



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

**DATE:** Thursday, December 12, 2024

**TIME:** 4:00 P.M.

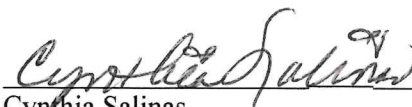
**PLACE:** McAllen City Hall  
Commission Chambers – 3<sup>rd</sup> Floor  
1300 Houston Avenue  
McAllen, Texas 78501

**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 **9th** day of **December, 2024** at **10:00 A.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  
THURSDAY, DECEMBER 12, 2024 – 4:00 PM  
MCALLEN CITY HALL - 3RD FLOOR  
1300 HOUSTON AVE, MCALLEN, TX 78501**

**AGENDA**

**AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE 551.071(2) TO CONFER WITH ITS LEGAL COUNSEL ON ANY SUBJECT MATTER ON THIS AGENDA IN WHICH THE DUTY OF THE ATTORNEY TO THE MCALLEN PUBLIC UTILITY BOARD UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. FURTHER, AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION TO DELIBERATE ON ANY SUBJECT SLATED FOR DISCUSSION AT THIS MEETING, AS MAY BE PERMITTED UNDER ONE OR MORE OF THE EXCEPTIONS TO THE OPEN MEETINGS ACT SET FORTH IN TITLE 5, SUBTITLE A, CHAPTER 551, SUBCHAPTER D OF THE TEXAS GOVERNMENT CODE.**

**CALL TO ORDER**

**PLEDGE**

**INVOCATION**

**1. MINUTES:**

- a) Approval of Regular Meeting Minutes held November 26, 2024.

**2. CONSENT AGENDA:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

- a) Approval of the Water Conservation & Drought Contingency Plan
- b) Approval of TAJ Plaza Subdivision (1 Commercial Lot / Storage)
- c) Approval of Trevino Subdivision (1 Residential Lot / 1 Single Family Home)
- d) Approval of the Villas at Tres Lagos Phase I-A Subdivision.

**3. ORDERS:**

- a) Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Depreciation Fund.
- b) Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Capital Improvement Fund.

#### **4. BIDS AND CONTRACTS:**

- a) Consideration and Action to purchase a 6" Gorman Rupp portable pump and trailer from Zone Industries through Buyboard contract #672-22.
- b) Consideration and Action to purchase 1" Iperl meters, 2" Omni meters and accessories from single source vendor Agua Metric.
- c) Consideration and action in accepting bid for sludge management services. (Project No. 12-24-S12-256)
- d) Consideration and Approval of a Professional Engineering Services contract for the performance of an Environmental Assessment at our Northwest Water Treatment Plant
- e) Consideration and approval of a Buy Out and Transfer of Service Agreement between Sharyland WSC and McAllen Public Utility
- f) Consideration and Approval of request for administrative approval of the development of a meter account transfer agreement between Sharyland WSC and McAllen Public Utility that addresses the transfer of meter accounts related to pending CCN Buy-out Areas.

#### **5. UTILITY LAYOUTS:**

- a) Discussion and Consideration of a Variance Request for the use of a Septic Tank for 3921 SH 107.
- b) Consideration and Possible Approval of Haven Hills Subdivision and for the Off-Site MPU Water Participation

#### **6. MANAGER'S REPORT:**

- a) Consideration and possible action to Write-off the 2nd quarter bad debt fiscal year 2023-2024.

#### **7. FUTURE AGENDA ITEMS**

#### **8. 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.

#### **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 JANUARY 14, 2025.**



**AGENDA ITEM**

**1.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**11/29/2024**

**MEETING DATE**

**12/12/2024**

**1. Agenda Item: Approval of Regular Meeting Minutes held November 26, 2024.**

**2. Party Making Request:**

**3. Nature of Request:**

**4. Budgeted:**

**Bid Amount:** \_\_\_\_\_  
**Under Budget:** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_  
**Over Budget:** \_\_\_\_\_  
**Amount Remaining:** \_\_\_\_\_

**5. Reimbursement:**

**6. Routing:**

**Savannah Arredondo**

**Created/Initiated - 11/29/2024**

**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, November 26, 2024**, at 4:00 pm at McAllen City Hall, Commission Chambers with the following present:

	Charles Amos	Chairman
	Ernest Williams	Vice-Chairman
	Albert Cardenas	Trustee
	Javier Villalobos	Mayor/Ex-Officio
Absent:	Ricardo Godinez	Trustee
Staff:	Marco A Vega, P.E.	General Manager
	Juan J. Rodriguez	Assistant 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
	Rafael Balderas, E.I.T.	Assistant to the Utility Engineer
	Juan Vallejo	Assistant Director of Water Systems
	Maria Chavero	Director of Treasury Management
	Janet Landeros	Grants and Contracts Coordinator
	Erika Gomez, P.E.	Utility Engineer
	Edward Gonzalez	Director of Water Systems
	Jim Bob Sides	Video Production Specialist
	Patrick Gray, E.I.T.	GIS Coordinator
	Gerardo Noriega	Director of Purchasing and Contract.
	Omar Puente	Wastewater Collections HEO II
	Manuel Pena JR	Wastewater Collections HEO II
	Julio Oviedo	Wastewater Collections Manager
	Jesus Cisneros	Water Plant Manager
	Lance Nelson	Water Plant Manager
	Christina Molano	Water Lab Manager

CALL TO ORDER:

Chairman Amos called the meeting to order at 4:01 p.m.

1. MINUTES:

- a) Approval of the Minutes for the Regular Meeting held November 12, 2024.

Trustee Cardenas moved to approve the minutes for the regular meeting held November 12, 2024. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

2. CONSENT AGENDA:

- a) Approval of Suarez Subdivision (1 Commercial Lot/ 22 Units)
- b) Approval of 2<sup>nd</sup> & Trenton Plaza Subdivision (2 Commercial Lots/ Plaza)
- c) Approval of Tex-Best Subdivision (1 Commercial Lot, Gas Station)
- d) Approval of Estancia at Tres Lagos Phase IV Subdivision (28 Lot, Single Family)

Vice-Chairman Williams moved to approve items 2a through 2d. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

### **3. BIDS AND CONTRACTS:**

- a) Consideration and Approval for the Purchase of Project No. 11-24-P08-223 Purchase of Chlorine Dioxide Generators.

Mayor Villalobos moved to approve the purchase of chlorine dioxide generators. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

- b) Consideration of Approval to Award Project No. 11-24-SP-06-150 Supply Contract for Purchase and Delivery of Sodium Chlorite

Trustee Cardenas moved to approve the purchase and delivery of sodium chlorite. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

### **4. RESOLUTION:**

- a) Consider Adopting Resolution Appointing Cynthia Salinas, as Board Secretary for McAllen Public Utility.

Trustee Cardenas moved to approve the appointment of Cynthia Salinas as Board Secretary. Mayor Villalobos seconded the motion. The motion carried unanimously by those present.

### **5. UTILITY LAYOUTS:**

- a) Oaks at Northgate Subdivision – Discussion & Possible Approval of Septic Tank Variance.

Mr. Marco Vega, P.E., General Manager stated the property is along Northgate between Bicentennial and 23<sup>rd</sup> street. Previously there was a project done on the Northgate sewer east of Bicentennial up to 2<sup>nd</sup> street. Northgate Sewer Phase II is still pending which will bring sewer from Bicentennial west to 23<sup>rd</sup> street. Trustee Cardenas asked if a sewer connection will be left available. Mr. Vega stated it is a requirement to have a service connection available.

Trustee Cardenas moved to approve the Septic Tank Variance for Northgate Subdivision. Mayor Villalobos seconded the motion. The motion carried unanimously.

### **6. FUTURE AGENDA ITEMS**

Mr. Marco Vega, P.E., General Manager reminded the Board Members of a Holiday Parade happening Saturday December 7<sup>th</sup>. He also reminded the board of the next McAllen Public Utility Board Meeting as well as a Workshop happening Thursday, December 12<sup>th</sup>.

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

Chairman Amos recessed the meeting at 4:10 p.m. to go into Executive Session. Chairman Amos reconvened the meeting around 4:46 p.m.

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

Austin Stevenson, City Attorney, stated no action is needed.

- b) Consideration of Economic Development Matters Tex. Gov't Code Sec. 551.087.

Austin Stevenson, City Attorney, recommends the Board to entertain a motion to authorize the general manager to act as described in executive session.

Trustee Cardenas moved to approve City Attorneys recommendation. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

- c) Consultation with City Attorney regarding legal issues related to Risk Management. Texas Gov't Code Sec. 551.071.

Austin Stevenson, City Attorney, stated no action is needed.

#### **ADJOURNMENT**

There being no other business to come before the Board, the meeting was unanimously adjourned at 4:48 p.m.

\_\_\_\_\_  
Charles Amos, Chairman

Attest:

\_\_\_\_\_  
Cynthia Salinas  
Utility Board Secretary



**AGENDA ITEM**

**2.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Approval of the Water Conservation & Drought Contingency Plan
2. Party Making Request:  
Janet Landeros
3. Nature of Request: Adopt the Updated 2024 Water Conservation and Drought Contingency Plan
4. Budgeted:  

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement: Not applicable
6. Routing:  
Janet Landeros                      Created/Initiated - 12/5/2024
7. Staff's Recommendation: Staff requests City Commission consideration to adopt the 2024 Water Conservation and Drought Contingency Plan.
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

**CC:** McAllen Public Utility Board of Trustees

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

**FROM:** Janet Matthews Landeros, Grants and Contracts Coordinator

**DATE:** November 26, 2024

**SUBJECT:** **Water Conservation and Drought Contingency Plan**

---

The purpose of the City of McAllen's Water Conservation and Drought Contingency Plan (Plan) is to enhance water use efficiency and prepare for water shortages. The Plan outlines strategies to monitor drought conditions and respond to potential water supply challenges, minimizing adverse impacts. It also includes practices, techniques, and technologies to conserve the water supply, improve efficiency, and reduce water loss.

The Texas Water Development Board (TWDB) requires all retail public water suppliers to update and readopt their Water Conservation and Drought Contingency Plans every five years to remain eligible for financial assistance. The City of McAllen last updated and adopted its Plan on April 24, 2023. However, after a review by the TWDB, updates and additional information were requested and have since been incorporated into the 2024 Plan.

Staff requests the McAllen Public Utility Board's consideration and adoption of the updated 2024 Water Conservation and Drought Contingency Plan. Staff will be available to address any comments or questions.

**ORDINANCE NO. 2024-\_\_\_\_\_**  
**ORDER NO. 2024-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MCALLEN CHAPTER 106 (“UTILITIES”); ARTICLE III (“WATER”), DIVISION 5 (“WATER”) CONSERVATION AND DROUGHT CONTINGENCY PLAN”)BY ADOPTION OF THE REVISED AND UPDATED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Title 30, Chapter 288 of the Texas Administrative Code and the regulation of the Texas Commission on Environmental Quality (“TCEQ”) require that the City of McAllen adopt a Water Conservation Plan; and,

**WHEREAS**, the McAllen City Commission deems it in the best interest of the City to adopt the City of McAllen Public Utility Water Conservation and Drought Contingency Plan revised and updated December 2024; and,

**WHEREAS**, the McAllen Public Utility Board of Trustees has heretofore adopted a Water Conservation and Drought Contingency Plan that requires revising and updating;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISIONERS OF THE CITY OF MCALLEN, TEXAS, THAT:**

**SECTION I:** The McAllen City Commission hereby adopts the City of McAllen Public Utility Water Conservation and Drought Contingency Plan revised and updated December 2024, a true and correct copy of which is attached hereto.

**SECTION II:** That, this ordinance shall take effect immediately upon its passage and publication in accordance with law.

**SECTION III:** The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Texas in accordance with the provision of the Code of Ordinances of the City of McAllen, Section 2-56.

**SECTION IV:** The City Secretary is hereby authorized and directed to cause the contents of Section I and hereof to be published in the appropriate location in the Code of Ordinances of the City of McAllen.

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

**CONSIDERED, PASSED and APPROVED** this 9<sup>th</sup> day of December, 2024, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this \_\_\_\_\_ day of December, 2024.

**CITY OF MCALLEN**

\_\_\_\_\_  
Javier Villalobos, Mayor

ATTEST

\_\_\_\_\_  
Perla Lara, TRMC, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Austin Stevenson, City Attorney

**CONSIDERED, PASSED and APPROVED** this 12<sup>th</sup> day of December, 2024, at a regular meeting of the McAllen Public Utility Board of Trustees of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this \_\_\_\_\_ day of December, 2024.

**CITY OF MCALLEN**

---

Charles Amos, Chairman

ATTEST

---

Cynthia Salinas, Board Secretary

APPROVED AS TO FORM:

---

Austin Stevenson, City Attorney

# CITY OF McALLEN

## WATER CONSERVATION & DROUGHT CONTINGENCY PLAN



DECEMBER 2024

# McAllen Public Utility

## Table of Contents

Section I: Sec. 106-116 DECLARATION OF POLICY, PURPOSE, AND INTENT.....	2
Section II: Sec. 106-117 UTILITY PROFILE .....	2
Section III: Sec. 106-118 WATER CONSERVATION GOAL.....	7
Section IV: Sec. 106-119 WATER CONSERVATION STRATEGIES.....	9
Section V: Sec. 106-120 DROUGHT CONTINGENCY PLAN.....	16
Section VI: Sec. 106-121 TRIGGERING CRITERIA FOR DROUGHT RESPONSE STAGES.....	17
Section VII: Sec. 106-122 DROUGHT RESPONSE STAGES.....	18
Section VIII: Sec. 106-123 VARIANCES .....	23
Section IX: Sec. 106-124 PENALTY OF VIOLATION.....	23
Section X: Sec. 106-125 ADMINISTRATIVE PENALTIES.....	24
APPENDICES.....	26

## Acronyms

AFY= Acre -feet per year

AMI =Advanced Metering Infrastructure and Automatic Meter Reading System

AMI/AMR= Advanced Metering Infrastructure and Automatic Meter Reading System

CIP=Capital Improvement Plan

Drought Plan=Drought Contingency Plan

ERP=Enterprise Resource Planning

GPCD=Gallons Per Capita per Day

MGD= Million gallons per day

MPU=McAllen Public Utility

Plan= Water Conservation and Drought Contingency Plan

TCEQ=Texas Commission on Environmental Quality

TWDB=Texas Water Development Board

### **Section I: Sec. 106-116 DECLARATION OF POLICY, PURPOSE, AND INTENT**

In order to conserve the available water supply and protect the integrity of water supply facilities, particularly for domestic water use, sanitation, and fire protection, the City of McAllen, Texas and McAllen Public Utility (MPU) hereby adopts this Water Conservation and Drought Contingency Plan (Plan). This Plan is designed to safeguard public health, welfare, and safety while minimizing the adverse impacts of water shortages or emergencies through the implementation of best practices, regulations and restrictions on water delivery and consumption.

