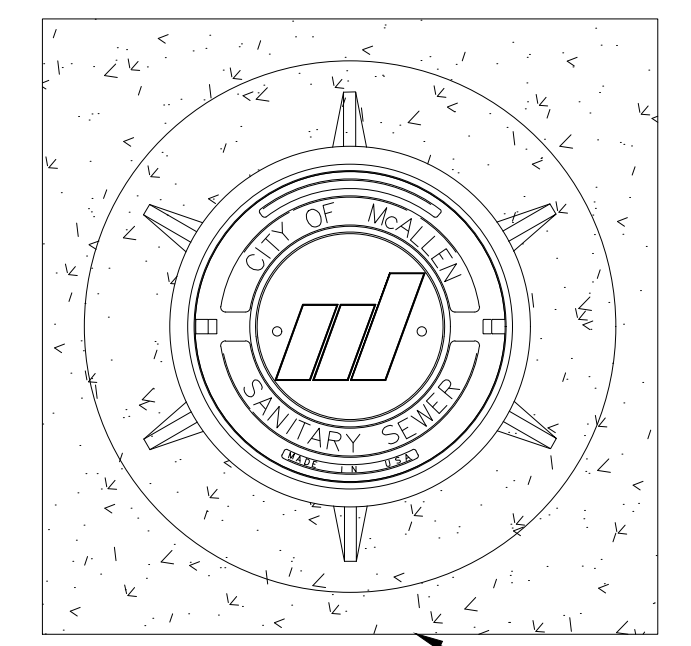
IN SATURATED OR UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY (SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS).

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

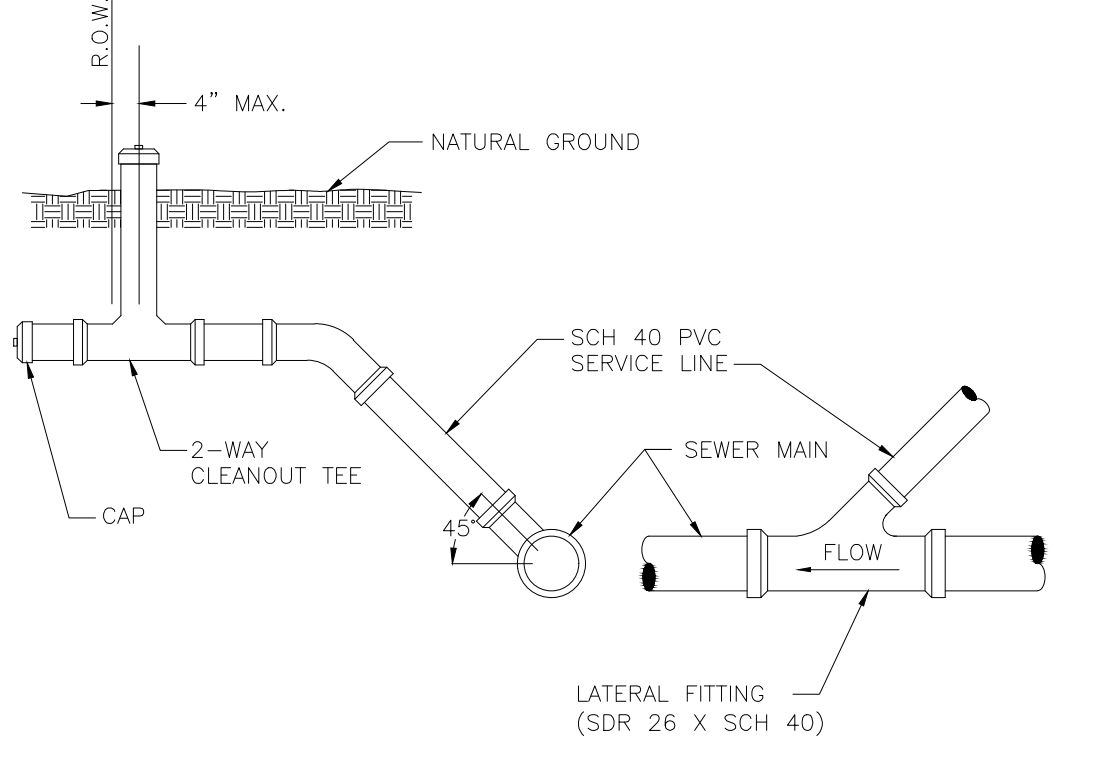
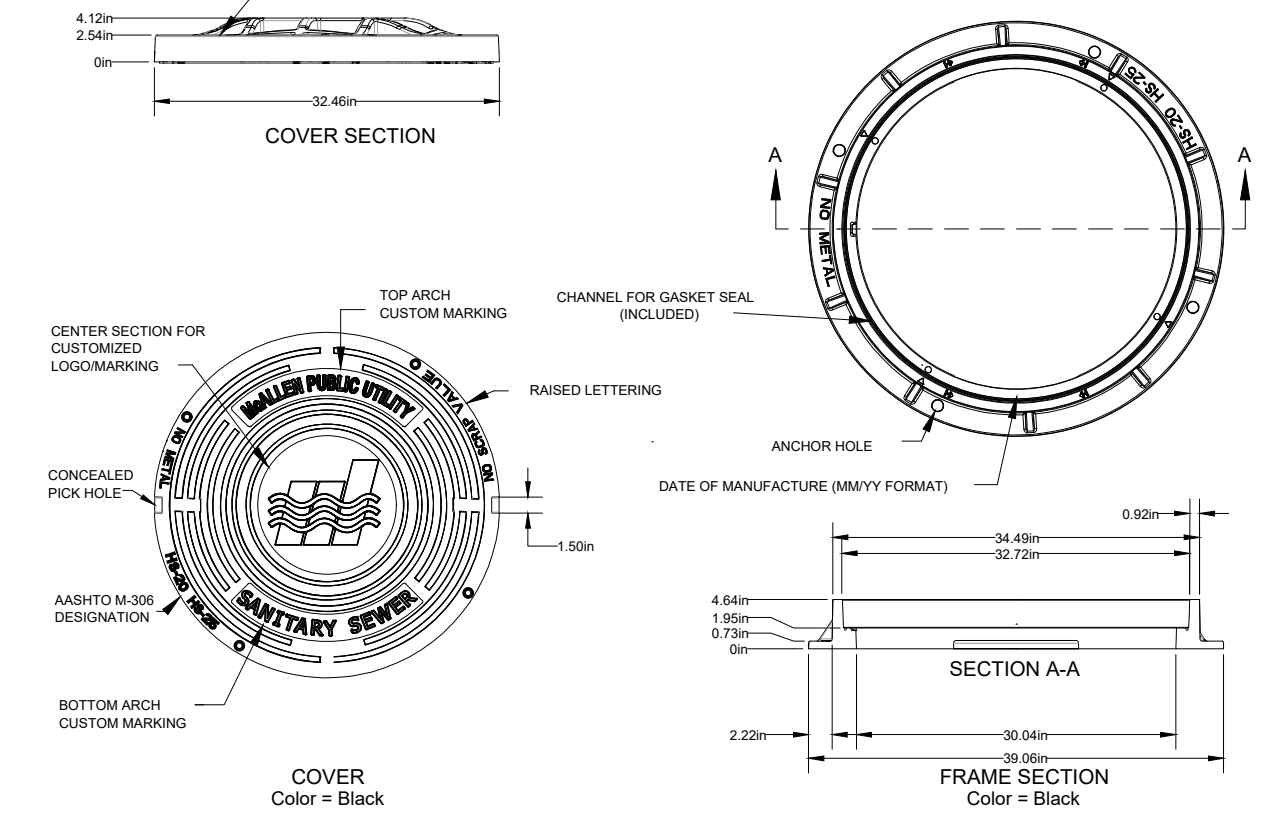
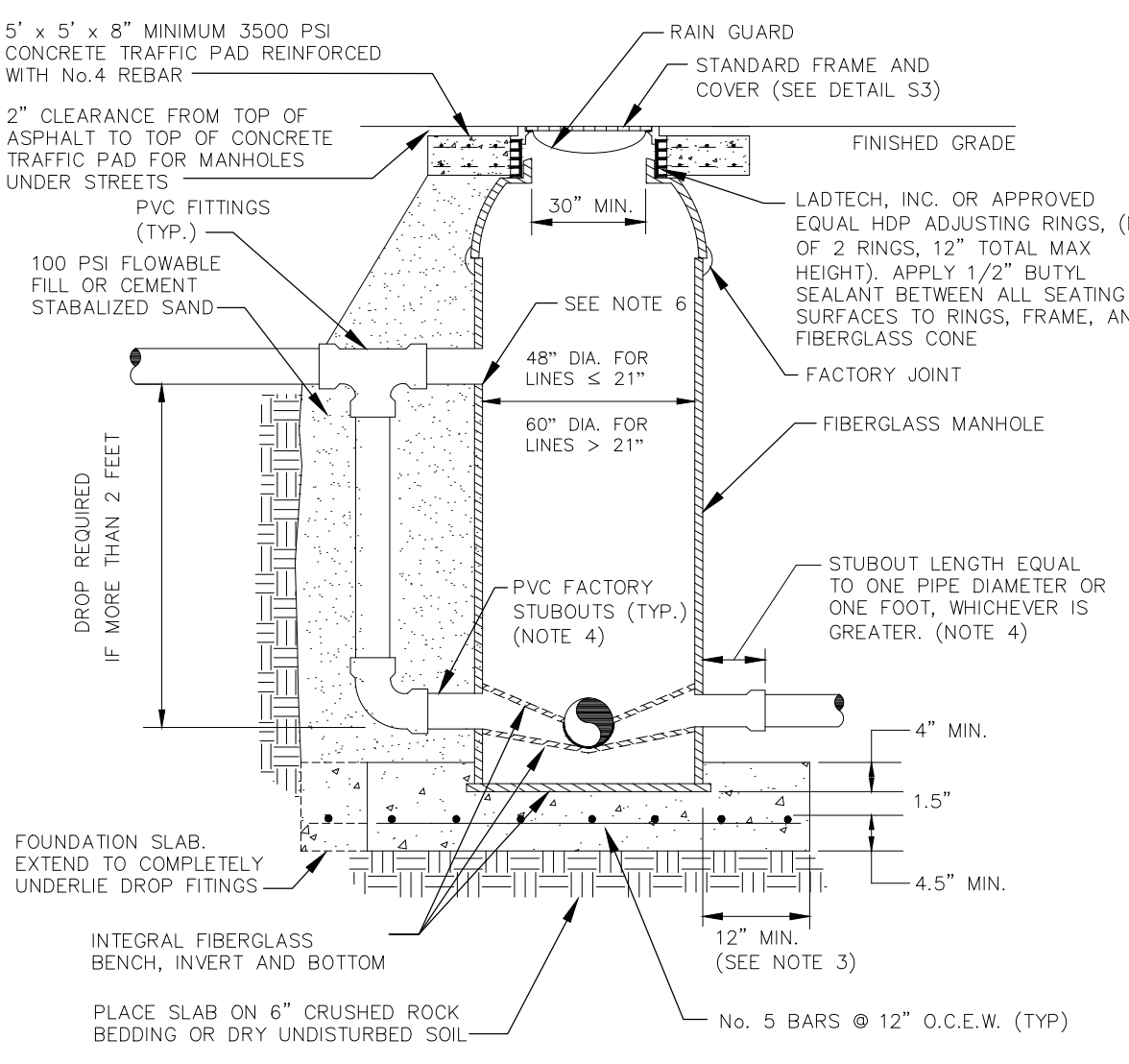
BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6\"/>

SANITARY SEWER (NON-FORCEMAIN) PIPE BEDDING DETAIL



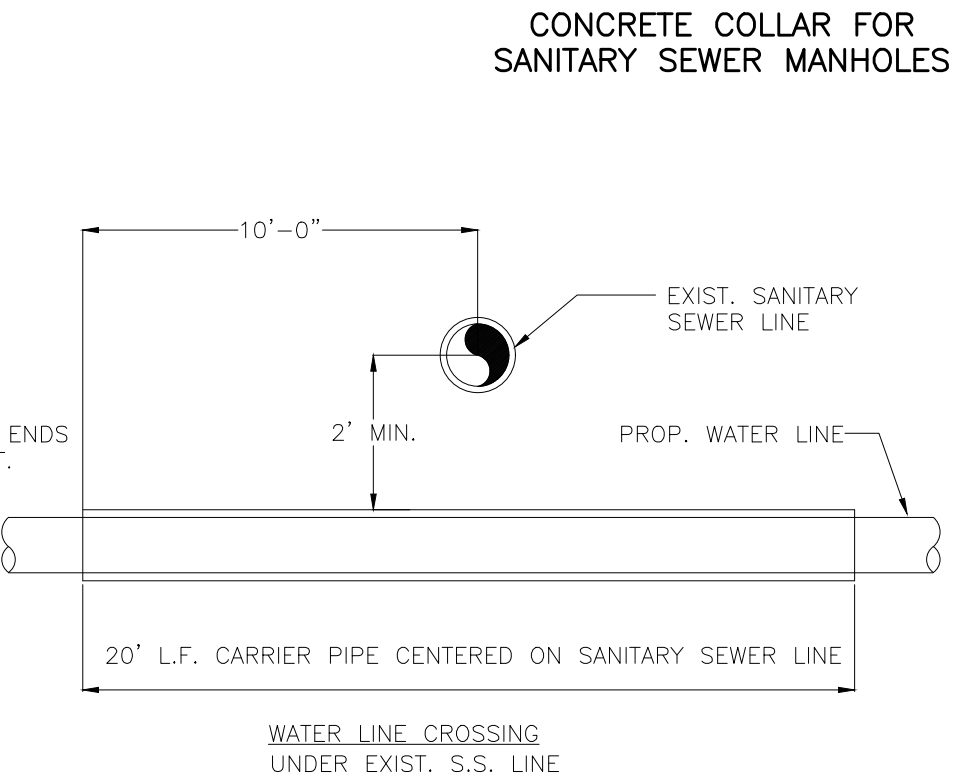
- NOTES:**
- ALL INVERT CHANNELS ARE TO BE CONSTRUCTED FOR SMOOTH FLOW WITHOUT OBSTRUCTION.
 - PROPERLY SHAPED SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOWS.
 - SERVICE LATERALS SHALL NOT ENTER MANHOLES UNLESS SPECIFIED ON PLANS AND THEN MUST BE TREATED AS MAINS (ELEVATIONS SHOWN, PRECAST HOLE, FLOW CHANNEL).
 - APPROVED PRECAST CONCRETE OR FIELD INSTALLED CONCRETE FLOW CHANNEL IS REQUIRED.
 - SIDEWALLS OF FLOW CHANNEL SHALL BE AT LEAST HALF OF PIPE HEIGHT AT ALL POINTS.
 - NO INSIDE DROP LARGER THAN 6\"/>
 - THE FIELD APPLIED CORROSION BARRIER SYSTEM SHALL BE INSTALLED AFTER INVERT CHANNEL CONSTRUCTION, THE CORROSION BARRIER SHALL NOT BE APPLIED TO THE FLOW CHANNEL.

SANITARY SEWER MANHOLE INVERT DETAIL

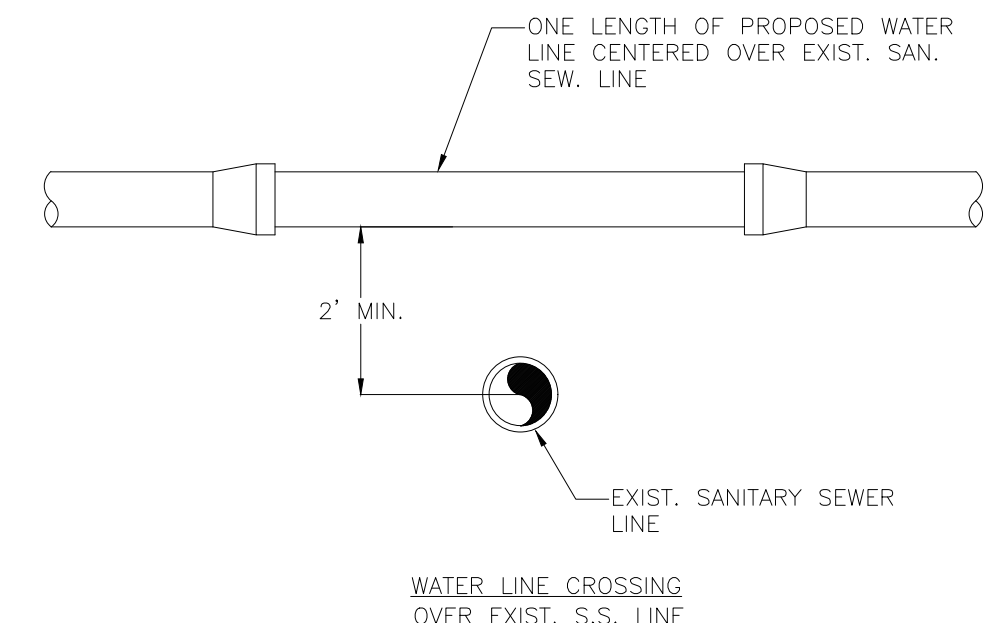


- NOTES:**
- INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
 - SINGLE FAMILY SERVICE SHALL BE 4\"/>

STANDARD SERVICE CONNECTION



WATER LINE CROSSING UNDER EXIST. S.S. LINE



WATER LINE CROSSING OVER EXIST. S.S. LINE

- NOTES:**
- INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
 - BACKFILL SHALL BE SAND COMPACTED TO 95% STANDARD PROCTOR OR CLSM FLOWABLE FILL UP TO THE BOTTOM OF THE CONCRETE TRAFFIC PAD.
 - BASE SLAB SHALL BE 4\"/>
 - OUTLET STUBOUT SHALL BE SPIGOT END. INLET STUBOUTS SHALL BE BELL END EXCEPT FOR DROP CONNECTIONS.
 - CONCRETE FOUNDATION SHALL BE POURED IN PLACE BELOW GROUND.
 - PENETRATION SHALL BE MADE WITH INSERT A TEE KIT.

TYPICAL FIBERGLASS MANHOLE

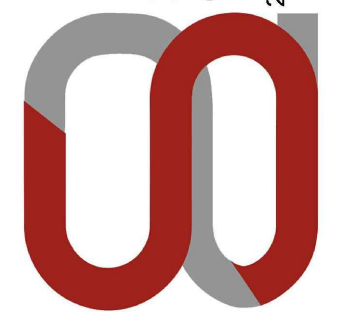
COMPOSITE MANHOLE RING AND COVER DETAIL



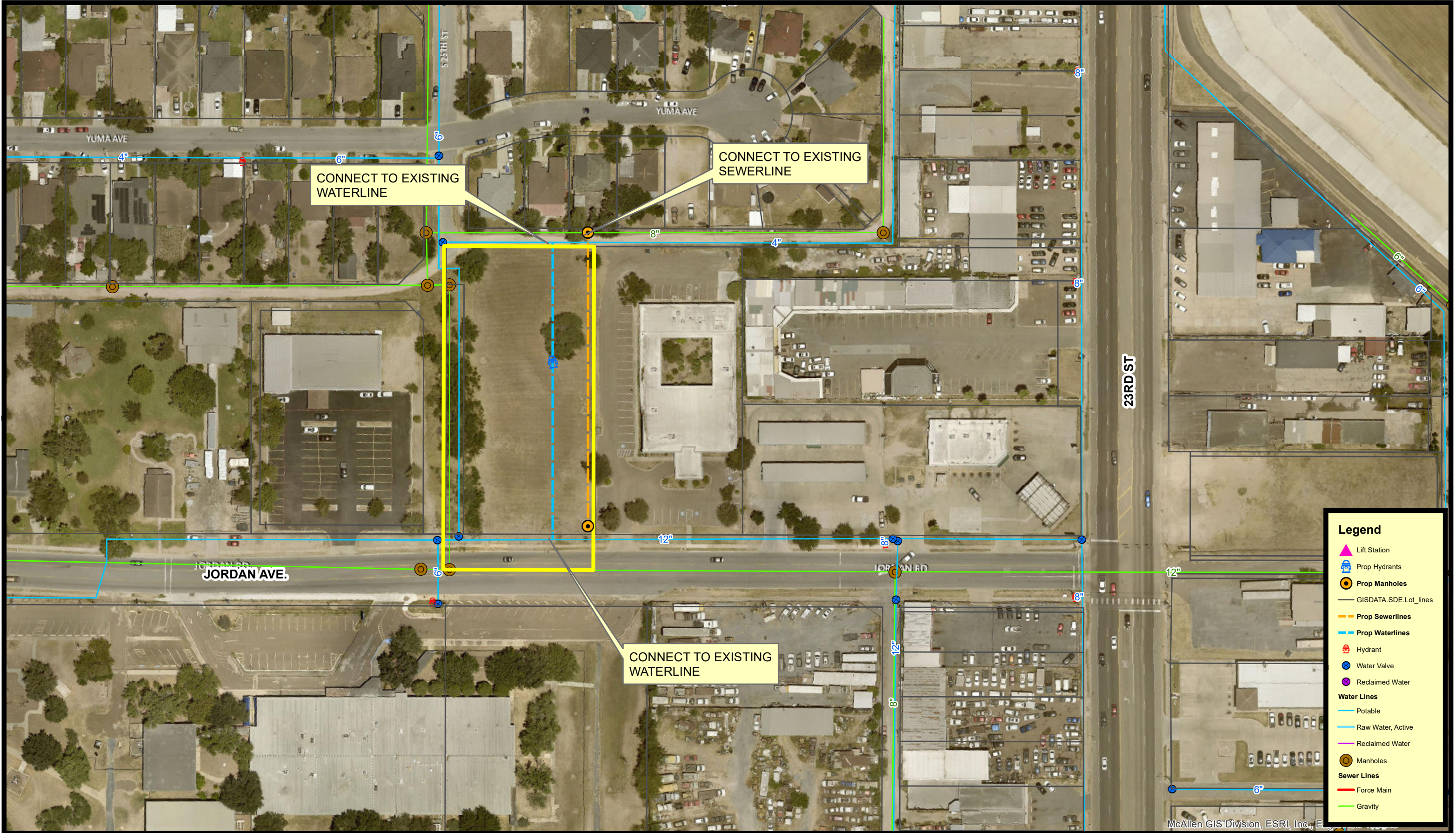
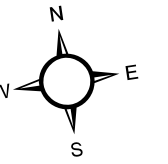
PRELIMINARY

CHRISTIAN'S MANOR SUBDIVISION
SANITARY SEWER LAYOUT

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
2020 E GRIFFIN PKWY. MISSION, TX 78574 956-409-9787
S2ENGINEERINGPLLC.COM



CHRISTIAN'S MANOR SUBDIVISION





AGENDA ITEM 2.i.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/21/2025

MEETING DATE 5/28/2025

1. Agenda Item: Approval of Palmer Pavilion Subdivision (1 Lot / Indoor Soccer)

2. Party Making Request:
Leticia Puentes, Subdivision Coordinator/designer

3. Nature of Request: Request for MPUB approval from the developer of the proposed subdivision.

4. Budgeted:

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

5. Reimbursement: N/A

6. Routing:
Leticia Puentes Created/Initiated - 5/21/2025

7. Staff's Recommendation: Staff recommends approval of subdivision with the conditions set forth.

8. City Attorney: Approve. -AWS

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. Rodríguez, Asst. General Manager

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 21, 2025

SUBJECT: Palmer Pavilion Subdivision; Consideration and Approval

This property is located at the intersection between Hackberry Avenue & McColl Road. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 1.396 acres and is being proposed as R-3A, Indoor Soccer Facility.

The subdivision application was originally filed with the City on February 6, 2025 and received preliminary P&Z approval on March 18, 2025. The information required from the developer's engineer for this agenda was received on May 20, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to extend an 8-inch water line along McColl Road looping under Hackberry Avenue. The applicant is proposing to install two fire hydrants: one along McColl Road and another near Cynthia Ave.
2. **Wastewater Service:** The applicant is proposing to use existing sanitary sewer services.
3. Developer has submitted a Reimbursement Waiver.

Staff recommend 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, and where the main utility lines will be installed; and 2.) Installation of the proposed public utility infrastructure be constructed as proposed.

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



May, 06 2025

McAllen Public Utilities
1300 Houston Ave,
McAllen, Texas 78501
956-681-1630

**Re: Palmer Pavilion Subdivision
Utility Narrative**

Christian's Manor Subdivision is a 1-lot subdivision located on the north side of Hackberry Ave. between N Cynthia St and N McColl Rd

Waterline Improvements:

The proposed development will be serviced by existing 6" water on the surroundings of the subdivision. The existing building will be serviced with the existing water meter and water system. Existing waterline on the west side of Cynthia Rd will be extended south and will go under Hackberry Rd to tap in to the existing waterline. Two (2) additional fire hydrant will be proposed.

Sanitary Sewer Improvements

The proposed development will be serviced by existing 6" and 8" sanitary sewer line on the surroundings of the subdivision. The existing building will be serviced with the existing sewer service. The proposed development will be serviced by existing 6" water on the surroundings of the subdivision. The existing building will be serviced with the existing water meter and water system. No additional manholes are being installed throughout the project.

Should you have any questions or require any additional information, please contact me at (956) 403-9787.

Respectfully,

Jose Noe Saldivar, P.E., CFM.
President/Senior Project Manager
Cell (956) 403-9787
s2engineering.ns@gmail.com

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 Hidalgo County hereinafter called the DEVELOPER.

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

Palmer Pavilion Subdivision
(Subdivision Name) and proposes to construct Utility Improvements as shown on a plan

designed by S2 Engineering PLLC dated 5-6-25, 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 _____, 2025.

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:

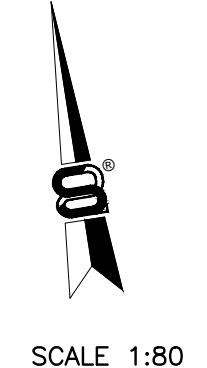
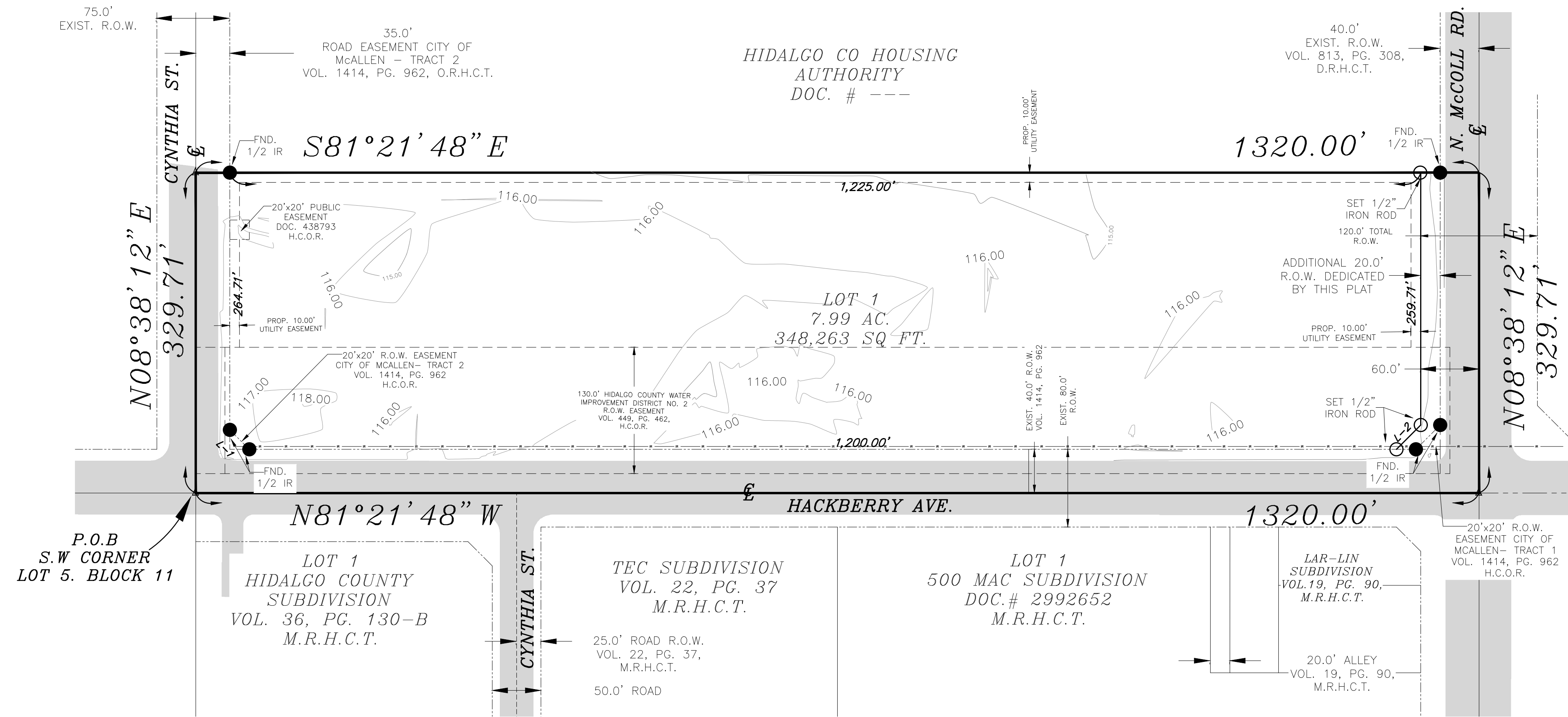
Board Secretary

DEVELOPER
BY: Eduardo Cantu
Address: Eduardo Cantu, Comissioner
Hidalgo County Precinct 2
300 W Hall Acres Rd, Suite G
Pharr, Texas 78577

SUBDIVISION PLAT OF:

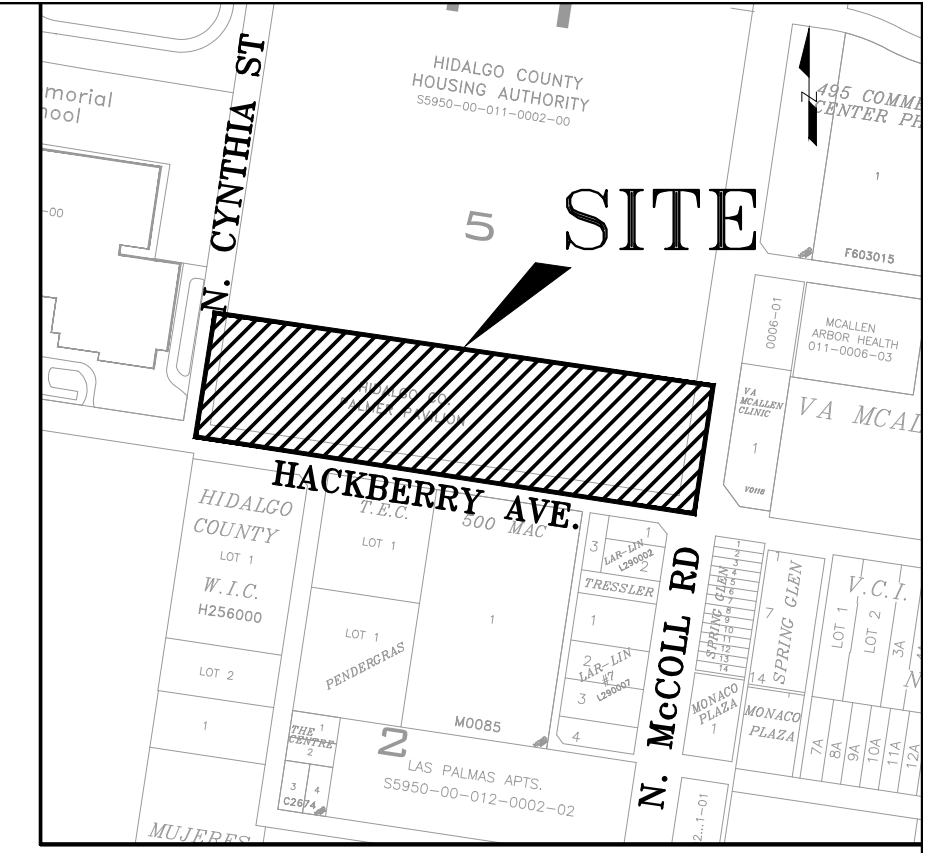
PALMER PAVILION SUBDIVISION

BEING A 9.99 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS BEING OUT OF LOT 5, BLOCK 11, STEELE AND PERSHING'S SUBDIVISION OF PORCIONES 66 AND 67, AS RECORDED IN VOLUME 8, PAGE 114-115 OF DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 9.99 ACRE TRACT OF LAND BEING OUT OF TRACT OF LAND QUITCLAIM UNTO THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS BY A DEED EXECUTED JANUARY 17, 1957 AND FILED FOR RECORD JANUARY 25, 1966 AS DESCRIBED IN VOLUME 1136, PAGE 949 OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 9.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.



METES AND BOUNDS:

- THENCE, NORTH 08° 38' 12" EAST, A DISTANCE OF 329.71 FEET ALONG THE WEST LINE OF SAID LOT 5 BEING THE WEST LINE OF SAID HOUSING AUTHORITY OF THE COUNTY OF HIDALGO TRACT OF LAND, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF N. CYNTHIA STREET AND HACKBERRY AVENUE;
- THENCE, SOUTH 81° 21' 48" WEST, A DISTANCE OF 329.71 FEET ALONG THE EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF SAID HOUSING AUTHORITY OF THE COUNTY OF HIDALGO TRACT OF LAND, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF SAID N. CYNTHIA STREET TO A POINT, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- THENCE, SOUTH 08° 38' 12" WEST, A DISTANCE OF 329.71 FEET ALONG THE EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF SAID HOUSING AUTHORITY OF THE COUNTY OF HIDALGO TRACT OF LAND, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF SAID N. CYNTHIA STREET TO A POINT, BEING THE EAST LINE OF SAID HOUSING AUTHORITY OF THE COUNTY OF HIDALGO TRACT OF LAND, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF SAID N. McCOLL ROAD, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- THENCE, NORTH 81° 21' 48" WEST, A DISTANCE OF 1,320.00 FEET ALONG THE SOUTH LINE OF SAID LOT 5 BEING THE SOUTH LINE OF SAID HOUSING AUTHORITY OF THE COUNTY OF HIDALGO TRACT OF LAND AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF SAID HACKBERRY AVENUE TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 9.99 ACRES, OF WHICH 1.87 ACRES LIES WITHIN THE EXISTING ROAD RIGHT-OF-WAY, LEAVING A NET TOTAL OF 8.12 ACRES.



LOCATION MAP SCALE 1" = 500'
 LOCATION OF SUBDIVISION WITH RESPECT TO THE HIDALGO COUNTY AREA:
 PALMER PAVILION SUBDIVISION IS LOCATED NORTH HIDALGO COUNTY, TEXAS, ON THE NORTH SIDE OF HACKBERRY AVE BETWEEN N. CYNTHIA ST AND N. McCOLL RD. THE NEAREST MUNICIPALITY IS THE CITY OF MCALLEN (POPULATION 147,989 - 2024 CENSUS). THIS SUBDIVISION LIES WITHIN THE CITY'S 2.5 MILE EXTRA TERRITORIAL JURISDICTION (ETJ) HIDALGO COUNTY, TEXAS UNDER LOCAL GOVERNMENT CODE 42.02 PRECINCT NO. 2.

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO A 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING). COMMUNITY-PANEL NUMBER: 480343-0005 C. REVISED DATE: NOVEMBER 2, 1982.
- REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 6,108 CUBIC FEET. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON EXISTING DETENTION POND LOCATED ON THE EAST SIDE OF THE PROPERTY AS PER TREATMENT CROSSING SHOPPING CENTER PHASE 2 SUBDIVISION, DOC. 1499843, H.C.O.R. WATER WILL THEN DISCHARGE THROUGH AN EXISTING 15 INCH PIPE INTO AN EXISTING CITY OF MCALLEN DRAINAGE DITCH LOCATED ON THE SOUTH SIDE OF THIS PROPOSED DEVELOPMENT.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- MINIMUM BUILDING SETBACK LINES:
 FRONT15.00' OR GREATER FOR EASEMENTS
 REAR5.00' OR GREATER FOR EASEMENTS
 SIDEIN ACCORDANCE WITH ZONING ORDINANCE OR GREATER FOR EASEMENTS
 CORNER10.00' OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER
- ALL LOT CORNERS SET HALF INCH (1/2) IRON RODS OR AS NOTED.
- BENCHMARK NOTE: CITY OF MCALLEN No. MC 37, EAST SIDE OF McCOLL ROAD AND SOUTH SIDE OF PECAN BLVD NEXT TO THE U.S. POST OFFICES ELEVATION 115 FEET.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO WATER IMPROVEMENT DISTRICT NO. 2, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
- EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED BY THIS PLAT.
- 6 FT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES.
- AN 8 FT MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL INDUSTRIAL OR MULTIFAMILY RESIDENTIAL ZONES/USES.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF MCALLEN ENGINEER DEPARTMENT, SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- THIS DEVELOPMENT IS CONSIDERED PUBLIC SUBDIVISION.
- NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG N. McCOLL RD.
- 4 FT WIDE MINIMUM SIDEWALK REQUIRED ON N. CYNTHIA STREET. PERIMETER SIDEWALKS MUST BE BUILT OR MONEY ESCROWED IF NOT BUILT AT THIS TIME.
- COMMON AREAS, ANY PRIVATE STREETS/DRIVES, GATE AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.

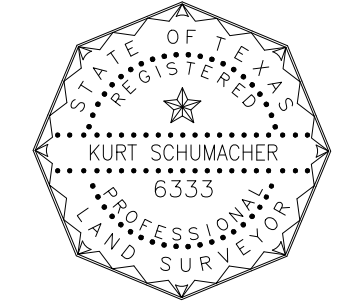
LEGEND

- 1/2" IRON PIN W/CAP FOUND
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET 'S2 10194796'
- CONCRETE MONUMENT SET
- △ CALCULATE POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°21'48" W	28.28'
L2	S 53°38'12" W	35.36'

STATE OF TEXAS
 COUNTY OF HIDALGO
 I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MCALLEN SUBDIVISION ORDINANCE AND ALL STATES GOVERNING SURVEYS.



PRELIMINARY
 KURT SCHUMACHER, R.P.L.S.
 R.P.L.S. No. 6333

I, RESTITUTO A. ASCANO III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PALMER PAVILION SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



PRELIMINARY
 JOSE N. SALDIVAR, P.E., C.F.M.
 LICENSED PROFESSIONAL ENGINEER No. 94076
 S2 ENGINEERING, PLLC
 2020 E GRIFFIN PKWY
 MISSION, TEXAS 78574

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS PALMER PAVILION SUBDIVISION, DO HEREBY GRANT AND EASEMENT TO THE CITY OF MCALLEN AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREIN SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF MCALLEN, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF MCALLEN, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

HIDALGO COUNTY PRECINCT 2
 300 WEST HALL ACRES
 PHARR, TX 78577

STATE OF TEXAS
 COUNTY OF HIDALGO
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DE-CLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC- STATE OF TEXAS

STATE OF TEXAS
 CITY OF MCALLEN
 PLANNING AND ZONING COMMISSION

I, EDGAR GARCIA, DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT OF THE CITY OF MCALLEN, HEREBY CERTIFY THIS PALMER PAVILION SUBDIVISION PLAT WHICH CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS _____ DAY OF _____, 20____

EDGAR GARCIA
 DIRECTOR OF PLANNING

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 2
 DATE THIS _____ DAY OF _____, 20____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 2 RIGHTS-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 2.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HICD2 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, HICD2 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HICD2 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
- HICD2 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTION THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
 HIDALGO COUNTY IMPROVEMENT DISTRICT NO. 2.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone
OWNER: HIDALGO COUNTY PRECINCT 2	300 WEST HALL ACRES	PHARR, TEXAS 78596	(956)787-1891
ENGINEER: JOSE N. SALDIVAR P.E., C.F.M.	2020 E GRIFFIN PKWY	MISSION, TEXAS 78574	(956)403-9787
SURVEYOR: RESTITUTO A. ASCANO III	2020 E GRIFFIN PKWY	MISSION, TEXAS 78574	(956)403-9787

S2 ENGINEERING, PLLC
 CIVIL ENGINEERING & LAND SURVEYING
 TBPE F-22858 TBLs 10194796
 2020 E GRIFFIN PKWY, MISSION, TX 78574 956-403-9787
 S2ENGINEERINGPLLC.COM

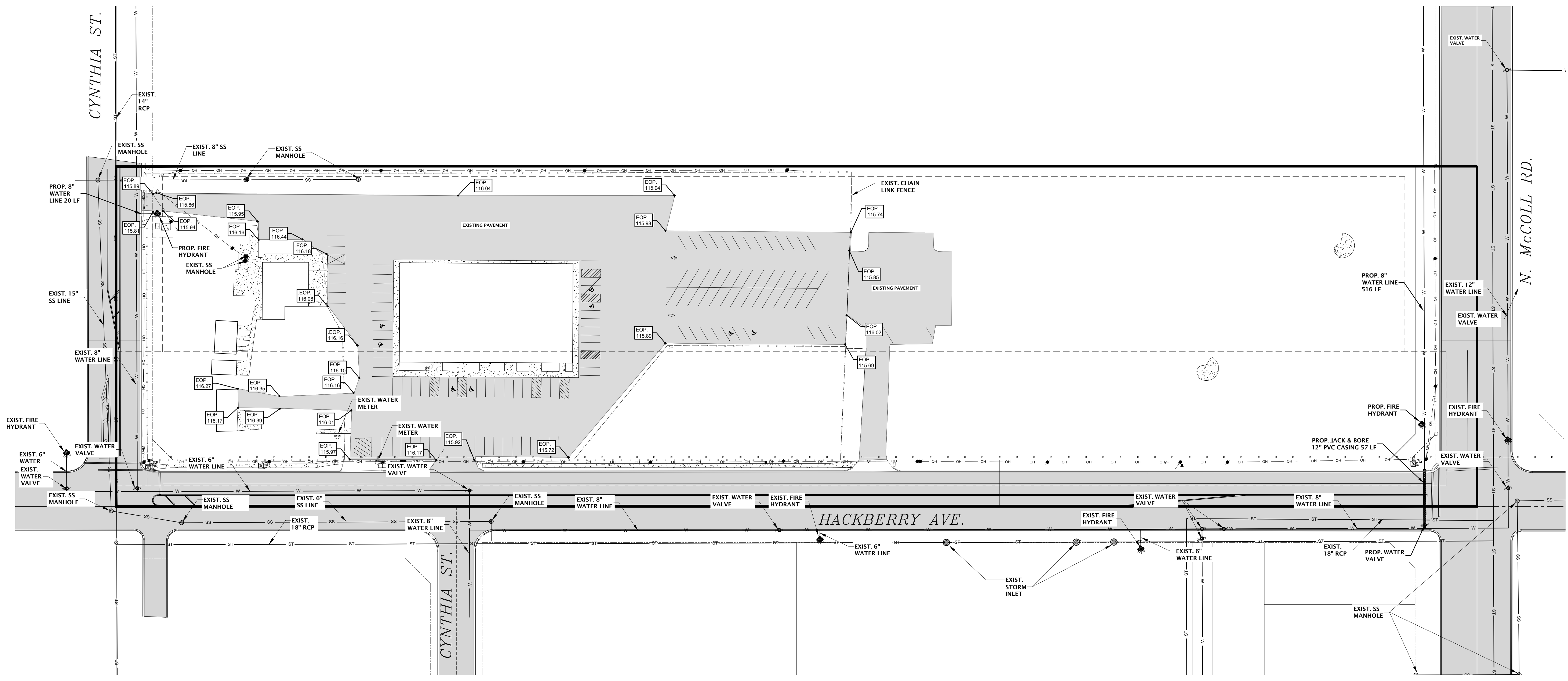
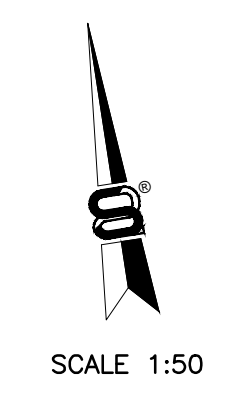
FILED FOR RECORD IN
 HIDALGO COUNTY
 ARTURO GUAJARDO, JR.
 HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
 INSTRUMENT NUMBER
 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
 BY: _____ DEPUTY

UTILITIES LAYOUT PLAN OF: PALMER PAVILION SUBDIVISION



PRELIMINARY

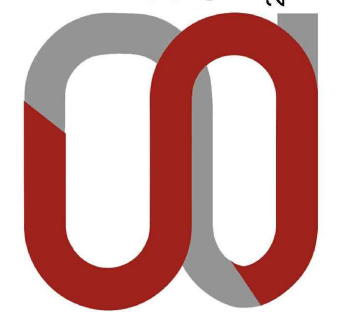


LEGEND

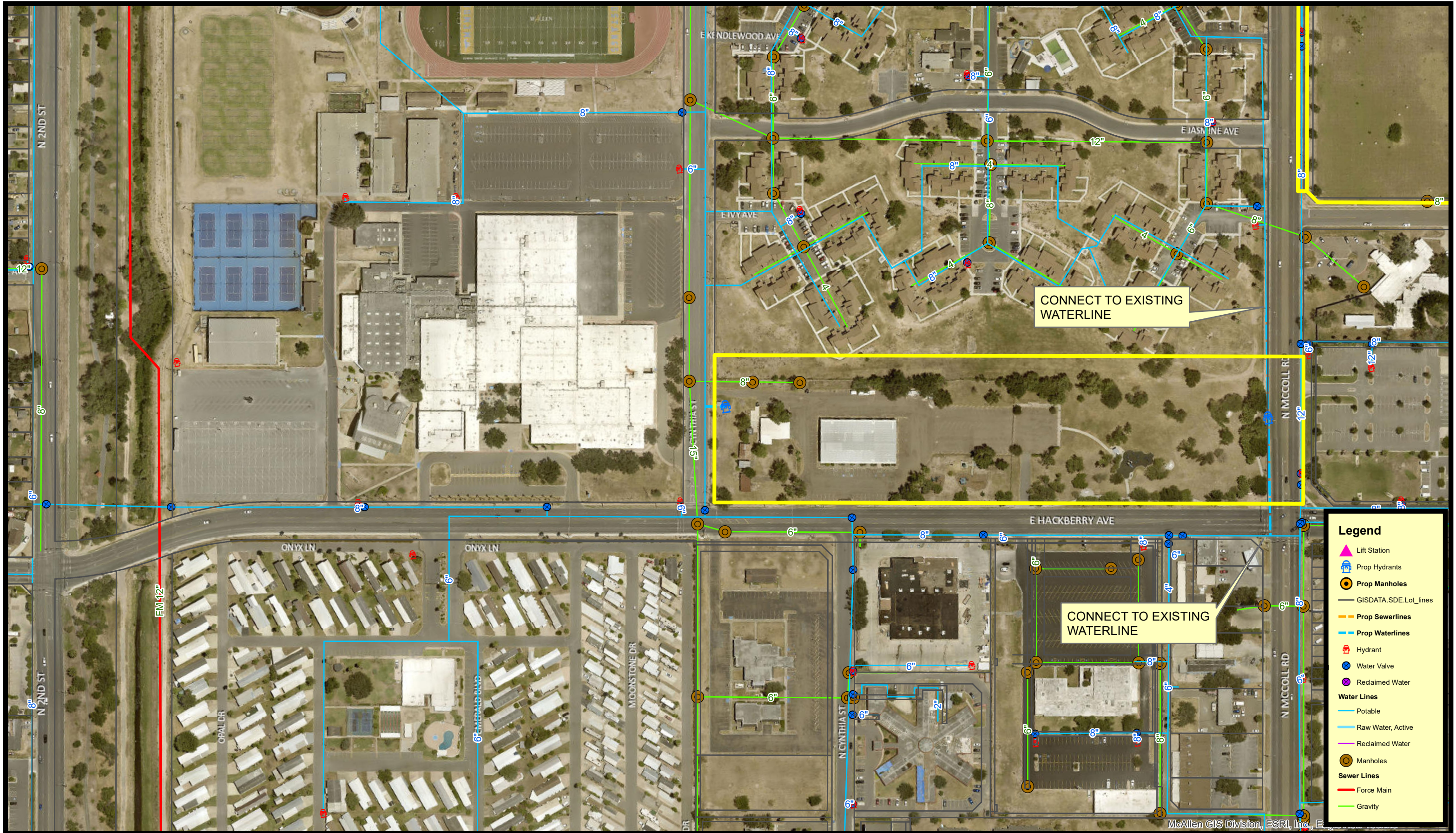
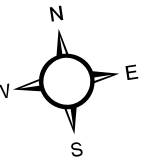
- | | | | |
|--|----------------|--|---------------------|
| | WATER METER | | WATER LINE |
| | WATER VALVE | | SANITARY SEWER LINE |
| | FIRE HYDRANT | | STORM DRAIN LINE |
| | MH ST | | |
| | MH ST | | |
| | INLET ST GRATE | | |

PALMER PAVILION SUBDIVISION
EXISTING UTILITIES LAYOUT

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
2020 E GRIFFIN PKWY, MISSION, TX 78574 956-403-9787
S2ENGINEERINGPLLC.COM



PALMER PAVILION SUBDIVISION



Legend

- Lift Station
- Prop Hydrants
- Prop Manholes
- GISDATA.SDE.Lot_Lines
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water

Water Lines

- Potable
- Raw Water, Active
- Reclaimed Water

Manholes

- Manholes

Sewer Lines

- Force Main
- Gravity



AGENDA ITEM 2.j.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/20/2025

MEETING DATE 5/28/2025

1. Agenda Item: Approval of Century Business Center Subdivision (2 Lots / Commercial)
2. Party Making Request: Erika Gomez, Utility Engineer
3. Nature of Request: The Approval of Century Business Center Subdivision.
4. Budgeted:

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____
5. Reimbursement:
6. Routing:
Patrick Gray Created/Initiated - 5/20/2025
7. Staff's Recommendation: Staff recommends the Approval of Century Business Center Subdivision.
8. City Attorney: Approve. -AWS
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: Erika Gomez, P.E., Utility Engineer
Carlos Gonzalez, P.E., Utility Engineer

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

DATE: May 28, 2025

SUBJECT: Approval of Century Business Center Subdivision

This property is located on the south side of Trenton Rd. and approximately 880 LF from the intersection of Trenton Rd. and N. 29th Street. The subdivision is located within the McAllen City Limits and consists of 2.495 acres for two (2) commercial lots.

The subdivision application was originally filed with the City on December 26^h, 2024 and received preliminary P&Z approval on January 7th, 2025. All information required from the developer's engineer for this agenda was received on May 16, 2025.

Utility plan/availability is described as follows:

- 1. Water:** The developer is proposing to tie into an existing 8" waterline located at the southeast corner of the property. The developer is proposing an 8" waterline that will run parallel with Trenton Rd. and tie into an existing 8" waterline located to the northwest of the property and completing the loop. The developer is proposing to install two (2) fire hydrants for fire protection.
- 2. Sewer:** The developer is proposing to install an 8" sanitary sewer line to service the proposed subdivision and tie into an existing sewer system to the south of the proposed subdivision. The proposed sewer line will be private and the developer is proposing to install 6" sewer services for each lot.
- 3.** The property falls within the MPU Alton Interceptor, Nolana Diversion and Northgate Water Project Reimbursements.

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 MPU Sanitary Sewer Reimbursements in the amount of \$4,671.11 and a MPU Waterline Reimbursement in the amount of \$3,069.40.**

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

Thank you



May 16, 2025

Rafael Balderas, E.I.T
Asst. Utility Engineer
Utility Engineering Dept.
311 N. 15th St. 2nd Floor
McAllen, TX 78501

RE: Century Business Center Subdivision Water and Sewer Narrative

Dear Mr. Balderas,

As requested, below find the water and sewer narrative for the aforementioned subdivision.

Being a 2.495 Acre Tract of Land, Out of Lot 58, La Gomita Irrigation and Construction Company's Subdivision, according to the deed recorded in Volume 24, Pages 67-69, Deed Records of Hidalgo County, Texas. The property is located along Trenton Road, between N Ware Rd. and N 29th St. within the City of McAllen limits, County of Hidalgo, Texas. The tracts are currently vacant. Proposing 2-lot commercial development (C-1 Office Building).

Proposed portable water will be provided by the MPUB. A new 8-inch water line will be installed along the southside of Trenton Rd. The proposed waterline will be looped by connecting on both ends to existing 8" lines, this to comply with City of McAllen Fire requirements. Each lot will have a single 2" water meter service. Additionally, 2 fire hydrants will be connected for this subdivision to comply with fire regulations.

Sanitary sewer service will be provided by MPUB. A new 8" sanitary sewer line will be installed connecting to an existing manhole along Zenaida Ave on the subdivision south of the property, Antigua Subdivision. Each lot will have a single 4" sanitary sewer service connection ready.

Sincerely,

A handwritten signature in blue ink that reads "Hector Garcia".

Hector H. Garcia De Peña, P.E., C.F.M

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 Cordova 33 Properties, LLC hereinafter called the DEVELOPER.

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

Century Business Center Subdivision and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by Supreme Engineering, PLLC 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 _____, 202_.

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
BY: 
Address: Roberto Cordova, Manager
1901 El Mileno Dr
Palmhurst, TX 78573



**SUBDIVISION REIMBURSEMENT WORKSHEET
CENTURY BUSINESS CENTER SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS			
SEWER:	MPU: ALTON INTERCEPTOR		
COST:	\$514.27 x	2.495 AC	\$1,283.10
10% ADMIN FEE	<10 YEARS		128.31
SEWER LINE REIMBURSEMENT			\$1,411.41

SEWER LINE REIMB. CALCULATIONS			
SEWER:	MPU: NOLANA DIVERSION		
COST:	\$1,187.72 x	2.495 AC	\$2,963.36
10% ADMIN FEE	<10 YEARS		296.34
WATER LINE REIMBURSEMENT			\$3,259.70

WATER LINE REIMB. CALCULATIONS			
WATER:	MPU: NORTHGATE WATER		
COST:	\$1,118.38 x	2.495 AC	\$2,790.36
10% ADMIN FEE	<10 YEARS		279.04
WATER LINE REIMBURSEMENT			\$3,069.40

TOTAL REIMBURSEMENT DUE **\$7,740.51**

Prepared By:  Date: 5/14/25 Reviewed By: 

Escrows will be adjusted upon execution of Final Reimbursement Certificate

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

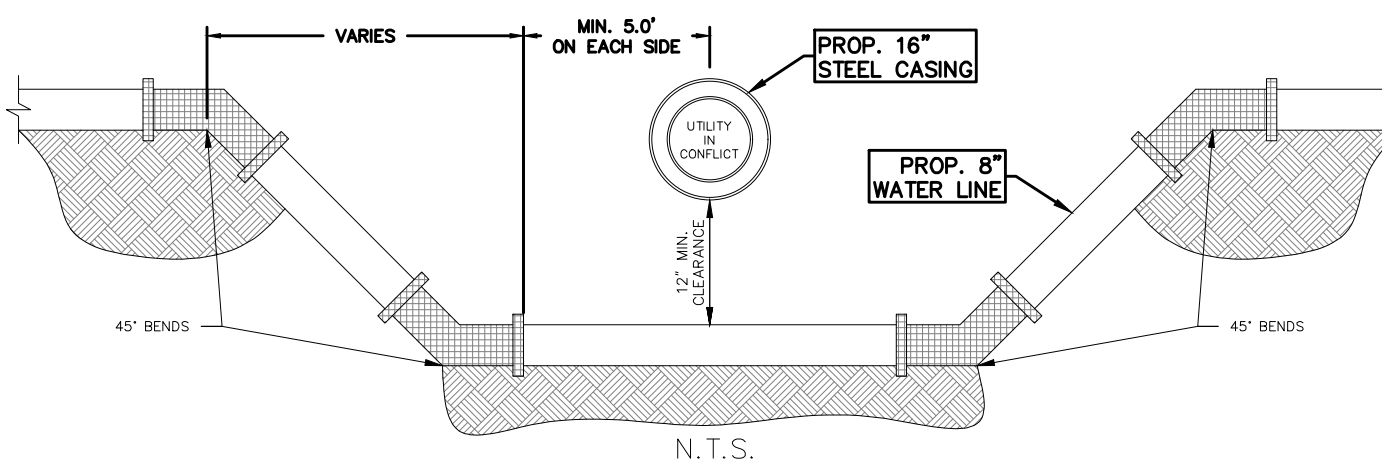
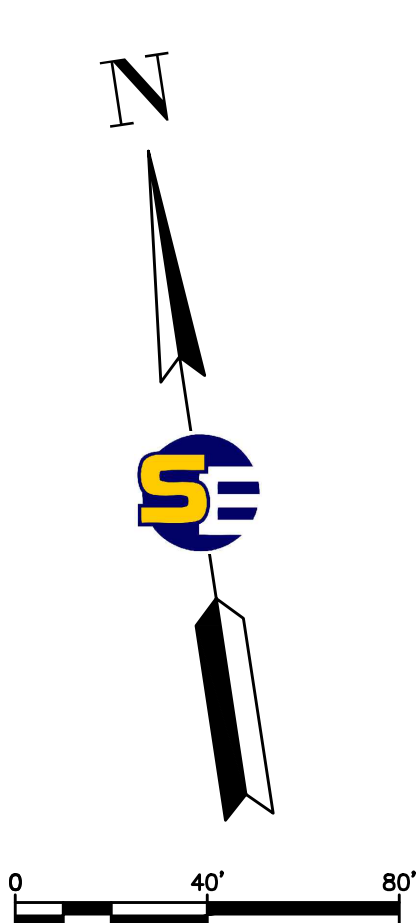
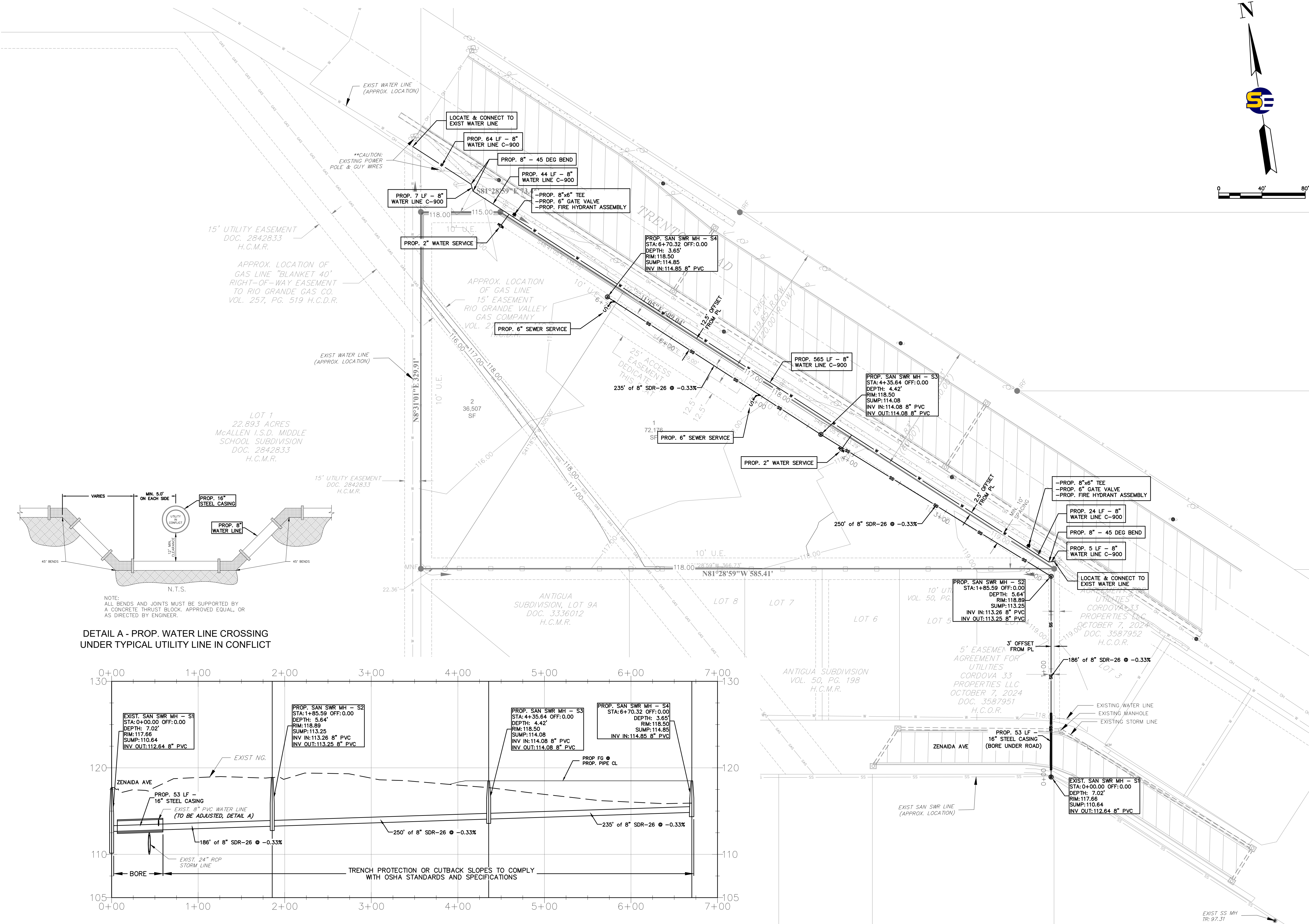
Signature: 

Print: Roberto Cordova, Manager
Cordova 33 Properties, LLC

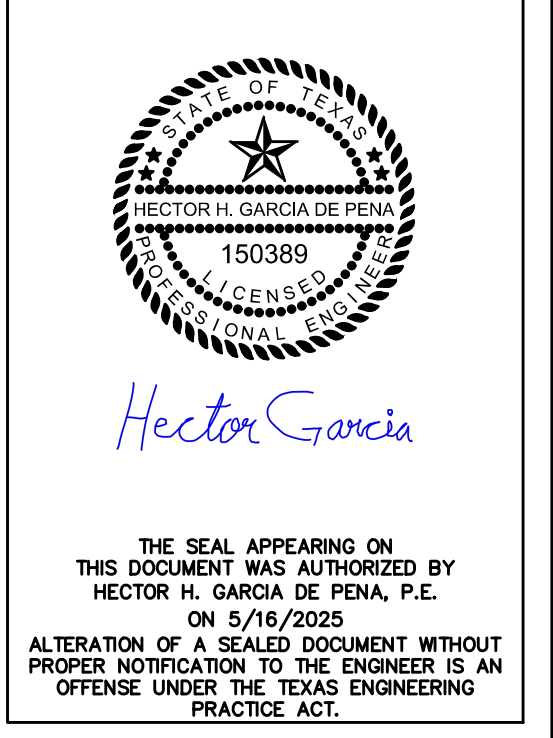
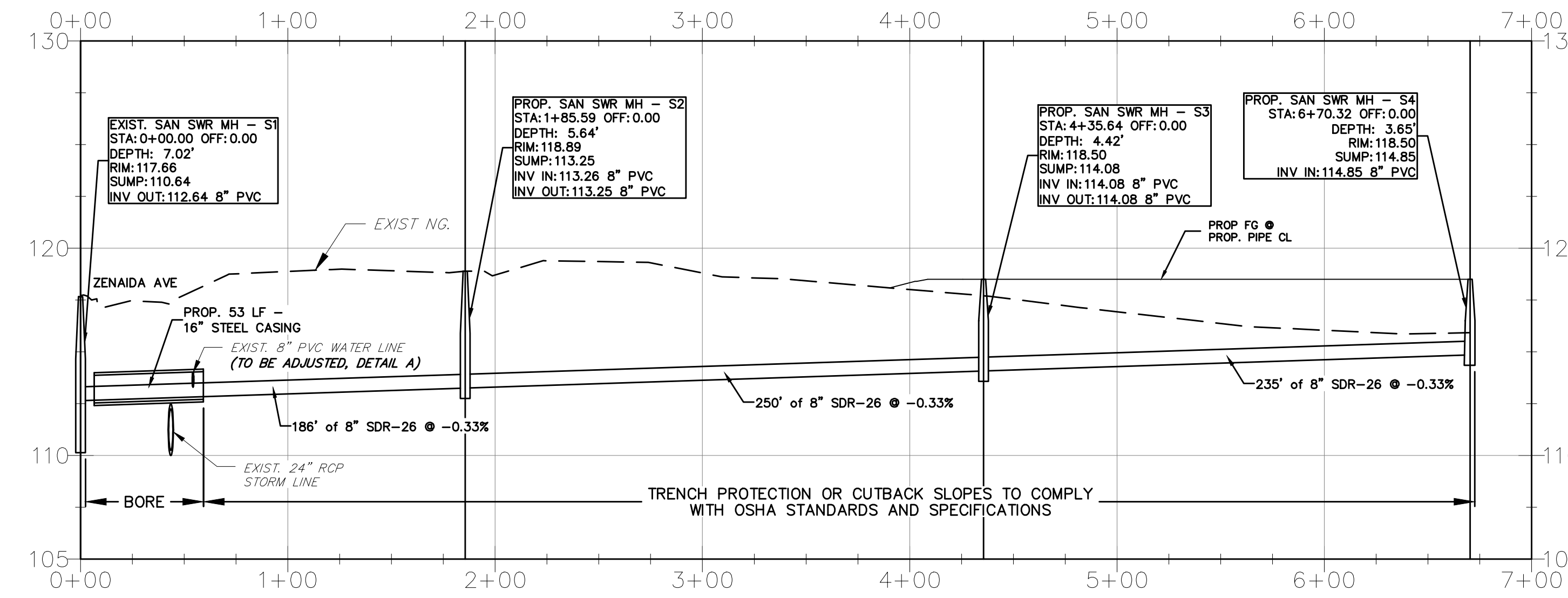
###

C4 UTILITY PLAN.DWG

--- PLOTTED 5/16/2025



DETAIL A - PROP. WATER LINE CROSSING UNDER TYPICAL UTILITY LINE IN CONFLICT



PROJECT No. / #	PROJECT TEAM	DESIGN BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:	REV DESCRIPTION	DATE	APPROVED BY:
		O.C.	J.L.G.	O.C.	O.C.			