The purpose of this Plan is to establish a water conservation and drought contingency strategy for the City of McAllen in accordance with Texas Administrative Code Title 30, Chapter 288. The primary goal of this Plan is to ensure an uninterrupted supply of water in an amount sufficient to satisfy essential human needs. The Plan outlines conservation strategies to:

- reduce the volume of water diverted from water supply sources,
- minimize water loss and waste,
- improving or maintaining the efficiency in the use of water,
- increase water recycling and reuse, and
- prevent the pollution of water.

Overall, the Plan provides a framework for temporary supply management and demand management responses to recurring water supply shortages and emergencies.

Water uses regulated or prohibited under this Plan are considered non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a misuse of water, subjecting offender(s) to penalties as defined in Section X of this Plan.

The General Manager, or their designee, will serve as the Water Conservation Coordinator. The Water Conservation Coordinator is authorized and directed to implement the applicable provisions of this Water Conservation Plan upon determining that such action is necessary to ensure the efficient use of water resources. Additionally, the General Manager, or their designee, will support these efforts by coordinating water utility staff, gathering and analyzing data from various departments, and utilizing available resources to develop, implement, and evaluate the effectiveness of the Water Conservation Plan. Enforcement of the plan's provisions will be carried out as necessary to ensure compliance and protection of the City of McAllen's water resources.

### **Section II: Sec. 106-117 UTILITY PROFILE**

McAllen, Hidalgo County, Texas is located in the Lower Rio Grande Valley of Texas at the southern tip of the state. The city limits extend south to the Rio Grande, across from the Mexican City of Reynosa. McAllen is about 70 miles west of the Gulf of Mexico and approximately ten miles north of the Mexican border.

MPU provides water and wastewater services within a 48.7 square mile area, which includes the City of McAllen and a portion of customers living in various neighborhoods of adjacent extraterritorial jurisdictions of the cities of Alton, Edinburg, Mission, La Joya and Pharr. Appendix A provides a service area map and Appendix B contains a detailed Utility Profile.

McAllen faces water reliability challenges due to being located a semiarid climate featuring long, very hot and humid summers, and brief, warm winters. There are two distinct seasons: a wet season from May to October and a dry season from November to April. Temperatures consistently rise above 100 °F (38 °C) from June through August, with exceptionally high

## Water Conservation & Drought Contingency Plan

humidity. Drought conditions are part of the natural weather patterns as summer months do not provide much precipitation.

### A. POPULATION

Table 1 provides population figures for retail, wholesale and wastewater service users served by MPU for 2019-2023 and Table 2 depicts projected population figures through the year 2070.

Table 1 MPU Population

Year	Population served by Retail Water Service	Population served by Wholesale Water Service	Population served by Wastewater Service
2023	146,595	0	145,671
2022	144,825	0	144,579
2021	141,758	0	143,920
2020	139,740	0	142,347
2019	138,315	0	142,971
Source City of McAllen Connections and Data			

Table 2 MPU Population Projections

Year	Population served by Retail Water Service	Population served by Wholesale Water Service	Population served by Wastewater Service
2030	162,045	0	169,664
2040	201,439	0	207,340
2050	250,411	0	257,745
2060	311,288	0	320,404
2070	386,965	0	398,296
Source City of McAllen Connections and Data			

### B. CUSTOMER AND WATER USE DATA

MPU supplies water for residential, commercial, industrial, and public use. The total per capita use for the City of McAllen in 2023 is estimated at 154 gallons per capita per day (gpcd). This is an average taken by dividing the total water treated by the population served.

The 2023 residential gallons per capita per day are estimated at 95 gpcd. Residential gpcd is calculated by dividing total single-family and multi-family residential water sales by the population served.

The industrial users accounted for 3% of total water use.

Table 3 reflects the projected population served by the system and the expected water demand. The projected water demands are based on the average annual water use from MPU records and population projections of 1.5% annually. To project future water

## Water Conservation & Drought Contingency Plan

demand, the projected population figures were multiplied by the gross per capita use rate for the previous five- year period, which for 2023 was 166.

Table 3 Population and Water Use Projections

Year	Population	Water Demand (gallons)
2025	151,026	9,150,655,274
2026	153,291	9,287,915,104
2027	155,591	9,427,233,830
2028	157,924	9,568,642,338
2029	160,293	9,712,171,973
2030	162,698	9,857,854,552
2031	165,138	10,005,722,371
2032	167,615	10,155,808,206
2033	170,129	10,308,145,329
2034	172,681	10,462,767,509
<i>Source-Historic MPU Data and Connections</i>		

### C. WATER SYSTEM

#### 1. Water Supply

Raw Water Supply: The Rio Grande River is the sole source of water for the City of McAllen service area. MPU has water contracts with the following listed in Table 4.

Table 4 Water Contracts

CONTRACTS FOR WATER RIGHTS	ACRE FT/YEAR (AFY)	MGD	SOURCE OF WATER
Hidalgo County Irrigation District #1	5,300	3.6	Rio Grande
Hidalgo County Irrigation District #2	8,111	7.2	Rio Grande
Hidalgo County Irrigation District #6	2,000	1.8	Rio Grande
Hidalgo County Water Improvement District #3	14,530	13.0	Rio Grande
United Irrigation District	11,250	10.0	Rio Grande
Brownsville Irrigation District	2,000	1.8	Rio Grande
City of McAllen Water Rights	679	.6	Rio Grande
<b>Total</b>	<b>43,870 AFY</b>	<b>38.0 MGD</b>	

#### 2. Water System

##### Raw Water Reservoirs

MPU owns and operates two (2) raw water reservoirs that supply water to our two (2) Water Treatment Facilities:

##### New Boeye Reservoir

**Location:** South McAllen and generally located between South 23<sup>rd</sup> Street and 10<sup>th</sup> Street and just north of Military Highway.

**Storage Volume:** 300,000,000 Gallons

**Raw Water Supply Sources:** HCID #3 and HCID # 2

### **North Water Treatment Plant Reservoir**

**Location:** Northwest McAllen adjacent to the North Water Treatment Plant

**Storage Volume:** 200,000,000 Gallons

**Raw Water Supply Sources:** United Irrigation District; HCID # 1

Both reservoirs have synthetic liner which helps prevent water loss thru seepage.

### **MPU operates two (2) Water Treatment Plants:**

**Southwest Water Treatment Plant (2501 W Expressway 83):** 50.5 MGD (rerated 2023)

**Northwest Water Treatment Plant (8313 North Bentsen Rd):** 11.2 MGD (rerated 2011)

**Total System Treatment Capacity:** 61.7 MGD

*Note: The Southwest Water Treatment Plant includes a groundwater well rated at 1.5 MGD*

### **3. Water Pumping and Storage**

Current annual pumpage for 2023 was 8.7 billion gallons of water. MPU has various pumps located at the Southwest Water Treatment Plant to pump raw water from the raw water reservoir into the plant facilities for treatment. The plant also has high service pumps to pump water from the ground storage tanks into the distribution system. MPU relies on elevated storage and high service pumps for pressure maintenance. Raw Pump Total Capacity is 100.9 MGD and High Service Total Capacity is 120.7 MGD

MPU has seven water towers with a total of 6.75 million gallons of elevated storage, and 11.9 million gallons of ground storage. All ground storage and elevated towers are monitored by a SCADA system. The system allows MPU to monitor flow data and record historical trends in the treatment and distribution system.

Average annual raw water pumpage (3-year average 2021-2023): 9,050.327 MG

Average annual treated water pumpage (3-year average 2021-2023): 8,600.864 MG

Maximum daily treatment capacity: 61.7 MGD

Average daily pumpage (3-year average 2021-2023): 23.56 MGD

### **4. Water Distribution**

MPU's service area is comprised of a single pressure plane. High service pumps at both water treatment plants pressurize system as needed to serve entire service area. MPU has an estimated 803 miles of water lines, of which approximately 17.4% are 12 inches in diameter or larger. The MPU system has 14,587 water valves and 5,591 active fire hydrants.

### **5. Water Master Plan**

MPU relies on a Water Master Plan to provide a general road map of planned infrastructure improvements needed to sustain growth for the near future. The Water Master Plan is continually adjusted based on varying development and growth trends and generally receives a comprehensive update every 10 years. The most recent comprehensive update was completed in 2024. Key objectives of the plan included an evaluation of the integrity of the existing water systems and recommendations for a phased capital improvement plan to serve growth through the next 25 years. The recommended improvements serve as a basis for the design, construction, and financing

of facilities required to meet MPU's water service needs and is key to both short term and long term budgeting plans.

Overall, the Water Master Plan includes projects that will help to improve water conveyance and water storage. These projects will not only address growth, but mitigate water loss. To diversify MPU's water portfolio and to lessen the dependency on surface water, consideration for alternate water sources for future treatment expansions are considered and recommended in the plan.

### D. WASTEWATER SYSTEM

#### 1. Wastewater Treatment System

MPU operates two Wastewater Treatment Plants

##### **South Wastewater Treatment Plant (4100 Idela Ave)**

This plant is a 10.0 MGD Biological Nutrient Removal Plant with a design flow with 31.0 MGD peak flow capabilities. It is currently sixty one percent (61%) hydraulically loaded with effluent limitation of 10 mg/l of carbonaceous biochemical oxygen demand; 15 mg/l of total suspended solids; 2 mg/l of ammonia nitrogen and E. coli, CFU or MPN/100 ml 126.

##### **North Wastewater Treatment Plant (2100 West Sprague)**

This plant is a 15.0 MGD design flow with 28.125 MGD peak flow capability. The permit limitations include 10 mg/l of biochemical oxygen demand, and 15 mg/l of total suspended solids, 3 mg/l of ammonia nitrogen and 126 MPN/100 ml E. coli.

Both Wastewater Treatment Plants are based upon extended aeration activated sludge system, with secondary effluent limitations. Treated effluent is discharged into floodways and eventually into the Arroyo Colorado and Laguna Madre Estuary.

The total treated wastewater volume for 2022 was 4516.368 million gallons. The average daily between both Wastewater Treatment Plants is 12.37 MGD.

The wastewater infrastructure consists of 664 miles of wastewater lines, 56 lift station within the City of McAllen and 11 lift stations within the City of Alton.

#### 2. Wastewater Production

Average annual amount treated (4-year average 2019-2022): 4,775.3 MG/yr

Maximum daily treatment capacity: 21.25 MGD

Average daily treated: 13.1 MGD

#### 3. Wastewater Master Plan

The Wastewater Master Plan is continually adjusted based on varying development and growth trends and generally receives a comprehensive update every 10 years. The most recent comprehensive update was completed in 2024 and will evaluate the integrity of the existing wastewater systems and to recommend a phased capital improvements plan to serve growth through 2042. The recommended improvements will serve as a basis for the design, construction, and financing of facilities required to meet MPU's wastewater service needs due to projected population growth.

The Wastewater Master Plan provides recommendations for infrastructure improvements that will satisfy growth and improve wastewater collections and

conveyance. The efficiency of wastewater collection and conveyance to the wastewater treatment facilities is crucial to assure that the availability of Reclaimed Water is maximized.

### **E. RECLAIMED WATER SYSTEM**

#### **1. Reclaimed Water**

The City of McAllen currently produces reclaimed water from both Wastewater Treatment facilities. The South Wastewater Treatment Plant provides Type II Reclaimed water to the City owned Champion Lakes Golf Course, which is located approximately one mile away from the treatment facility. The North Wastewater Treatment Plant produces both Type I and Type II Reclaimed Water for irrigation and industrial use. The Tres Lagos Master Planned Community and City owned Youth Baseball Complex facility are served with Type I reclaimed water for irrigation use. Additionally, the City also has contracts to serve reclaimed water for industrial use to electric power generation facilities Calpine and Magic Valley.

Plans for continued expansion and growth of the reclaimed water system are in place to maximize the usage and storage of reclaimed water. Currently, reclaimed water is stored at repurposed wastewater clarifiers within the treatment facilities. Storage facilities at point of delivery to the Tres Lagos Community will soon be constructed. Furthermore, MPU is constantly evaluating potential reclaimed water users that could be served from the South Wastewater Treatment Plant. The South Wastewater Treatment Plant master layout includes a filtration system to produce Type I reclaimed water in the future.

#### **2. Reclaimed Water Master Plan**

An updated Reclaimed Water Master Plan was completed by Plummer consultants in 2024. The Master Plan includes projected reclaimed water needs and infrastructure improvements to meet such requirements. Evaluation and analysis of reclaimed water treatment process, distribution, and storage needs will also be included to continue to extend and grow the existing reclaimed water system.

### **Section III: Sec. 106-118 WATER CONSERVATION**

McAllen Public Utility (MPU) has set water conservation goals to reduce water loss and improve system efficiency. These goals are based on historic water usage trends and aim to ensure a reliable water supply for the future.

#### **A. WATER CONSERVATION GOALS**

MPU aims to achieve at least a two percent (2%) reduction in water loss and maintain water loss between 8% and 10% by 2029. The following goals have been set for the next 5 and 10 years, with baseline and historical data provided in Tables 5 and 6 (Appendix C) below:

##### **1. Residential Water Use Goals:**

- 5-Year Goal (2029): Maintain residential per capita water use at or below 109 GPCD.
- 10-Year Goal (2034): Maintain residential per capita water use at or below 119 GPCD.