PREPARED FOR:
CORDOVA 33 PROPERTIES, LLC
 1901 EL MILENO DRIVE,
 PALMHURST, TEXAS 78573

CENTURY BUSINESS CENTER
WATER & SEWER PLAN

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

ROBERT CORDOVA, MANAGER
CORDOVA 33 PROPERTIES, LLC DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

CHAIRMAN, PLANNING COMMISSION

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

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

MAYOR, CITY OF MCALLEN

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

MAYOR, CITY OF MCALLEN DATE

ATTEST: _____ DATE

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE _____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHTS OF WAY OR EASEMENTS.

PRESIDENT ATTEST: SECRETARY

METES AND BOUNDS

BEING A 2.495 ACRE TRACT OF LAND OUT OF LOT 58, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, ACCORDING TO THE DEED RECORDED IN VOLUME 24, PAGES 67-69, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT CONVEYED TO CORDOVA 33 PROPERTIES, LLC., ACCORDING TO WARRANTY DEED, DATED OCTOBER 4, 2024, RECORDED IN DOCUMENT NUMBER 3587948, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

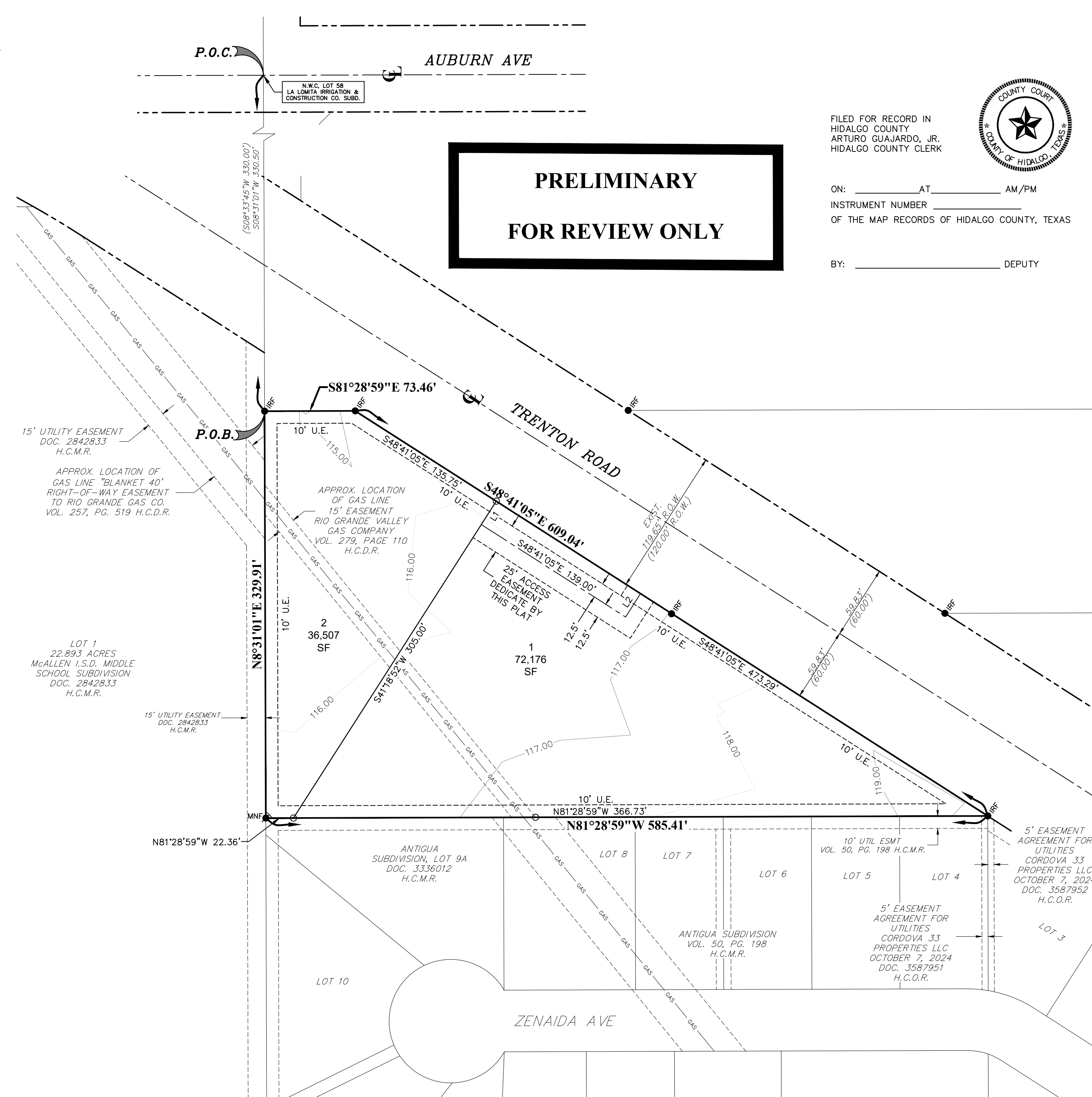
COMMENCING, AT THE NORTHWEST CORNER OF SAID LOT 58, THENCE, SOUTH 08°33'45" WEST, ALONG THE WEST LINE OF SAID LOT 58, A DISTANCE OF 330.50 FEET TO A FOUND 1/2 INCH IRON ROD, FOR AN OUTSIDE CORNER OF THE SOUTH RIGHT-OF-WAY LINE OF TRENTON ROAD (120 FOOT ROAD RIGHT-OF-WAY), SAME BEING ON THE EAST LINE OF LOT 1, McALLEN I.S.D. MIDDLE SCHOOL SUBDIVISION, ACCORDING TO THE MAP RECORDED IN DOCUMENT NUMBER 2842833, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING;

THENCE, SOUTH 81°28'59" EAST, ALONG SAID RIGHT-OF-WAY LINE OF SAID TRENTON ROAD, A DISTANCE OF 73.46 FEET, TO A FOUND 1/2 INCH IRON ROD, AT THE INSIDE CORNER OF SAID TRENTON ROAD RIGHT-OF-WAY, FOR AN OUTSIDE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 48°41'05" EAST, ALONG THE RIGHT-OF-WAY LINE OF SAID TRENTON ROAD, PASSING A FOUND 1/2 INCH IRON ROD, ON THE RIGHT-OF-WAY LINE OF SAID TRENTON ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 609.04 FEET, TO A FOUND 1/2 INCH IRON ROD, AT THE NORTH CORNER OF ANTIGUA SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 50, PAGE 198, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF LOT 4, OF SAID ANTIGUA SUBDIVISION, FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 81°58'59" WEST, ALONG THE NORTH LINE OF SAID ANTIGUA SUBDIVISION, SA BEING THE NORTH LINE OF ANTIGUA SUBDIVISION, LOT 9A, ACCORDING TO THE MAP RECORDED IN DOCUMENT NUMBER 3336012, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 585.41 FEET, TO A FOUND MAG NAIL, AT NORTHWEST CORNER OF SAID LOT 9A ANTIGUA SUBDIVISION, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

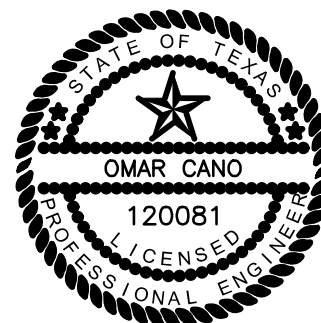
THENCE, NORTH 08°31'01" EAST, ALONG THE EAST LINE OF SAID LOT 1, McALLEN I.S.D. MIDDLE SCHOOL SUBDIVISION, A DISTANCE OF 329.91 FEET, TO THE POINT OF BEGINNING AND CONTAINING 2.495 ACRES OF LAND MORE OR LESS.



THE STATE OF TEXAS
COUNTY OF HIDALGO

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

OMAR CANO
LICENSE PROFESSIONAL ENGINEER No. 120081



THE STATE OF TEXAS
COUNTY OF HIDALGO

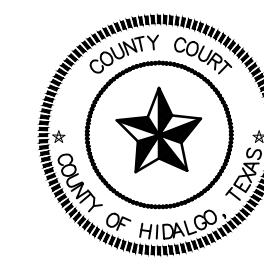
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

RESTITUTO A. ASCANO, III
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6225
SURVEY FIRM No. 10194901



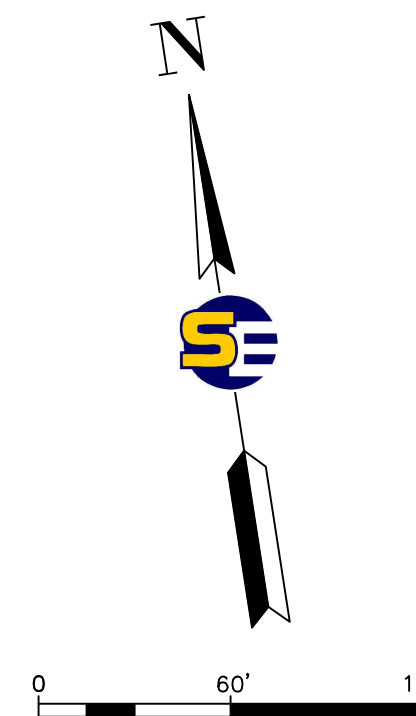
Line #	Bearing	Length
L1	S41°18'52"W	22.50
L2	N41°18'52"E	22.50

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



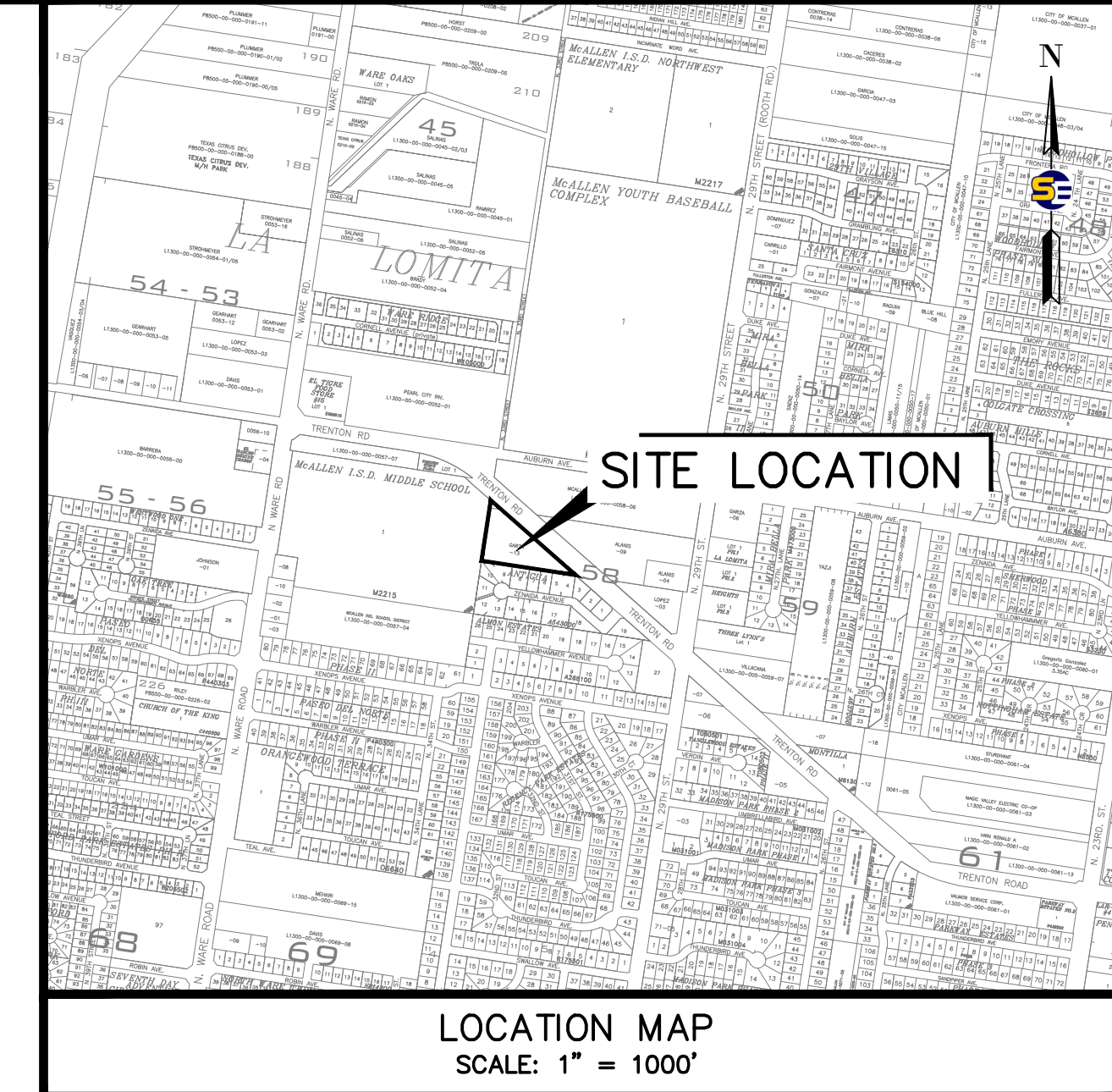
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



BEARING BASIS TEXAS STATE
PLANE COORDINATE SYSTEM
TEXAS SOUTH ZONE 4205
VERTICAL DATUM:
(NAD83, NAVD88, GEOID18)

LEGEND
○ SET 1/2" IRON ROD
W/ CAP
W/ PLASTIC CAP STAMPED
"SUPREME 10194901"
● FOUND 1/2" IRON ROD &
W/ CAP AS NOTED
● FOUND MAG NAIL



GENERAL NOTES

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C".

AREAS OF MINIMAL FLOODING (NO SHADING) ACCORDING TO COMMUNITY-PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.
- SETBACKS:
FRONT: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS OR INLINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER APPLIES.
REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS, WHICHEVER IS GREATER APPLIES.
SIDES: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS, WHICHEVER IS GREATER APPLIES.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND AND NO LOWER THAN THE HIGHEST FINISH FLOOR IN THE SURROUNDING NEIGHBORING PROPERTY, WHICHEVER IS GREATER.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28,226 CUBIC-FEET OR 0.65 ACRE- FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, WILL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- AN 8 FOOT WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
- ALL COMMON ACCESS, PARKING LOT AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNER.
- FIRE HYDRANT IF REQUIRED SHALL BE INSTALLED AT THE BUILDING PERMIT STAGE.
- CITY OF MCALLEN WATER SERVICE LINE AND METER SHALL BE INSTALLED DURING BUILDING PERMIT STAGE.
- STORM SEWER DETENTION AND DRAINAGE IMPROVEMENTS SHALL BE INSTALLED DURING BUILDING PERMIT.
- COMMON AREAS, ANY PRIVATE DRIVES, GATE AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.
- 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ON TRENTON ROAD.
- 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES
- COMMON AREAS, ANY PRIVATE DRIVES, GATE AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.



SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
SURVEYING FIRM No. 10194901
135 PASEO DEL PRADO, STE. 7
EDINBURG, TX 78539
(956) 403-1314

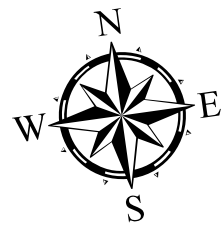
PLAT OF CENTURY BUSINESS CENTER SUBDIVISION

A 2.495 ACRE TRACT OF LAND, OUT OF LOT 58, LA GOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, ACCORDING TO THE DEED RECORDED IN VOLUME 24, PAGES 67-69, DEED RECORDS OF HIDALGO COUNTY, TEXAS
DATE: MAY 2025

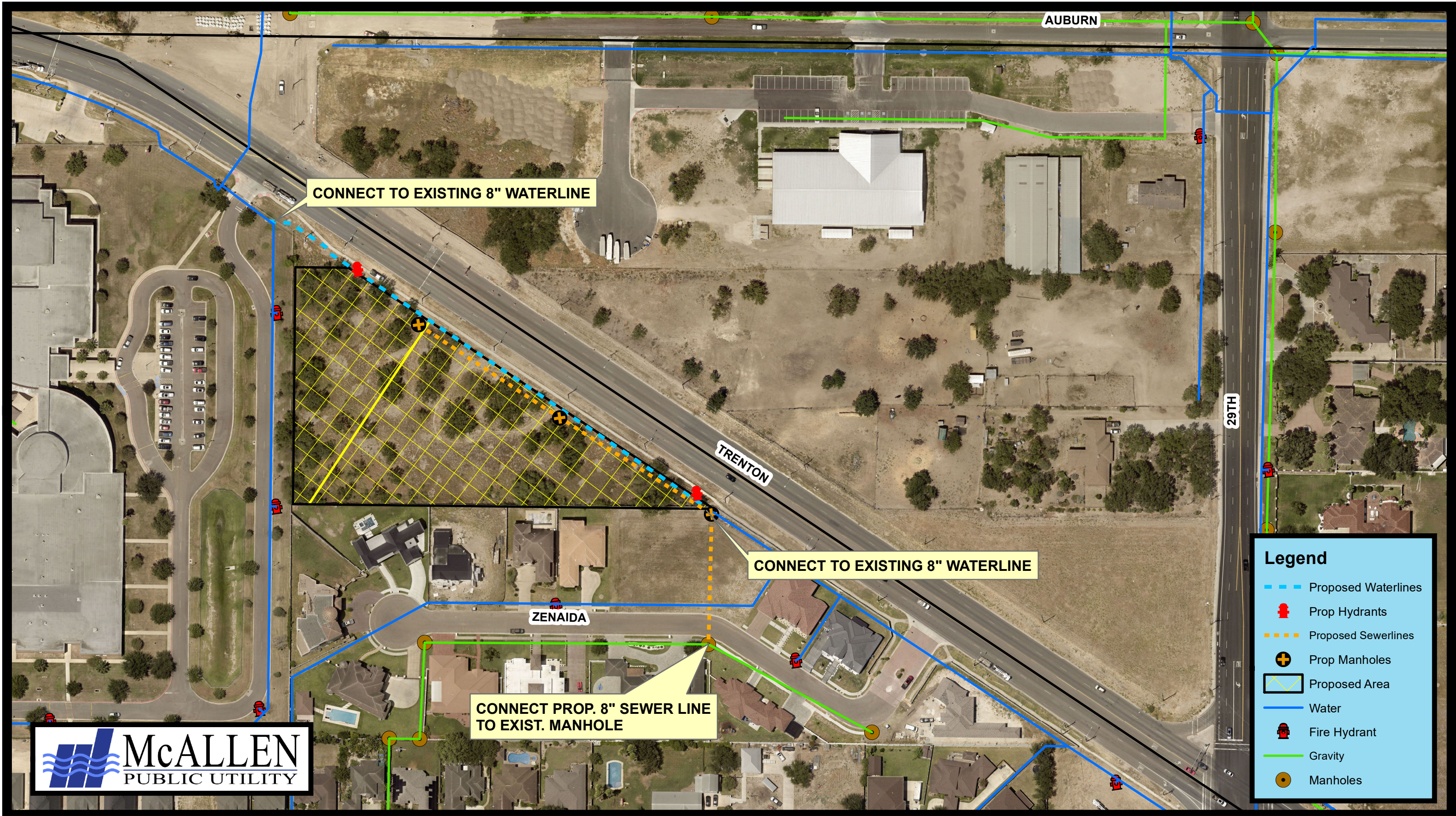
PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER:	CORDOVA 33 PROPERTIES, LLC	1901 EL MILENO DRIVE, PALMHURST, TEXAS 78573	(956)483-4372
ENGINEER:	OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7 EDINBURG, TEXAS 78539	(956)403-1314
SURVEYOR:	RESTITUTO A. ASCANO, III, R.P.L.S.	135 PASEO DEL PRADO, STE. 7 EDINBURG, TEXAS 78539	(956)403-1314

E24-019 Final Plat.dwg

3/19/2007



Century Business Center Subdivision



Memo

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

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 5, 2025

SUBJECT: De Rios Subdivision; Consideration and Approval

This property is located approximately 150 feet north of the intersection between E Pineridge Ave & S J Street. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 0.19 acres and is being proposed as R-1, Residential.

The subdivision application was originally filed with the City on March 28, 2025 and received preliminary P&Z approval on April 22, 2025. The information required from the developer's engineer for this agenda was received on May 6, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing eight-inch water line using a new one-inch service under S J Street.
2. **Wastewater Service:** The applicant is proposing to connect to the existing 8" sewer services along S J Street using a 4" sanitary sewer service connection.
3. Developer has submitted a Reimbursement Waiver.
4. The property falls under the El Rancho Wastewater reimbursement service area.

Staff recommend 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, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed, and 3.) Payment of a sewer reimbursement for the El Rancho Wastewater project in the amount of \$295.01.

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

CITY OF MCALLEN PUB

DE RIOS SUBD.

UTILITY NARRATIVE

De Rios Subdivision is a one lot residential single family plat located approximately 105 feet north of E. Pinedridge Ave. along the east side of S. "J" Street in the City of McAllen. The site is vacant with a proposed use of one single family home and the water and sewer is inside the CCN of the City of McAllen.

WATER DISTRIBUTION/FIRE PROTECTION:

There is an existing City of McAllen 8" water line along the west side of S. "J" Street. It is proposed that a single 1" x 3/4" water service connection be extended east under S. "J" Street at or near the NWC of this proposed lot for water service.

There is an existing fire hydrant located along the west side of S. "J" Street approximately 107 feet south from the south line of this proposed one lot residential plat.

SANITARY SEWER:

The City of McAllen has an 8" sanitary sewer line that runs parallel to east side of S. "J" Street and located under the pavement section of said street. It is proposed that the street will be cut and attached a new residential 4" sanitary sewer service line near the NWC of this site.

In order to minimize the cutting of S. "J" Street a 10' wide saw cut of the paved section shall be provided to accommodate both the water and sewer service lines at the same time. The two lines shall meet a separation requirement of 9' from each other.

Aside from water and sewer services no other utility improvements are being proposed.

04/21/25

End of Narrative.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

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

1. The DEVELOPER is the developer of the following described property: **Lot 1, De Rios Subdivision, McAllen, H.C.T.**, and proposes to construct Utility improvements as shown on a plan designed by **Salinas Engineering & Associates** dated April 17, 2025, hereinafter called the IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.

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

ISSUED in duplicate originals this _____ day of _____, 2025

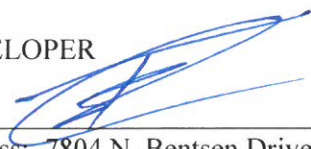
CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITIES

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

ATTEST:

MPUB Secretary

DEVELOPER

BY: 
Address: 7804 N. Bentsen Drive, Mission, Texas 78574

**SUBDIVISION REIMBURSEMENT WORKSHEET
DE RIOS SUBDIVISION**

WASTEWATER LINE REIMB. CALCULATIONS

WASTEWATER: MPU: EL RANCHO WASTEWATER
COST: \$1,411.55 x 0.19 AC \$268.19
10% ADMIN FEE <10 YEARS 26.82

WASTEWATER LINE REIMBURSEMENT \$295.01

TOTAL REIMBURSEMENT DUE

\$295.01

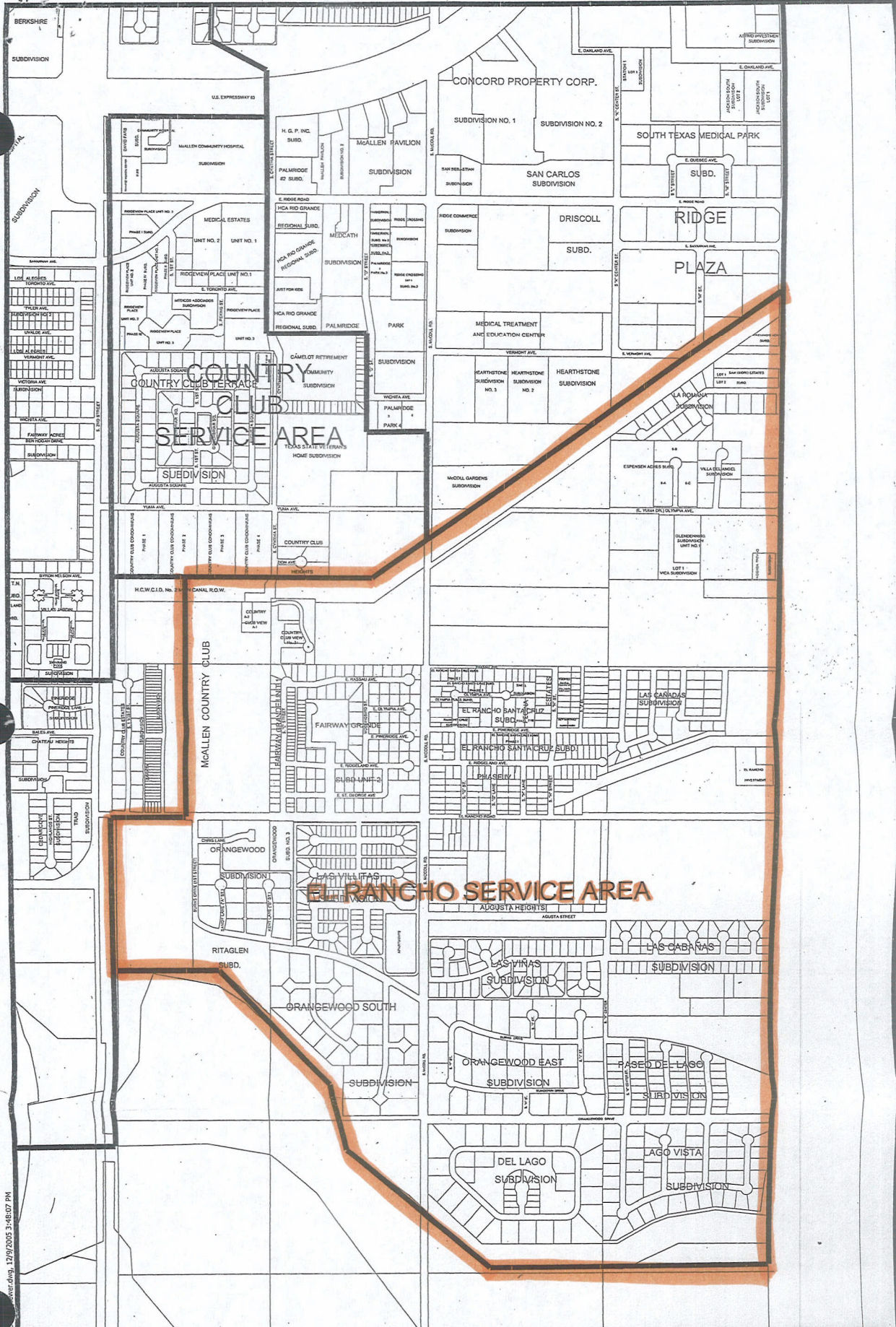
Prepared By: Leticia Rios Date: 5/1/2025 Reviewed By: RS

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: _____

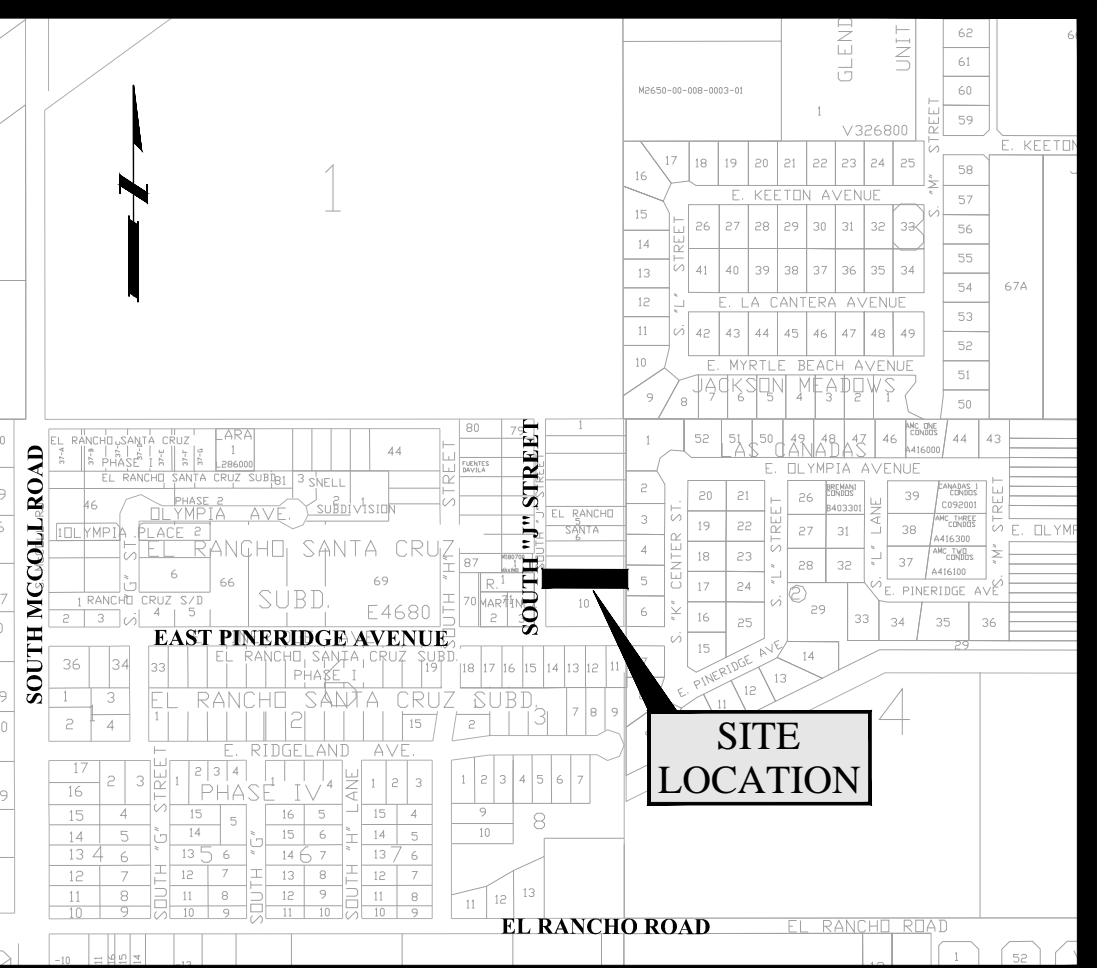
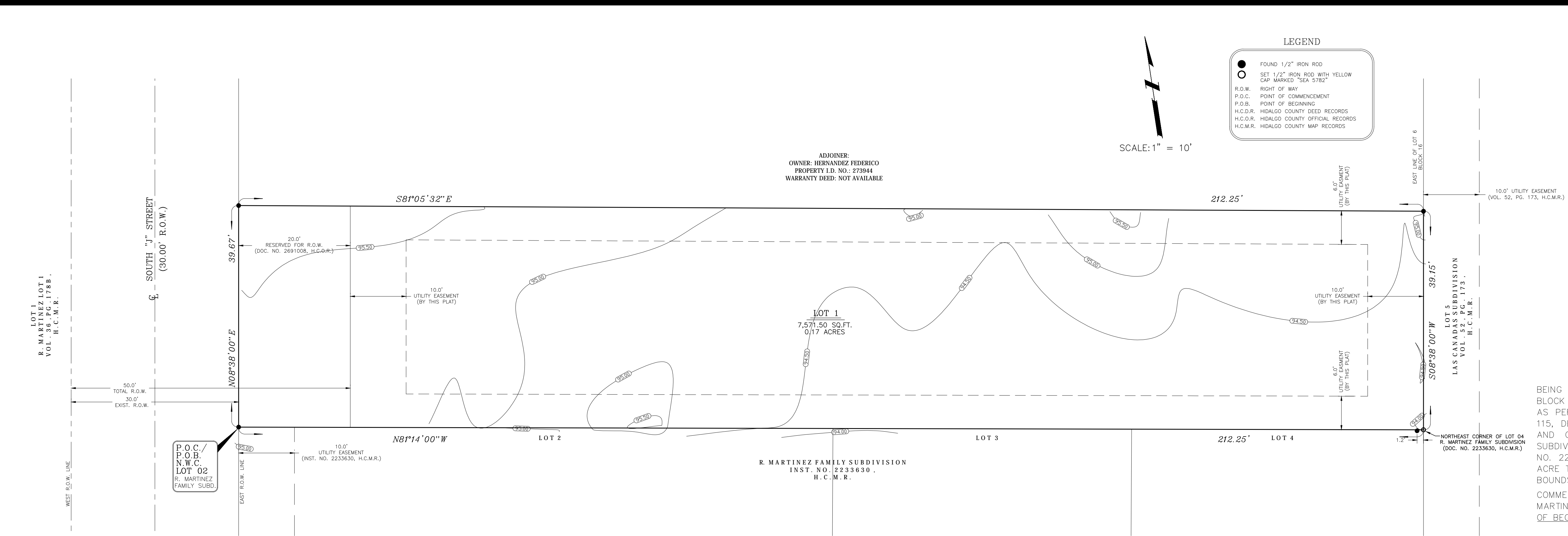
Print: James Rios



EL RANCHO AND COUNTRY CLUB
SERVICE AREAS



CADSWIN CAD Design/Service Area Map, 12/9/2005 3:48:07 PM



LOCATION MAP SCALE : 1" = 500'

METES AND BOUNDS DESCRIPTION

BEING A 0.19 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 16, STEELE AND PERSHING SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 08, PAGE 115, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED NORTH OF AND CONGRUENT WITH THE NORTH LINE OF R. MARTINEZ FAMILY SUBDIVISION, MCALLEN, HIDALGO COUNTY, TEXAS, AS PER INSTRUMENT NO. 2233630, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.19 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF SAID R. MARTINEZ FAMILY SUBDIVISION FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, NORTH 08 DEGREES 38 MINUTES EAST, A DISTANCE OF 39.67 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH 81 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 212.25 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, SOUTH 08 DEGREES 38 MINUTES WEST, A DISTANCE OF 39.15 FEET TO A POINT ON THE NORTHEAST CORNER OF LOT 4 OF SAID R. MARTINEZ FAMILY SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT; SAID POINT IS MONUMENTED BY A 1/2 INCH DIAMETER IRON ROD FOUND NORTH 81 DEGREES 14 MINUTES WEST, A DISTANCE OF 1.20 FEET FROM SAID POINT;
- (4) THENCE, NORTH 81 DEGREES 14 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID R. MARTINEZ FAMILY SUBDIVISION, A DISTANCE OF 212.25 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SURVEY BY ART SALINAS, RPLS, ON SAID 0.19 ACRE TRACT N:\SUBDIVISION\PLATS\DE RIOS SUBD\0.19.032725

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

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

BY: _____ DEPUTY

DE RIOS SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: APRIL 21, 2025.
JOB NUMBER: SP-25-26290
OWNER: TOMAS RIOS JR.
7804 N. BENTSEN PALM DR.,
MISSION, TEXAS 78574

DE RIOS SUBDIVISION
AN ADDITION TO THE CITY OF McALLEN,
HIDALGO COUNTY, TEXAS

- GENERAL PLAT NOTES:
1. MINIMUM SETBACK LINES = FRONT: 25.0 FT. OR GREATER FOR EASEMENTS OR OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER APPLIES. SIDE: 6 FT. OR GREATER FOR EASEMENTS REAR: 10.0 FT. OR GREATER FOR EASEMENTS.
 2. LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "B" ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED NOV. 2, 1982, COMMUNITY PANEL NO. 480343 0010 C. AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
 3. MINIMUM FINISHED FLOOR ELEVATION ON ALL NEW CONSTRUCTION SHALL BE A MINIMUM OF 18.0 INCHES ABOVE THE TOP OF THE ROAD AS MEASURED FROM THE CENTER OF THE LOT ALONG SOUTH 1ST. ST.
 4. THIS SUBDIVISION PLAT SHALL BE REQUIRED TO DETAIN A TOTAL OF 730.78 CUBIC FEET, OR, 0.017 ACRE-FEET OF DRAINAGE RUNOFF VOLUME.
 5. THE CONSTRUCTION OF ANY STRUCTURES ON OR WITHIN ANY UTILITY EASEMENTS SHALL BE PROHIBITED.
 6. 6' OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
 7. 8' MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
 8. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, MAY BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
 9. BENCHMARK: MCALLEN SURVEY CONTROL POINT NO. 79, LOCATED AT THE MC 79 IS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MC COLL RD AND BUS 83. THE MONUMENT IS 8 FT. EAST FROM THE EOP OF MC COLL RD AND 40 FT. NORTH FROM THE R.R TRACK RUNNING ON THE EAST WEST DIRECTION. ELEV. = 116.20 FT. HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 88 N: 16598335.61518, E: 1078415.43699.
 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
 11. COMMON AREAS, ANY PRIVATE DRIVES, GATES AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.
 12. A 4' WIDE MINIMUM SIDEWALK REQUIRED ON SOUTH "J" STREET.