##### **2. Water Loss Goals:**

## Water Conservation & Drought Contingency Plan

- 5-Year Goal (2029): Reduce water loss to 10 GPCD (6%).
- 10-Year Goal (2034): Reduce water loss to 8 GPCD (5%).

Table 5

Year	Historic 5 Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goals for Year 2034
1. Total Per Capita Consumption (GPCD)	161	166	166	166
2. Residential (GPCD)	92	98	109	119
3. Water Loss (GPCD)	15	13	10	8
4. Water Loss %	9%	8%	6%	5%
<i>Source-Historic MPU Water Use Trends &amp; TWDB Water Conservation Goals for Retail Water Supplier 2023</i>				

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Table 6

Achieve Date	Target for Total GPCD	Current Total GPCD	Target for Residential GPCD	Current Residential GPCD	Target for Water Loss GPCD	Current Water Loss GPCD	Target for Water Loss Percentage	Current Water Loss Percentage
Five Year Target	151	166	120	98	15	13	9.93%	7.99%
Ten-Year Target	148	166	119	98	13	13	8.78%	7.99%
<i>Source MPU 2023 TWDB Water Conservation Plan Annual Report: Retail Water Supplier</i>								

### B. SCHEDULE FOR IMPLEMENTATION

1. **Meter Monitoring and Replacement:** Meters will be monitored for accuracy annually and replaced on an as needed basis. MPU has established a meter change out policy that requires all meters to be changed out after 10 years or 1.0 MG of total flow. A meter testing program is in place to identify and address any malfunctioning meters.
2. **AMI Project:** AMI installation began Fall 2023 to improve delivery efficiencies. The AMI project includes upgrading 49,439 meters (domestic, irrigation and reuse) to smart meters with advanced metering capabilities. The infrastructure will include an AMI fixed network system that integrates with existing utility software applications to automatically collect and store hourly consumption data.
3. **Water Audits:** MPU staff will conduct water audits on an annual basis, with a comprehensive audit by an external consultant every five years. The next audit will take place after the completion of the AMI project in 2026.
4. **Addressing Water Losses:** Efforts to identify and address real water losses will be made as budget allows. This includes MPU's leak detection program, visual inspections along distribution lines, and the use of a flow monitoring system to pinpoint areas of water loss.
5. **Public Outreach:** MPU will provide information to the public during events, in quarterly mailings and on social media.

### C. METHODS FOR TRACKING TARGETS AND IMPLEMENTATION

1. **Record Keeping:** Records will be maintained for meter calibration, meter testing and meter replacement.
2. **Monitoring Progress:** Staff will continue to gather data and input data into the TWDB portal for various water reports regarding water loss and water usage. Staff will

monitor results and track progress towards meeting established goals. Internally, water analysis reports are generated monthly, quarterly, and annually. These reports will be reviewed by staff to track progress and will be used to update residents, the Public Utility Board, and other stakeholders on the status of conservation efforts.

3. **Audits & Evaluations:** Annual water audits will be conducted by staff, with an external consultant conducting a comprehensive audit every five years. The next external audit will take place after the completion of the AMI project.
4. **Public Outreach Tracking:** MPU staff will track the information distributed to the public through various channels including tabling events, quarterly mailings, press releases and social media posts. Outreach data is reviewed and staff make adjustments as necessary to meet annual goals.
5. **AMI Project Oversight:** Staff from Utility Engineering, Billing, Meter Reading, and Transmission and Distribution will meet weekly with the contractor to oversee the implementation of the AMI/AMR project. These meetings focus on reviewing project progress, addressing any issues, ensuring adherence with project timelines, and verifying that benchmarks and performance metrics are met.

### D. ACHIEVING TARGETS

Scheduled reports, including monthly, quarterly, and annual reports, will be reviewed by MPU staff to assess progress toward meeting conservation goals. Monthly reports will focus on water usage data and AMI readings, while quarterly and annual reports will include more comprehensive water audit results. All data will be input into the TWDB portal for required reporting. Any necessary adjustments will be discussed internally with staff based on the findings from these reports to ensure continued progress with meeting goals.

## Section IV: Sec. 106-119 WATER CONSERVATION STRATEGIES

### A. CONSERVATION RELATED PROJECTS

In an effort to advance water conservation goals, McAllen has prioritized Capital Improvement Plan (CIP) Projects that incorporate a measurable direct conservation and drought contingency benefits. These projects include the following: delivery efficiency projects, water metering upgrade projects, projects that increase storage of either raw water and potable water supplies, and projects that improve system redundancy such as alternate source projects. The implementation of these projects will depend on prioritization and available funding. A more detailed description of these projects is provided below:

#### 1. Infrastructure Improvement Projects:

- a. **Raw Water Conveyance System Improvements:** Raw water is delivered from a third party, normally an Irrigation District, to a McAllen owned reservoir. The water is then delivered from the reservoir to our treatment facilities for processing. Portions of the raw water conveyance system is comprised of concrete mortar joint pipe. This pipe is considered a rigid pipe and due to its size, any leak can account for significant water losses. Thus, projects that improve efficiency and reliability of this delivery system is a targeted goal. These projects could include:
  - Replacing old and inefficient pipes to minimize leaks and losses such as replacing concrete cylinder pipes with polyvinyl chloride pipes (PVC).
  - Upgrading existing infrastructure to enhance water delivery efficiency.

- Installing modern monitoring equipment such as Advanced Metering infrastructure to quickly identify and address leaks.
- b. **Water Storage System Improvements:** These include projects that increase/improve water storage capacity for either raw water supplies and/or treated water. These improvements could include:
- Constructing new ground storage tanks at our water treatment plant sites;
  - Constructing of additional Elevated Water Storage Tanks within Distribution System;
  - Construct new and/or improve existing raw water reservoir capacity;
  - Maintain and/or improve reservoir liners to reduce/minimize seepage;
  - Conduct annual inspections of water storage tanks to evaluate the integrity of the tanks and determine if there is water loss.
- c. **Interconnections with Neighboring Systems:** Whenever possible, MPU will continue to pursue interconnections. MPU currently has interconnections with the cities of Mission, Pharr, Hidalgo and Edinburg. Interconnections with neighboring systems can help resiliency during drought and/or emergency conditions.
- d. **Advanced Metering Infrastructure and Automatic Meter Reading System (AMI/AMR) Installation:** Advanced Metering Infrastructure (AMI) provides a significant upgrade aimed at improving water usage monitoring and efficiency. By modernizing infrastructure through the installation of an AMI system, control and automation of network infrastructure will be enhanced via innovation, technology, and information, resulting in significant water savings. Additional benefits include:
- Providing real-time data on water consumption
  - Identifying leaks and unusual usage patterns quickly, allowing for prompt intervention.
  - Enabling customers to monitor their water use via a real-time water consumption application.

MPU commenced the AMI Installation project in late 2023. The projected completion date is estimated to be in early 2026.

## 2. Alternate Water Sources

- a. **Wastewater Effluent Reclaimed (aka reuse) Water:** This type of water can be considered to have both a direct and indirect conservation benefit. Potable Reuse Technologies exist that can treat water to a potable standard. These projects are generally described as either direct or indirect potable reuse. A more common application is to treat this to a non-potable standard. Uses for this non-potable water include landscape irrigation, construction water, cooling water, industrial processing, etc. MPU currently has a non-potable reuse program for water via irrigation of treated wastewater effluent on the City's golf course as well as the master planned community of Tres Lagos. Additionally, MPU has contracts to sell reclaimed water to Calpine and Magic Valley Electric Generation.

- b. **Brackish Groundwater Desalination:** McAllen relies almost exclusively on surface water from the Rio Grande River. However, numerous studies suggest that there is a plentiful supply of brackish groundwater in our region. A 2017 alternate source feasibility study funded by the Bureau of Reclamation identified Brackish Groundwater Desalination as a recommended strategy for diversifying McAllen's water supply. Implementation efforts are planned to start in Fall 2025 and include the following:

- Installation of test wells to determine the zone most likely to produce the most water and corresponding water quality.
- Construct permanent wells at our Water Treatment Plants
- Constructing a desalination facility to provide a reliable alternative water source.
- Integrating or blending desalinated water into the existing supply to enhance overall resilience.

### 3. System Monitoring/Operations

a. **Leak Detection:**

Regularly identifying and repairing leaks throughout the system to prevent water loss. MPU currently conducts annual audits. Activities could include:

- Utilizing advanced leak detection technologies, including AMI meters and acoustic sensors.
- Setting up a maintenance schedule for regular inspections.

b. **Supervisory Control and Data Acquisition (SCADA) Systems:**

MPU utilizes SCADA systems to monitor and control water distribution and treatment processes in real time. Future improvements could include:

- Upgrading SCADA systems capacities for enhanced real-time monitoring and data collection.
- Improving process control to optimize water treatment efficiency.
- Integrating SCADA with other management systems to support data-driven decision-making.

c. **Condition Assessments:**

Conduct an annual assessment of the condition of water infrastructure to prioritize maintenance and replacement. Activities could include:

- Conduct annual comprehensive evaluations storage tanks and treatment facilities.
- Using advanced diagnostic tools such as sensors to assess the structural integrity of assets.

d. **Asset Management:**

Implementing a comprehensive asset management program to extend the lifespan of water infrastructure and optimize performance.

### B. PUBLIC EDUCATION

McAllen Public Utility will inform citizens, improve awareness and promote ongoing smart water usage and water conservation efforts within the City of McAllen.

1. McAllen Public Utility will periodically provide the public with bilingual information (Spanish and English) about the Drought Contingency Plan, including information about the conditions under which each stage of the Drought Contingency Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.
2. MPU has a Water Education and Communications Coordinator on staff who is responsible for promoting and advancing water conservation efforts, raising awareness of water quality and facilitating broader public education initiatives. Water education encompasses various aspects, including the quality and use of water in McAllen. This information will be provided by means of, but not limited to, an appropriate combination of the following items:
  - Public service announcements on the McAllen Cable Network.
  - Internal and external newsletter announcements and information.
  - Press releases, media alerts and social media campaigns.
  - Distribution of pamphlets, brochures, and fact sheets.
  - Including summarized information, tips, and conservation practices including smart water usage practices on the McAllen Public Utility website.
  - Host special events for McAllen citizens that promote water conservation and education efforts, which include the following: World Water Day, Customer Service Week, and the MPU Annual Night Out.
  - Participate in public outreach events and educational offerings at local events, by having information tables..
  - Conduct Water and Wastewater Plant tours.
  - Conduct Water education presentations and workshops for McAllen and surrounding area schools.
  - Host Water education camps for grade-school students.
  - Serve as the liaison for MPU's water education initiatives by fostering partnerships with community stakeholders, including McAllen ISD, the International Museum of Art and Science and Quinta Mazatlán.
  - Sample flyers are provided in Appendix E.

### C. METERING DEVICES AND UNIVERSAL METERING

#### 1. Metering Devices

MPU implemented a full AMI meter change out in 2023 and is projected to complete the installation in by 2026. New meters, 2 inches and smaller in size comply with the latest revision of "AWWA New Meter Standard for Cold-Water Meters." Specifications require that the manufacturer will guarantee all new meters will test at 98.1% to 101% accurate at the maximum rate and 95% to 101% at the "low flow" rate as designed by AWWA Standards Manual M-6 on a meter size for size basis. This ensures accurate and precise measurement of water diverted.

Large sized meters, or those 1.5 inches and larger in size, make up only 3.3% of the meters used but use 33.3% of the water. Conversely, small sized meters, or those 1-inch

and below, make up 96.7% of all meters but account for less than 66.7% of metered sales, according to the most recent comprehensive audit.

MPU has one production meter at the North Water Treatment Plant and three production meters at the South Water Treatment Plant. The meters are tested annually to ensure they are within acceptable accuracy. Meters will be calibrated if they are outside the acceptable accuracy range. Meters are monitored continuously through the SCADA system.

### **2. Universal Metering.**

MPU currently meters all water usage except for system flushing, fire equipment filling, and water loss due to leaks, breaks, processing, and system loss.

MPU, however, does keep track of water used by fire hydrants through the city fire department and distribution department and tracks the water flushed through an established method of calculation developed by the Texas Water Development Board (TWDB) and Austin Water Loss Calculator. As recommended by Texas Commission on Environmental Quality (TCEQ), MPU's flushing program, waterline dead-ends are flushed monthly.

The MPU Water Transmission and Distribution Department is responsible for maintaining approximately 54,209 meters (October 2024). Meter readers use a portable meter tester and/or a read-a-flow recorder to test meters in the field. When meters cannot be read in the field, they are taken into a meter shop to be assessed. Priority is always given to water leaks with all other tasks including, service calls, maintenance calls, and other water distribution projects.

### **D. MEASURES TO DETERMINE AND CONTROL FOR WATER LOSS**

MPU uses a proactive approach to address and minimize water loss. Customer complaints regarding low pressure or suspected leaks are promptly investigated, and the Water Transmission and Distribution Department tests water meters on an as-needed basis when issues arise or customers report discrepancies. MPU staff also monitor water consumption trends to identify and investigate meter readings that deviate significantly from established usage patterns. Any meters showing unusually high or low consumption are tested to verify accuracy.

MPU has a comprehensive reporting system to monitor and analyze water transmission, distribution, and delivery. This system tracks metrics such as water pumped, water delivered, water sold, and water losses. These data points are critical for evaluating the integrity of the water delivery system and identifying areas where water loss can be mitigated. The current billing platform, Advanced Utilities Software, classifies water consumption into categories such as single-family residential, multi-family residential, commercial, industrial, and reuse.

In addition to facilitating accurate billing and consumption tracking, the software identifies high and low water users for further evaluation. The City of McAllen is in the process of transitioning to an Enterprise Resource Planning (ERP) system, which will integrate and replace the current utility billing software. The ERP system will centralize water usage, sales, and loss data, improving the ability to identify and analyze water usage and loss. Although the ERP implementation date has not been finalized, it is

expected to enhance system efficiency, data analysis capabilities and enhance data integration and accuracy.

Water loss is calculated as the difference between water production and water sales, and these figures are reported annually using the TWDB Water Loss Form. Over the past three years, MPU has maintained an average water loss rate of 12.41%. In 2023, this rate was reduced to 9.45%, reflecting ongoing efforts to improve system efficiency and minimize water loss. MPU aims to maintain levels below 10% moving forward.

### E. LEAK DETECTION AND REPAIR

MPU practices a leak detection and repair program involving visual inspections of the system and uses a detailed record management system to detect unusual water consumption. Meter readers check for leaks while reading meters and performing regular maintenance. Quick and timely repairs are made when detected or reported. A crew is dispatched immediately after a water leak has been reported. There is a 24-hour emergency line available for reporting water system issues.

MPU staff members conduct audits of the system on an annual basis. Every five years, MPU hires an outside consultant to conduct a comprehensive audit and leak survey, with the next audit to be conducted in 2026. The purpose of the audit is to determine causes for water loss and develop recommendations for improvement in a cost-effective manner.

In addition, the following reports are submitted to the Texas Water Development Board that give an overall picture of the MPU's Water System including data on water usage, water loss, conservation efforts and capacities. A Water Use Survey is submitted to the Texas Water Development Board annually on March 1<sup>st</sup> and The Water Loss Audit Report and the Annual Water Conservation Plan Report are submitted on May 1<sup>st</sup>

Table illustrates the number of leaks that were repaired over the past 5 years and the water lost during the leaks.

**Table 7 Leaks**

Year	# of Leaks Repaired	Total Real Loss	Total Length of Main Lines (miles)
2019	1,550	805,332,767	732
2020	2,818	779,675,681	735
2021	3,564	689,431,704	738
2022	1793	455,601,538	741
2023	588	490,624,026	800

*Source: MPU TWDB Water Conservation Plan Annual Report*

### F. PLUMBING CODES AND RETROFIT PROGRAM

The City does have plumbing codes pursuant to the standard plumbing code issued from the International Code Council. Additionally, Texas Legislature passed laws, which requires plumbing fixtures sold in the state after to meet strict standards that incorporate efficient water use and conservation in new structures. These laws

subsequently effects plumbing fixtures sold in the City and will help to eliminate inefficient plumbing fixtures.

### **G. WATER CONSERVATION LANDSCAPING**

#### **1. Drip Irrigation**

When practical, MPU will advocate the use of drip irrigation for the watering of landscapes for commercial establishments. Also, the use of ornamental fountains will be discouraged except when they recycle and use minimal quantities of water.

Licensed irrigation contractors will be asked to use drip irrigation systems, where possible, and to use water conserving irrigation systems like sprinklers, which produce large drips instead of a fine mist and a sprinkler layout, which accommodates prevailing wind patterns.

#### **2. City of McAllen Parks and Recreation Department**

MPU will continue to work with the City of McAllen Parks and Recreation Department in order to eliminate any wasteful water use. The watering of parks, for example will be evaluated and done according to efficient water conserving methods. Municipal pools will also be evaluated for efficient water use.

#### **3. Local Landscape Architects and Local Nurseries**

Local landscape architects and local nurseries will be encouraged to utilize efficient irrigation systems and native low water using plants and grasses. Xeriscape gardening and landscaping techniques will also be promoted.

### **H. CONSERVATION ORIENTED WATER RATE STRUCTURE**

#### **1. Rates**

The City of McAllen has established three schedules of rates to be charged for the consumption of water supplied through the City water system, as follows. The current rates are provided in Appendix D.

- a. Standard water rate schedule for customers within the City for City of McAllen customers under the City's Certificate of Convenience and Necessity (CCN). (*Ord. No. 2017-27, § I, 5-8-17; Ord. No. 2017-51, § I, 9-25-17; Ord. No. 2019-57, § I, 9-23-19; Ord. No. 2022-114, § I, 9-26-22*)
- b. Standard water rate schedule for areas previously covered by Sharyland Water Supply Corporation Certificate of Convenience and Necessity relating to any buyout phases whereby the City has entered into agreements with Sharyland Water Supply Corporation for buyout of their certified area. (*Ord. No. 2017-27, § I, 5-8-17; Ord. No. 2017-51, § I, 9-25-17; Ord. No. 2019-57, § I, 9-23-19; Ord. No. 2022-114, § I, 9-26-22*)
- c. Standard water rate schedule outside the City. (*Ord. No. 2017-27, § I, 5-8-17*)

### **I. Monitoring and Records Management Program**

A Monitoring and Records Management Program is in place for tracking annual budget allocation for Hidalgo County Irrigation District No. 1, Hidalgo County Irrigation District No.

2, Hidalgo County Irrigation District No. 3, United Irrigation District, Hidalgo County Irrigation District No. 6 and Brownsville Irrigation District to determine water deliveries, sales and losses.

### **J. REVISIONS TO THE WATER CONSERVATION PLAN**

MPU will review and update this Water Conservation Plan, as appropriate, based on new and updated information. At a minimum, the Plan will be updated every five (5) years.

## **Section V: Sec. 106-120 DROUGHT CONTINGENCY PLAN**

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of McAllen/McAllen Public Utility hereby adopts the following regulation and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (Drought Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this section.

### **A. Public Involvement**

Opportunity for the public to provide input into the preparation of the Drought Contingency Plan was provided by the MPU by scheduling and providing notice of public meetings considering adoption of the Water Conservation and Drought Contingency Plan.

### **B. Public Education**

MPU will periodically provide the public with information about the Drought Contingency Plan, including information about the conditions under which each stage of the Drought Contingency Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of periodic publications in the local newspaper, social media outlets, and utility bill inserts or mail-outs.

### **C. Coordination with Regional Water Planning Group**

The service area of McAllen Public Utility is located within the State of Texas Region M Planning Group and has provided a copy of this Plan to the State of Texas Region M Planning Group.

### **D. Implementation and Enforcement**

The General Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Drought Plan upon the determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measure as described in this Plan. In the case of an emergency situation, such as a canal breakdown, pump failures, line ruptures, etc., the General Manager is authorized to take immediate actions deemed necessary to minimize or mitigate the risks and impacts of the water supply emergency.

## E. Application

The provisions of this Drought Plan shall apply to all persons, customers, and property utilizing water provided by McAllen Public Utility. The terms “person” and “customer” as used in the Drought Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## Section VI: Sec. 106-121 TRIGGERING CRITERIA FOR DROUGHT RESPONSE STAGES

The General Manager *or* his or her designee shall monitor water supply and demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the plan. Notification will be made through major media outlets. The designated City representative will notify water users when water use restrictions have been eased due to lessening of drought conditions.

The triggering criteria described below are based on the level of the United States share of water in the Falcon-Amistad Reservoirs as reported by the TCEQ Rio Grande Watermaster, and demand on the municipal system capacity. The stages of the drought plan may be rescinded when all of the Water Supply Demand Triggering conditions have ceased for a period of three (3) consecutive days. Any one of the triggers listed below *may* cause the utility to initiate water restrictions. Please refer to Table 8. Demand, Supply and Emergency Triggers.

### Current as of 2024 Water Treatment Plant Capacities:

Southwest Water Treatment Plant: rerated in 2022, 49.0 MGD

Northwest Water Treatment Plant: rerated in 2011, 11.2 MGD

Southwest Water Treatment Plant Ground Well: (rated in 2012) 1.5 MGD

Total System Treatment Capacity: 61.7 MGD

**Table 8 Demand, Supply and Emergency Triggers**

	Trigger	Action
Demand Triggers	Water demand reaches or exceeds eighty five percent (85%) of rated capacity for three (3) consecutive days ( <i>currently 52.45 MGD</i> )	Public Utility Board may enact Stage Two water restrictions
	Water demand reaches or exceeds ninety percent (90%) of rated capacity for three (3) consecutive days ( <i>currently 55.53 MGD</i> )	Public Utility Board may enact Stage Three water restrictions
	Water demand reaches or exceeds ninety five percent (95%) of rated capacity for three (3) consecutive days ( <i>currently 58.62 MGD</i> )	Public Utility Board may enact Stage Four water restrictions
	Water demand reaches or exceeds one hundred percent (100%) of rated capacity at any time ( <i>currently 61.7 MGD</i> )	Public Utility Board may enact Stage Five water restrictions
Stage 1	<b>Water Restrictions at all times unless:</b>	
Stage 2	Reservoir levels of Amistad/Falcon reach twenty five percent (25%) of capacity	Public Utility Board may enact Stage Two water restrictions
Stage 3	Reservoir levels of Amistad/Falcon reach fifteen percent (15%) of capacity	Public Utility Board may enact Stage Three water restrictions

Stage 4	Reservoir levels of Amistad/Falcon reach ten percent (10%) of capacity	Public Utility Board may enact Stage Four water restrictions
Stage 5	Reservoir levels of Amistad/Falcon reach five percent (5%) of capacity	Public Utility Board may enact Stage Five water restrictions
Emergency	As determined by the General Manager, including but not limited to system outage, equipment failure, or supply source contamination	Reduce water use to levels deemed necessary

## Section VII: Sec. 106-122 DROUGHT RESPONSE STAGES

### A. Notification

#### 1. Public Notification

The MPU General Manager or his/ her designee shall notify the public of implementation. The public will be notified of each stage by means of the following:

Publication in a newspaper of general circulation  
Direct mail to each customer in the water bill  
Public service announcements,  
Signs posted in public places  
Take-home fliers at the public library and community centers  
Social Media

#### 2. Additional Notification:

The MPU General Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

Mayor /Chairman and members of the City Commission / Public Utility Board  
Fire Chief(s)  
City and/or County Emergency Management Coordinator(s)  
County Judge and County Commissioner(s)  
State Disaster District / Department of Public Safety  
TCEQ  
Major water users  
Critical water users, i.e. hospitals and dialysis centers  
Parks / street superintendents & public facilities managers  
Industrial users

- B. The City of McAllen/McAllen Public Utility has an emergency conservation plan that outlines five stages for possible water shortage and/or emergency conditions.

A brief description of the five stages is summarized below.

#### 1. Stage One: Voluntary Conservation.

Voluntary conservation is the first stage of the conservation program and is always in force unless a higher stage is required and enacted. During Stage One, the public is requested to voluntarily limit the amount of water used and only use the amount absolutely necessary for health, business, and irrigation. Notice of such request shall be given by the General Manager through appropriate circulars, television, radio, and newspaper media at his or her discretion.

**2. Stage Two: Mandatory Compliance Water Alerts.**

During Stage Two, MPU will aim to reduce per capita consumption by two percent (2%). The following restrictions shall apply to all persons:

- a. Irrigation of outdoor vegetation shall be limited except for during the days and times as provided in this section and in such zones as designated herein. Irrigation by drip method or hand-held buckets is permitted at any time in any zone.

**Zone 1:** Northern City limits on the North, 10th Street on the East, Nolana Avenue on the South and Western City limits on the West—Sunday and Wednesday during the time periods as provided for below.

**Zone 2:** Northern City limits on the North, Eastern City limits on the East, Nolana on the South and 10th Street on the West—Monday and Thursday during the time periods as provided for below.

**Zone 3:** Nolana on the North, 10th Street on the East, Business 83 on the South and Western City limits on the West—Tuesday and Friday during the time periods as provided for below.

**Zone 4:** Nolana on the North, Eastern City limits on the East, Business 83 on the South, 10th Street on the West—Wednesday and Saturday.

**Zone 5:** Business 83 on the North, 10th Street on the East, Southern City limits on the South and Western City limits on the West—Thursday and Monday during the times as provided for below.

**Zone 6:** Business 83 on the North, Eastern City limits on the East, Southern City limits on the South, and 10th Street on the West—Friday and Tuesday during the time period as provided below.

Table 9. Map of City of McAllen Watering Zones



Irrigation may only be conducted during the hours of midnight to 10:00 a.m. and 6:00 p.m. to midnight on the authorized days.

- b. The washing of automobiles, trucks, trailers boats, airplanes and other types of mobile equipment is prohibited, except on designated irrigation days between the hours of 6:00 p.m. to 10:00 a.m. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from this provision if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.

- c. The washing or sprinkling of foundations is prohibited except on designated irrigation days between the hours of 8:00 p.m. and 12:00 midnight.
- d. The refilling or adding of water to residential swimming and/or wading pools is prohibited except on designated irrigation days between the hours of 8:00 p.m. to 10:00 a.m.
- e. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains or structures with a recycling system.
- f. The use of water for irrigation for golf greens and tees is prohibited except on designated irrigation days between the hours of 6:00 p.m. to 10:00 a.m.

The irrigation of golf course fairways is absolutely prohibited. Provided, however, any golf course utilizing wastewater effluent or raw water is exempted from this provision.

- g. Use of water from fire hydrants shall be limited to firefighting and related activities, and/or other governmental use activities necessary to maintain the health, safety, and welfare of the City.
- h. The following uses of water are defined as waste of water and are absolutely prohibited:
  - 1. Allowing irrigation water to run off into a gutter, ditch or drain;
  - 2. Failure to repair a controllable leak;
  - 3. Washing sidewalks, driveways, parking areas, tennis courts or other paved areas, except to alleviate immediate fire hazards.
- i. No bulk water sales shall be made from the City or other sources for any purpose when such water will be transported by a tanker truck or similar type vehicle.

### **3. Stage Three: Mandatory Compliance Water Warning.**

During Stage Three, the following restrictions shall apply. All elements of Stage Two, including the goal of two percent (2%) reduction of water use per capita, shall remain in effect in Stage Three except that:

- a. It shall be unlawful for any person to irrigate any outdoor vegetation other than in zones and on the days as designated in Stage Two and only during the hours of midnight to 10:00 a.m. and 7:00 p.m. to midnight on such designated days. Irrigation by drip or hand-held buckets is permitted at any time in any zone.
- b. The watering of golf fairways areas is prohibited unless done with treated wastewater, reclaimed water, or well water.

A water surcharge shall be levied against all customers in the following amounts:

1. Residential/domestic metered customers shall pay a fifty percent (50%) surcharge for any water used over an amount of 15,000 gallons per month.
2. Irrigation-metered customers shall pay a fifty percent (50%) surcharge for any water used over 10,000 gallons per month.
3. Commercial and industrial metered customers shall pay a fifty percent (50%) surcharge for any water used above and beyond an amount equal to the fiscal average.