A 0.19 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 16, STEELE AND PERSHING SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 08, PAGE 115, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED NORTH OF AND CONGRUENT WITH THE NORTH LINE OF R. MARTINEZ FAMILY SUBDIVISION, MCALLEN, HIDALGO COUNTY, TEXAS, AS PER INSTRUMENT NO. 2233630, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

OWNER: TOMAS RIOS JR.
7804 N. BENTSEN PALM DR.
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

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

STATE OF TEXAS
CITY OF MCALLEN

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

MAYOR, CITY OF MCALLEN DATE

STATE OF TEXAS
CITY OF MCALLEN

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

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: TOMAS RIOS JR.	7804 N. BENTSEN PALM DR.	MISSION, TEXAS 78574	(956) 454-7070	NONE
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489



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

TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78737 (512) 223-5263

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF McALLEN ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON MAY 02, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

SFA
SALINAS ENGINEERING & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS
 2221 DAFFODIL - McALLEN, TEXAS 78501
 (956) 682-9081 (956) 686-1489 (FAX)
 11915 1200 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-250, AUSTIN, TEXAS 78733 (512) 239-5263

UTILITY LAYOUT

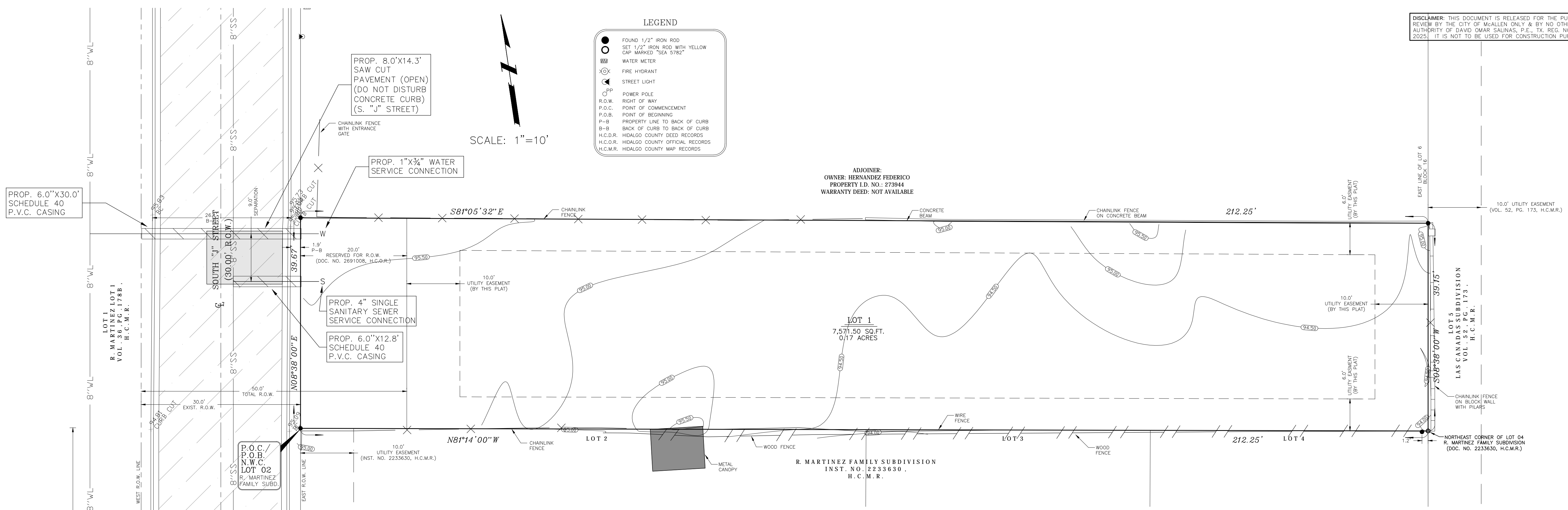
Sheet Title:

Project:
DE RIOS SUBDIVISION

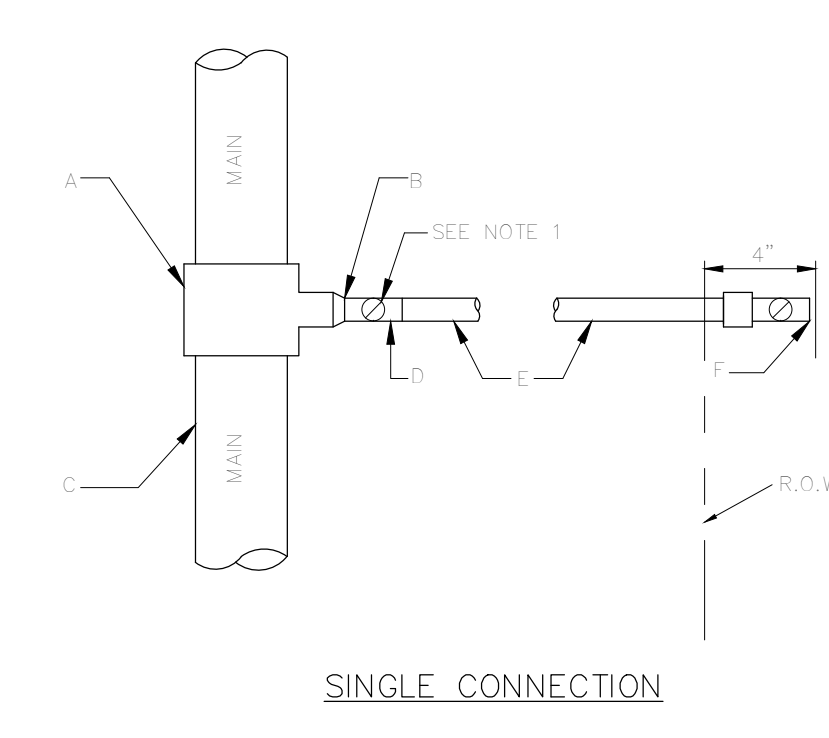
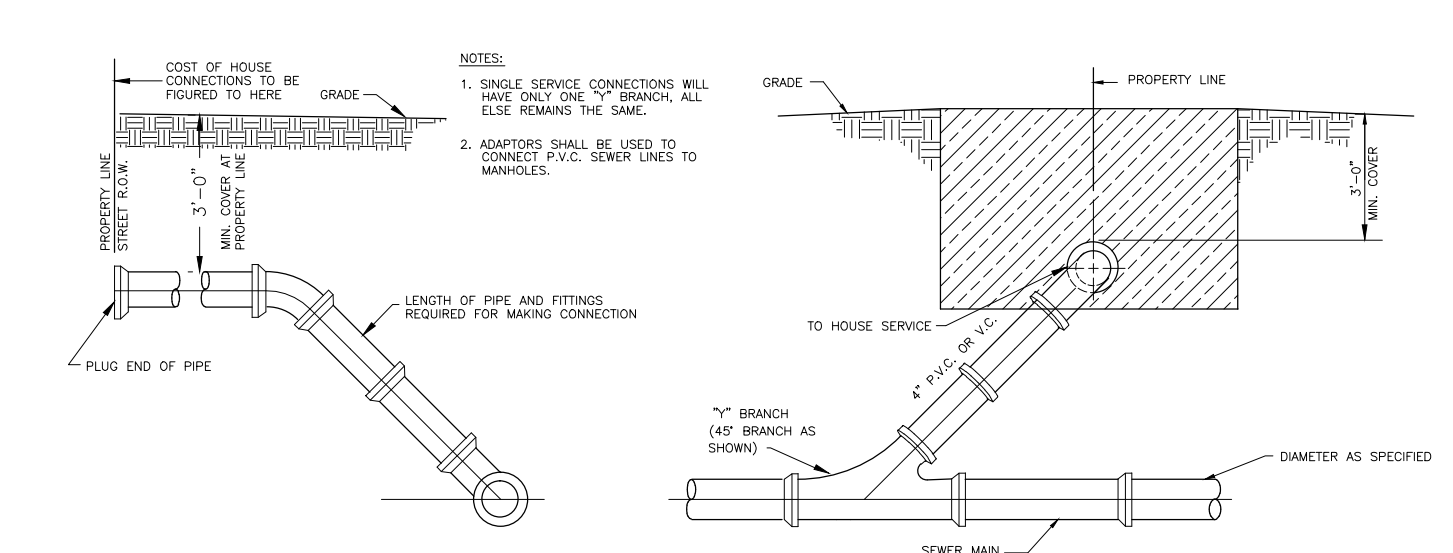
David Omar Salinas
 Registered Professional Engineer # 71973
 Date: 05/02/25
 Scale: 1"=10'
 Designed By: D.O.S.
 Drawn By: R.G.
 Checked By: D.O.S.
 Approved By: D.O.S.
 Project No: SP-25-26290
 Drawing No: SP-25-26290
 Sheet of 2

- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 3782"
 - WATER METER
 - X FIRE HYDRANT
 - STREET LIGHT
 - POWER POLE
 - R.O.W. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P-B PROPERTY LINE TO BACK OF CURB
 - B-B BACK OF CURB TO BACK OF CURB
 - H.C.D.R. HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
 - H.C.M.R. HIDALGO COUNTY MAP RECORDS

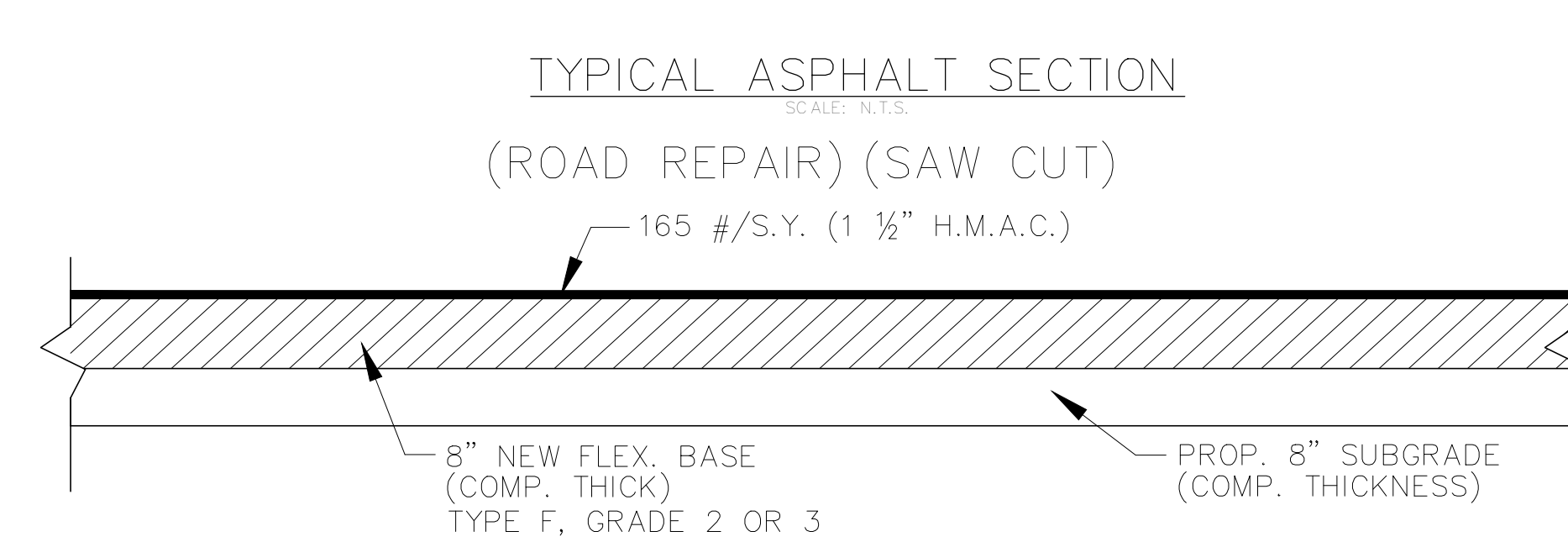
SCALE: 1"=10'



ADJOINER:
 OWNER: HERNANDEZ FEDERICO
 PROPERTY I.D. NO.: 273944
 WARRANTY DEED: NOT AVAILABLE



- CONSTRUCTION NOTES**
- A. MAIN LINE SIZE X 2" TEE OR MAIN LINE SIZE X 3/4" SERVICE SADDLE.
 - B. 2" X 3/4" REDUCER (IF NEEDED)
 - C. WATER MAIN (C900, C905 DR-18 CLASS 150)
 - D. 3/4" CORPORATION STOP.
 - E. 3/4" SERVICE LINE, POLYETHYLENE WATER TUBING, "TOUGH TUBING" ASTM D3747 OR APPROVED EQUAL
 - F. 3/4" CORPORATION STOP
- GENERAL NOTES**
1. ON ALL SERVICE LINES GREATER THAN 1" (2" PVC SCHEDULE 40), A 2" VALVE WILL BE REQUIRED.
 2. ALL SERVICE CONNECTION SHALL BE DONE PRIOR TO STREET CONSTRUCTION.
 3. SERVICE CONNECTION LOCATION TO BE SHOWN ON PLANS.



PROP. 6.0"X30.0" SCHEDULE 40 P.V.C. CASING

PROP. 8.0'X14.3' SAW CUT PAVEMENT (OPEN) (DO NOT DISTURB CONCRETE CURB) (S. "J" STREET)

PROP. 1"X3/4" WATER SERVICE CONNECTION

PROP. 4" SINGLE SANITARY SEWER SERVICE CONNECTION

PROP. 6.0"X12.8' SCHEDULE 40 P.V.C. CASING

P.O.C. / P.O.B. N.W.C. LOT 02 R. MARTINEZ FAMILY SUBD.

R. MARTINEZ FAMILY SUBDIVISION
 INST. NO. 2233630
 H.C.M.R.

LOT 5
 LAS CANADAS SUBDIVISION
 VOL. 37, P.G. 173
 H.C.M.R.

NORTHEAST CORNER OF LOT 04
 R. MARTINEZ FAMILY SUBDIVISION
 (DOC. NO. 2233630, H.C.M.R.)

108.9' PROPERTY LINE DISTANCE TO THE PROPERTY LINE

30.0' EXIST. R.O.W.

20.0' RESERVED FOR R.O.W. (DOC. NO. 2691008, H.C.M.R.)

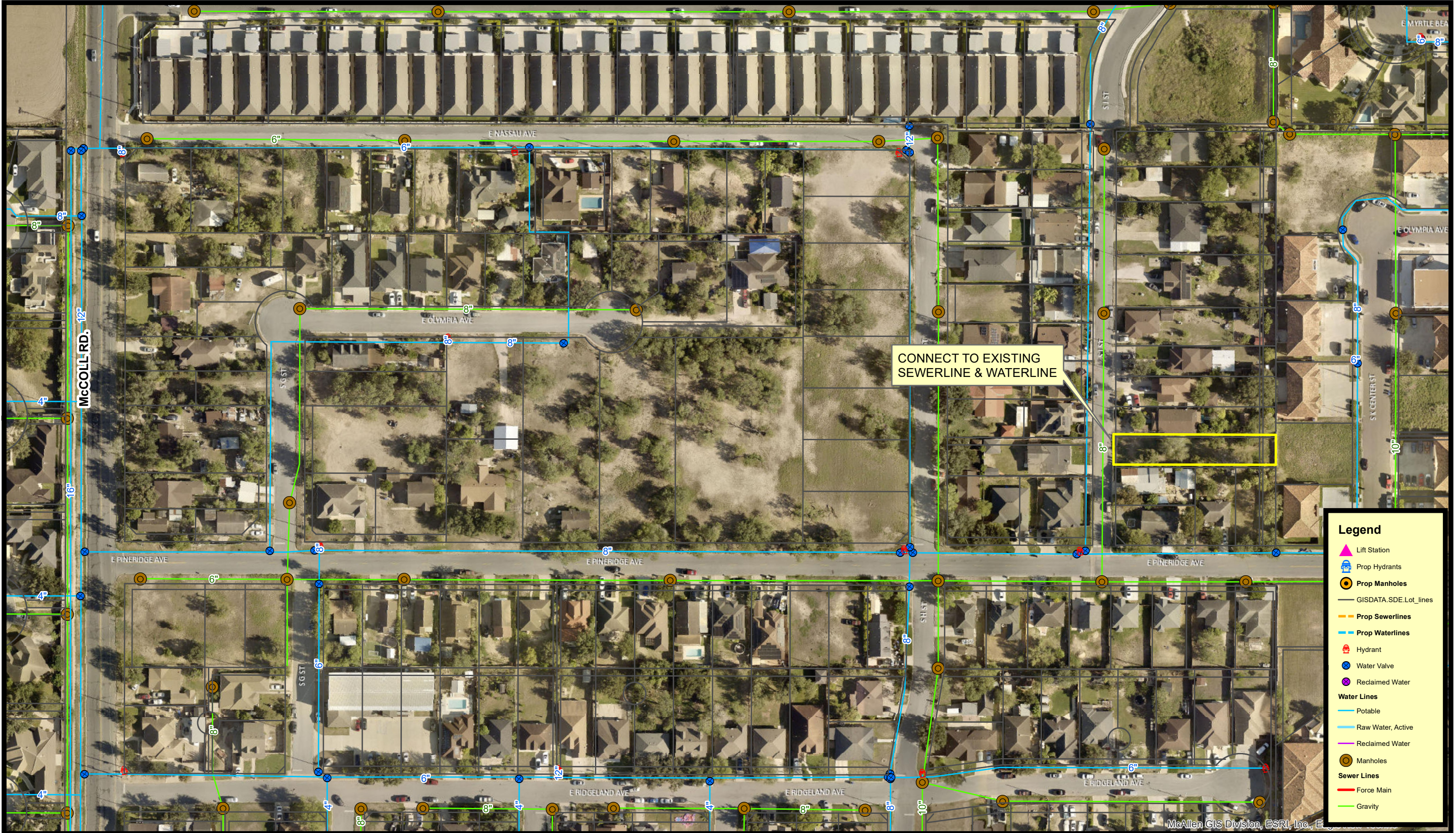
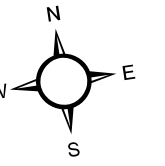
30.0' TOTAL R.O.W.

8" V.L.

8" V.L.

8" V.L.

DE RIOS SUBDIVISION



CONNECT TO EXISTING SEWERLINE & WATERLINE

Legend

- Lift Station
- Prop Hydrants
- Prop Manholes
- GISDATA.SDE.Lot_lines
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water
- Water Lines**
- Potable
- Raw Water, Active
- Reclaimed Water
- Manholes
- Sewer Lines**
- Force Main
- Gravity

Memo

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

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 5, 2025

SUBJECT: **Freedom South Subdivision; Consideration and Approval**

This property is located on the northeast corner of the intersection between US-83 Frontage Road & the S Col Rowe Blvd overpass. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 2.323 acres and is being proposed as C-3, Commercial.

The subdivision application was originally filed with the City on May 1, 2024 and received preliminary P&Z approval on June 18, 2024. The information required from the developer's engineer for this agenda was received on May 5, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing eight-inch water line using new one-inch services for each unit.
2. **Wastewater Service:** The applicant is proposing to tie in to an existing manhole located at the northeast corner of the property proposing an 8" sanitary sewer line.
3. Developer has submitted a Reimbursement Waiver.

Staff recommend 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, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed.

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

MEMORANDUM

Date: April 18, 2025
To: Erika Gomez, McAllen PUB
CC: Freedom South McAllen Subdivision
From: Mario A. Reyna, P.E.
Subject: FREEDOM SOUTH McAllen SUBDIVISION

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

WATER:

The domestic water will be served by the city of McAllen. There is an existing 8-inch waterline along the north right-of-way of U.S. Expressway 83 (I2). A proposed 2" water meter is connected to the existing 12-inch waterline and will serve lot 1.

SEWER:

There is an existing sanitary sewer manhole in the northeastern corner of this property. A proposed 6-inch sanitary sewer service line will tie-in to the existing sanitary sewer manhole to serve the proposed building.

Respectfully,


Mario A. Reyna, P.E.
President

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 FREEDOM BANK, A TEXAS BANKING CORPORATION,
C/O ARTURO ORTEGA, CEO thereafter called the DEVELOPER.

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

FREEDOM BANK SOUTH SUBDIVISION and proposes to construct Utility Improvements as
(Subdivision Name)

Shown on a plan 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 _____, 20_____.


CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

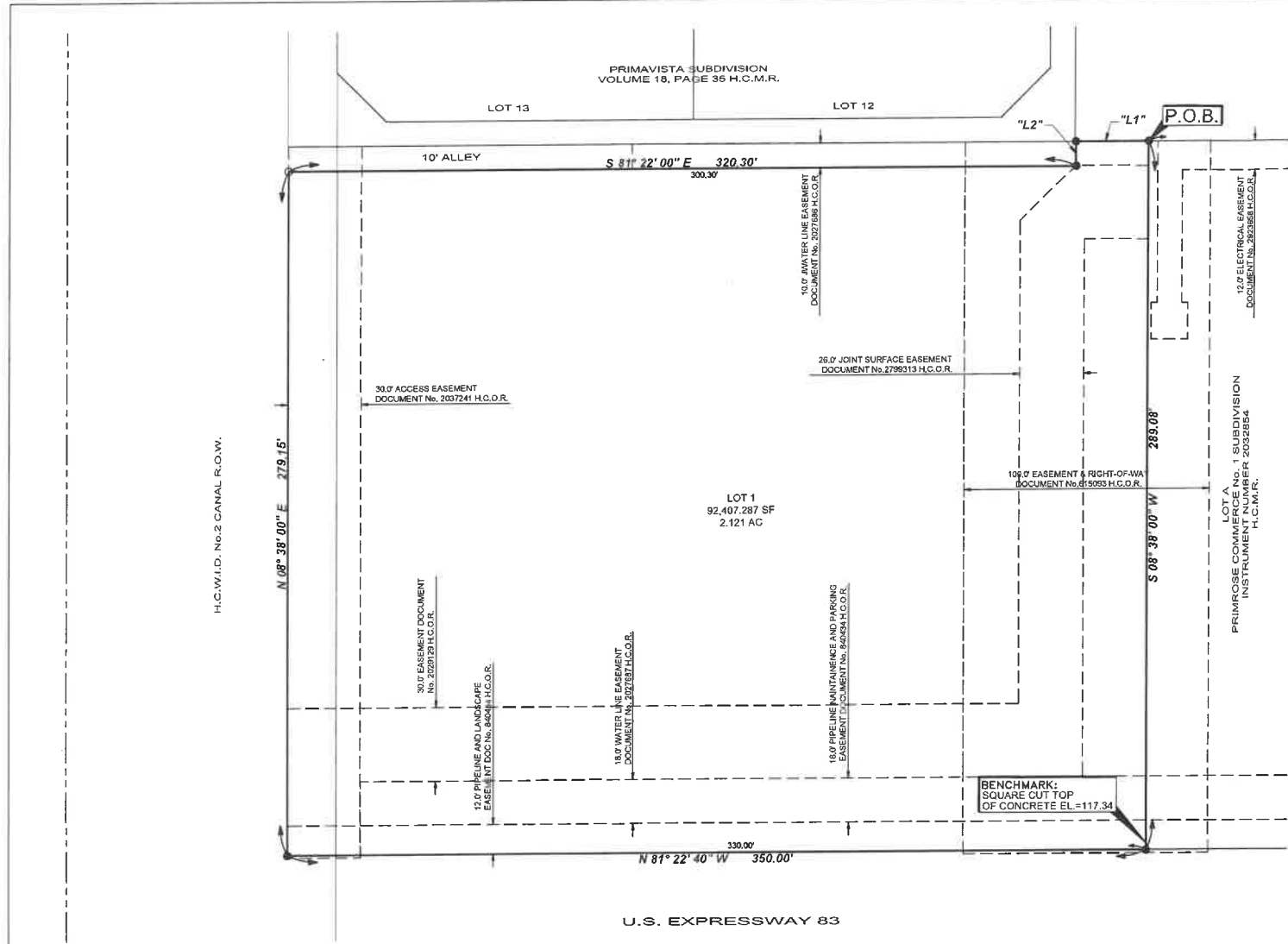
BY: _____
Mark Vega, P.E. -
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER/OWNER:

BY:  _____
Arturo Ortega, CEO
Freedom Bank,
a Texas Banking Corporation
3120 Center Pointe Drive
Edinburg, Texas 78541



SUBDIVISION MAP OF
FREEDOM SOUTH MCALLEN
SUBDIVISION
 BEING A SUBDIVISION OF 2.323 ACRES
 OUT OF LOT 4, BLOCK 14,
 STEELE AND PERSHING SUBDIVISION
 HIDALGO COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 2.323 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, 2.323 ACRES CONSISTING OF 2.190 ACRES OUT OF LOT 4, BLOCK 14 AND 0.133 OF ONE ACRE OUT OF A HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 2 MAIN CANAL, 150.00 FEET RIGHT-OF-WAY, OUT OF LOT 4, BLOCK 14, STEELE AND PERSHING SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 115, HIDALGO COUNTY DEED RECORDS, SAID 2.323 ACRES BEING A PART OR PORTION OUT OF A CERTAIN TRACT CONVEYED TO FREEDOM BANK, BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2530795, HIDALGO COUNTY OFFICIAL RECORDS, SAID 2.323 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 14,

THENCE, N 81° 21' 44" W A DISTANCE OF 989.90 FEET TO A NO. 4 REBAR FOUND, FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- THENCE, S 08° 38' 00" W A DISTANCE OF 289.08 FEET TO A NO. 4 REBAR FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N 81° 22' 40" W ALONG THE EXISTING NORTH RIGHT-OF-WAY OF U.S. EXPRESSWAY 83, AT A DISTANCE OF 330.00 PASSES THE WEST LINE OF SAID LOT 4, BLOCK 14, AND THE EAST LINE OF A 150-FOOT CANAL RIGHT-OF-WAY DEDICATED BY SAID STEELE AND PERSHING SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 350.00 FEET TO A NO. 4 REBAR FOUND, FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 08° 38' 00" E, A DISTANCE OF 279.15 FEET TO A NO. 4 REBAR SET WITHIN THE EXISTING RIGHT-OF-WAY OF SAID 150-FOOT CANAL RIGHT-OF-WAY DEDICATED BY SAID STEELE AND PERSHING SUBDIVISION, FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT;
- THENCE, S 81° 22' 40" E AT A DISTANCE OF 30.00 FEET PASSES THE EAST LINE OF SAID 150-FOOT CANAL RIGHT-OF-WAY DEDICATED BY SAID STEELE AND PERSHING SUBDIVISION, AND THE WEST LINE OF SAID LOT 4, BLOCK 14, CONTINUING A TOTAL DISTANCE OF 320.30 FEET TO A NO. 4 REBAR FOUND, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 08° 38' 00" E A DISTANCE OF 10.00 FEET TO A NO. 4 REBAR FOUND, FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT;
- THENCE, S 81° 22' 40" E A DISTANCE OF 29.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.323 ACRES OF LAND MORE OR LESS.

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

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

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

MAYOR, CITY OF MCALLEN _____ DATE _____

CITY SECRETARY _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2 ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAY OR EASEMENTS.

PRESIDENT _____ ATTEST: _____ SECRETARY _____

APPROVED BY DRAINAGE DISTRICT:
 HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 _____

RAUL E. SESIN, P.E., C.F.M.
 GENERAL MANAGER _____ DATE _____

STATE OF TEXAS
 COUNTY OF HIDALGO

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

FREEDOM BANK,
 A TEXAS BANKING CORPORATION

ARTURO ORTEGA, C.E.O.
 3120 CENTER POINT DRIVE
 EDINBURG, TEXAS 78541

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARTURO ORTEGA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

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

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____.