#### **4. Stage Four: Mandatory Compliance Water Shortages.**

During Stage Four, the following restrictions shall apply. All elements of Stage Three, including the goal of two percent (2%) reduction of water use per capita, shall remain in effect in Stage Four except that it shall be unlawful for any person to irrigate any vegetation outdoors except on the following designated days in the zones established herein:

Zone 1 - Sunday  
Zone 2 - Monday  
Zone 3 - Tuesday  
Zone 4 - Wednesday  
Zone 5 - Thursday  
Zone 6 - Friday

And only during the times established under Stage Three of this section.

- a. All outdoor irrigation of vegetation shall be allowed only between the hours of midnight to 10:00 a.m. and 8:00 p.m. to midnight on designated days.
- b. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety and welfare shall be prohibited except on designated irrigation days and only on the owners of such vehicles, etc., premises.
- c. Car washes and commercial service stations in the immediate interest of the public health, safety and welfare shall be limited to fifty percent (50%) of their monthly average usage based on the last twelve (12) billing periods for each of such customer. After such usage, the General Manager shall enforce this subsection by terminating water service.

- d. Commercial nurseries, commercial sod farmers, and similarly situated establishments shall water only on designated days between the hours of 10:00 p.m. and 5:00 a.m. and shall use only handheld hoses, drip irrigation systems, or handheld buckets.
- e. The filling, refilling or adding of water, except to maintain the structure integrity of the pool, to swimming and/or wading pools is prohibited.
- f. The operation of any ornamental fountain or similar structure is prohibited.
- g. A water surcharge shall be levied against all customers during Stage Four in the following amounts:
  - 1. Residential/domestic metered customers shall pay a seventy five percent (75%) surcharge for any water used over an amount 10,000 gallons per month.
  - 2. Those irrigation-metered customers shall pay a seventy five percent (75%) surcharge for any water used.
  - 3. Commercial and industrial metered customers shall pay a seventy-five percent (75%) surcharge for any water used above and beyond an amount equal to the fiscal average.

#### **5. Stage Five: Mandatory Compliance Water Shortage Emergency**

During Stage Five, the following restrictions shall apply. All elements of Stage Four, including the goal of two percent reduction (2%) of water use per capita, shall remain in effect in Stage Five except that:

- a. No applications for new, additional, further expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved or installed except as approved by the Public Utility Board.
- b. All allocations of water use to non-essential industrial and commercial customers shall be reduced to amounts as established by the Public Utility Board.
- c. The maximum monthly water use allocation for residential customers may be established with revised rate schedules and penalties by the City Commission on recommendation by the Public Utility Board.
- d. Irrigation is permitted only by:
  - 1. Handheld or faucet filled bucket;
  - 2. Continuously handheld hoses;
  - 3. Drip irrigation during the hours from 6:00 a.m. to 8:00 a.m., once every ten (10) days, by a schedule established by the General Manager.
- e. The washing of automobiles, trucks, trailers boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety and welfare shall be prohibited.
- f. A water surcharge shall be levied against all customers during Stage Five in the following amounts:

1. Residential/domestic metered customers shall pay a one hundred percent (100%) surcharge for any water used over an amount of 8,000 gallons per month.
2. Those irrigation-metered customers shall pay a one hundred percent (100%) surcharge for any water used.
4. Commercial and industrial metered customers shall pay a one hundred percent (100%) surcharge for any water used above and beyond an amount equal to the fiscal average.

## **Section VIII: Sec. 106-123 VARIANCES**

The General Manager, or his or her designee, may grant temporary variance from the provisions of the Drought Plan if the person requesting the variance can satisfactorily demonstrate that failure to grant such variance would adversely affect the health, sanitation, or fire protection of the public or the person requesting such variance, and if one or more of the following conditions are met:

- A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- B. Alternative methods can be implemented which will achieve the same level of reduction in water use.

## **Section IX: Sec. 106-124 PENALTY OF VIOLATION**

Any person violating any provision of the Plan after order and notice as specified in this division shall be deemed guilty of an offense, and, upon conviction, shall be punished as prescribed in this Code, section 1-14, provided, however, a first offense shall be punishable by a fine of not to exceed two hundred dollars (\$200.00), exclusive of court costs. In the event of a second subsequent conviction of said person for violating any provision of this division during an emergency conservation period, the minimum fine shall be not less than three hundred dollars (\$300.00) exclusive of court costs. A third conviction during the emergency conservation period by the same person shall be punished by a fine of not less than four hundred dollars (\$400.00) exclusive of court costs. The violation of each provision of this division, and each separate violation thereof, shall be deemed a separate offense, and shall be punished accordingly. Provided, however, compliance may be further sought through injunctive relief in the district court.

For purposes of this division, in any case where water has been used in any manner contrary to any provision of this section, It shall be presumed that the person, individual corporation, or partnership in whose name a water meter connected is registered with McAllen Public Utility as the customer on the water account for the property where the violation occurs or originates shall be presumed to be the violator.

It shall be presumed that the utility customer has intentionally and knowingly, recklessly, or negligently made, caused, used, or permitted to be used, the water in such a contrary manner.

In any prosecution charging a violation of this section: Proof that the violations occurred in this property serviced by the utility connection the name of the account holder thereof shall constitute in evidence a *prima facie* presumption that the registered customer of such account was the person responsible at the place and time during which such violation occurred.

Any City of McAllen Environmental and Code Compliance Department personnel or authorized utility department personnel may:

Issue citations for violations of this division to the person he reasonably believes to be in violation of this article. The citation shall be prepared in duplicate and shall contain the name and address of the violator, if known, the offense charged and shall direct such person to appear at the city municipal court no later than ten days from the date of service of the citation.

The alleged violator shall be requested to sign the citation and shall be served a copy of the citation. Service of the citation shall be complete upon the attempt to give it to the alleged violator, to an agent or employee of the violator or to a person over fourteen (14) years of age who is a member of the violator's family or a resident at the violator's residence. In the event no person is available to sign the complaint, a copy of the complaint shall be left at the address of the violator, which shall constitute notice of violation.

Corporations will be served in accordance with the Code of Criminal Procedure.

City of McAllen Environmental and Code Compliance Department citations issued for violations of this section shall be of the same force and effect as a citation issued under section 61-2 of this Code. The citations issued for violations of this division will provide that if a person fails to answer such citation, that a municipal court complaint will be sworn to upon a failure to respond to the citation.

Upon continuous violations of any mandated stage, the General Manager may provide for a notice of disconnections of water services for deferred periods. Anyone receiving such notice may appeal the same to the utility board by giving written notice therefore, within seventy-two (72) hours of receipt of notice of disconnection. Prior to the reconnection of service, the standard reconnection fee shall be paid. (*Ord. No. 2017-27, § I, 5-8-17*)

## **Section X: Sec. 106-125 ADMINISTRATIVE PENALTIES**

In lieu of the charge for violation of the division as set out in Section [106-124] Penalty of Violation, the General Manager may provide that any person violating, shall be subject to an administrative charge being added to their monthly utility bill, which such charge shall be payable as part of the monthly water utility bill. Such payment shall be subject to the disconnecting procedures as set out in section 106-221 of this chapter, including the right to appeal such disconnect notice to the General Manager's authorized representative, as set out in such section.

City of McAllen Environmental and Code Compliance personnel or Utility Department personnel may issue notice of violation and notice of administrative charge to be imposed when such officer or personnel reasonably believes that a violation of the article has occurred. The administrative charge shall be established by minute order of the Public Utility Board from time to time, and shall compensate the Public Utility System for activities such as issuing citations, inspecting properties, administering its conservation program including public education. Such charge may be tiered based on the number of frequency of violations and the public health concerns relating to various stages of conservation measures.

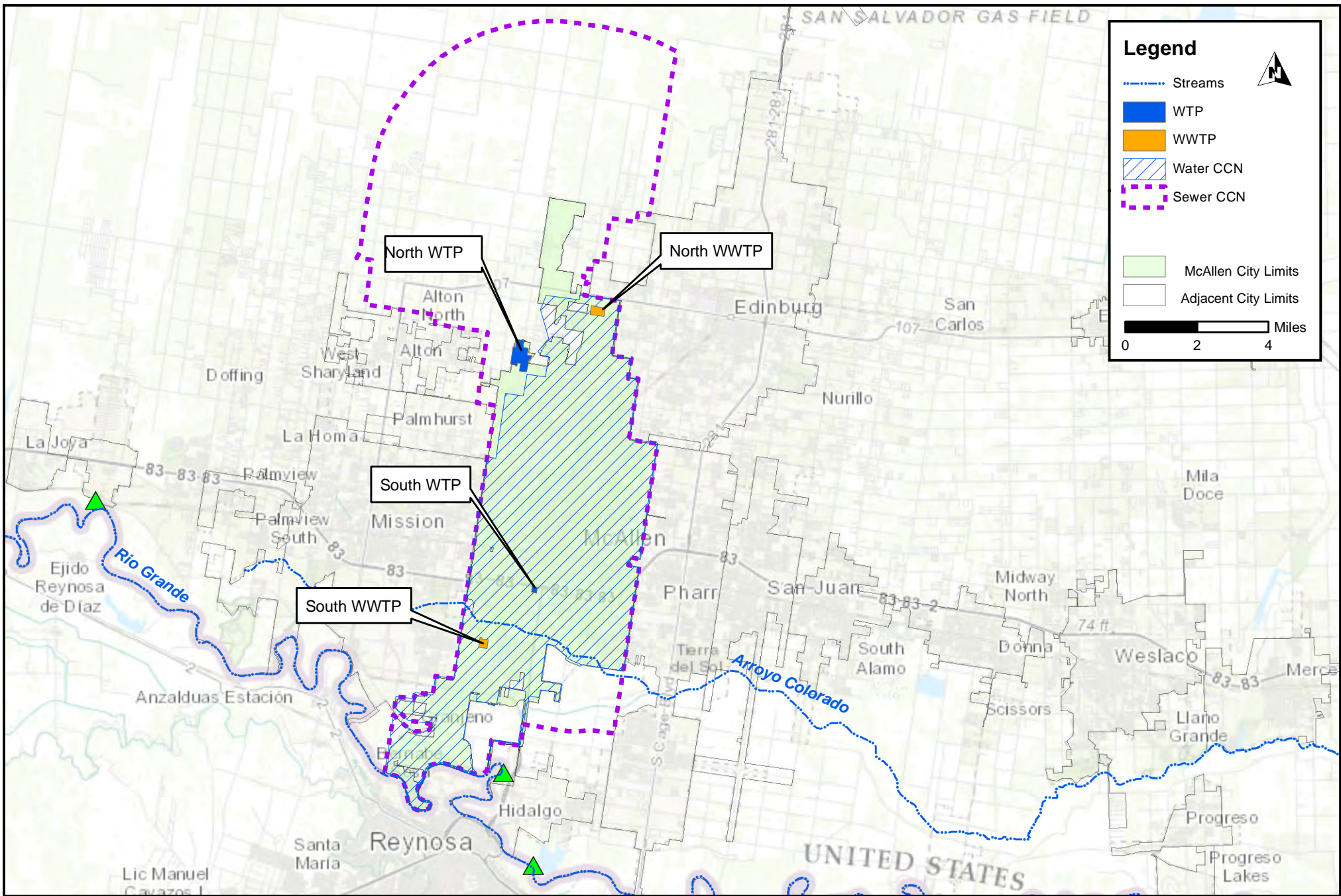
A notice of administrative charge shall be left, when possible, at the structure at the location of the violation of the City's conservation ordinance.

The person receiving such administrative notice or the person responsible for the account under which the administrative charge will be assessed, may appeal the imposition of the administrative assessment prior to the issuance of the utility bill by contacting the General

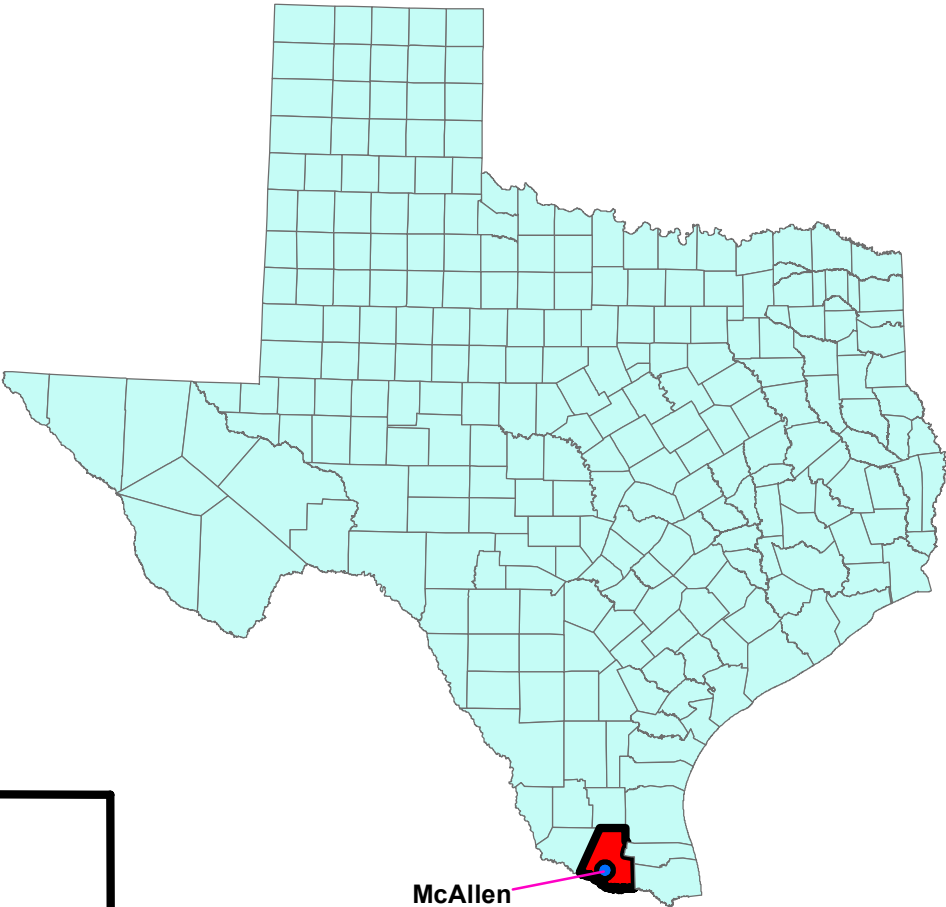
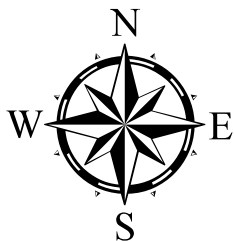
Manager or her or his authorized representative if such party believes there has been an error in such charge or there is some other reason there is no justification for the charge being issued. The General Manager or her or his authorized representative is hereby authorized to make determinations concerning the assessment of administrative charges, upon the appeal of any such parties. (*Ord. No. 2017-27, § I, 5-8-17*)