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
 STATE OF TEXAS

DATE PREPARED: 01/18/2022
 DATE REVISED: 6-30-2023, 11/13/2023

ENGINEERING JOB # 22169.00



STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF FREEDOM SOUTH MCALLEN SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 5/06/2024, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

ROBERTO N. TAMEZ, # 6238
 REGISTERED PROFESSIONAL LAND SURVEYOR
 DATE SURVEYED: 11-02-2022
 SURVEY JOB NO. 22664.08



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

Line Table

Line #	Direction	Length
"L1"	S 81° 22' 00" E	320.30'
"L2"	N 08° 38' 00" E	10.00'

- LEGEND**
- FOUND NO. 4 REBAR
 - FOUND NAIL
 - ⊙ SET SQUARE CUT
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.W.I.D. - HIDALGO COUNTY WATER IMPROVEMENT DISTRICT
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - Sq. Ft. - SQUARE FEET
 - N.E. COR. - NORTHEAST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING

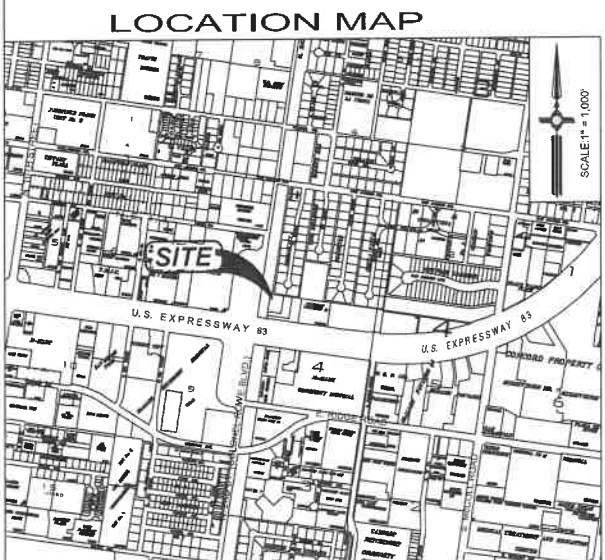
GENERAL NOTES:

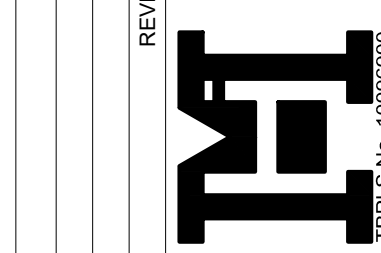
- THIS SUBDIVISION IS IN FLOOD ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480343 0010 C MAP REVISED; NOVEMBER 02, 1982.
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB MEASURED FROM THE CENTER OF THE LOT.
- FRONT: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, WHICHEVER IS GREATER APPLIES.
 REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, WHICHEVER IS GREATER APPLIES.
 SIDES: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, WHICHEVER IS GREATER APPLIES.
 CORNER: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, WHICHEVER IS GREATER APPLIES.
- CITY OF MCALLEN BENCHMARK: NUMBER MC 82. TOP OF 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP. LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF JACKSON RD & BROADWAY ST. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM. NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N=18596351.3392, E=1071202.7522, ELEV.=125.01
- REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE _____ CUBIC FEET (____ AC-FT). STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE BY EACH LOT AS APPROVED BY CITY OF MCALLEN.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF MCALLEN ENGINEERING DEPARTMENT, SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR ALL NEW BUILDING.
- NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.
- 5 FT. WIDE MINIMUM ADA COMPLIANT SIDEWALK REQUIRED ALONG U.S. EXPRESSWAY 83 AT SUBDIVISION STAGE.
- 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
- 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

DRAWN BY: EM DATE 06-07-2024
 REVISION: _____ DATE _____
 SURVEYED, CHECKED: _____ DATE _____
 FINAL CHECK: _____ DATE _____

M MELDEN & HUNT, INC.
 CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE - EDINBURG, TX 78541
 PH: (956) 381-0981 - FAX: (956) 381-1838
 ESTABLISHED 1947 - www.meldenandhunt.com

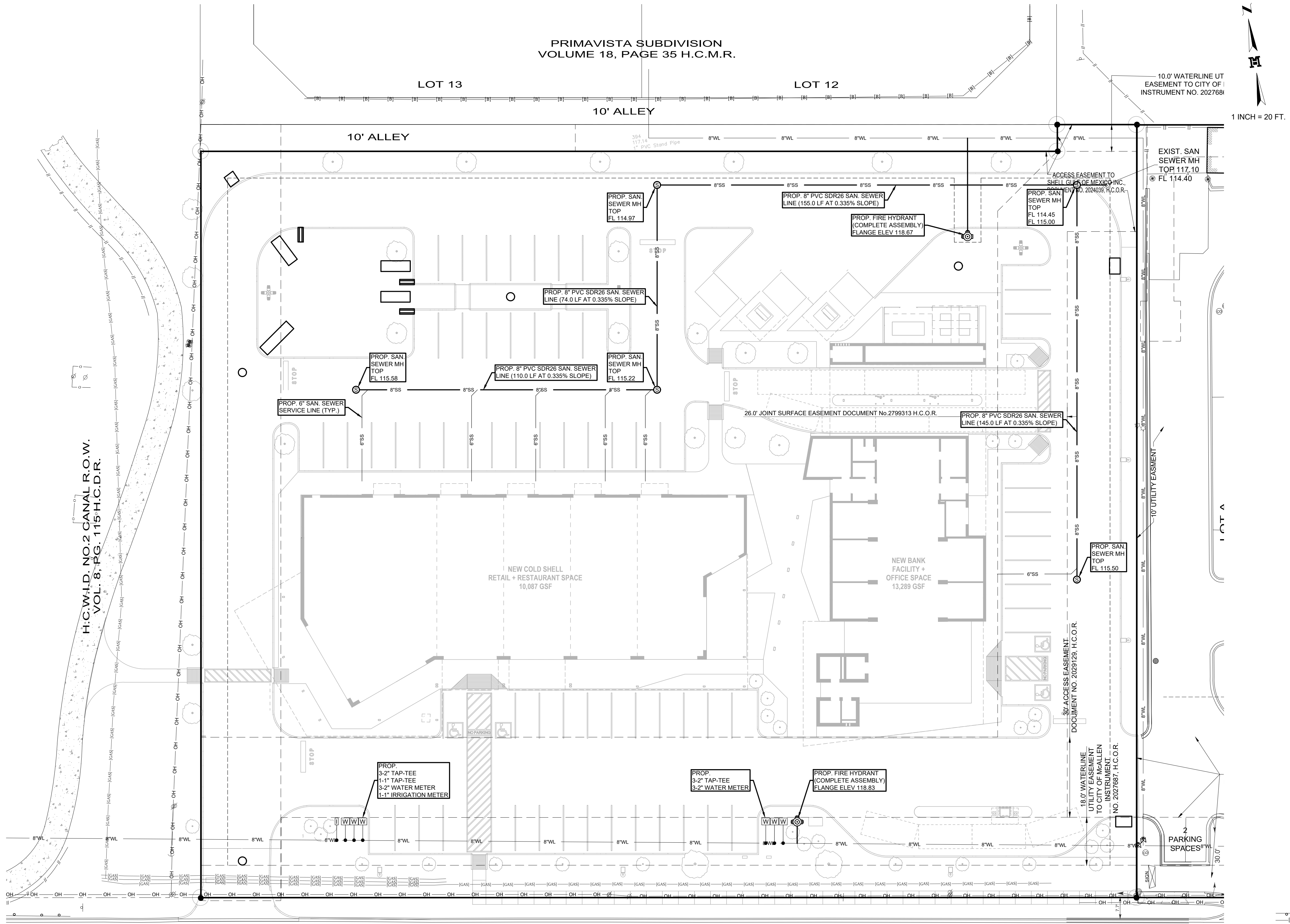




THIS DOCUMENT IS RELEASED UNDER THE AUTHORITY OF MARIO A. REYNA, P.E. 117268 TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREEDOM SOUTH McALLEN SUBDIVISION McALLEN, TEXAS

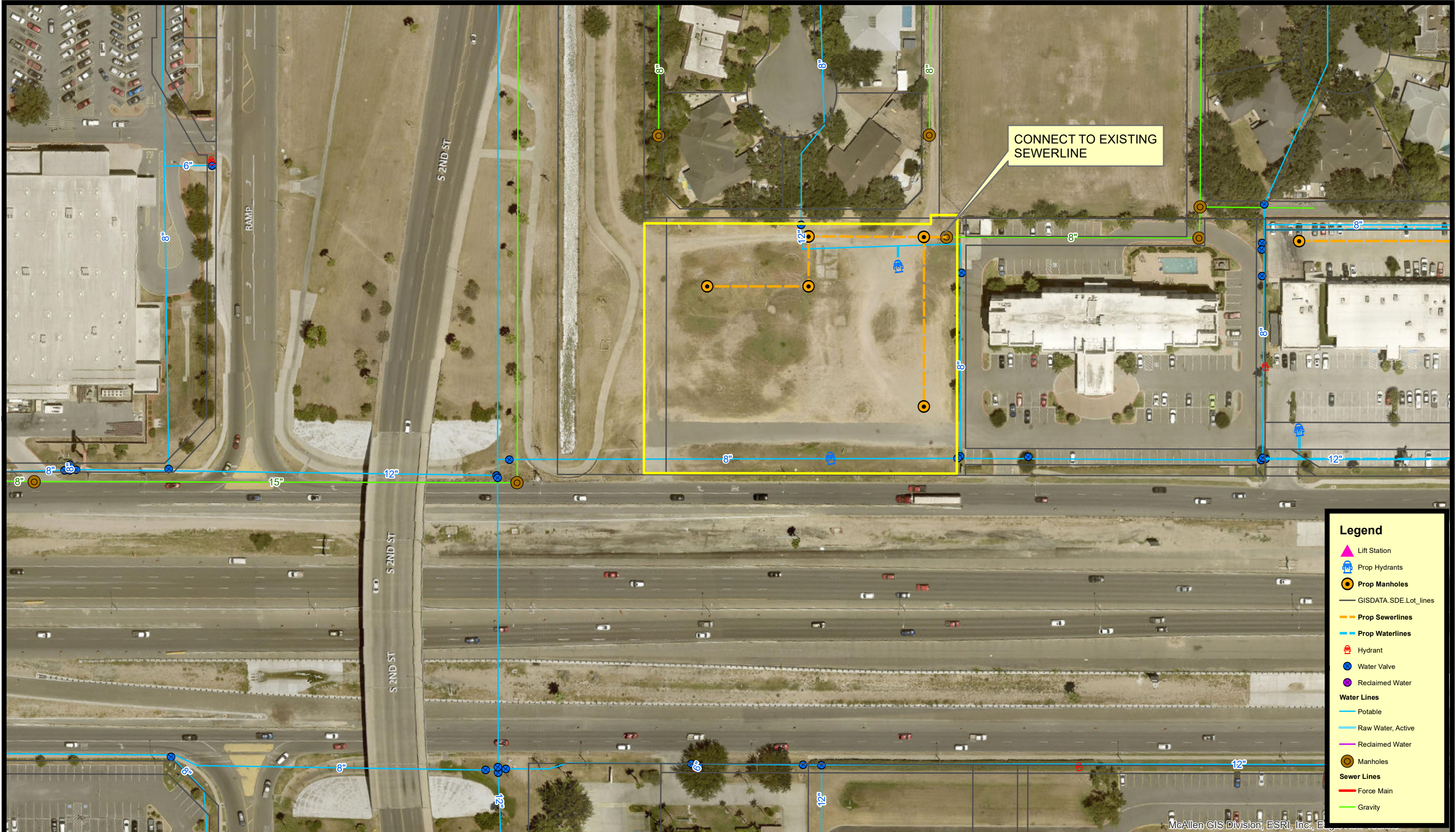
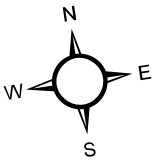
WATER AND SEWER LAYOUT



- LEGEND**
- FOUND No. 4 REBAR
 - ◆ FOUND NAIL
 - ⊗ SET SQUARE CUT
 - ⊙ POWER POLE
 - LIGHT POLE
 - GUY WIRE
 - ⊙ SINGLE POST SIGN
 - ⊙ WATER VALVE
 - ⊙ SPRINKLER CONTROL VALVE
 - ⊙ GAS SIGN
 - ⊙ TYPE "C" INLET
 - ⊙ ELECTRIC BOX
 - GUARD RAIL
 - BRICK FENCE
 - WOOD FENCE
 - PIPE RAILING FENCE
 - OH OVERHEAD POWER LINE
 - SPOTTED GAS LINE (APPROXIMATE LOCATION)
 - ▨ ASPHALT AREA
 - ▨ CONCRETE AREA
 - ▨ DIRT DRIVEWAY
 - A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.W.I.D. - HIDALGO COUNTY WATER IMPROVEMENT DISTRICT
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - Sq. Ft. - SQUARE FEET
 - N.E. COR. - NORTHEAST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - LOT LINE

REVIEW SET

FREEDOM SOUTH McALLEN SUBDIVISION



Legend

- Lift Station
- Prop Hydrants
- Prop Manholes
- GISDATA.SDE.Lot_lines
- Prop Sewerlines
- Prop Waterlines
- Hydrant
- Water Valve
- Reclaimed Water
- Water Lines**
- Potable
- Raw Water, Active
- Reclaimed Water
- Manholes
- Sewer Lines**
- Force Main
- Gravity



AGENDA ITEM 3.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/19/2025

MEETING DATE 5/28/2025

1. Agenda Item: Consideration and Approval of Award of Contract for the Jasmine Ave Sewer Improvements- Project No. 04-25-C19-858
2. Party Making Request:
Erika Gomez, Utility Engineer
3. Nature of Request: Consideration and Approval of Award of Contract for the Jasmine Ave Sewer Improvements- Project No. 04-25-C19-858
4. Budgeted: yes

Bid Amount:	\$193,440	Budgeted Amount:	\$209,765
Under Budget:	\$16,325	Over Budget:	\$0.00
		Amount Remaining:	\$16,325
5. Reimbursement: N/A
6. Routing:

Erika Gomez	Created/Initiated - 5/19/2025
Julia Lash	Approved - 5/19/2025
Gerardo Noriega	Final Approval - 5/20/2025
7. Staff's Recommendation: Approve as presented.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A Vega, P.E., General Manager
FROM: Erika Gomez, P.E., Utility Engineer
DATE: May 12, 2025
SUBJECT: Consideration and Approval of Award of Contract for the Jasmine Ave Sewer Improvements- Project No. 04-25-C19-858 (CDBG Funded)

On May 8, 2025, the City of McAllen Purchasing Department conducted a public bid opening for the **Jasmine Avenue Sewer Improvements Project**, which is funded through a Community Development Block Grant (CDBG). The project is located in the alley between Jasmine Avenue and Hackberry Avenue, spanning from Main Street to 12th Street. The scope of work includes the replacement of approximately 12" Vitrified Clay sewer pipe using the pipe bursting method.

A total of **four (4)** bids were received. The lowest responsive and responsible bidder is Southern Trenchless Solutions, LLC, based in La Feria, Texas, with a total bid amount of \$193,440.00. A detailed bid tabulation is attached for reference.

Staff recommends awarding the construction contract to **Southern Trenchless Solutions, LLC** in the amount of **\$193,440.00**.

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



BID OPENING : MAY 8,2025 AT 4:00 P.M. CST
LOCATION: CITY HALL CONFERENCE ROOM 2A
PROJECT NO. 04-25-C19-858 JASMINE AVE SEWER IMPROVEMENTS (CDBG)

					SOUTHERN TRENCHLESS SOLUTIONS LLC LAFERIA, TX		RENOWORKS,LLC EDINBURG, TX		ARTISAN CONSULTING, LLC MCALLEN, TX		4MA CONSTRUCTION LLC ALTON, TX	
NO.	TYPE	DESCRIPTION	BIDDERS		UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
			UOM	QTY								
1	BASE	REPLACEMENT OF EXISTING 12-INCH SANITARY SEWER VITRIFIED CLAY PIPE THRU PIPE BURSTING METHOD WITH 12-INCH HDPE (5-10FT DEPTH)	LF	850	\$93.50	\$79,475.00	\$99.00	\$84,150.00	\$175.00	\$148,750.00	\$216.05	\$183,642.50
2	BASE	4-INCH SANITARY SEWER STUB-OUTS OR RE-CONNECTIONS, COMPLETE-IN PLACE, W/ CLEAN OUT	EA	8	\$1,500.00	\$12,000.00	\$1,144.00	\$9,152.00	\$1,800.00	\$14,400.00	\$3,200.00	\$25,600.00
3	BASE	OBSTRUCTION REMOVAL IN ACCORDANCE WITH TECHNICAL SPECIFICATION 02860	LS	1	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$20,000.00	\$20,000.00	\$38,400.00	\$38,400.00
4	BASE	8"-12" POINT REPAIR (0-8' DEEP)	EA	5	\$2,500.00	\$12,500.00	\$1,265.00	\$6,325.00	\$3,500.00	\$17,500.00	\$2,100.00	\$10,500.00
5	BASE	PIPE BURSTING ACCESS PIT	EA	2	\$5,000.00	\$10,000.00	\$6,105.00	\$12,210.00	\$1,750.00	\$3,500.00	\$5,600.00	\$11,200.00
6	BASE	PAVEMENT CUT & RESTORE, MATCH EXISTING PAVEMENT SECTION (MIN 2-IN HMAC & 8" BASE), COMPLETE IN PLACE	SY	90	\$108.00	\$9,720.00	\$121.00	\$10,890.00	\$200.00	\$18,000.00	\$96.00	\$8,640.00
7	BASE	SIDEWALK CUT AND RESTORE, COMPLETE IN PLACE	SY	10	\$745.00	\$7,450.00	\$495.00	\$4,950.00	\$250.00	\$2,500.00	\$960.00	\$9,600.00
8	BASE	OPEN TRENCH LINE REPLACEMENT	LF	100	\$10.00	\$1,000.00	\$151.80	\$15,180.00	\$100.00	\$10,000.00	\$280.00	\$28,000.00
9	BASE	TRENCH SAFETY SYSTEM PER OSHA REQUIREMENTS	LF	100	\$5.00	\$500.00	\$10.50	\$1,050.00	\$7.00	\$700.00	\$160.00	\$16,000.00
10	BASE	PRE TV INSPECTION	LF	850	\$9.70	\$8,245.00	\$10.50	\$8,925.00	\$20.00	\$17,000.00	\$7.00	\$5,950.00
11	BASE	POST TV INSPECTION	LF	850	\$3.00	\$2,550.00	\$5.50	\$4,675.00	\$3.00	\$2,550.00	\$7.00	\$5,950.00
12	BASE	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	\$5,000.00	\$5,000.00	\$3,080.00	\$3,080.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00
13	BASE	ALLOWANCE TO BE APPLIED AS NEEDED FOR MANHOLE REHAB. (THIS LINE ITEM WILL BE ONLY UTILIZE IF AUTHORIZED BY THE ENGINEER IN WRITING. A COST PROPOSAL FOR THIS ITEM MUST BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER)	EA	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
GRAND TOTAL:					\$193,440.00		\$207,187.00		\$294,900.00		\$390,482.50	

*PAGES 27-28 NOT SUBMITTED

**W9 SIGNED BUT NO INFORMATION INPUTTED



AGENDA ITEM **3.b.**

PUBLIC UTILITY BOARD

DATE SUBMITTED **05/21/2025**

MEETING DATE **5/28/2025**

1. Agenda Item: Consideration and Action in Awarding Environmental Laboratory Services Contract to SPL., INC. (Project No. 03-25-S29-93)
2. Party Making Request: David Garza, Director Wastewater Systems
3. Nature of Request: Consideration and action of awarding environmental laboratory services contract to SPL.
4. Budgeted: **Yes**


Bid Amount:	\$29,488	Budgeted Amount:	\$45,000
Under Budget:	\$15,512	Over Budget:	\$0.00
		Amount Remaining:	\$15,512
5. Reimbursement:
6. Routing:

David Garza	Created/Initiated - 5/21/2025
Cecilia Garza	Approved - 5/21/2025
Gerardo Noriega	Final Approval - 5/21/2025
7. Staff's Recommendation: Awarding environmental laboratory services to SPL., INC, of Kilgore, TX that has a branch in Brownsville, TX.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC



WASTEWATER DIVISION

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

FROM: David Garza, Director of Wastewater Systems 

DATE: 05-14-2025

SUBJECT: ENVIRONMENTAL LABORATORY SERVICES CONTRACT- PROJECT
NO. 03-25-S29-93:

Two bids were received for environmental laboratory services. Based on past experience with both laboratory services, we are requesting the bid be awarded to SPL., INC., of Kilgore, TX. SPL. INC. is our current service laboratory provider and has a branch in Brownsville, TX. The bid amount for laboratory service for 26 individual samples is \$3,985.00.

Staff recommendation to accept SPL Inc., as per the contract period of one (1) year from the date of award of contract and prices shall remain firm for one (1) year as per the contract, with the option to extend the contract in one (1) year increment for additional three (3) years as long as the price remain firm and the performance of the company remain satisfactory.

Thank you in advance for your cooperation regarding this matter. Should you have any questions or require additional information please do not hesitate to contact me at (956)681-1750.



DEADLINE: MARCH 27, 2025 AT 3:00 P.M. CST
 LOCATION: PURCHASING & CONTRACTING OFFICE
 PROJECT NO. 03-25-S28-83 SERVICE CONTRACT FOR ENVIRONMENTAL LAB SERVICES

PREPARED 02/27/2025 10

REFERENCE NO.		TYPE	DESCRIPTION	QTY	UNIT	EXT PRICE	COMMENTS	EXT PRICE	SPC. INC. KILGORE, TX
1	961-48-01001	BASE	PRICING FOR 1-YEAR CONTRACT - WASTEWATER TABLE II (EST QTY: 6/YEAR) PRICING FOR 1-YEAR CONTRACT - WASTEWATER TABLE III (EST QTY: 16/YEAR) 1) CYANIDE AMENABLE TO CHLORINE IS THE PARAMETER REQUIRED (EPA 335.1) 2) PHENOLS REQUIRES EPA METHOD 420.1	1	EA	\$ 335.00		\$ 720.00	
2	961-48-01002	BASE		1	EA	\$ 169.00		\$ 530.00	
3	961-48-01003	BASE	PRICING FOR 1-YEAR CONTRACT - TOTAL CYANIDES (MINI, 16/YEAR)	1	EA	\$ 35.00		\$ 40.00	
4	961-48-01004	BASE	PRICING FOR 1-YEAR CONTRACT - OIL & GREASE (AS NEEDED)	1	EA	\$ 50.00		\$ 41.00	
5	961-48-01005	BASE	PRICING FOR 1-YEAR - TOTAL TOXIC ORGANICS (AS NEEDED)	1	EA	\$ 335.00		\$ 810.00	
6	961-48-01006	BASE	PRICING FOR 1-YEAR - 30 TAC CHAP. 307 (EST QTY: 6/YEAR)	1	EA	\$ 925.00		\$ 1,468.00	
7	961-48-01007	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - ARSENIC DETECTION LEVEL 0.010 MG/L	1	EA	\$ 7.00		\$ 11.00	
8	961-48-01008	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - CADMIUM DETECTION LEVEL 0.001 MG/L	1	EA	\$ 7.00		\$ 11.00	
9	961-48-01009	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - CHROMIUM DETECTION LEVEL 0.010 MG/L	1	EA	\$ 7.00		\$ 11.00	
10	961-48-01010	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - COPPER DETECTION LEVEL 0.010 MG/L	1	EA	\$ 7.00		\$ 11.00	
11	961-48-01011	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - LEAD DETECTION LEVEL 0.005 MG/L	1	EA	\$ 7.00		\$ 11.00	
12	961-48-01012	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - LOW MERCURY DETECTION LEVEL 0.0002 MG/L	1	EA	\$ 30.00		\$ 72.00	
13	961-48-01013	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - NICKEL DETECTION LEVEL 0.010 MG/L	1	EA	\$ 7.00		\$ 11.00	
14	961-48-01014	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - BISMUTH DETECTION LEVEL 0.010 MG/L	1	EA	\$ 7.00		\$ 11.00	
15	961-48-01015	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - SILVER DETECTION LEVEL 0.002 MG/L	1	EA	\$ 7.00		\$ 11.00	
16	961-48-01016	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - ZINC DETECTION LEVEL 0.005 MG/L	1	EA	\$ 7.00		\$ 11.00	
17	961-48-01017	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - MOLYBDENUM DETECTION LEVEL 0.005 MG/L	1	EA	\$ 7.00		\$ 11.00	
18	961-48-01018	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - TOTAL PHOSPHORUS DETECTION LEVEL 0.02 MG/L	1	EA	\$ 7.00		\$ 30.00	
19	961-48-01019	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - SULFATE DETECTION LEVEL 0.2 MG/L	1	EA	\$ 25.00		\$ 22.00	
20	961-48-01020	BASE	PRICING FOR 1-YEAR - (ADDITIONAL ANALYSIS ON WASTEWATER SAMPLES) PARAMETER - TOTAL NITROGEN DETECTION LEVEL 0.1 MG/L	1	EA	\$ 45.00		\$ 31.00	
21	961-48-01021	BASE	PRICING FOR 1-YEAR - TESTING DIGESTION METALS DIGESTION (PER SAMPLE IF NECESSARY)	1	EA	\$ 10.00		\$ 14.00	
22	961-48-01022	BASE	PRICING FOR 1-YEAR - MERCURY DIGESTION (PER SAMPLE IF NECESSARY)	1	EA	\$ -	SAMPLE DIGESTION IS INCLUDED IN THE MERCURY TESTING COST LINE	\$ 14.00	
23	961-48-01023	BASE	PRICING FOR 1-YEAR - TESTING DIGESTION CONTAINER COST	1	EA	\$ 2.50		\$ 36.00	
24	961-48-01024	BASE	PRICING FOR 1-YEAR CONTRACT - PARAMETER TOTAL CHROMIUM (AS NEEDED)	1	EA	\$ 7.00		\$ 11.00	
25	961-48-01025	BASE	PRICING FOR 1-YEAR CONTRACT - PARAMETER CHROMIUM (TRI) (AS NEEDED)	1	EA	\$ 10.00		\$ 8.00	
26	961-48-01026	BASE	PRICING FOR 1-YEAR CONTRACT - PARAMETER CHROMIUM (HEX) (AS NEEDED)	1	EA	\$ 30.00		\$ 27.00	
27	962-96-01001	BASE	PRICING FOR 1-YEAR - SHIPPING & HANDLING	1	EA	\$ 40.00	COST IS THE CHARGE PER COOLER FOR RETURN SHIPPING TO THE LAB. OUTGOING GROUND SHIPPING FROM THE LAB IS NO CHARGE	\$ -	
GRAND TOTAL								\$ 2,125.50	\$ 3,885.00



EVALUATION CRITERIA:

POINTS:

- | | |
|---|-----------|
| 1. EXPERIENCE OF KEY PERSONNEL | 25 |
| 2. QUALITY ASSURANCE / QUALITY CONTROL CRITERIA | 20 |
| 3. MINIMUM ANALYTICAL LEVEL (MAL) | 20 |
| 4. REFERENCES | 15 |
| 5. COST FACTOR | 5 |
| 6. TURNAROUND TIME AND REPORT QUALITY | 5 |
| 7. STATE BASED LAB OR WITHIN REASONABLE DISTANCE | 5 |

TOTAL POINTS: 95



Environment Testing America

EVALUATION CRITERIA:

POINTS:

- | | |
|--|----|
| 1. EXPERIENCE OF KEY PERSONNEL | 25 |
| 2. QUALITY ASSURANCE / QUALITY CONTROL CRITERIA | 19 |
| 3. MINIMUM ANALYTICAL LEVEL (MAL) | 19 |
| 4. REFERENCES | 13 |
| 5. COST FACTOR | 10 |
| 6. TURNAROUND TIME AND REPORT QUALITY | 5 |
| 7. STATE BASED LAB OR WITHIN REASONABLE DISTANCE | 2 |

TOTAL POINTS: 93

PROJECT NO. 03-25-S29-93 ENVIRONMENTAL LAB SERVICES

Laboratory Evaluation

CRITERIA	POINTS	Eurofins	SPL	
Experience of Key Personnel	25	25	25	
Quality Assurance/Quality Control Criteria	20	19	20	
Minimum Analytical Level	20	19	20	
References	15	13	15	
Cost Factor	10	10	5	
Turnaround Time and Report Quality	5	5	5	
State-Based Lab or within reasonable distance	5	2	5	
	100	93	95	



Memo

To: Marco A. Vega, P.E., General Manager *mw*
From: Juan M. Vallejo, Assistant Director Water Systems *JMV*
Thru: Edward Gonzalez, Director Water Systems *EG*
Date: 5/13/2025
Re: Project NO. 05-25-SP14-203 Supply Contract for the Purchase and Delivery of Chlorine

On May 8, 2025, Purchasing & Contracting solicited electronic sealed bids for the Supply Contract for the Purchase and Delivery of Chlorine. A total of two (2) companies responded to our solicitation bid. Attached is a copy of the Bid Tabulation for your review.

The Water Plant staff recommends the bid be awarded to the lowest responsive responsible bidder, PVS DX, Inc., from Corpus Christi, Texas for the total amount of \$2,314.00 per 1-ton container. If awarded, contract will be for an initial contract term of two (2) years. If the performance is satisfactory, the City of McAllen reserves the unilateral right to extend the contract for an additional two (2) years in one (1) year increments.

PVS DX, Inc., meets all the specification requirements and whose proposal is determined to be the most advantageous to the City of McAllen, for the supply of chlorine.

Please advise if any additional information is needed.

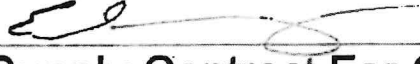


BID OPENING: THURSDAY, MAY 8, 2025 AT 2:00 PM CDT
LOCATION: CITY HALL CONFERENCE ROOM NO. 2A
PROJECT NO. 05-25-SP14-203 SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF CHLORINE

NO.	REFERENCE NO.	TYPE	DESCRIPTION	BIDDERS:		UNIT PRICE
				QTY	UNIT PRICE	
1	19036	BASE	CHLORINE, UNIT PRICE PER 1-TON CONTAINER DELIVERED AND PUT IN.	1	\$2,314.00	\$2,314.00
GRAND TOTAL:					\$2,314.00	\$2,650.00
				PVS DX, INC. CORPUS CHRISTI, TX		ALEXANDER CHEMICAL CORPORATION LAPORTE, IN

REQUEST FOR AVAILABILITY OF FUNDS

Construction	<input type="checkbox"/>	Purchase	<input type="checkbox"/>
Service	<input type="checkbox"/>	Supply	<input checked="" type="checkbox"/>
Land Acquisition	<input type="checkbox"/>		

Department Name: Water Plant
Department Head: Edward Gonzalez
Signature:  Date: 03/25/2025
Project Name: Supply Contract For Chlorine
Description: Supply contract for Chlorine for water treatment process.

Start Date _____ End Date _____ Location of Project: _____

State/Federal Funding (Specify Agency (ies)): _____

State/Federal Grants (Specify Agency (ies)): _____

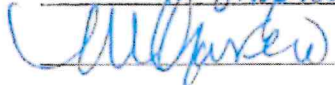
Account Number : (Include Project Code) 400-4010-443.62-20 Estimated Cost: \$ 889,600

Account Number : (Include Project Code) _____ Estimated Cost: _____

Office of Management & Budget / Treasury Management Approval:

Budget Information:	Budgeted	<input checked="" type="checkbox"/>	No Funds Available	<input type="checkbox"/>
	Not Budgeted	<input type="checkbox"/>	Budget Amendment Required	<input type="checkbox"/>
			Budget Reclass Required	<input type="checkbox"/>

Funding Source: Water Chemical Fund
Budget Amount: \$ 2,045,405

Name: Maria Chavers
Title: Director of Finance & Utilities
Signature:  Date: 3-25-25

City Manager / General Manager Authorization to Solicit Bids

Approved: Disapproved:

Signature:  Date: 3/25/25

FEDERAL REQUIREMENTS:

A. Please verify if an environmental review has been completed on this project.
Please provide release of funds date if applicable: _____

N/A

B. Please specify if there are any Buy America Requirements for this project.
If yes, Please advise which Buy America provision applies.

No, Buy America does not apply

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

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

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

No DBE Required for this project.

D. Please specify if there are any special advertising requirements for this procurement.
If yes, please include the websites or additional circulars where notice of procurement must be advertised.

N/A

Please add publication location. _____

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

N/A

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



	AGENDA ITEM	<u>3.d.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/21/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consideration and Approval of a Professional Services Contract for Planning, Design and Construction Phase Consulting Engineering Services for Ware Road Utilities. Project No. 05-25-S63-01.

2. Party Making Request:
Carlos Gonzalez, Development and Special Projects Engineer

3. Nature of Request: Consideration and Approval of a Professional Services Contract for Planning, Design and Construction Phase Consulting Engineering Services for Ware Road Utilities.

4. Budgeted: We have \$230K in current FY budgeted and are slightly overbudget. However, the majority of Scope will be performed next FY. So we will budget accordingly for next FY

Bid Amount:	\$252,553	Budgeted Amount:	\$230,000
Under Budget:	\$0.00	Over Budget:	\$22,553
		Amount Remaining:	\$0.00

5. Reimbursement:

6. Routing:
 Carlos Gonzalez Created/Initiated - 5/21/2025
 Gerardo Noriega Final Approval - 5/21/2025

7. Staff's Recommendation: Consideration and Approval of a Professional Services Contract for Planning, Design and Construction Phase Consulting Engineering Services for Ware Road Utilities.

8. City Attorney: Approve. -AWS

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

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

DATE: May 21, 2025

SUBJECT: Award of Professional Services Contract – Ware Road Utility Improvements; RFQ Solicitation 11-22-S10-450; Engineering Rotation List - Project No. 05-25-S63-01

On February 25, 2025, a Board Workshop followed by a Regular Meeting were held to consider the assignment of multiple projects to engineering firms from an engineering rotation list established thru subject RFQ Solicitation Process (11-22-S10-450). One of the project assignments included the Ware Road Utility Improvements associated with TxDOT's Planned Roadway Improvements. That assignment went to the Engineering Firm of Guzman & Munoz Engineering & Surveying.

Staff has completed a Scope of Service and corresponding fee proposal review. The Scope includes the installation of both waterline and sewerline along Ware Road from Mile 5 (FM 676) to SH 107. An Exhibit illustrating the concept utility improvements is included in Agenda Packet. The Waterline Improvements will close gaps within the service area recently acquired from Sharyland WSC. The sewerline will be extended to provide service to currently unserved areas and will tie into the future Sprague Road Interceptor Line.

The Scope of Service included a Fee Proposal for an amount of \$252,553.00.

Staff recommends consideration and approval of professional services contract as proposed and will be available for comments or questions at Board Meeting.

**CONTRACT AGREEMENT
FOR
ENGINEERING/PROFESSIONAL SERVICES**

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the _____ day of _____, in the year 2025, between the MCALLEN PUBLIC UTILITY, hereinafter called the **OWNER** and GUZMAN & MUNOZ ENGINEERING AND SURVEYING INC., hereinafter called the **ENGINEER** for the WARE RD WIDENING UTILITY IMPROVEMENTS *In Hidalgo County, TX*, hereinafter called the **PROJECT**.

PART II. ENGINEERING FEES

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

PART III. TERM OF AGREEMENT

This Agreement shall be in effect until the close of business of _____, **2025**.

PART IV. NOTICES

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

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

PART V. TERMS AND CONDITIONS

ARTICLE 1. - ENGINEER'S SERVICES

1.1 Basic Services

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

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

1.2 Study and Report Phase

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

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

1.3 Design Phase

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

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

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

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

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

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

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

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

1.4 Bidding or Negotiating Phase

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

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

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

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

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

1.4.5 Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

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

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

1.5 Construction Phase

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

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

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

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

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

1.5.5 Based on **ENGINEER's** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observations

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

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

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

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

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

1.6 Period of Service

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

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

ARTICLE 2. - ADDITIONAL OR SPECIAL SERVICES

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

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and

impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.

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

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

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

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

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

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

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

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

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

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

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

2.2 Resident Services During Construction

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

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

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project representation will not make **ENGINEER** responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

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

ARTICLE 3. - OWNER's RESPONSIBILITIES

OWNER shall:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. - PAYMENTS TO ENGINEER

4.1 Methods of Payment for Services and Expenses of ENGINEER.

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

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

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

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

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

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

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

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

4.2 Times of Payments

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

4.3 Other Provisions Concerning Payments

4.3.1 If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty (30) days after receipt of **ENGINEER**'s bill therefore, the amounts due **ENGINEER** shall include a charge of 10% per annum interest from said thirtieth day, and in addition, **ENGINEER** may, if himself not in default, after giving seven (7) days written notice to **OWNER**, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

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

4.4 Definitions

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

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

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

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

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

4.7.1 **ENGINEER** is in default of any of its obligations hereunder or otherwise is in default under this

Agreement or any of the Contract documents;

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

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

4.7.4 If **OWNER**, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no additional payments will be due **ENGINEER** hereunder unless and until **ENGINEER**, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by **OWNER** to be sufficient to so complete the services.

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

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

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

ARTICLE 5. - GENERAL CONSIDERATIONS

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

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

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

5.4 Successors and Assigns

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

5.4.2 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement

without the written consent of the other except as stated in Paragraph 5.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

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

ARTICLE 6. - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.1 This Agreement is subject to the following special provisions:

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

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

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

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

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

No endorsements excluding these coverage's are allowed.

Additional Insured Requirement:

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.3 **Exhibit C "Work Schedule"**

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

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

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

ARTICLE 7. OTHER CONDITIONS OR SERVICES

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

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

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

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

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

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

This is an exhibit attached to, made a part of, and incorporated by reference into the Agreement made on _____ day of _____, 2025 between “**McAllen Public Utility**” (owner) and “**Guzman & Muñoz Engineering and Surveying Inc.**” (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are amended or supplemented as indicated below, and the time periods for the performance of certain services are stipulated as indicated below.

Summary of Work:

The object of this engineering project is to prepare preliminary and final plans for the construction of a relocation and design of a waterline and sewer line for the expansion of Ware Road, located between Auburn Ave to State Highway 107 and preliminary review of TxDot Project CSJ 2094-010-063 FM 2220 at the intersection of Mile 17 ½ and Ware Rd. in McAllen, Texas.

SERVICES PROVIDED BY THE OWNER:

1. The OWNER shall clearly define the Project to the ENGINEER and provide the ENGINEER with clear Project objectives, expectations, time schedules, budgets and other information necessary to the timely development of the Project.
2. The OWNER shall furnish the ENGINEER all pertinent information, documents, recorded “as-built” drawings of any city utilities in the project area. Topographic Survey of the site and surrounding areas, including locations and elevation of sanitary sewer manholes, and locations of power lines, water lines and other public/private utilities that may interfere with design and construction.
3. The OWNER shall make known to the ENGINEER any known restrictions and encroachments related to the Project Site such as restrictive covenants, building setbacks, etc. that may impact the location or configuration of the proposed improvements.
4. Copies of existing plans and specifications on the existing portable water distribution system and sanitary sewer collection system plans and any appurtenant facilities within the Project area.
5. Copies of existing plans that show the influent and effluent piping, manholes, etc. in the immediate area of the Project.
6. Any information in the Owner’s possession regarding other existing or planned utilities in the area of the Project including but not limited to water, natural gas, electrical, telephone, television and communication cable and storm drainage. This will include any proposed plans on the expansion of Ware Road by TxDot.
7. Information on the Owners master plan for the ultimate service area to be served by the project.
8. It is the intention to utilize the existing right of way only; however, if additional property, easements, rights of way or abandonment’s are required, these services will be the responsibility of the Owner.
9. Assistance with other City of McAllen agencies that may be required for traffic control. This may include assistance with the Police, Fire Department or the Public Works Department.
10. Assistance with local permitting that may be required in the course of the Project.

EXHIBIT B

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

This is an exhibit attached to, made a part of, and incorporated by reference into the Agreement made on _____ day of _____, 2025 between “**McAllen Public Utility**” (owner) and “**Guzman & Muñoz Engineering and Surveying Inc.**” (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are amended or supplemented as indicated below, and the time periods for the performance of certain services are stipulated as indicated below.

Background and Introduction

The preparation of the expansion of Ware Road by TxDot, the owner wants to close the waterline gaps between Auburn Avenue north along Ware Road to the elevated canal crossing Ware Road. The owner wants to extend the sanitary sewer line along Ware Road from the canal crossing Ware Road north to State Highway 107. Along Mile 6 Road, GMES will coordinate with the ongoing improvements crossing Ware Road and coordinate the design of the proposed sewer line with the future third party improvements along the crossing of Ware Road and Mile 7 North (Sprague Road). GMES will coordinate with TxDot design on this expansion of road improvements. Also, preliminary review of TxDot Project CSJ 2094-010-063 FM 2220 at the intersection of Mile 17 ½ and Ware Rd. and provide some preliminary engineering for this intersection for possible conflicts of Water reuse line and sanitary sewer line.

Project Understanding

It is the MPU’s desire to build a new water and sewer line along the above-described course in order to complete the main distribution loop and sewer service area to better serve the project area.

Project Approach

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

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

This fee proposal includes the projected fees for all phases of engineering services. The basic design and bidding and construction services are discussed below and will be expanded in Phase II and III of the project.

Summary of Work:

The object of this engineering project is to prepare preliminary and final plans for the construction of a potable waterline/Sanitary Sewer Line located between Auburn Ave to State Highway 107 in McAllen, Texas.

1. PRELIMINARY PHASE:

Objective: To acquire all pertinent information, Base Line Mapping, and Topographic Survey related to the project and clearly identify all the elements of the Project and develop alternate schematic layouts for the project configuration (limited to two) and corresponding engineering estimates.

TASK 1.1 Discuss with OWNER, City of McAllen Staff, and other interested officials, all the anticipated elements of the Project, including phasing, scheduling, concerns and alternatives.

TASK 1.2 Obtain from the OWNER, all information relating to the project areas and property and topographic maps for the project site.

TASK 1.3 Review the information obtained by the OWNER and recommend any additional surveying necessary for the site, including existing structures, sanitary sewer facilities, etc.

TASK 1.4 Develop two (2) project alternatives showing all proposed improvements.

TASK 1.5 Prepare cost estimates for the different alternatives investigated in this phase of work.

TASK 1.6 Develop 2 alternative for gravity and water reuse line at Mile 17 ½ N and Ware Rd on TxDot Project CSJ 2094-01-063 FM 2220.

TASK 1.7 Prepare a Preliminary Report.

2. DESIGN PHASE:

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

TASK 2.1 Prepare Final Construction Plans for one of the alternates presented in the Preliminary Report as approved by the OWNER.

TASK 2.2 Conduct internal QUALITY ASSURANCE AND CONTROL review on final plans to assure that all elements of the Project have been addressed and analyzed.

TASK 2.3 Prepare Specifications for the proposed project.

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

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

TASK 2.6 Prepare six (6) sets of Contract Documents and Bid Documents and six (6) sets of Construction plans on 11"x17" (half size) format for the approved project.

TASK 2.7 Prepare final cost estimate for approved project.

3. BIDDING AND CONSTRUCTION PHASE:

Objective: To assist the OWNER with the bidding and construction phase of the project. Construction staking and resident inspection is not included.

TASK 3.1 Assist the OWNER with responding to any questions by bidders to the plans and bid documents.

TASK 3.2 Preparation of addenda as required for clarification of plans and bid documents.

TASK 3.3 Assist the OWNER in the opening of the bids.

TASK 3.4 Review the bids received and evaluation and recommend for award.

TASK 3.5 Attend with OWNER, a Pre-Construction Conference.

TASK 3.6 Conduct Periodic Site Visits to observe the work limited to two times per week for the contractual duration of the Project. (Additional site visits after the construction contract period shall be billed as additional services.)

TASK 3.7 Review with the OWNER or the OWNER's Project Inspector, conflicts encountered during construction and prepare recommendations for resolutions.

TASK 3.8 Assist the OWNER with Change Orders as required and approved.

TASK 3.9 Assist the OWNER with reviewing periodic estimates submittals by the Contractor.

TASK 3.10 Review Shop Drawings as submitted by the Contractor to assure general compliance with the Plans and Specifications.

TASK 3.11 Assist the PUB with the final inspection of the Project.

TASK 3.12 Assist the OWNER with the preparation of a "Punch List".

TASK 3.13 Review the Final Estimate based on OWNER's inspector's field measured and approved final quantities and prepare reconciliation change orders as required.

TASK 3.14 Prepare "As-Built" plans and submit to OWNER in digital PDF format.

Additional Services: If the OWNER elects to bid one or more alternate configurations at the proposed project, the additional engineering work shall be billed according to the hourly rate listed below. Additional service such as the preparation of plans and specifications for alternate configuration (s) for the project will be billed as follows:

1. Principal Engineer	\$ 209.00
2. Senior Manager	\$ 177.00
3. Senior Engineer	\$ 161.00
4. EIT	\$ 130.00
5. TECH/CADD	\$ 96.00

6. Clerical	\$ 74.00
7. Registered Surveyor	\$ 135.00
8. 2-person Survey Crew	\$ 144.00
9. Survey Manager	\$ 116.00
10. Inspector	\$ 75.00

**EXHIBIT C
WORK SCHEDULE**

Summary of Work: The Engineer will perform basic engineering services for the Ware Road Widening Utility Relocation and Design Project (the “Project”).

<u>DESCRIPTION OF TASK</u>	<u>START</u>	<u>DURATION</u>	<u>END TIME</u>
<u>Design/Construction Phase</u>			
Phase I - Preliminary Phase	May 19, 2025	90 days	August 17, 2025
Phase II – Design Phase	August 17, 2025	120 days	December 15, 2025
Phase III – Construction Phase	December 15, 2025	180 days	June 13, 2025

EXHIBIT D
Contract Rates and Cost Proposals

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
CLIENT: McAllen Public Utility
PROJECT: Ware Road Relocation and Design of Water and Sewer Lines
GMES PROJECT NO.: 1004

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	EIT	CADD TECH	INSPECTOR	SECRETARY	RPLS	SURVEY MANAGER	2 PERSON SURVEY CREW	TOTAL COST PER TASK
BASIC SERVICES												
	Percent of Time Based on Fee	10.3%	13.0%	20.2%	20.4%	13.9%	4.7%	2.1%	2.4%	5.0%	9.1%	
Task 1.	Phase I - Task 1 Preliminary Phase	40.0	42.0	108.0	96.0	56.0	0.0	12.0	0.0	0.0	0.0	\$ 51,926.00
1.1, 1.2, 1.3	Discuss, Obtain and Review Project details and Information provided by Owner	16.0	16.0	24.0	16.0			2.0				\$ 12,268.00
1.4	Develop 2 project alternatives showing all proposed improvements	8.0	16.0	36.0	24.0	24.0						\$ 15,724.00
1.5	Prepare Preliminary Cost Estimates	4.0	4.0	16.0	24.0							\$ 7,240.00
1.6	Develop 2 alternatives for Gravity and Water Reuse line at Mile 17 1/2 N and Ware Rd. on TxDot Project CSJ 2094-01-063 FM 2220	4.0	4.0	8.0	16.0	24.0		2.0				\$ 7,364.00
1.7	Preliminary Engineering Report	8.0	2.0	24.0	16.0	8.0		8.0				\$ 9,330.00
Task 2.	Phase II - Task 2 Design Phase	40.0	80.0	104.0	148.0	174.0	0.0	24.0	0.0	0.0	0.0	\$ 76,984.00
2.1	Prepare Final Construction Plans	8.0	24.0	48.0	68.0	150.0						\$ 36,888.00
2.2	QA/QC on Final Plans	16.0	24.0	16.0	8.0							\$ 11,208.00
2.3	Prepare Specifications	8.0	16.0	16.0	32.0			16.0				\$ 12,424.00
2.4, 2.5, 2.7	Final Plans after review, printing, and final estimate	8.0	16.0	24.0	40.0	24.0		8.0				\$ 16,464.00
Task 3.	Phase III - Task 3 Bidding and Construction Phase (6 Months)	44.0	64.0	105.0	152.0	48.0	124.0	35.0	0.0	4.0	16.0	\$ 76,455.00
3.1, 3.2, 3.3	Respond to RFI's, Addenda's, Opening of Bids	4.0	8.0	16.0	16.0	8.0		8.0				\$ 8,268.00
3.4	Review bids, evaluate, and recommend for award.	4.0	4.0	8.0	16.0							\$ 4,912.00
3.5	Pre-construction conference	4.0	4.0	8.0	4.0			4.0				\$ 3,648.00
3.6, 3.7, 3.8	Periodic inspections, assist with conflicts, and prepare any change orders	4.0	8.0	16.0	24.0	8.0	96.0	4.0		4.0	16.0	\$ 18,980.00
3.9	Pav. Application review	6.0	12.0	3.0	12.0			3.0				\$ 6,543.00
3.10	Review Shop Drawings and submittals of project materials	4.0	8.0	16.0	24.0			4.0				\$ 8,244.00
3.11	Assist PUB with final inspection	4.0	4.0	8.0	8.0		8.0					\$ 4,472.00
3.12	Provide owner with Punch List	2.0	4.0	6.0	8.0		8.0	4.0				\$ 4,028.00
3.13	Review of closing documents and final pav application	8.0	8.0	16.0	24.0			4.0				\$ 9,080.00
3.14	Provide As-Built plans to owner in PDF format	4.0	4.0	8.0	16.0	32.0		4.0				\$ 8,280.00
	TOTAL HOURS - BASIC SERVICES	124.0	186.0	317.0	396.0	278.0	124.0	71.0	0.0	4.0	16.0	
	TOTAL COST FOR BASIC SERVICES	\$ 25,916.00	\$ 32,922.00	\$ 51,037.00	\$ 51,480.00	\$ 26,688.00	\$ 11,904.00	\$ 5,254.00	\$ -	\$ 464.00	\$ 2,304.00	\$ 205,365.00
SPECIAL SERVICES												
Field Surveying (Special Services)												
	Base Map					24.0			8.0	24.0	16.0	\$ 8,472.00
	Primary & Secondary Project Control					8.0			8.0	16.0	16.0	\$ 6,008.00
	R.O.W. Alignment					16.0			16.0	24.0	16.0	\$ 8,784.00
	Design Survey					32.0			8.0	24.0	80.0	\$ 18,456.00
	Utilities					8.0			4.0	16.0	16.0	\$ 5,468.00
	Geotechnical Studies, Material Testing, Design Studies (By Others)											\$ -
	TOTAL HOURS - SPECIAL SERVICES	0.0	0.0	0.0	0.0	88.0		0.0	44.0	104.0	144.0	
	TOTAL COST FOR SPECIAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ 8,448.00		\$ -	\$ 5,940.00	\$ 12,064.00	\$ 20,736.00	\$ 47,188.00
	HOURLY/UNIT RATE	\$ 209.00	\$ 177.00	\$ 161.00	\$ 130.00	\$ 96.00	\$ 75.00	\$ 74.00	\$ 135.00	\$ 116.00	\$ 144.00	
	GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST											\$ 252,553.00

WARE RD WIDENING: AUBURN AVE – SH107





	AGENDA ITEM	<u>4.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/20/2025
	MEETING DATE	5/28/2025

1. **Agenda Item: Discussion and Possible Approval of the Preliminary Reimbursement** Certificate for the Sharyland Business Park - Project Circle Subdivision Water & Wastewater Improvements.

2. **Party Making Request:**
Leticia Puentes, Subdivision Coordinator/designer

3. **Nature of Request: Request of MPUB approval from the developer of the proposed Preliminary Reimbursement Certificate.**

4. **Budgeted:**

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

5. **Reimbursement: N/A**

6. **Routing:**
Leticia Puentes **Created/Initiated - 5/20/2025**

7. **Staff's Recommendation: Staff recommends approval of subdivision with the conditions set forth.**

8. **City Attorney: Approve. -AWS**

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: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: May 6, 2025

SUBJECT: Request of a Preliminary Reimbursement Certificate for Sharyland Business Park – Project Circle Subdivision

The applicant has submitted a request for a Preliminary Reimbursement Certificate for the proposed water and wastewater improvements that will be constructed as part of the Sharyland Business Park – Project Circle Subdivision. The Sharyland Business Park – Project Circle Subdivision received approval from the McAllen Public Utility Board on March 25, 2025. The subdivision is a 27.41-acre tract that is located at the intersection of Tanya Ave & International Parkway on the northwest side approximately 2,000 feet north of Military Highway.

The subject water improvements consist of a proposed 12-inch waterline, proposed 8-inch water line, and additional fire hydrants that will eventually tie into an existing 12-inch waterline along International Parkway. The proposed 8-inch waterline will extend a distance of approximately 933 LF. The proposed 12-inch waterline will extend a distance of approximately 714 LF. The subject wastewater improvements consist of a proposed 10-inch wastewater line that will eventually tie into an existing 10-inch waterline along International Parkway. The proposed 10-inch waterline will extend a distance of approximately 301 LF.

The applicant has proposed to establish a water reimbursement service area totaling approximately 91.4 acres, which includes the areas north and east of the proposed subdivision. The applicant has proposed to establish a wastewater reimbursement service area totaling approximately 91.4 acres, which includes the areas north and east of the proposed subdivision.

	Acres to Serve	Cost	Cost per acre
Proposed 8" Water Line, proposed 12" Water Line, and additional fire hydrants	91.4	\$238,435.95	\$2,608.71
Proposed 10" Wastewater Line	91.4	\$53,963.00	\$590.00

The total cost for the water off-site improvements is estimated to be \$238,435.95, with a total service area of 91.4 acres, having a cost of \$2,608.71 per acre. The total cost for the wastewater off-site improvements is estimated to be \$53,963.00, with a total service area of 91.4 acres, having a cost of \$590.00 per acre.

With the review of the proposed request, staff recommends approval of the reimbursement certificate as proposed by developer.

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

**Public Water Line Engineer Opinion of Probable Construction Costs
for**

Sharyland Business Park - Project Circle

Prepared by: Kimley Horn & Associates

Date: 5/5/2025

Water Improvements - In house	Quantity	Unit	Unit Cost	Cost
Water Main C900 PVC DR-18 (6")	36	LF	\$ 65.00	\$ 2,340.00
Water Main C900 PVC DR-18 (8")	933	LF	\$ 80.00	\$ 74,640.00
Water Main C900 PVC DR-18 (12")	714	LF	\$ 85.00	\$ 60,690.00
Fire hydrant assembly	3	EA	\$10,000	\$ 30,000.00
Cut and Plug Water Main (12 in)	1	EA	\$ 1,736.00	\$ 1,736.00
Cut and Plug Water Main (8 in)	1	EA	\$ 1,217.60	\$ 1,217.60
8" Gate Valve	4	EA	\$ 4,300.00	\$ 17,200.00
12" Gate Valve	3	EA	\$ 7,800.00	\$ 23,400.00
Sand Backfill (8")	103	CY	\$ 50.00	\$ 5,169.18
Sand Backfill (12")	111	CY	\$ 50.00	\$ 5,573.17
Trench Safety	1647	LF	\$ 10.00	\$ 16,470.00
			Sub-Total =	\$ 238,435.95
			Total Improvements =	\$ 238,435.95
			Total Service Area (AC) =	91.4
			Cost Per Acre =	\$ 2,608.71

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



Public Wastewater Engineer Opinion of Probable Construction Costs

for

Sharyland Business Park - Project Circle

Prepared by: Kimley Horn & Associates

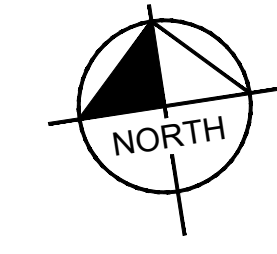
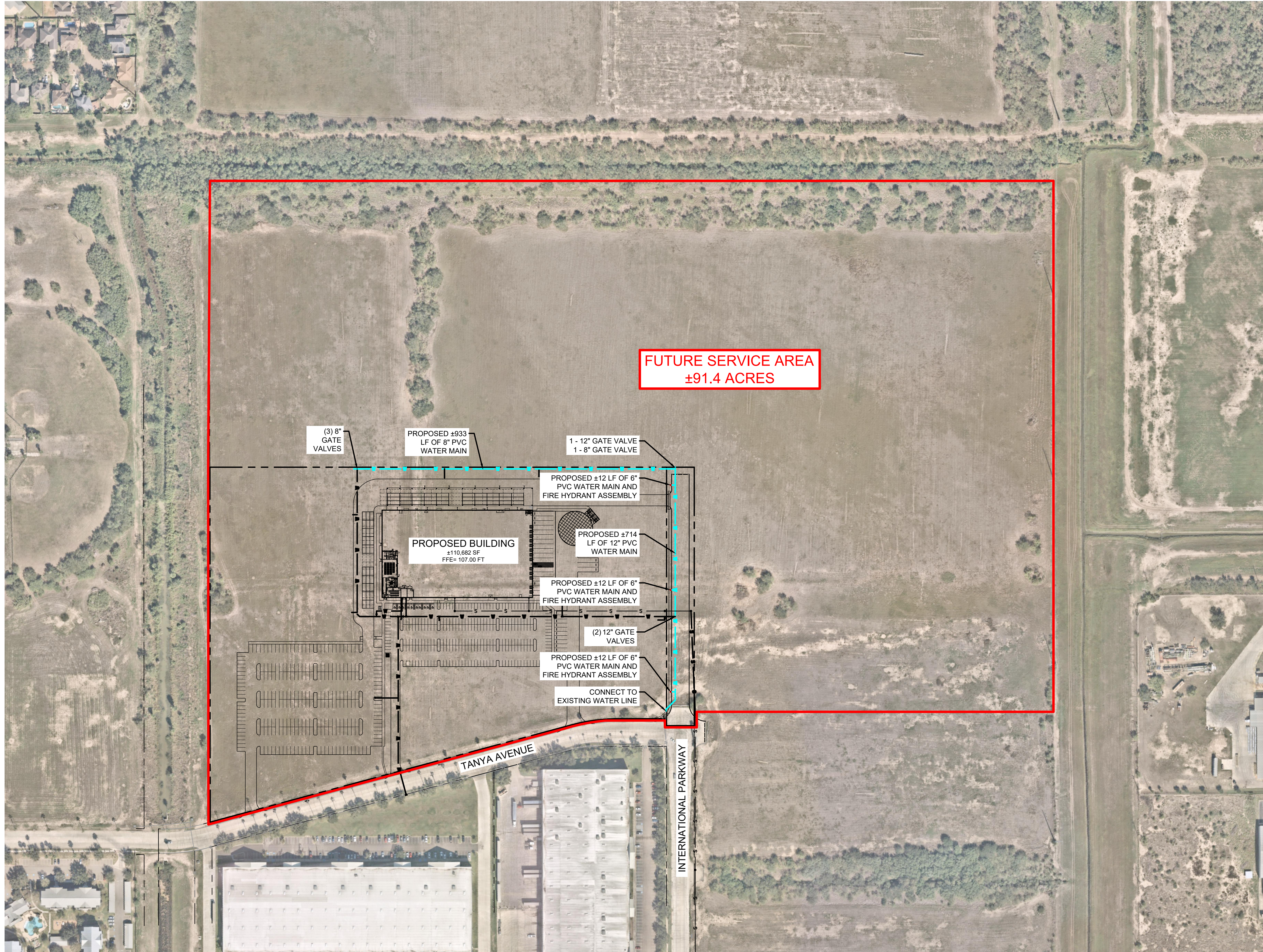
Date: 4/21/2025

Wastewater Improvements - In house	Quantity	Unit	Unit Cost	Cost
Sanitary Sewer (PVC)(SDR26)(10 in)	301	LF	\$ 100	\$ 30,050
Manhole (fiberglass) (4FT DIA)	1	EA	\$ 12,650	\$ 12,650
3/4" Gravel	50	CY	\$ 100	\$ 4,994
San Sewer Connect to Existing Manhole	1	EA	\$ 3,265	\$ 3,265
Trench Safety	301	LF	\$ 10	\$ 3,005
			Sub-Total = \$	53,963
			Total Improvements= \$	53,963
			Total Service Area (AC) =	91.4
			Cost Per Acre = \$	590

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



This document, together with the concepts and design presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET
 0 75 150 300
 1" = 150'
 WHEN PRINTED AT FULL SIZE
 (24" X 36")

- W — PROPOSED WATER LINE
- ⊗ PROPOSED FIRE HYDRANT ASSEMBLY
- SS — PROPOSED SEWER LINE
- PROPOSED SERVICE AREA

REVISIONS	No.	DATE

Kimley»Horn

13455 NOEL RD. TWO GALLERIA OFFICE TOWER,
 SUITE 700 DALLAS, TX 75240
 972-770-1300
 WWW.KIMLEY-HORN.COM

PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION PURPOSES
Kimley»Horn
 MARY B. SALMONSEN
 148333 Dwg. 05/05/2025

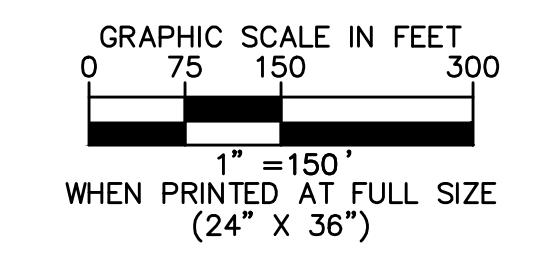
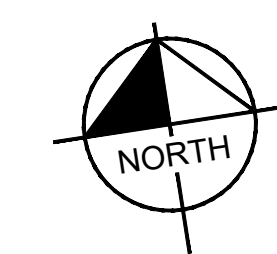
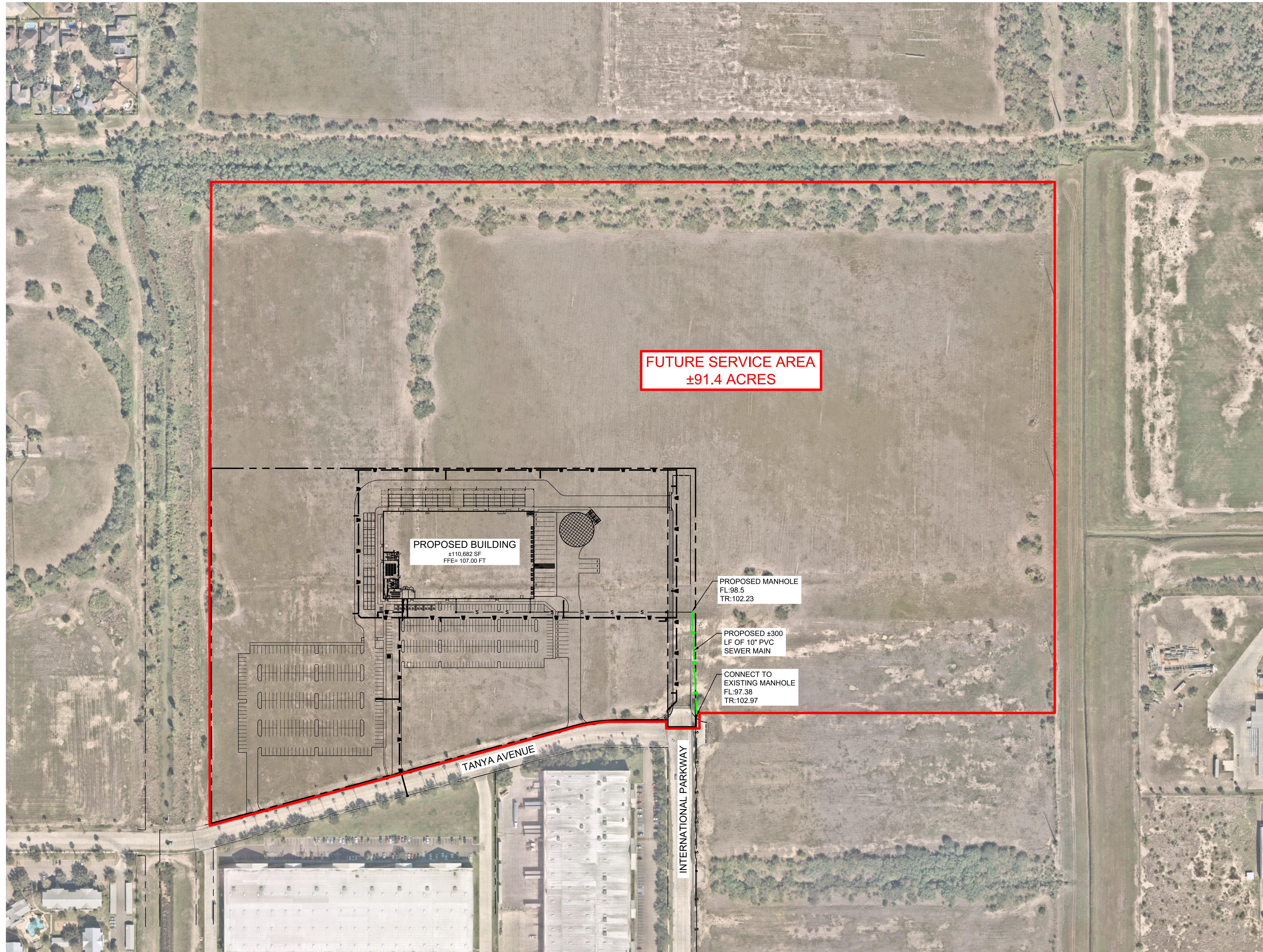
KHA PROJECT 249613000	DATE 05/05/2025	SCALE AS SHOWN	DESIGNED BY MRS ALV
DRAWN BY		CHECKED BY MRS	

WATER
 REIMBURSEMENT
 SERVICE AREA EXHIBIT

PROJECT CIRCLE
 TEXAS



This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review and proper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- SS— PROPOSED SEWER LINE
- W— PROPOSED WATER LINE
- PROPOSED SERVICE AREA

No.	REVISIONS	DATE	BY

Kimley»Horn

13655 NOEL RD., 5TH FLOOR, OFFICE TOWER,
SUITE 700 DALLAS, TX 75240
ORLANDO, FL 32801
407-578-1511
WWW.KIMLEY-HORN.COM

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION PURPOSES

Kimley»Horn

MARY R. SALMONSEN
148333 Date: 04/18/2025

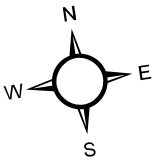
KHA PROJECT 249613000	DATE 04/18/2025	SCALE AS SHOWN	DESIGNED BY MRS	DRAWN BY ALY	CHECKED BY MRS
--------------------------	--------------------	----------------	-----------------	--------------	----------------

SEWER
REIMBURSEMENT
SERVICE AREA
EXHIBIT

PROJECT CIRCLE
CITY OF MCALLEN
TEXAS



SHARYLAND BUSINESS PARK PROJECT CIRCLE REIMBURSEMENT



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





AGENDA ITEM 4.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/19/2025

MEETING DATE 5/28/2025

1. Agenda Item: Discussion and Approval of Extension Request for Existing Final reimbursement Certificate for Sharyland ISD New Junior High School

2. Party Making Request:
Erika Gomez, Utility Engineer

3. Nature of Request: Request of MPUB approval for Extension of Existing Final Reimbursement Certificate

4. Budgeted:

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

5. Reimbursement: N/A

6. Routing:
Erika Gomez Created/Initiated - 5/19/2025

7. Staff's Recommendation: Staff recommends approval of a 5-year extension as presented

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

To: Marco A Vega, P.E., General Manager
From: Erika Gomez, P.E., Utility Engineer
Date: 05/19/2025
Re: **DISCUSSION AND APPROVAL OF EXTENSION REQUEST FOR FINAL REIMBURSEMENT CERTIFICATE**

The McAllen Public Utility Board approved the Fourth amended MPU Utility Reimbursement Policy on February 2nd, 2017. The approved amended Reimbursement Policy allows for developers to request an extension of an additional 5-year term after the final reimbursement certificate has completed the 15-year term.