# **APPENDIX A**

## **MAPS**

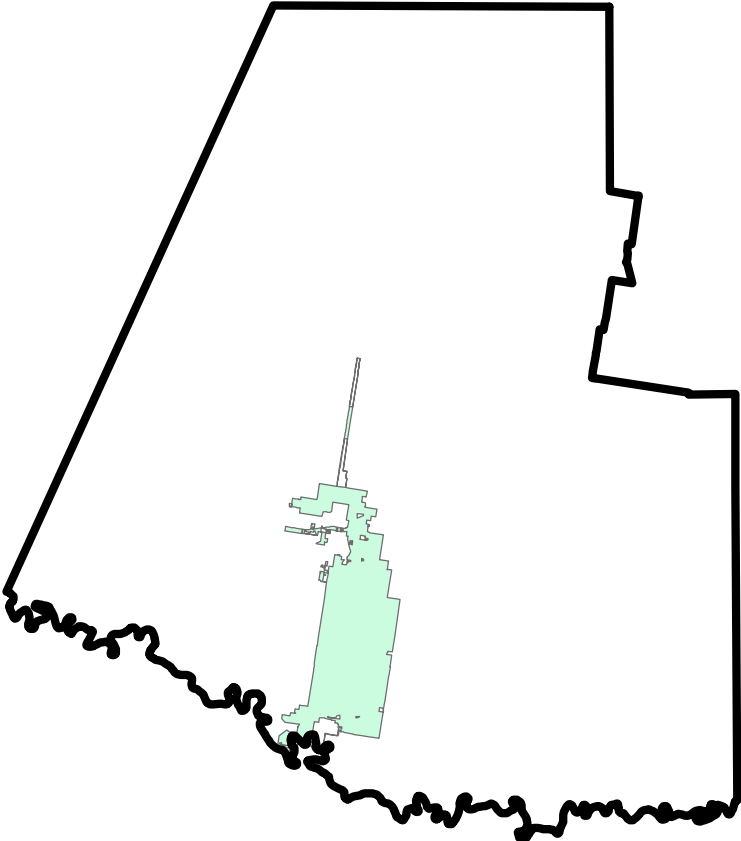


# Location of McAllen, Texas



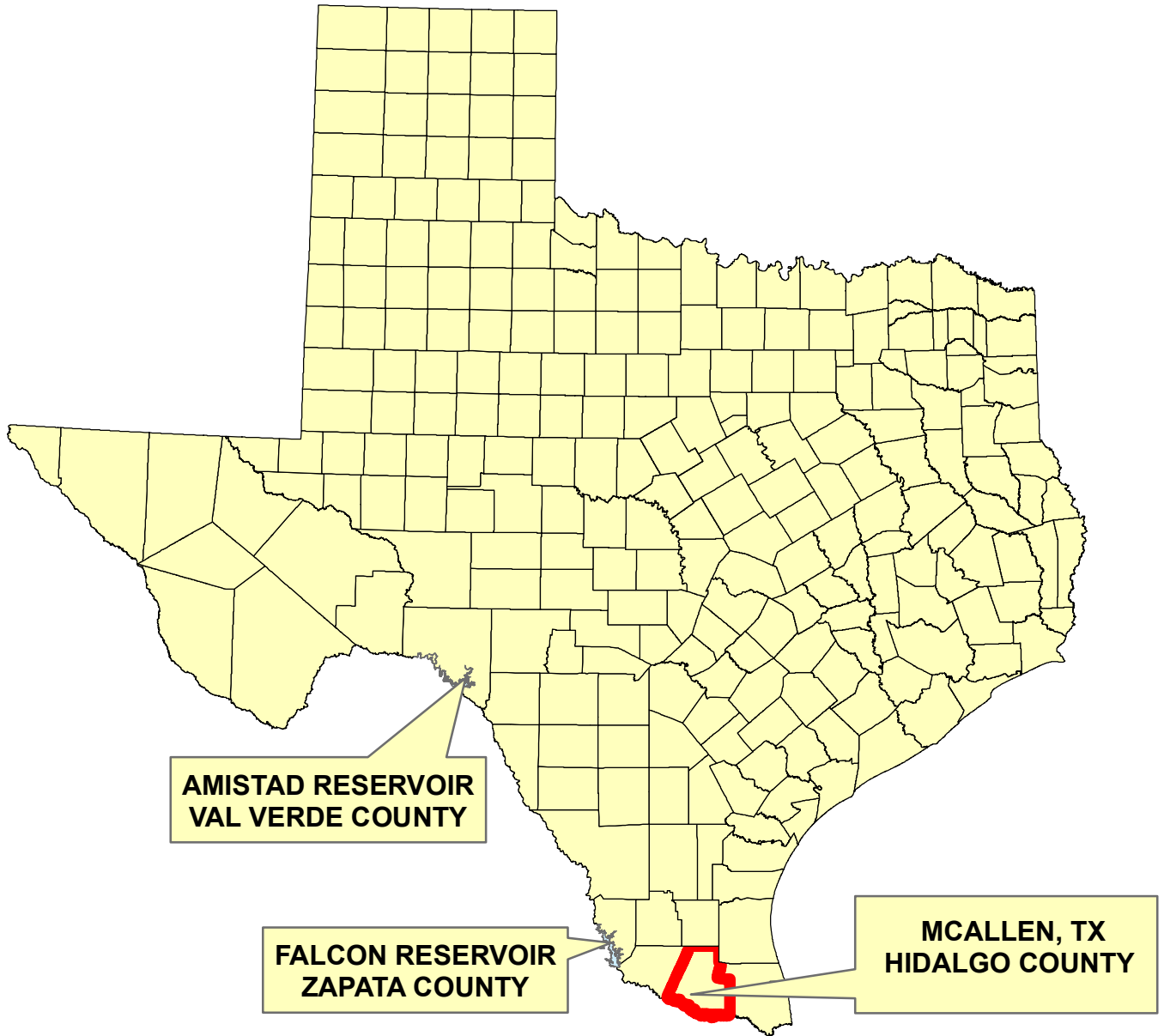
McAllen

**Map of Texas**  
*Hidalgo County is Highlighted*



**Map of Hidalgo County**  
*City of McAllen is Highlighted*

## LOCATION OF RESERVOIRS



### AMISTAD RESERVOIR



### FALCON RESERVOIR



## **APPENDIX B**

### **UTILITY PROFILE**

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: MCALLEN PUBLIC UTILITY

Public Water Supply Identification Number (PWS ID): TX1080006

Certificate of Convenience and Necessity (CCN) Number: 11352

Surface Water Right ID Number: 353-C, 848-C

Wastewater ID Number: 20524

Contact: First Name: Juan M. Last Name: Vallejo

Title: Assistant Director of Water Systems

Address: P.O Box 220 City: McAllen State: TX

Zip Code: 78505 Zip+4: Email: jvallejo@mcallen.net

Telephone Number: 9566811708 Date: 5/15/2024

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: M

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 49

Attached file(s):

File Name	File Description
MPU Service Area.docx	

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	146,595	0	145,671
2022	144,825	0	144,579
2021	141,758	0	143,920
2020	139,740	0	142,347
2019	138,315	0	142,971

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	162,045	0	169,664
2040	201,439	0	207,340
2050	250,411	0	257,745
2060	311,288	0	320,404
2070	386,965	0	398,296

4. Described source(s)/method(s) for estimating current and projected populations.

Actual number of water connections provided by City of McAllen Building Permits.

Attached file(s):

File Name	File Description
Projected Population.pdf	

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	8,826,673,737	0	213,363,878	8,613,309,859	161
2022	8,534,047,475	0	129,902,041	8,404,145,434	159
2021	8,746,677,157	0	90,308,223	8,656,368,934	167
2020	9,303,094,416	0	132,752,857	9,170,341,559	180
2019	9,153,247,716	0	77,885,714	9,075,362,002	180
Historic Average	8,912,748,100	0	128,842,543	8,783,905,558	169

### C. Water Supply System

1. Designed daily capacity of system in gallons	61,700,000
2. Storage Capacity	
2a. Elevated storage in gallons:	6,750,000
2b. Ground storage in gallons:	11,900,000

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	151,026	9,150,655,274
2026	153,291	9,287,915,104
2027	155,597	9,427,233,830
2028	157,924	9,568,642,338
2029	160,293	9,712,171,933
2030	162,698	9,857,854,552
2031	165,138	10,005,722,371
2032	167,615	10,155,808,206
2033	170,129	10,308,145,329
2034	172,681	10,462,767,509

2. Description of source data and how projected water demands were determined.

Population: Started with a population of 151,026(United States Census Bureau) and set a constant increase of 1.5%.  
 Water Demands Gallons = Population X 166 X 365.  
 166 is the 2023 GPCD  
 365 is the days in a year

Attached file(s):

File Name	File Description
Water Supply Requirements.pdf	

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. High Volume Customers

1. The annual water use for the five highest volume

#### RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of McAllen - Parks & Rec	Residential	260,377,000	Treated
South Texas College	Residential	75,552,000	Treated
Coca Cola Southwest Beverages LLC	Industrial	64,653,000	Treated
Badafi Foods LLC	Industrial	53,264,000	Treated
City of McAllen	Residential	40,743,000	Treated

2. The annual water use for the five highest volume

#### WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of Hidalgo	Municipal	135,390,000	Treated
City of Mission	Municipal	37,088,600	Treated
City of Edinburg	Municipal	36,618,000	Treated

### F. Utility Data Comment Section

Additional comments about utility data.

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### Section II: System Data

#### A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	44,370	68.76 %
Residential - Multi-Family	12,439	19.28 %
Industrial	172	0.27 %
Commercial	7,545	11.69 %
Institutional	0	0.00 %
Agricultural	0	0.00 %
<b>Total</b>	<b>64,526</b>	<b>100.00 %</b>

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
<b>2023</b>	553	143	3	129	0	0	828
<b>2022</b>	943	207	0	196	0	0	1,346
<b>2021</b>	520	237	3	52	0	0	812
<b>2020</b>	400	68	0	136	0	0	604
<b>2019</b>	464	349	132	121	0	0	1,066

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	4,474,830,186	609,367,900	245,868,600	2,457,370,200	0	0	7,787,436,886
2022	4,417,213,200	622,149,400	251,904,800	2,359,350,600	0	0	7,650,618,000
2021	4,316,424,200	642,707,200	236,613,200	2,351,588,600	0	0	7,547,333,200
2020	4,525,114,000	643,273,200	254,530,000	2,331,287,000	0	0	7,754,204,200
2019	4,318,088,000	633,061,800	224,609,800	2,483,197,100	0	0	7,658,956,700

### C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	98
2022	94
2021	87
2020	92
2019	91
Historic Average	92

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	545,916,100	578,345,700	610,223,500	578,849,700	545,494,600
February	567,316,200	496,838,600	576,542,700	635,698,200	519,612,400
March	621,176,700	535,853,600	590,929,100	632,943,100	530,812,000
April	594,606,600	642,611,300	650,594,500	633,448,000	527,778,500
May	534,637,000	665,178,700	638,962,100	675,327,000	621,096,700
June	567,895,700	692,571,900	583,299,700	634,474,000	701,692,400
July	736,676,700	773,885,400	626,311,700	689,653,500	704,789,400
August	824,233,900	795,921,500	617,152,300	690,586,800	793,403,500
September	832,541,600	674,722,400	730,039,700	679,737,200	802,483,800
October	739,666,600	640,661,200	683,988,300	654,231,000	680,648,500
November	676,550,886	623,807,200	662,825,700	643,332,000	648,272,300
December	546,218,900	530,220,500	576,463,900	605,923,700	582,872,600
<b>Total</b>	7,787,436,886	7,650,618,000	7,547,333,200	7,754,204,200	7,658,956,700

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
<b>Total</b>	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
<b>2023</b>	2,128,806,300	7,787,436,886
<b>2022</b>	2,262,378,800	7,650,618,000
<b>2021</b>	1,826,763,700	7,547,333,200
<b>2020</b>	2,014,714,300	7,754,204,200
<b>2019</b>	2,199,885,300	7,658,956,700
<b>Average in Gallons</b>	2,086,509,680.00	7,679,709,797.20

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	688,488,493	13	7.88 %
2022	649,989,689	12	7.52 %
2021	826,406,634	16	9.50 %
2020	980,237,439	19	10.59 %
2019	1,003,473,802	20	11.02 %
Average	829,719,211	16	9.30 %

### F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	21,335,443	23139198	1.0845
2022	20,960,597	24591073	1.1732
2021	20,677,625	19856127	0.9603
2020	21,244,395	21899068	1.0308
2019	20,983,443	23911796	1.1396

### G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	4,410,333,917	68.76 %	57.43 %
Residential - Multi-Family	630,111,900	19.28 %	8.20 %
Industrial	242,705,280	0.27 %	3.16 %
Commercial	2,396,558,700	11.69 %	31.21 %
Institutional	0	0.00 %	0.00 %
Agricultural	0	0.00 %	0.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### H. System Data Comment Section

### Section III: Wastewater System Data

#### A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 25,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	40,878		40,878	89.60 %
Industrial	131		131	0.29 %
Commercial	4,614		4,614	10.11 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
<b>Total</b>	45,623		45,623	100.00 %