At this time, Sharyland ISD has filed an extension request for their Final Reimbursement Certificate.

<i>Developer's Name</i>	<i>Engineering Firm</i>	<i>Subdivision</i>	<i>Improvements</i>
Sharyland ISD	Javier Hinojosa Engineering	Sharyland ISD New Junior High	Sanitary Sewer Line Improvements

Staff recommends approval of the Final Reimbursement Certificate 5-year extension for above referenced Subdivision.



Superintendent
Sharyland Independent School District

1106 N. Shary Road
Mission, TX 78572

March 12, 2025

McAllen Public Utility Board
P.O. Box 220
McAllen, TX 78505

Subject: Request to Extend Reimbursement Certificate Term

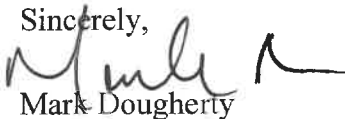
To Whom It May Concern,

I am writing to respectfully request consideration for the option to extend the term of the reimbursement certificate associated with Sharyland ISD New Junior High School for an additional five (5) years. We would greatly benefit from an extension to ensure that all obligations and potential reimbursements under the certificate can be fulfilled appropriately.

We value the partnership and ongoing support of the McAllen Public Utility Board and are committed to meeting all necessary requirements to remain in good standing. An extension of the certificate term would provide us with the needed flexibility to complete the associated work and processes effectively.

Thank you for your time and consideration of this request. Please let me know if any additional information or formal documentation is required to proceed. I look forward to your favorable response.

Sincerely,



Mark Dougherty
Chief Operations Officer
Sharyland ISD
956-580-5200 ext. 1076
mdougherty@sharylandisd.org

Sharyland Independent School District does not discriminate based on race, color, national origin, sex, disability, or age in its programs and activities. It provides equal access to the Boy Scouts and other designated youth groups.

Inquiries regarding the non-discrimination policies may be directed to the Office of Human Resources.

1200 N. Shary Rd. Mission, Texas 78572 956-580-5200

ADDENDUM TO FINAL REIMBURSEMENT CERTIFICATE

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS ADDENDUM to the Original Final Reimbursement Certificate, issued by the McAllen Public Utility (MPUB) on May 12th, 2005, to **Sharyland ISD New Junior High School Subdivision** located on Dove Ave and Bentsen Rd, hereinafter called the DEVELOPER, incorporates the following new terms to the previously approved certificate:

1. The Final Reimbursement Certificate is granted a 5 year extension.

ISSUED in triplicate originals this _____ day of _____, 2025 and to expire 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: _____
Mailing Address
Sharyland ISD
1106 N Sharyland
Mission, TX 78572



	AGENDA ITEM	<u>4.c.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/21/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consideration and Approval of Memorandum of Understanding (MOU) between McAllen Public Utility and Contractor of McAllen Near Shoring Industrial Park Subdivision

2. Party Making Request:
Erika Gomez, Utility Engineer

3. Nature of Request: Consideration and Approval of Memorandum of Understanding (MOU) between McAllen Public Utility and Contractor of McAllen Near Shoring Industrial Park Subdivision

4. Budgeted:

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

5. Reimbursement: N/A

6. Routing:
Erika Gomez Created/Initiated - 5/21/2025

7. Staff's Recommendation: Staff recommends approval as conditions set forth

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
FROM: Erika Gomez, P.E., Utility Engineer
DATE: May 21, 2025
SUBJECT: Consideration and Approval of Memorandum of Understanding (MOU) between McAllen Public Utility and Contractor of McAllen Near Shoring Industrial Park Subdivision

The McAllen Nearshoring Industrial Park Subdivision received MPU Board approval on March 26, 2024, and is currently under construction. Within the vicinity, an existing lift station along Idela Avenue would require significant upgrades to meet the future flow demands of the area. Given current construction activity, this is a timely opportunity to **abandon the lift station and install a 24-inch gravity sewer line** in its place.

These improvements will enhance system reliability, reduce long-term operational costs, and accommodate anticipated growth in South McAllen.

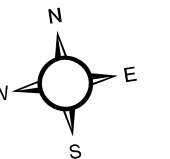
Staff seeks authorization for the General Manager to:

1. Negotiate terms of participation with the contractor currently working in the subdivision infrastructure, and
2. Execute a Memorandum of Understanding (MOU) administratively, allowing the contractor to proceed with construction once terms are finalized.
3. The participation amount will be a not to exceed \$1,155,920.

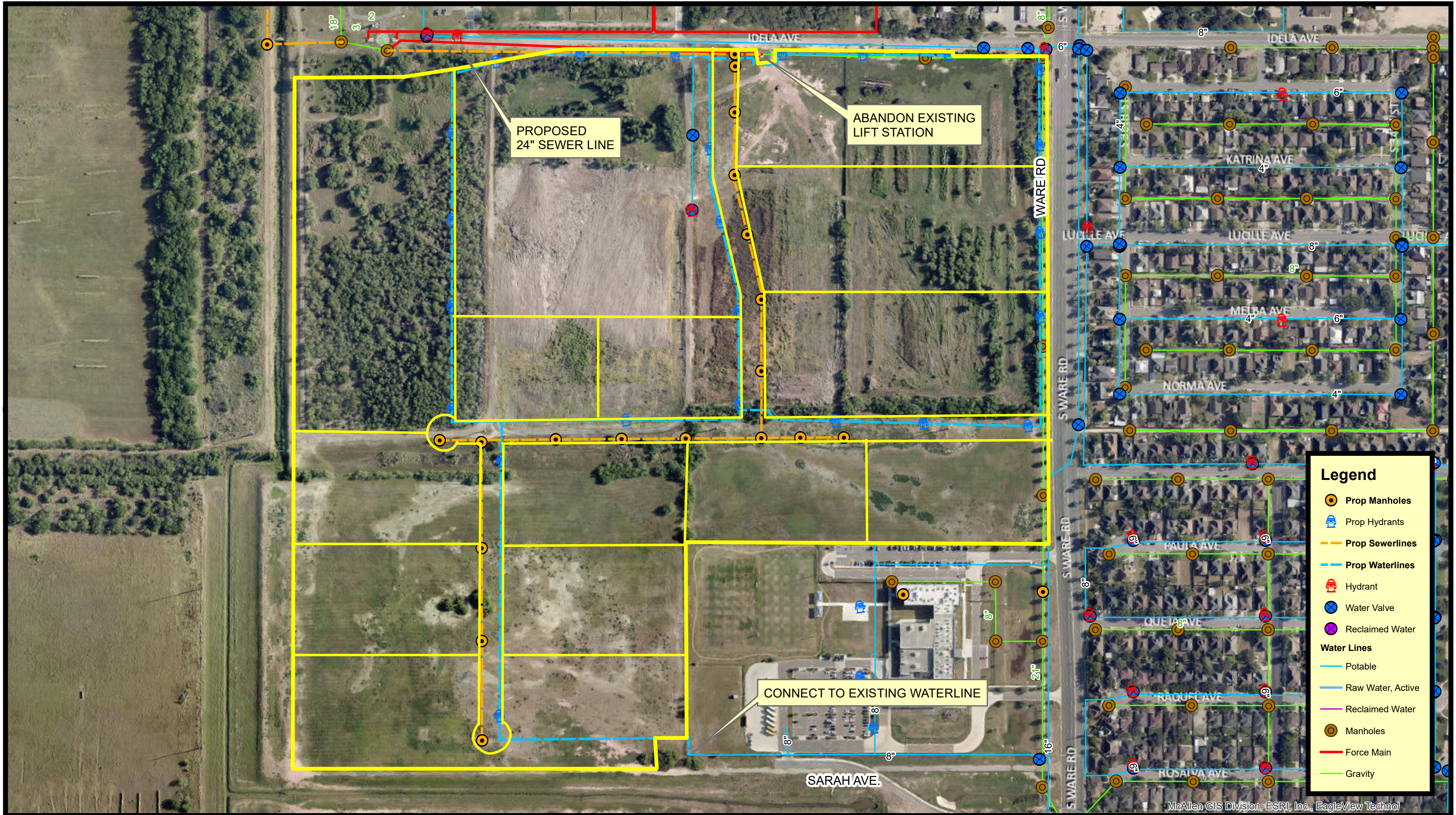
Staff recommends Board approval, subject to coordination with the City of McAllen Legal Department, Purchasing & Contract Department and administrative approval by the MPU General Manager.

I will be available for any questions or discussion during the MPUB meeting.

McALLEN NEAR SHORING INDUSTRIAL PARK



1" = 300'



Legend

- Prop Manholes
- 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 5.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/09/2025

MEETING DATE 5/28/2025

1. Agenda Item: Review of Results of Financial Operations as of March 31, 2025
2. Party Making Request:
Maria Chavero, Director of Finance for Utilites
3. Nature of Request: Water Fund year-to-date revenue, \$12,890,969, increased 5% from the same period of the prior year and 4% under budget, while year-to-date operating expenses, \$11,540,280, increased 2% compared to the previous year, 8% under budget, resulting in net revenues over expenses of \$1,350,689.
Wastewater Fund year-to-date revenue, \$10,831,706, increased 3% from the same period of the prior year and 4% under budget, while year-to-date operating expenses, \$10,995,598, increased 3% compared to the previous year, 3% under budget, resulting in net revenues under expenses of \$163,892.
4. Budgeted:

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____
5. Reimbursement:
6. Routing:
Maria Chavero Created/Initiated - 5/9/2025
7. Staff's Recommendation: N/A - Information Only -Accept Report
8. City Attorney: Accept. -AWS
9. MPU General Manager: ACCEPT - MAV
10. Director of Finance for Utilities: N/A - Accept Report- MSC



McAllen Public Utility

Review of Financial Statements

As of

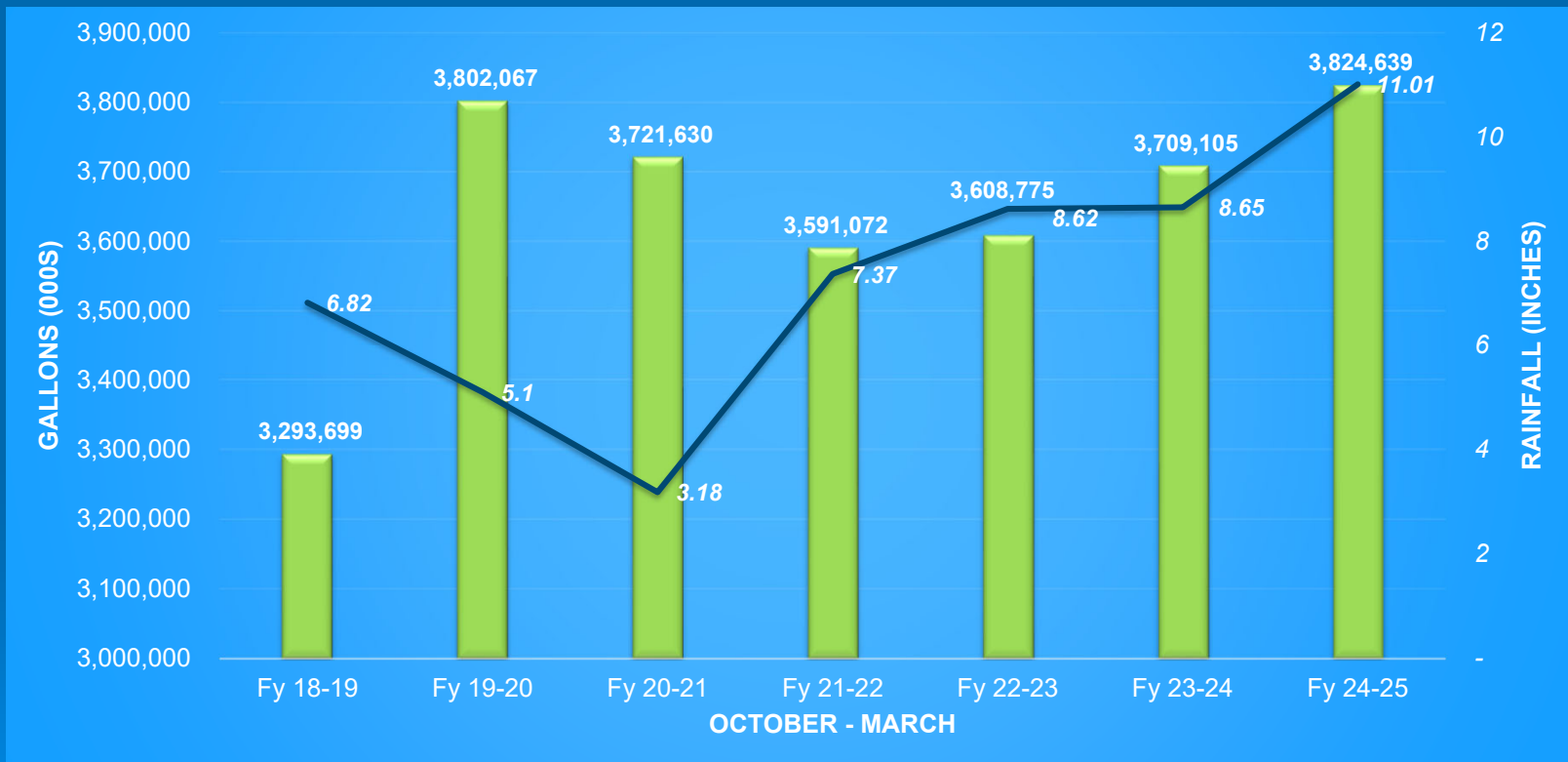
March 31, 2025

Water Fund Condensed Results of Operations Year-to-Date

	<u>Current</u>	<u>Prior</u>	<u>Inc (Dec)</u>	<u>% Inc (Dec)</u>	<u>% of Budget</u>
Revenues	\$12,890,969	\$12,325,546	\$ 565,423	5%	46%
Expenses	11,540,280	11,327,877	212,403	2%	42%
Net Revenues	\$1,350,689	\$997,669			
Accounts	52,231	51,129	1,102	2%	

% of Year Completed: 50%

Rainfall and Y-T-D Consumption Historical & Current (000's Omitted)



Wastewater Fund

Condensed Results of Operations


Year-to-Date

	<u>Current</u>	<u>Prior</u>	<u>Inc (Dec)</u>	<u>% Inc (Dec)</u>	<u>% of Budget</u>
Revenues	\$10,831,706	\$10,561,644	\$270,062	3%	46%
Expenses	10,995,598	10,671,174	324,424	3%	47%
Net Revenues	\$ (163,892)	\$ (109,530)			
Accounts	46,349	45,623	726	2%	

% of Year Completed: 50%

Balance Sheets

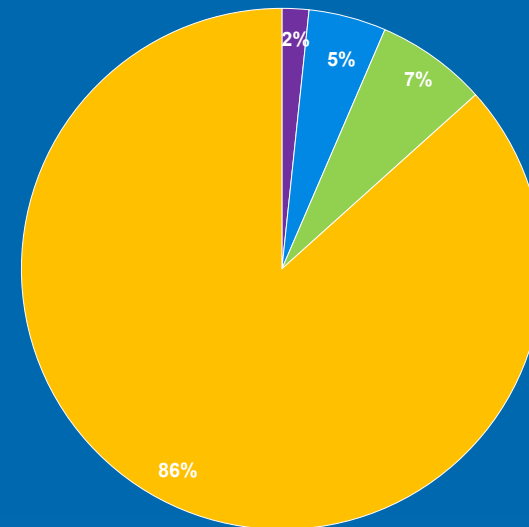
Water & Wastewater Funds Combined

- Combined working capital is reported at \$11,071,961
 - Debt To Equity Ratio is reported at 0.69 to 1
- 

Water & Wastewater Funds Combined Investment Portfolio

➤ The overall portfolio performed at a blended rate of 4.42% for the month of March, with investment holdings earning 4.65%:

□ Demand Accounts	0.00%
□ CD Accounts	5.22%
□ Gov't Securities	4.25%
□ Tex Pool Prime	4.47%



■ Cash ■ CDs ■ Gov't Securities ■ TexPool Prime

The End





FINANCIAL STATEMENTS

For the Six Month Period Ended March 31, 2025

Prepared By:
Maria S. Chavero, MBA, CGFO, CPFIM
Director of Finance for Utilities



EXECUTIVE SUMMARY

Review of the Financial Statements For the Six Months Ending March 31, 2025

Statement of Revenues and Expenses

<i>Water Fund</i>

Overall

Year-to-date revenues are reported at \$12,890,969 an increase of \$565,423 or 5% over the same period of the prior year, 4% under budget on a flat basis. Year-to-date operating expenses are reported at \$11,540,280, an increase of \$212,403, 2% over the same period of the prior year, 8% under budget on a flat basis. This resulted in year-to-date revenues over expenses of \$1,350,689 before the required transfers-out to fund the principal portion of debt service and capital replacements and improvements.

Revenues

Charges to Users

Charges to user revenue for all categories of customers aggregates, \$11,064,507, which is \$289,272, or 3% over the same period of the prior year, 6% under budget on a flat basis. During the six-month period, the residential category experienced a 3% increase in revenues, and as reflected on page 3, a 3% increase in consumption. The commercial category experienced a 2% increase in revenues from the prior year and 3% increase in consumption. The industrial category experienced a 4% increase in revenues and 3% increase in consumption. Historically, approximately 45% of consumption is used the first six months of the fiscal year with the remaining 55% consumed during the hotter, drier spring and summer months. When applying this ratio to year-to-date usage, consumption is 6% under the planned annual consumption of 9,000,000,000 gallons.

Tap Fees

This revenue line item, at \$279,325, is 45% over last year and 1% over year-to-date budget.

Connects & Reconnects

This revenue line item, at \$283,800, is 36% over last year and 27% over year-to-date budget.

Other Operating Revenues

This revenue line item representing late fees and payment arrangement fees, at \$283,825, is 7% over last year and 21% over year-to-date budget.

Reimbursements

Reimbursements, at \$77,528 is 15% under last year and 27% over year-to-date budget.

Miscellaneous Revenues

Miscellaneous revenues include water tower lease revenue and other miscellaneous fees and, at \$339,023 are 7% over year-to-date budget.

Interest income

Interest earnings are slightly over projections. As shown on the Investment Analysis, located on page 12 of the financial report, the M&O portion of the Water Fund earned a blended rate of 4.37% on cash and investments; the fund as a whole, 4.43%. The blended yield on investments, excluding cash and TexPool Prime, is reported at 5.18%.

Expenses

Without exception, expense line items, year-to-date, were under budget on a flat basis. The more significant fluctuations are discussed on page 3.

Accounts

The number of water accounts serviced increased 2% from the prior year. At March 31, 2025, 52,231 water accounts were serviced compared to 51,129 the prior year, an increase of 1,102 new accounts. During the first six months of the current fiscal year, the number of accounts increased by 517 new accounts.

<i>Wastewater Fund</i>

Overall

As presented on page 5 of the report, year-to-date revenues are reported at \$10,831,706, an increase of \$270,062, or 3%, over the same period of the prior year, 4% under budget on a flat basis. Year-to-date operating expenses are reported at \$10,995,598, an increase of \$324,424, 3% over the same period of the prior year, 3% under budget on a flat basis. This resulted in revenues under expenses of \$163,892 before the required transfers-out to fund the principal portion of debt service and capital replacements and improvements.

Revenues

Charges to Users

Charges to user revenue for all categories of customers for the six-month period aggregates \$9,292,841, which is \$165,476 or 2% over the same period of the prior year, 7% under budget. Generally, wastewater rates are applied to metered water, therefore the water consumption comparison data on page 3 is relevant in explaining revenue variances between the fiscal years. The Wastewater Fund experienced increases in consumption in two categories, residential and industrial. Revenues within the residential category were 2% over the prior year, 6% under budget. Revenues within the commercial category were 1% under the prior year, 10% under budget, when combining both the commercial and City of Alton revenues. Finally, revenues within the industrial category came 3% over the prior year, 21% under budget.

Reuse Charges

Water reuse charges, excluding effluent to the Calpine/Duke power plants, are reported at \$232,753, 47% over budget for the period. Effluent charges to the power plants are reported at \$442,405, in line with year-to-date budget.

Industrial Waste Surcharge

This revenue, at \$603,528, is 1% under budget on a flat basis, due to the enforcement of the pre-treatment program.

Reimbursements

Reimbursements, at \$67,670 are 24% over the year-to-date budget amount.

Miscellaneous Revenues

Miscellaneous revenues include septic tank hauler fees and wastewater charges billed and collected by Sharyland Water Supply Corp. (SWSC) and other miscellaneous fees and, at \$639,528 are 37% over year-to-date budget. As of March 31, 2025, SWSC billed and collected on 2,324 sewer accounts in our Sewer CCN for total year-to-date revenue of \$468,752.

Interest income

Interest earnings are over-performing budget for this period of the year. As indicated on page 12 of the financial report, the M&O portion of the Wastewater Fund earned a blended rate of 3.94% on cash and investments; the fund as a whole, 4.40%. The blended yield on investments, excluding cash and TexPool Prime, is reported at 4.51%.

Expenses

Almost without exception, expense line items, year-to-date, were under budget. The more significant fluctuations are discussed on page 6.

Accounts

The number of wastewater accounts serviced increased 2% from the prior year. At March 31, 2025, 46,349 wastewater accounts were serviced compared to 45,623 the prior year, an increase of 726 new accounts. During the six months of the current fiscal year, the number of accounts increased by 431 new accounts.

Balance Sheets

Water & Wastewater Funds -- Combined

Both the Water and Wastewater Funds financial condition continues to present a stable showing, as indicated on pages 8 and 9. Combined working capital amounts to \$11,071,961, compared to \$10,018,498 the prior year. Debt-equity ratio is .69/1. The restricted accounts, the portion relating to debt service, are considered adequate.

Water & Wastewater Funds

A summary of the portfolio for the Water and Wastewater Funds is presented on page 12 of the financial report. Overall, the portfolio is allocated with \$1,085,388 in a non-interest-bearing demand deposit account, \$3,137,780 in CDs, earning 5.22% and \$4,491,147 in government agency securities, earning 4.25%; and \$56,566,904 in TexPool Prime, which earned 4.47% in March. The overall blended yield of the entire portfolio is presented as 4.42%, compared to 4.38% the prior year. The overall blended yield of the investment holdings, excluding cash and TexPool Prime, is presented as 4.65%.

**McALLEN PUBLIC UTILITY - WATER FUND & WASTEWATER FUND
COMBINED STATEMENT OF REVENUES AND EXPENSES & CHANGE IN NET ASSETS**

For the Six Month Period Ended March 31, 2025

	<u>Water Fund</u>	<u>Wastewater Fund</u>	<u>Combined</u>
OPERATING REVENUES			
Residential Charges	\$ 7,293,143	\$ 6,094,261	\$ 13,387,404
Commercial Charges	3,416,152	2,058,125	5,474,277
Industrial Charges	213,521	118,296	331,818
City of Alton User Charges	-	347,001	347,001
Calpine/Duke Reuse Charges	-	442,405	442,405
Reuse-Water Charges	-	232,753	232,753
Regional Water Sales	141,691	-	141,691
Industrial Waste Surcharge	-	603,528	603,528
Reimbursements	77,528	67,670	145,199
Billing Charges	230,004	-	230,004
Connects/Reconnects	283,800	-	283,800
Tap Fees	279,325	-	279,325
Other Charges	622,848	690,978	1,313,826
Total Operating Revenues	12,558,012	10,655,017	23,213,029
NON-OPERATING REVENUES			
Sale of Property	7,300	-	7,300
Interest	325,656	176,689	502,346
Total Non-Operating Revenues	332,956	176,689	509,646
TOTAL REVENUES	12,890,969	10,831,706	23,722,676
EXPENSES			
Plants	2,949,648	2,733,645	5,683,293
Cost of Raw Water	592,312	-	592,312
Labs	282,729	412,700	695,430
Distribution & Collections	1,509,848	1,357,784	2,867,632
Meter Readers	596,095	-	596,095
Utility Billing	528,455	-	528,455
Customer Relations	576,353	-	576,353
Treasury Management	226,308	-	226,308
General & Administration	1,015,064	551,797	1,566,860
Employee Benefits	20,000	-	20,000
Insurance	54,276	59,094	113,370
Pension Expense-TMRS (GASB 68)	-	-	-
TMRS Benefits-Contra (GASB 68)	-	-	-
Debt Service	454,713	508,006	962,720
Billing Charges	-	115,002	115,002
Depreciation*	2,734,479 *	5,257,570 *	7,992,049
TOTAL EXPENSES	11,540,280	10,995,598	22,535,878
INCOME(LOSS) PRIOR TO CONTRIBUTIONS & TRANSFERS	\$ 1,350,689	\$ (163,892)	\$ 1,186,797
Contributions - Acquired Assets	-	-	-
Change in net assets	\$ 1,350,689	\$ (163,892)	\$ 1,186,797
<i>Capital Outlay</i>	\$ -	\$ -	\$ -
<i>Transfer to Capital Improvement Fund</i>	1,111,980	571,626	1,683,606
<i>Transfer to Depreciation Fund</i>	958,565	2,103,542	3,062,107
<i>Transfer to TWDB Construction-Loan Reimbursement</i>	-	-	-

* Depreciation is recorded at 100% for financial statement purposes but funded at 35% within the Water Fund and 40% within the Wastewater Fund.

McALLEN PUBLIC UTILITY
WATER FUND
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
For the Six Month Period Ended March 31, 2025

	Year-To-Date					50.00%
	Budget	Current	Prior	Variance	Inc/Dec	Completed Actual % to Budget
REVENUES						
1 Residential Charges	\$ 16,699,741	\$ 7,293,143	\$ 7,098,741	\$ 194,401	2.74%	43.67%
2 Commercial Charges	7,490,129	3,416,152	3,348,454	67,698	2.02%	45.61%
3 Industrial Charges	614,225	213,521	205,934	7,588	3.68%	34.76%
4 Backflow Testing Charges	-	-	-	-	0.00%	0.00%
5 Regional Water Usage	340,000	141,691	122,106	19,586	16.04%	41.67%
<i>Total users' charges</i>	<i>25,144,095</i>	<i>11,064,507</i>	<i>10,775,235</i>	<i>289,272</i>	<i>2.68%</i>	<i>44.00%</i>
6 Tap Fees	544,000	279,325	192,625	86,700	45.01%	51.35%
7 Connects & Reconnects	370,000	283,800	208,100	75,700	36.38%	76.70%
8 Other Operating Revenues	400,000	283,825	264,217	19,608	7.42%	70.96%
9 Other Revenues - Sale of Property	-	7,300	-	7,300	0.00%	0.00%
11 Reimbursements - Sharyland #2	-	-	-	-	0.00%	0.00%
16 Reimbursements - Other	100,500	77,528	90,831	(13,303)	-14.65%	77.14%
17 Miscellaneous	599,500	339,023	250,212	88,812	35.49%	56.55%
18 Interest Earned	483,393	325,656	314,323	11,333	3.61%	67.37%
19 <i>Revenues before billing charges</i>	<i>27,641,488</i>	<i>12,660,965</i>	<i>12,095,542</i>	<i>565,423</i>	<i>4.67%</i>	<i>45.80%</i>
20 Billing Charges	460,000	230,004	230,004	-	0.00%	50.00%
21 TOTAL REVENUES	28,101,488	12,890,969	12,325,546	565,423	4.59%	45.87%
EXPENSES						
22 Water Plants	6,860,929	2,949,648	2,819,581	D 130,066	4.61%	42.99%
23 Cost of Raw Water	2,500,000	592,312	759,622	E (167,311)	-22.03%	23.69%
24 Water Lab	737,303	282,729	306,451	F (23,722)	-7.74%	38.35%
25 Trans & Distribution	3,590,484	1,509,848	1,383,126	G 126,722	9.16%	42.05%
26 Meter Readers	1,534,521	596,095	596,665	H (569)	-0.10%	38.85%
27 Utility Billing	1,117,684	528,455	523,368	I 5,087	0.97%	47.28%
28 Customer Relations	1,327,729	576,353	548,640	J 27,714	5.05%	43.41%
29 Treasury Management	579,775	226,308	190,929	K 35,379	18.53%	39.03%
30 General & Admin	2,121,410	1,015,064	1,029,318	L (14,254)	-1.38%	47.85%
31 Non-recurring Expense	-	-	-	-	0.00%	0.00%
32 Employee Benefits	31,106	20,000	23,214	(3,214)	-13.85%	64.30%
33 Insurance	108,557	54,276	54,282	(6)	-0.01%	50.00%
34 Pension Expense-TMRS (GASB 68)	-	-	-	-	0.00%	0.00%
35 TMRS Benefits-Contra (GASB 68)	-	-	-	-	0.00%	0.00%
36 <i>Sub-Total Expenses</i>	<i>20,509,498</i>	<i>8,351,088</i>	<i>8,235,197</i>	<i>115,892</i>	<i>1.41%</i>	<i>40.72%</i>
37 Debt Service	893,988	454,713	498,964	(44,251)	-8.87%	50.86%
38 Depreciation *	6,017,600	2,734,479	2,593,716	140,762	5.43%	45.44%
39 TOTAL EXPENSES	27,421,086	11,540,280	11,327,877	212,403	1.88%	42.09%
40 Revenues Over (Under) Expenses	680,402	1,350,689	997,669			
41 Contributions - Acquired assets	-	-	-			
42 Change in Net Assets		1,350,689	997,669			
NON-OPERATING EXPENSES						
43 Capital Outlay	-	-	480,000	(480,000)		
44 Transfer to Capital Improvements	2,223,960	1,111,980	860,748	251,232		
45 Transfer to Depreciation	2,106,160	958,565	925,809	32,756		
46 Transfer to TWDB Construction-Loan Reimbursement	-	-	93,646	(93,646)		

* Depreciation is recorded at 100% for financial statement purposes but funded at 35%

McALLEN PUBLIC UTILITY
WATER FUND REFERENCE NOTES
For the Six Month Period Ended March 31, 2025

Ref	Description	Month Ending				Fiscal Year-to-Date			% Inc (Dec)	
		CONSUMPTION	31-Mar-25	31-Mar-24	Inc(Dec)	% Inc(Dec)	31-Mar-25	31-Mar-24		Inc(Dec)
A	Residential *		359,371,200	309,118,600	50,252,600	16.26%	2,129,208,700	2,057,584,086	71,624,614	3.48%
B	Commercial		273,759,300	229,661,400	44,097,900	19.20%	1,580,265,300	1,539,704,800	40,560,500	2.63%
C	Industrial		16,780,800	18,985,200	(2,204,400)	-11.61%	115,164,600	111,816,500	3,348,100	2.99%
	Total		649,911,300	557,765,200	92,146,100	16.52%	3,824,638,600	3,709,105,386	115,533,214	3.11%

NUMBER OF WATER ACCOUNTS

A	Residential	**	43,644	42,913	731	1.70%
B	Commercial		8,429	8,061	368	4.57%
C	Industrial		158	155	3	1.94%
	Total		52,231	51,129	1,102	2.16%

* Gallons year-to-date for Sharyland accounts = 29,231,500
** Number of Sharyland accounts = 268

Growth in number of new accounts for the current fiscal year:			Growth in number of new accounts prior year:		
Number of accounts at	3/31/2025	52,231	3/31/2024	51,129	
Number of accounts at	9/30/2024	51,714	9/30/2023	50,975	
Increase/(Decrease) in accounts		517		154	

ANALYSIS OF NET CHANGE IN YEAR-TO-DATE OPERATING EXPENDITURES:

	Wages/Benefits	Supplies & Chemicals	Other Services & Charges	Maintenance	Non-capitalized Capital Outlay	Net Change
D Water Plants	\$ 62,375	\$ 2,652	\$ 123,464	\$ (35,181)	\$ (23,244)	\$ 130,066
E Cost of Raw Water	-	-	(167,311)	-	-	(167,311)
F Water Lab	(3,969)	890	(8,513)	2,508	(14,638)	(23,722)
G Trans & Distribution	102,573	(921)	13,928	27,784	(16,642)	126,722
H Meter Readers	(8,936)	(163)	3,372	6,709	(1,552)	(569)
I Utility Billing	5,746	87	103	121	(970)	5,087
J Customer Relations	10,914	(841)	(1,660)	8,746	10,555	27,714
K Treasury Management	(19,259)	(1,104)	3,478	52,265	-	35,379
L General & Admin	(7,367)	(574)	(1,916)	(41)	(4,355)	(14,254)
	\$ 142,076	\$ 26	\$ (35,053)	\$ 62,910	\$ (50,847)	\$ 119,112

ANALYSIS OF ACTUAL TO BUDGETED CONSUMPTION & REVENUES

Budgeted Consumption for fy 2024-25 (gals.)		9,000,000,000		Monthly Planned Consumption	
* 45% of planned consumption		4,050,000,000		October	675,000,000
* 55% of planned consumption		4,950,000,000		November	675,000,000
				December	675,000,000
Planned consumption at	3/31/2025	4,050,000,000		January	675,000,000
Actual consumption at	3/31/2025	3,824,638,600		February	675,000,000
Excess/(deficiency) to planned		(225,361,400)	-5.56%	March	675,000,000
				April	825,000,000
Budgeted User Charge Revenues for fy 2024-25		\$ 25,144,095		May	825,000,000
* 45% of planned revenues		11,314,843		June	825,000,000
* 55% of planned revenues		13,829,252		July	825,000,000
				August	825,000,000
Planned revenues at	3/31/2025	11,314,843		September	825,000,000
Actual revenues at	3/31/2025	11,064,507		Total	9,000,000,000
Excess/(deficiency) to planned		\$ (250,336)	-2.21%		

* Note: The usage percentages have been changed from 40%/60% to 45%/55% to more accurately reflect actual usage.