3. Percentage of water serviced by the wastewater system: 100.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	370,161,000	404,353,000	382,575,000	363,515,000	358,157,000
February	346,302,000	367,373,000	358,887,000	332,712,000	326,682,000
March	386,840,000	399,542,000	391,019,000	359,059,000	359,474,000
April	404,708,000	398,356,000	391,020,000	334,120,000	360,515,000
May	444,150,000	428,077,000	465,377,000	396,272,000	379,632,000
June	414,888,000	395,780,000	488,800,000	413,376,000	396,500,000
July	423,655,000	398,522,000	563,748,000	470,325,000	394,065,000
August	407,611,000	399,956,000	470,679,000	459,729,000	388,795,000
September	417,858,000	398,647,000	410,196,000	434,158,000	382,308,000
October	408,286,000	381,822,000	405,744,000	429,213,000	379,967,000
November	390,542,000	373,985,000	404,562,000	383,678,000	363,645,000
December	444,450,000	388,290,000	411,438,000	384,853,000	377,146,000
<b>Total</b>	4,859,451,000	4,734,703,000	5,144,045,000	4,761,010,000	4,466,886,000

5. Could treated wastewater be substituted for potable water?

☒ Yes
 ☐ No

### B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	0
Evaporation Pond	0
Other	
<b>Total</b>	0

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

B. Reuse Data Industrial 988,731,000 Landscape irrigation (park, golf courses) 827,736,659 Other 4,859,451,000 Total 6,675,918,659
--

## **APPENDIX C**

### **5 AND 10 YEAR WATER CONSERVATION GOALS**

## WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

### CONTACT INFORMATION

Name of Utility:	MCALLEN PUBLIC UTILITY		
Public Water Supply Identification Number (PWS ID):	TX1080006		
Certificate of Convenience and Necessity (CCN) Number:	11352		
Surface Water Right ID Number:	353-C, 848-C		
Wastewater ID Number:	20524		
Contact: First Name:	Juan M.	Last Name:	Vallejo
Title:	Assistant Director of Water Systems		
Address:	P.O. Box 220	City:	McAllen State: TX
Zip Code:	78505	Zip+4:	
		Email:	jvallejo@mcallen.net
Telephone Number:	9566811708	Date:	

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: M

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

## WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

	<b>Historic 5 Year Average</b>	<b>Baseline</b>	<b>5-Year Goal for Year 2029</b>	<b>10-Year Goal for Year 2034</b>
<b>Water Loss (GPCD)</b>	161	166	166	166
<b>Residential GPCD</b>	92	98	109	119
<b>Water Loss (GPCD)</b>	15	13	10	8
<b>Water Loss Percentage</b>	9.00%	8.00%	6.00%	5.00%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Attached file(s):

<b>File Name</b>	<b>File Description</b>
2023 Water Conservation and Drought Contingency with Certification (2).pdf	

## Water Conservation Plan Annual Report Retail Water Supplier

### CONTACT INFORMATION

Name of Utility: MCALLEN PUBLIC UTILITY

Public Water Supply Identification Number (PWS ID): TX1080006

Certification of Convenience and Necessity (CCN) Number: 11352

Surface Water Right ID Number: 353-C, 848-C

Wastewater ID Number: 20524

Check all that apply:

- ☒ Retail Water Supplier
- ☒ Wholesale Water Supplier
- ☒ Wastewater Treatment Utility

Address: P.O. Box 220 City: McAllen Zip Code: 78505

Email: jvallejo@mcallen.net Telephone Number: 9566811708

Regional Water Planning Group: M

Groundwater Conservation District:

Contact: First Name: Juan Last Name: Vallejo

Title: Assistant Director of Water Systems

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: M

Groundwater Conservation District:

Reporting Period (Calendar year):

Period Begin (mm/yyyy): 01/2023 Period End (mm/yyyy): 12/2023

Check all that apply:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

## SYSTEM DATA

1. For this reporting period, select the category(s) used to classify customer water usage:

	<b>Retail Customer Water Usage Categories</b>
<input checked="" type="checkbox"/>	Residential - Single Family
<input checked="" type="checkbox"/>	Residential - Multi-family
<input checked="" type="checkbox"/>	Industrial
<input checked="" type="checkbox"/>	Commercial
<input type="checkbox"/>	Institutional
<input type="checkbox"/>	Agricultural

### **Retail Customers Categories\***

- Residential Single Family
- Residential Multi-Family
- Industrial
- Commercial
- Institutional
- Agricultural

*\*Recommended Customer Categories for classifying customer water use. For definitions, refer to [Guidance and Methodology on Water Conservation and Water Use](#).*

2. For this reporting period, enter the number of connections for and the gallons of metered retail water used by each category. If the Customer Category does not apply, enter zero or leave blank. These numbers should be the same as those reported on the Water Use Survey.

<b>Retail Customer Category</b>	<b>Number of Connections</b>	<b>Gallons Metered</b>
Residential - Single Family	44,370	4,474,830,186
Residential - Multi-family	12,439	609,367,900
Industrial	172	245,868,600
Commercial	7,545	2,457,370,200
Institutional	0	0
Agricultural	0	0
<b>Total Retail Water Metered<sup>1</sup></b>	<b>64,526</b>	<b>7,787,436,886</b>

<sup>1</sup>Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

## Water Use Accounting

	Total Gallons During the Reporting Period
<b>1. Corrected Input Volume:</b> The volume of treated water input to the distribution system from own production facilities. Same as line 13b of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 14 of the Water Loss Audit for reporting periods $\leq 2014$ .	8,826,673,737
<b>2. Corrected Treated Purchased Water Volume:</b> The amount of treated purchased wholesale water transferred into the utility's distribution system from other water suppliers system. Same as line 14b of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 15 of the Water Loss Audit for reporting periods $\leq 2014$ .	0
<b>3. Corrected Treated Wholesale Water Sales Volume:</b> The amount of treated wholesale water transferred out of the utility's distribution system, although it may be in the system for a brief time for conveyance reasons. Same as line 15b of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 16 of the Water Loss Audit for reporting periods $\leq 2014$ .	213,363,878
<b>4. Total System Input Volume:</b> This is the sum of the corrected input volume plus corrected treated purchased water volume minus corrected treated wholesale water sales volume. Same as line 16 of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 17 of the Water Loss Audit for reporting periods $\leq 2014$ . Produced + Imported - Exported = Total System Input Volume	8,613,309,859
<b>5. Billed Metered:</b> All retail water sold and metered. Same as line 17 of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 18 of the Water Loss Audit for reporting periods $\leq 2014$ .	7,787,436,886
<b>6. Other Authorized Consumption:</b> Water that is authorized for other uses such as back flushing, line flushing, storage tank cleaning, fire department use, municipal government offices or municipal golf courses/parks. This water may be metered or unmetered. Same as lines 18, 19, and 20 of the Water Loss Audit for reporting periods $\geq 2015$ . Same as lines 19, 20, and 21 of the Water Loss Audit for reporting periods $\leq 2014$ .	137,384,480
<b>7. Total Authorized Consumption:</b> All water that has been authorized for use. Same as Line 21 of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 22 of the Water Loss Audit for reporting periods $\leq 2014$ . Total Billed and Metered Retail Water + Other Authorized Consumption = Total Authorized Consumption	7,924,821,366
<b>8. Total Apparent Losses:</b> Water that has been consumed but not properly measured or billed (losses due to customer meter inaccuracy, systematic data handling discrepancy and/or unauthorized consumption such as theft). Same as line 27 of the Water Loss Audit for reporting periods $\geq 2015$ . Same as line 28 of the Water Loss Audit for reporting periods $\leq 2014$ .	197,864,467

<b>9. Total Real Loss:</b> Physical losses from the distribution system prior to reaching the customer destination (losses due to reported breaks and leaks, physical losses from the system or mains and/or storage overflow). Same as line 30 of the Water Loss Audit for reporting periods >= 2015. Same as line 31 of the Water Loss Audit for reporting periods <= 2014.	<b>490,624,026</b>
<b>10. Total Water Loss:</b> Apparent + Real = Total Water Loss	<b>688,488,493</b>

## Programs and Activities

- What year did your entity adopt or revise their most recent Water Conservation Plan? 2018
- Does The Plan incorporate [Best Management Practices](#)? ☒ Yes ☐ No
- Using the table below select the types of Best Management Practices or water conservation and reuse strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation and reuse activities and programs. Leave fields blank if unknown. **Please separate reuse volumes from gallons saved.**

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal cost analyses and long-term financial planning. Texas Best Management Practice can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved	Estimated Gallons Reused
<b>Conservation Analysis and Planning</b>			
Conservation Coordinator	<input checked="" type="checkbox"/>	0	0
Cost Effective Analysis	<input type="checkbox"/>		
Water Survey for Single Family and Multi-family Customers	<input type="checkbox"/>		
Customer Characterization	<input type="checkbox"/>		
<b>Financial</b>			
Wholesale Agency Assistance Programs	<input type="checkbox"/>		
Water Conservation Pricing	<input type="checkbox"/>		
<b>System Operations</b>			
Metering New Connections and Retrofitting Existing Connections	<input type="checkbox"/>		
Utility Water Audit and Water Loss	<input checked="" type="checkbox"/>	978,670,000	
<b>Landscaping</b>			
Landscape Irrigation Conservation and Incentives	<input type="checkbox"/>		
Athletic Fields Conservation	<input type="checkbox"/>		
Golf Course Conservation	<input type="checkbox"/>		

Park Conservation	<input type="checkbox"/>		
Residential Landscape Irrigation Evaluation	<input type="checkbox"/>		
Outdoor Watering Schedule	<input type="checkbox"/>		
<b>Education and Public Awareness</b>			
School Education	<input checked="" type="checkbox"/>	358,900	
Public Information	<input checked="" type="checkbox"/>	4,342,000	
Public Outreach and Education	<input checked="" type="checkbox"/>	1,363,200	
Partnerships with Nonprofit Organizations	<input checked="" type="checkbox"/>	361,500	
<b>Rebate, Retrofit, and Incentive Programs</b>			
Conservation Programs for ICI Accounts	<input type="checkbox"/>		
Residential Clothes Washer Incentive Program	<input type="checkbox"/>		
Water Wise Landscape Design and Conversion Programs	<input type="checkbox"/>		
Showerhead, Aerator, and Toilet Flapper Retrofit	<input type="checkbox"/>		
Residential Toilet Replacement Programs	<input type="checkbox"/>		
Custom Conservation Rebates	<input type="checkbox"/>		
Plumbing Assistance for Economically Disadvantaged Customers	<input type="checkbox"/>		
<b>Conservation Technology &amp; Reuse</b>			
New Construction Graywater	<input type="checkbox"/>		
Rainwater Harvesting and Condensate Reuse	<input type="checkbox"/>		
<b>Water Reuse BMP Categories</b>			
Reuse for On-site Irrigation	<input checked="" type="checkbox"/>	827,342,389	
Reuse for Plant Washdown	<input checked="" type="checkbox"/>	117,915,888	
Reuse for Chlorination/Dechlorination	<input type="checkbox"/>		
Reuse for Industry	<input checked="" type="checkbox"/>	1,742,727,624	
Reuse for Agriculture	<input type="checkbox"/>		
<b>Regulatory and Enforcement</b>			
Prohibition on Wasting Water	<input type="checkbox"/>		
Conservation Ordinance Planning and Development	<input type="checkbox"/>		
Enforcement of Irrigation Standards	<input type="checkbox"/>		
<b>Retail</b>			
Other	<input type="checkbox"/>		
<b>Totals</b>		<b>3,673,081,501</b>	<b>0</b>

4. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved <sup>1</sup>	Dollar Value of Water Saved <sup>2</sup>
3,673,081,501	0	3,673,081,501	

<sup>1</sup>Estimated Gallons Saved + Estimated Gallons Recycled/Reused = Total Volume Saved

<sup>2</sup>Estimated this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital cost due to conservation.

5. Comments or Explanations Regarding Data Entered in Sections Above.  
 Files to support or explain this may be attached below.

6. During this reporting period, did your rates or rate structure change? ☐ Yes ☒ No

Select the type of rate pricing structure used. Check all that apply.