**McALLEN PUBLIC UTILITY
WATER IMPROVEMENT FUNDS
STATEMENT OF SOURCES AND USES**

For the Six Month Period Ended March 31, 2025

Water Depreciation

Water Capital Improvement

Sources	Water Depreciation				Water Capital Improvement			
	Budget	YTD Budget	YTD	% to YTD Budget *	Budget	YTD Budget	YTD	% to YTD Budget *
Interest Revenue	\$ 219,628	\$ 109,814	\$ 115,854	105.50%	\$ 280,338	\$ 140,169	\$ 159,055	113.47%
Miscellaneous	0	0	0	0.00%	0	0	0	0.00%
Transfers In	2,106,160	1,053,080	1,108,565	105.27% **	2,223,960	1,111,980	1,111,980	100.00%
Total Sources	\$ 2,325,788	\$ 1,162,894	\$ 1,224,419	105.29%	2,504,298	1,252,149	1,271,035	101.51%

Uses	Water Depreciation				Water Capital Improvement			
	Budget	YTD Budget	YTD	% to YTD Budget *	Budget	YTD Budget	YTD	% to YTD Budget *
Replacement (Infrastructure)	3,615,000	1,807,500	143,678	7.95%	6,686,528	3,343,264	1,533,868	0.00%
Capital Outlay	1,729,955	864,978	431,250	49.86%	1,373,960	686,980	541,603	78.84%
Transfers Out	0	0	150,000	0.00%	0	0	0	0.00%
Total Uses	\$ 5,344,955	\$ 2,672,478	\$ 724,928	27.13%	\$ 8,060,488	\$ 4,030,244	\$ 2,075,471	51.50%

Sources Over/ (Under) Uses	\$ (3,019,167)	\$ (1,509,584)	\$ 499,491		\$ (5,556,190)	\$ (2,778,095)	\$ (804,436)	
---------------------------------------	-----------------------	-----------------------	-------------------	--	-----------------------	-----------------------	---------------------	--

*50% of the year completed

**McALLEN PUBLIC UTILITY
WASTEWATER FUND
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES**

For the Six Month Period Ended March 31, 2025

	Budget	Year-To-Date				50.00%
		Current	Prior Year	Variance	Inc/Dec	Year-To-Date Actual % To Budget
REVENUES						
1 Residential Charges	\$ 13,836,628	\$ 6,094,261	\$ 5,946,823	A 147,438	2.48%	44.04%
2 Commercial Charges	5,313,578	2,058,125	2,062,602	A (4,477)	-0.22%	38.73%
3 Industrial Charges	403,733	118,296	114,553	A 3,743	3.27%	29.30%
4 City of Alton User Charges	750,000	347,001	366,024	A (19,024)	-5.20%	46.27%
5 Calpine/Duke Reuse Charges	900,000	442,405	448,799	A (6,393)	-1.42%	49.16%
6 Reuse-Water Charges	240,000	232,753	188,564	A 44,188	23.43%	96.98%
Total users' charges	21,443,939	9,292,841	9,127,365	165,476	1.81%	43.34%
7 Ind. Waste Surcharge	1,240,000	603,528	524,536	78,992	15.06%	48.67%
8 Other Operating Revenues	20,000	51,450	35,450	16,000	45.13%	0.00%
9 Other Revenues - Sale of Property	-	-	96,407	(96,407)	0.00%	0.00%
10 Reimbursements	91,500	67,670	48,769	18,901	38.76%	73.96%
11 Miscellaneous	738,000	639,528	541,189	98,339	18.17%	86.66%
12 Interest Earned	262,590	176,689	187,927	(11,238)	-5.98%	67.29%
13 Total Revenues	23,796,029	10,831,706	10,561,644	270,062	2.56%	45.52%
EXPENSES						
14 Wastewater Plant	6,173,034	2,733,645	2,807,113	B (73,468)	-2.62%	44.28%
15 Wastewater Lab	846,163	412,700	400,232	C 12,468	3.12%	48.77%
16 Wastewater Collections	3,040,177	1,357,784	1,480,157	D (122,373)	-8.27%	44.66%
17 General & Admin.	2,155,248	551,797	662,284	E (110,487)	-16.68%	25.60%
18 Employee Benefits	(3,945)	-	-	-	0.00%	0.00%
19 Insurance	118,198	59,094	59,094	-	0.00%	50.00%
20 Pension Expense-TMRS (GASB 68)	-	-	-	-	0.00%	0.00%
21 TMRS Benefits-Contra (GASB 68)	-	-	-	-	0.00%	0.00%
22 Sub-Total Expenses	12,328,875	5,115,019	5,408,879	(293,860)	-5.43%	41.49%
22 Debt Service	999,783	508,006	427,932	80,074	18.71%	50.81%
23 Depreciation *	9,920,835	5,257,570	4,719,361	538,209	11.40%	53.00%
24 Expenses Before Billing Charges	23,249,493	10,880,596	10,556,172	324,424	3.07%	46.80%
25 Billing Charges	230,000	115,002	115,002	-	0.00%	50.00%
26 TOTAL EXPENSES	23,479,493	10,995,598	10,671,174	324,424	3.04%	46.83%
27 Revenues Over (Under) Expenses	\$ 316,536	\$ (163,892)	\$ (109,530)			
28 Contributions - Acquired assets	-	-	-			
29 Change in Net Assets		(163,892)	(109,530)			
NON-OPERATING EXPENSES						
30 Capital Outlay	-	-	-	-		
31 Transfer to Capital Improvement	1,143,256	571,626	737,574	(165,948)		
32 Transfer to Depreciation	3,968,334	2,103,542	1,903,493	200,049		
33 Transfer to TWDB Construction-Loan Reimbursement	-	-	-	-		
34 Rebutable Arbitrage	-	-	-	-		
35 Capitalized Interest	-	-	-	-		
36 Bond Refunding Costs	-	-	-	-		
37 Health Insurance	-	-	-	-		

* Depreciation is recorded 100% for financial statement purposes but funded at 40% reduced from 50% effective October 1, 2018

McALLEN PUBLIC UTILITY
WASTEWATER FUND REFERENCE NOTES
For the Six Month Period Ended March 31, 2025

ANALYSIS OF YEAR-TO-DATE EXPENDITURES

Ref Description	Month Ending				Fiscal Year-to-Date			
	31-Mar-25	31-Mar-24	Inc(Dec)	% Inc(Dec)	31-Mar-25	31-Mar-24	Inc(Dec)	(Dec)
CONSUMPTION								
A Residential	297,904,000	259,795,000	38,109,000	14.67%	1,767,690,200	1,708,799,700	58,890,500	3.45%
A Commercial	192,485,300	190,245,000	2,240,300	1.18%	1,184,677,500	1,199,796,800	(15,119,300)	-1.26%
A Industrial	15,335,500	18,228,200	(2,892,700)	-15.87%	106,558,600	103,928,400	2,630,200	2.53%
Total	505,724,800	468,268,200	37,456,600	8.00%	3,058,926,300	3,012,524,900	46,401,400	1.54%

Ref Description	Month Ending				Fiscal Year-to-Date			
	31-Mar-25	31-Mar-24	Inc(Dec)	% Inc(Dec)	31-Mar-25	31-Mar-24	Inc(Dec)	(Dec)
REUSE CONSUMPTION *								
Residential	11,644,900	9,274,500	2,370,400	25.56%	80,998,700	65,893,100	15,105,600	22.92%
Commercial	7,749,300	4,356,800	3,392,500	77.87%	55,183,300	42,963,700	12,219,600	28.44%
Industrial	0	0	0	0.00%	0	0	0	0.00%
Total	19,394,200	13,631,300	5,762,900	42.28%	136,182,000	108,856,800	27,325,200	25.10%

* Excludes effluent to power plants

NUMBER OF WASTEWATER ACCOUNTS

A Residential	**	40,352	39,664	688	1.73%
A Commercial		5,865	5,829	36	0.62%
A Industrial		132	130	2	1.54%
Total		46,349	45,623	726	1.59%

Number of new accounts for the current fiscal year:		Growth in number of new accounts prior year:		
Number of accounts at	3/31/2025	46,349	3/31/2024	45,623
Number of accounts at	9/30/2024	45,918	9/30/2023	45,259
Increase/(Decrease) in accounts		431		364

NUMBER OF REUSE ACCOUNTS

A Residential	937	778	159	20.44%
A Commercial	30	28	2	7.14%
A Industrial	0	0	0	0.00%
Total	967	806	161	19.98%

ANALYSIS OF NET CHANGE IN YEAR-TO-DATE OPERATING EXPENDITURES:

	Wages/Benefits	Supplies	Other Services & Charges	Maintenance	Non-capitalized Capital Outlay	Total
B Wastewater Plant	\$ (32,987)	\$ (4,884)	\$ 116,634	\$ (34,409)	\$ (117,821)	\$ (73,468)
C Wastewater Lab	15,350	854	2,948	722	(7,407)	12,468
D Wastewater Collections	37,647	(18,720)	33,361	(79,070)	(95,590)	(122,373)
E General & Admin.	(60,307)	(6,373)	(30,459)	(175)	(13,173)	(110,487)
\$	(40,297)	(29,123)	122,484	(112,933)	(233,992)	(293,860)

ANALYSIS OF ACTUAL TO BUDGETED CONSUMPTION & REVENUES

Budgeted Consumption for fy 2024-25 (gals.)	7,142,138,000	Monthly Planned Consumption		
* 45% of planned consumption	3,213,962,100	October	535,660,350	
* 55% of planned consumption	3,928,175,900	November	535,660,350	
		December	535,660,350	
Planned consumption at 3/31/25	3,213,962,100	January	535,660,350	
Actual consumption at 3/31/25	3,058,926,300	February	535,660,350	
Excess/(deficiency) to planned	(155,035,800)	-4.82%	March	535,660,350
			April	654,695,983
Budgeted User Charge Revenues for fy 2024-25	\$ 20,303,939		May	654,695,983
* 45% of planned revenues	9,136,773		June	654,695,983
* 55% of planned revenues	11,167,166		July	654,695,983
			August	654,695,983
Planned revenues at 3/31/25	9,136,773		September	654,695,983
Actual revenues at 3/31/25	8,850,436			
Excess/(deficiency) to planned	\$ (286,337)	-3.13%	Total	7,142,138,000

* Note: The usage percentages have been changed from 40%/60% to 45%/55% to more accurately reflect actual usage.

McALLEN PUBLIC UTILITY
WASTEWATER IMPROVEMENT FUNDS
STATEMENT OF SOURCES & USES

For the Six Month Period Ended March 31, 2025

	Wastewater Depreciation				Wastewater Capital Improvement			
	Budget	YTD Budget	YTD	To Y-T-D Budget *	Budget	YTD Budget	YTD	To Y-T-D Budget *
Sources								
Interest Revenue	\$ 676,922	\$ 338,461	\$ 535,164	158.12%	\$ 252,000	\$ 126,000	\$ 170,250	135.12%
Miscellaneous	-	-	-	0.00%	1,227,305	613,653	-	0.00%
Transfers In	3,968,334	1,984,167	2,103,542	106.02%	1,143,256	571,628	571,626	100.00%
Total Sources	\$ 4,645,256	\$ 2,322,628	\$ 2,638,705	113.61%	\$ 2,622,561	\$ 1,311,281	\$ 741,876	56.58%

	Budget	YTD Budget	YTD	To Y-T-D Budget *	Budget	YTD Budget	YTD	To Y-T-D Budget *
Uses								
Replacement (Infrastructure)	13,836,525	6,918,263	866,418	12.52%	4,875,507	2,437,754	597,958	0.00%
Capital Outlay	1,496,290	748,145	109,872	14.69%	713,113	356,557	86,432	24.24%
Transfers Out	-	-	-	0.00%	-	-	-	0.00%
Total Uses	\$ 15,332,815	\$ 7,666,408	\$ 976,290	12.73%	\$ 5,588,620	\$ 2,794,310	\$ 684,390	24.49%

Sources Over/ (Under) Uses	(\$10,687,559)	(\$5,343,780)	\$1,662,415		(\$2,966,059)	(\$1,483,030)	\$57,487	
---------------------------------------	-----------------------	----------------------	--------------------	--	----------------------	----------------------	-----------------	--

*50% of the year completed

**WATER & WASTEWATER FUND
COMBINED BALANCE SHEET**

as of March 31, 2025

	<u>WATER FUND</u> *	<u>WASTEWATER FUND</u> *	<u>COMBINED</u>
ASSETS			
<u>Current Assets</u>			
Cash & Investments			
Demand.....	\$ 264,065	\$ 203,456	\$ 467,520
Time Deposits.....	0	0	0
Investments.....	5,027,334	1,527,800	6,555,134
Market Value Adjustment.....	5,394	0	5,394
Mgr/Trust Cash.....	0	0	0
Receivables, net:			
Accounts.....	2,344,696	2,054,988	4,399,684
Accrued Interest.....	972	0	972
Due From Other Funds.....	0	0	0
Lease Revenue.....	303,561	0	303,561
Lease Interest Revenue.....	6,734	0	6,734
Water/Sewer Line Assessments.....	0	0	0
Inventories, at cost.....	1,194,794	0	1,194,794
Miscellaneous.....	0	0	0
Prepaid expenses.....	0	0	0
Total Current Assets	\$ 9,147,550	\$ 3,786,244	\$ 12,933,794
Notes Receivable	81,269	81,349	162,618
LT Receivable - Lease Revenue.....	402,093	0	402,093
<u>Restricted Assets</u>			
Mgr/Trust Cash.....	0	0	0
Accrued Interest.....	0	43,160	43,159
Due From Other Funds.....	0	0	0
Notes Receivable - Airport	0	0	0
Accounts Receivable.....	0	4,335	4,335
Sub-Total	0	47,495	47,494
Demand.....	233,194	386,974	620,168
Time Deposits.....	1,045,927	2,091,853	3,137,780
Investments.....	20,455,535 **	28,786,092	49,241,627
Market Value Adjustment.....	0	21,145	21,145
Total Restricted Cash & Investments	21,734,656	31,286,064	53,020,720
Total Restricted Assets	21,734,656	31,333,559	53,068,215
Property, Plant, & Equipment.....	193,728,901	289,165,665	482,894,566
(Less: Accumulated Depreciation).....	(108,160,567)	(142,042,847)	(250,203,414)
Net Property, Plant, & Equipment	85,568,334	147,122,818	232,691,152
Other Assets, net.....	27,047,805	4,752,465	31,800,271
TOTAL ASSETS	\$ 143,981,708	\$ 187,076,435	331,058,144

* Includes Depreciation Funds, Capital Improvement Funds, Bond Construction Funds & Debt Service Funds

** Includes a portion of the restricted customer deposits totalling \$3,227,274

**WATER & WASTEWATER FUND
COMBINED BALANCE SHEET**

as of March 31, 2025

	<u>WATER FUND</u>	*	<u>WASTEWATER FUND</u>	*	<u>COMBINED</u>
LIABILITIES & FUND EQUITY					
<u>Current Liabilities</u>					
Accounts Payable.....	\$ 233,863		\$ 155,584		\$ 389,447
Accrued Expense.....	779,722		582,902		1,362,624
Due to Other Funds.....	0		0		0
Other.....	3,234		106,528		109,762
Total Current Liabilities	1,016,819		845,015		1,861,834
<u>Liabilities Payable from Restricted Assets</u>					
Accounts Payable.....	108,023		49,547		157,569
Accrued Expense.....	778,012		41,343		819,355
Due to Other Funds.....	0		0		0
Interest Payable.....	141,108		158,181		299,289
Customer Deposits.....	3,227,274		0		3,227,274
Current Portion of Revenue Bonds.....	2,930,951		4,973,263		7,904,214
Total Liabilities Payable from Restricted Assets	7,185,367		5,222,334		12,407,701
<u>Other Non-Current Liabilities</u>					
Revenue Bonds.....	39,373,817		74,651,214		114,025,031
SBITA- Subscription liability.....	0		0		0
Arbitrage Payable.....	0		135,956		135,956
Deferred Revenues.....	110,316		14,626		124,942
Deferred inflows of resources.....	1,184,368		2,240,612		3,424,980
Noncurrent liabilities / net pension liability.....	1,573,434		1,036,884		2,610,318
TOTAL LIABILITIES	50,444,121		84,146,641		134,590,762
FUND EQUITY					
<u>Contributed Capital</u>					
Total Contributed Capital	0		0		0
<u>Retained Earnings</u>					
Reserve for Encumbrances.....	0		0		0
Reserve for Current Debt Service.....	354,695		972,375		1,327,070
Reserve for Capital Improvement.....	12,233,105		7,035,194		19,268,298
Reserve for Depreciation.....	4,892,440		23,063,106		27,955,547
Reserve for Water Rights Purchase.....	0		0		0
Unreserved.....	76,057,346		71,859,119		147,916,466
Total Retained Earnings	93,537,586		102,929,795		196,467,381
TOTAL LIABILITIES AND FUND EQUITY	\$ 143,981,708		\$ 187,076,435		\$ 331,058,144

* Includes Depreciation Funds, Capital Improvement Funds, Debt Service & Bond Construction Funds

**WATER FUND
COMBINED BALANCE SHEET**

as of March 31, 2025

ASSETS	RESTRICTED ASSETS					Combined
	Water Fund	Water Depr. Fund	Water Capital Impr. Fund	Water Revenue Bonds	Debt Service	
ASSETS						
<u>Current Assets</u>						
Cash & Investments						
Demand.....	\$ 264,065	\$ 205,935	\$ 1,742	\$ 25,518	\$ -	\$ 497,259
Certificates of Deposit.....	-	522,963	522,963	-	-	1,045,927
Investments & Securities.....	5,027,334	4,203,437	5,553,098	6,975,923	495,803	22,255,596
Market Value Adjustment.....	5,394	-	-	-	-	5,394
Receivables						
Accounts.....	2,344,696	-	-	-	-	2,344,696
Accrued Interest.....	972	-	-	-	-	972
Due From Other Funds.....	-	-	-	-	-	-
Lease Revenue.....	303,561	-	-	-	-	303,561
Lease Interest Revenue.....	6,734	-	-	-	-	6,734
Water Line Assessments.....	-	-	-	-	-	-
Inventories, at cost.....	1,194,794	-	-	-	-	1,194,794
Prepaid expenses.....	-	-	-	-	-	-
Total Current Assets	9,147,550	4,932,335	6,077,804	7,001,441	495,803	27,654,933
Notes Receivable	81,269	-	-	-	-	81,269
LT Receivable - Lease Revenue.....	402,093	-	-	-	-	402,093
CD's restricted for customer deposits.....	-	-	-	-	-	-
Investments restricted for customer deposits.....	3,227,274	-	-	-	-	3,227,274
Property, Plant, & Equipment.....	193,728,901	-	-	-	-	193,728,901
(Less: Accum. Depreciation/Amortization).....	(108,160,567)	-	-	-	-	(108,160,567)
Net Property, Plant, & Equipment	85,568,334	-	-	-	-	85,568,334
Other Assets, net.....	27,047,805	-	-	-	-	27,047,805
TOTAL ASSETS	125,474,325	4,932,335	6,077,804	7,001,441	495,803	143,981,708
LIABILITIES & FUND EQUITY						
<u>Current Liabilities</u>						
Accounts Payable.....	233,863	-	-	-	-	233,863
Accrued Expense.....	779,722	-	-	-	-	779,722
Due To Other Funds.....	-	-	-	-	-	-
Other.....	3,234	-	-	-	-	3,234
Total Current Liabilities	1,016,819	-	-	-	-	1,016,819
<u>Liabilities Payable from Restricted Assets</u>						
Current Portion of Revenue Bonds.....	2,930,951	-	-	-	-	2,930,951
Accounts Payable.....	-	17,097	1,700	89,226	-	108,023
Accrued Expense.....	-	22,798	-	755,214	-	778,012
Interest Payable.....	-	-	-	-	141,108	141,108
Due To Other Funds.....	-	-	-	-	-	-
Customer Deposits.....	3,227,274	-	-	-	-	3,227,274
Total Liabilities Payable from Restricted Assets	6,158,225	39,895	1,700	844,440	141,108	7,185,367
<u>Other Non-Current Liabilities</u>						
Revenue Bonds	39,373,817	-	-	-	-	39,373,817
SBITA- Subscription liability.....	-	-	-	-	-	-
Arbitrage Payable.....	-	-	-	-	-	-
Deferred Revenues.....	110,316	-	-	-	-	110,316
Deferred inflows of resources.....	1,184,368	-	-	-	-	1,184,368
Noncurrent liabilities / net pension liability.....	1,573,434	-	-	-	-	1,573,434
TOTAL LIABILITIES	49,416,979	39,895	1,700	844,440	141,108	50,444,121
FUND EQUITY						
<u>Retained Earnings</u>						
Reserve for Encumbrances.....	-	-	-	-	-	-
Reserve for Current Debt Service.....	-	-	-	-	354,695	354,695
Reserve for Capital Improvement.....	-	-	6,076,103	6,157,001	-	12,233,105
Reserve for Depreciation.....	-	4,892,440	-	-	-	4,892,440
Reserve for Water Rights.....	-	-	-	-	-	-
Unreserved.....	76,057,346	-	-	-	-	76,057,346
Total Retained Earnings	76,057,346	4,892,440	6,076,103	6,157,001	354,695	93,537,586
TOTAL LIABILITIES & FUND EQUITY	\$ 125,474,325	\$ 4,932,335	\$ 6,077,804	\$ 7,001,441	\$ 495,803	\$ 143,981,708

**WASTEWATER FUND
COMBINED BALANCE SHEET**

as of March 31, 2025

ASSETS	RESTRICTED ASSETS					Combined
	Wastewater Fund	Depreciation Fund	Wastewater Capital Impr. Fund	Wastewater Revenue Bonds	Debt Service	
<u>Current Assets</u>						
Cash & Investments						
Demand.....	\$ 203,456	\$ 385,769	\$ 1,205	\$ -	\$ -	\$ 590,430
Certificates of Deposit.....	-	1,568,890	522,963	-	-	2,091,853
Investments & Securities.....	1,527,800	21,135,674	6,506,049	13,813	1,130,556	30,313,892
Market Value Adjustment.....	-	(5,356)	26,501	-	-	21,145
Mgr/Trust Cash.....	-	-	-	-	-	-
Receivables						
Accounts.....	2,054,988	-	4,335	-	-	2,059,323
Accrued Interest.....	-	19,472	23,688	-	-	43,160
Due From Other Funds.....	-	-	-	-	-	-
Wastewater Line Assessments.....	-	-	-	-	-	-
Miscellaneous.....	-	-	-	-	-	-
Prepaid expenses	-	-	-	-	-	-
Total Current Assets	3,786,244	23,104,450	7,084,740	13,813	1,130,556	35,119,803
Notes Receivables - Hunt	81,349	-	-	-	-	81,349
Property, Plant, & Equipment.....	289,165,665	-	-	-	-	289,165,665
(Less: Accumulated Depreciation).....	(142,042,847)	-	-	-	-	(142,042,847)
Net Property, Plant, & Equipment	147,122,818	-	-	-	-	147,122,818
Other Assets.....	4,752,465	-	-	-	-	4,752,465
TOTAL ASSETS	155,742,876	23,104,450	7,084,740	13,813	1,130,556	187,076,435
<u>LIABILITIES & FUND EQUITY</u>						
<u>Current Liabilities</u>						
Accounts Payable.....	155,584	-	-	-	-	155,584
Accrued Expenses.....	582,902	-	-	-	-	582,902
Due to Other Funds.....	-	-	-	-	-	-
Other.....	106,528	-	-	-	-	106,528
Total Current Liabilities	845,015	-	-	-	-	845,015
<u>Liabilities Payable from Restricted Assets</u>						
Accounts Payable.....	-	-	49,547	-	-	49,547
Accrued Expenses.....	-	41,343	-	-	-	41,343
Due to Other Funds.....	-	-	-	-	-	-
Interest Payable.....	-	-	-	-	158,181	158,181
Current Portions of all Revenue Bonds....	4,973,263	-	-	-	-	4,973,263
Total Liabilities Payable from Restricted Assets	4,973,263	41,343	49,547	-	158,181	5,222,334
<u>Other Non-Current Liabilities</u>						
Deferred Revenue.....	14,626	-	-	-	-	14,626
Revenue Bonds.....	74,651,214	-	-	-	-	74,651,214
SBITA- Subscription liability.....	-	-	-	-	-	-
Deferred inflows of resources.....	2,240,612	-	-	-	-	2,240,612
Noncurrent liabilities/Net Pension Liability - TMRS.....	1,036,884	-	-	-	-	1,036,884
Arbitrage Payable	135,956	-	-	-	-	135,956
TOTAL LIABILITIES	83,897,570	41,343	49,547	-	158,181	84,146,641
<u>FUND EQUITY</u>						
<u>Retained Earnings</u>						
Reserve for Encumbrances.....	-	-	-	-	-	-
Reserve for Debt Service.....	-	-	-	-	972,375	972,375
Reserve for Depreciation.....	-	23,063,106	-	-	-	23,063,106
Reserve for Capital Improvement.....	-	-	7,035,194	-	-	7,035,194
Unreserved.....	71,845,306	-	-	13,813	-	71,859,119
Total Retained Earnings	71,845,306	23,063,106	7,035,194	13,813	972,375	102,929,795
\$ 155,742,876	\$ 23,104,450	\$ 7,084,740	\$ 13,813	\$ 1,130,556	\$ 187,076,435	

**McALLEN PUBLIC UTILITY
RECONCILED BANK BALANCES
As of March 31, 2025**

	POOL CASH	GROSS							TOTAL	BLENDED APR/ROI	BLENDED YIELD ON INVESTMENTS ONLY	TOTAL INVESTMENTS
		APR/ROI	CD	APR/ROI	INVESTMENTS	APR/ROI	TEX POOL- PRIME	APR/ROI				
<u>WATER FUND</u>												
M & O	261,765	0.00%			499,060	5.10%	7,755,548	4.47%	8,516,373	4.37%	5.10%	499,060
% of Total	3.07%		0.00%		5.86%		91.07%					
			0.00%		100.00%							
WATER BOND RESERVE	0	0.00%			0	0.00%	1,853,479	4.47%	1,853,479	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
DEPRECIATION	205,935	0.00%	522,963	5.22%	0	0.00%	4,203,437	4.47%	4,932,335	4.36%	5.22%	522,963
% of Total	4.18%		10.60%		0.00%		85.22%					
			100%		0.00%							
DEBT SERVICE	-	0.00%	-	-	0	0.00%	39,332	4.47%	39,332	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
WATER DEBT SERVICE TWDB	-	0.00%			0	0.00%	456,471	4.47%	456,471	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
CAPITAL IMPROVEMENT	1,742	0.00%	522,963	5.22%	0	0.00%	5,553,098	4.47%	6,077,804	4.53%	0	522,963
% of Total	0.03%		8.60%		0.00%		91.37%					
			100.00%		0.00%							
BOND CONSTRUCTION	25,518	0.00%	-	-	0	0.00%	0	0.00%	25,518	0.00%	0.00%	0
% of Total	100.00%		0.00%		0.00%		0.00%					
TWDB CNST FUND S2021 AMI PRJ	0	0.00%	-	-	0	0.00%	6,975,923	4.47%	6,975,923	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
			0.00%		0.00%							
TOTAL WATER	494,959	0.00%	1,045,927	5.22%	499,060	5.10%	26,837,289	4.47%	28,877,235	4.43%	5.18%	1,544,987
% of Total	1.71%		3.62%		1.73%		92.94%		100.00%			
% of Total Investments			67.70%		32.30%							
<u>SEWER FUND</u>												
M & O	203,456	0.00%	-	-	0	0.00%	1,527,800	4.47%	1,731,256	3.94%	0.00%	0
% of Total	11.75%		0.00%		0.00%		88.25%					
			0.00%		0.00%							
BOND RESERVE-TWDB 2009	-	0.00%	-	-	0	0.00%	3,407,810	4.47%	3,407,810	4.47%	0.00%	0
% of Total	0		0.00%		0.00%		100.00%					
DEPRECIATION	385,769	0.00%	1,568,890	5.22%	2,746,408	3.85%	18,389,266	4.47%	23,090,333	4.37%	4.35%	4,315,298
% of Total	1.67%		6.79%		11.89%		79.64%					
			36.36%		63.64%							
DEBT SERVICE	-	0.00%	-	-	0	0.00%	47,884	4.47%	47,884	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
SEWER DEBT TWDB- 2009-2010	-	0.00%	-	-	0	0.00%	1,082,672	4.47%	1,082,672	4.47%	0.00%	0
% of Total	0.00%		0.00%		0.00%		100.00%					
SEWER BOND CONST TWDB - F492	0	0.00%	-	-	0	0.00%	13,813	4.47%	13,813	4.47%	0.00%	0
* Series 2012	0.00%		0.00%		0.00%		100.00%					
CAPITAL IMPROVEMENT	1,205	0.00%	522,963	5.22%	1,245,679	4.80%	5,260,369	4.47%	7,030,217	4.58%	4.92%	1,768,642
% of Total	0.02%		7.44%		17.72%		74.83%					
			29.57%		70.43%							
TOTAL SEWER	590,430	0.00%	2,091,853	5.22%	3,992,087	4.14%	29,729,615	4.47%	36,403,984	4.40%	4.51%	6,083,940
% of Total	1.62%		5.75%		10.97%		81.67%		100%			
% of Total Investments			34.38%		65.62%							
TOTAL PUB	1,085,388	0.00%	3,137,780	5.22%	4,491,147	4.25%	56,566,904	4.47%	65,281,219	4.42%	4.65%	7,628,927
% of Total	1.66%		4.81%		6.88%		86.65%		100.00%			
% of Total Investments			41.13%		58.87%							

* Pending receipt of reimbursement funds from TWDB



	AGENDA ITEM	<u>7.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/20/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 5/20/2025

7. Staff's Recommendation:

8. City Attorney: None. -AWS

9. MPU General Manager: N/A - MAV

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



	AGENDA ITEM	<u>7.b.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/20/2025
	MEETING DATE	5/28/2025

1. Agenda Item: Consultation with City Attorney regarding legal aspects of infrastructure projects. Tex. Gov't Code 551.071

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 5/20/2025

7. Staff's Recommendation:

8. City Attorney:

9. MPU General Manager: N/A - MAV

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