<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Uniform Rates
<input type="checkbox"/>	Flat Rates
<input type="checkbox"/>	Inclining/Inverted Block Rates
<input type="checkbox"/>	Declining Block Rates
<input type="checkbox"/>	Seasonal Rates
<input type="checkbox"/>	Water Budget Based Rates
<input type="checkbox"/>	Excess Use Rates
<input type="checkbox"/>	Drought Demand Rates
<input checked="" type="checkbox"/>	Tailored Rates
<input type="checkbox"/>	Surcharge - usage demand
<input type="checkbox"/>	Surcharge - seasonal
<input type="checkbox"/>	Surcharge - drought
<input type="checkbox"/>	Other

7. For this reporting period, select the public awareness or educational activities used.

Name	Implemented This Year	Number Of Times This Year	Total Population Reached this Year
Brochures Distributed	<input checked="" type="checkbox"/>	46	2,420
Messages Provided on Utility Bills	<input checked="" type="checkbox"/>	3	41,000
Press Releases	<input checked="" type="checkbox"/>	4	6,707
TV Public Service Announcements	<input type="checkbox"/>		
Radio Public Service Announcements	<input type="checkbox"/>		
Educational School Programs	<input checked="" type="checkbox"/>	7	2,800
Displays, Exhibits, and Presentations	<input checked="" type="checkbox"/>	40	1,610
Community Events	<input checked="" type="checkbox"/>	19	7,894
Social Media campaign - Facebook	<input checked="" type="checkbox"/>	94	4,243
Social Media campaign - Twitter	<input checked="" type="checkbox"/>	100	1,137
Social Media campaign - Instagram	<input checked="" type="checkbox"/>	39	1,401
Social Media campaign - YouTube	<input checked="" type="checkbox"/>	2	6,030
Facility Tours	<input checked="" type="checkbox"/>	35	821
Other	<input checked="" type="checkbox"/>	365	36,500
<b>Total</b>		<b>754</b>	<b>112,563</b>

Web site

### Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? 588

2. Select the main cause(s) of water loss in your system.

Water Loss Causes	
<input checked="" type="checkbox"/>	Distribution line leaks and breaks
<input type="checkbox"/>	Unauthorized use and theft

<input type="checkbox"/>	Master meter problems
<input type="checkbox"/>	Customer meter problems
<input type="checkbox"/>	Record and data problems
<input type="checkbox"/>	Other

3. For this reporting period, provide the following information on your distribution lines.

Total Length of Main Lines (miles)	Total Length Repaired (feet)	Total Length Replaced (feet)
747	110	10076

4. For this reporting period, provide the following information regarding your meters:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters	11	11	0	0
Meters larger than 1 1/2 inches	1880	19	0	24
Meters 1 1/2 inches or smaller	51752	351	0	2093

5. Does your system have automated meter reading? ☒ Yes ☐ No

### Program Effectiveness

#### 1. Program Effectiveness

In your opinion, how would you rank the overall effectiveness of your conservation programs and activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Industrial Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Institutional Customers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Commercial Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Agricultural Customers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2. During the reporting period, did you implement your Drought Contingency Plan? ☒ Yes ☐ No

3. Select the areas for which you would like to receive more technical assistance:

	Technical Assistance Areas
<input checked="" type="checkbox"/>	Best Management Practices
<input type="checkbox"/>	Drought Contingency Plans
<input type="checkbox"/>	Landscape Irrigation
<input checked="" type="checkbox"/>	Leak Detection and Equipment
<input type="checkbox"/>	Rainwater Harvesting
<input type="checkbox"/>	Rate Structures
<input checked="" type="checkbox"/>	Educational Resources
<input checked="" type="checkbox"/>	Water Conservation Annual Reports
<input checked="" type="checkbox"/>	Water Conservation Plans
<input type="checkbox"/>	Water IQ: Know Your Water
<input checked="" type="checkbox"/>	Water Loss Audits
<input type="checkbox"/>	Recycling and Reuse

## Water Loss, Target and Goals

### Total, Residential and Water Loss Gallons Per Capita per Day (GPCD) and Water Loss Percentage

The tables below display your current GPCD totals and water loss percentage for your service area.

<b>Total System Input in Gallons Water Produced + Wholesale Imported - Wholesale Exported</b>	<b>Retail Population<sup>1</sup></b>	<b>Total GPCD (System Input / Retail Population) / 365</b>
8,613,309,859	142,210	166

<sup>1</sup>Retail Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations

<b>Residential Use in Gallons (Single Family + Multi-family)</b>	<b>Residential Population<sup>2</sup></b>	<b>Residential GPCD (Residential Use / Residential Population) / 365</b>
5,084,198,086	142,210	98

<sup>2</sup>Residential Population is the total residential population of the service area, including only single family and multi-family populations

<b>Total Water Loss in Gallons Apparent + Real = Total Water Loss</b>	<b>Retail Population</b>	<b>Water Loss GPCD<sup>3</sup></b>	<b>Water Loss Percent</b>
688,488,493	142,210	13	7.99%

<sup>3</sup>(Total Water Loss / Residential Population) / 365 = Water Loss GPCD  
 (Total Water Loss / Total System Input) \* 100 = Water Loss Percentage

The table below displays the specific and quantified five-year and ten-year goals listed in your current Water Conservation Plan alongside the current GPCD and water loss totals.

<b>Achieve Date</b>	<b>Target for Total GPCD</b>	<b>Current Total GPCD</b>	<b>Target for Residential GPCD</b>	<b>Current Residential GPCD</b>	<b>Target for Water Loss GPCD</b>	<b>Current Water Loss GPCD</b>	<b>Target for Water Loss Percentage</b>	<b>Current Water Loss Percentage</b>
Five-year Target Date 2023	151	166	120	98	15	13	9.93 %	7.99 %
Ten-year Target Date 2028	148	166	119	98	13	13	8.78 %	7.99 %

## **APPENDIX D**

### **WATER & WASTEWATER RATES**

# MCALLEN PUBLIC UTILITY RATE SCHEDULE EFFECTIVE OCTOBER 1, 2022

## WATER & SPRINKLER RATES

### WATER SERVICE

#### RESIDENTIAL ACCOUNT TYPES

Base Rate (Ord No. 2022-114)	\$ 12.45
Consumption charge per 1,000 gals (Commodity) (Ord No. 2022-114)	
Up to 4,999 gallons	\$ 1.65
5,000 to 9,999 gallons	\$ 1.95
10,000 to 14,999 gallons	\$ 2.15
over 15,000 gallons	\$ 2.25

#### MULTI-FAMILY, COMMERCIAL, & INDUSTRIAL ACCT TYPES

Base Rate (Ord No. 2022-114)	\$ 12.45
Consumption charge per 1,000 gals (Commodity) (Ord No. 2022-114)	
USAGE UP TO LAST FISCAL YEAR'S AVG CONSP (COM1)	\$ 1.65
USAGE OVER LAST FISCAL YEAR'S AVG CONSP (COM2)	\$ 2.15

Must have 12 months consumption for the previous fiscal year  
(rounded to the nearest 100 gallons)

### TRAVELING METER SERVICE

#### ALL TRAVELING METER ACCOUNT TYPES

Base Fee (Ord No. 2007-77)	\$ 50.00
Consumption charge per 1,000 gals (Commodity) (Ord No. 2022-114)	
USAGE UP TO LAST FISCAL YEAR'S AVG CONSP (COM1)	\$ 1.65
USAGE OVER LAST FISCAL YEAR'S AVG CONSP (COM2) (per 1,000 gallons)	\$ 2.15

Must have 12 months consumption for the previous fiscal  
year (rounded to the nearest 100 gallons)

### SPRINKLER SERVICE

#### ALL SPRINKLER ACCOUNT TYPES

Base Rate (Ord No. 2022-114)	\$ 12.45
Consumption charge per 1,000 gals (Commodity) (Ord No. 2022-114)	\$ 2.15

### SHARYLAND #4 - WATER & SPRINKLER SERVICE

#### BASE FEE BASED ON ACCOUNT TYPE AND METER SIZE

(Ord No. 2003-61)

EFFECTIVE DEC 01, 2003 BILLING 12/13/2003

#### RESIDENTIAL CONNECTIONS (5/8 OR 3/4 METER)

0 to 3,000 gallons	\$ 9.00
--------------------	---------

#### COMMERCIAL CONNECTIONS (5/8 OR 3/4 METER)

0 to 3,000 gallons	\$ 15.00
--------------------	----------

#### COMMERCIAL CONNECTIONS (1" OR 1.5 METER)

0 to 3,000 gallons	\$ 16.00
--------------------	----------

#### COMMERCIAL CONNECTIONS (2" METER)

0 to 3,000 gallons	\$ 24.00
--------------------	----------

#### COMMERCIAL CONNECTIONS (3" METER)

0 to 3,000 gallons	\$ 29.00
--------------------	----------

#### CONSUMPTION CHARGE (COMMODITY) (Ord No. 2003-70)

#### COMMODITY CHARGE FOR 1, 000 GALLONS

#### FOR BOTH RESIDENTIAL AND COMMERCIAL:

3001 to 20,000 gallons	\$ 1.50
20,001 to 100,000 gallons	\$ 1.60
100,001 to 150,000 gallons	\$ 1.75
all over 150,000 gallons	\$ 2.00

## SEWER RATES

#### RESIDENTIAL ACCOUNTS

Base Rate (Ord No. 2022-114)	\$ 12.50
Commodity - charge per 1,000 gallons - Ord. No. 2019-57)	
Block 1 - (Up to 19,999 gallons)	\$ 1.70
Block 2 - (over 20,000 gallons)	\$ 2.20

#### COMERCIAL, MULTIFAMILY, CITY ACCOUNTS & GOV ACCTS

Base Rate (Ord No. 2022-114)	\$ 12.50
Commodity - charge per 1,000 gallons - Ord. No. 2019-57)	
Block 1 - Up to sewer fiscal average	\$ 1.70
Block 2 -over sewer fiscal average	\$ 2.20

#### INDUSTRIAL

Base Rate (Ord No. 2022-114)	\$ 12.50
Commodity - charge per 1,000 gallons - Ord. No. 2019-57)	
COM1	
LEVEL 1 - 10%	
Block 1 - Up to sewer fiscal average (\$1.70)	\$ 0.17
Block 2 -over sewer fiscal average (\$2.20)	\$ 0.22
LEVEL 2 - 50%	
Block 1 - Up to sewer fiscal average (\$1.70)	\$ 0.85
Block 2 -over sewer fiscal average (\$2.20)	\$ 1.10
LEVEL 3 - 70%	
Block 1 - Up to sewer fiscal average (\$1.70)	\$ 1.19
Block 2 -over sewer fiscal average (\$2.20)	\$ 1.54
LEVEL 4 - 90%	
Block 1 - Up to sewer fiscal average (\$1.70)	\$ 1.53
Block 2 -over sewer fiscal average (\$2.20)	\$ 1.98

## REUSE RATES - (ONLY FOR TRES LAGOS)

### ALL ACCOUNT TYPES

Base Rate (Ord No. 2022-114)	\$ 12.45	
Consumption charge per 1,000 gals (Commodity) (Ord No. 2022-114)		<i>Revised: October 4, 2022</i>
<b>Residential - (80% of lowest water tier)</b>	<b>\$1.32</b>	
<b>Commercial - (75% of residential reuse rate)</b>	<b>\$0.99</b>	(per Mark Vega's email)

## REGIONAL ACCOUNTS WITH CONTRACT

### CITY OF EDINBURG

Base rate	\$ 25.00
Consumption charge per 1,000 gals (Commodity)	\$ 1.65

### CITY OF HIDALGO

Base rate	\$ 25.00
Consumption charge per 1,000 gals (Commodity)	\$ 1.53

## REGIONAL ACCOUNTS WITH NO CONTRACT

### CITY OF MISSION

Base rate	\$ -
Consumption charge per 1,000 gals (Commodity)	\$ 1.80

## **APPENDIX E**

### **EDUCATION & PUBLIC AWARENESS**

# ADVANCED METERING INFRASTRUCTURE PROJECT

Dear customer:

McAllen Public Utility will begin to convert the traditional meter reading system to an Advanced Metering Infrastructure (AMI) to all residences and commercial properties. Water meters are used to measure the amount of water delivered to our customers. The transition to AMI will ensure McAllen Public Utility will strengthen accuracy and efficiency to better manage our water resources.



**AMI METERS REDUCE  
GREENHOUSE GAS  
EMISSIONS.**



**FEWER LEAKS; AMI METERS  
CAN QUICKLY DETECT  
ABNORMAL PATTERNS.**



**AMI METERS MINIMIZE THE  
RISK OF HUMAN ERRORS AND  
HELPS IMPROVE PROBELM  
RESOLUTION.**

**CONSUMERS WILL  
BE ABLE TO  
MONITOR WATER  
USAGE VIA ONLINE  
PORTALS OR  
MOBILE APPS.**

**AMI METERS  
PROVIDE REAL-  
TIME DATA,  
LEADING TO  
PRECISE BILLING.**

**AMI METERS CAN  
BE REMOTELY  
SHUT OFF OR  
TURNED ON.**

FOLLOW US ON SOCIAL  
MEDIA FOR UPDATES.



[WWW.MCALLENPUBLICUTILITY.COM](http://WWW.MCALLENPUBLICUTILITY.COM)

**QUESTIONS?  
CONTACT US  
AT 956-681-1600.**

# PROYECTO DE INFRAESTRUCTURA DE MEDICIÓN AVANZADA

Estimado cliente:

McAllen Public Utility comenzará a convertir el sistema tradicional de lectura de medidores en una Infraestructura de Medición Avanzada (AMI) para todas las residencias y propiedades comerciales. Los medidores de agua se utilizan para medir la cantidad de agua entregada a nuestros clientes. La transición a AMI garantizará que McAllen Public Utility fortalezca la precisión y la eficiencia para gestionar mejor nuestros recursos hídricos.



**LOS MEDIDORES AMI REDUCEN LAS EMISIONES DE GASES DE EFECTO INVERNADERO.**



**MENOS FUGAS; LOS AMIMETROS PUEDEN DETECTAR RÁPIDAMENTE PATRONES ANORMALES.**



**MEDIDORES AMI MINIMIZA EL RIESGO DE ERRORES HUMANOS Y AYUDA A MEJORAR LA RESOLUCIÓN DEL PROBLEMA.**

**LOS CONSUMIDORES PODRÁN CONTROLAR EL USO DEL AGUA A TRAVÉS DE PORTALES EN LÍNEA O APLICACIONES MÓVILES.**

**LOS MEDIDORES AMI PROPORCIONAN DATOS EN TIEMPO REAL, LO QUE PERMITE UNA FACTURACIÓN PRECISA.**

**LOS MEDIDORES AMI SE PUEDEN APAGAR O ENCENDER DE FORMA REMOTA.**

SÍGANOS EN LAS REDES SOCIALES PARA OBTENER ACTUALIZACIONES.



[WWW.MCALLENPUBLICUTILITY.COM](http://WWW.MCALLENPUBLICUTILITY.COM)

**¿PREGUNTAS?  
CONTÁCTENOS  
AL 956-681-1600.**



**DRIP IRRIGATION FOR WATERING OF  
LANDSCAPES FOR COMMERCIAL  
ESTABLISHMENTS.**



**SHORTER TIME IN THE SHOWER IS  
ENCOURAGED.**



**CONSIDER DEFROSTING FOOD IN THE  
REFRIGERATOR OVERNIGHT INSTEAD  
OF USING RUNNING WATER.**



**IT IS ENCOURAGED TO RECYCLE AND  
USE MINIMAL QUANTITIES OF WATER  
FOR ORNAMENTAL FOUNTAINS.**

## **SMART WATER USAGE TIPS**

PROVIDED BY:



**TAKE ADVANTAGE OF THE ADVANCED  
METERING INFRASTRUCTURE PERKS.**



**A LITTLE LEAK CAN WASTE A LOT OF  
WATER. CHECK HOSES, FAUCETS, AND  
SPRINKLERS REGULARLY.**

**THESE SMALL  
STEPS GO A LONG  
WAY!**

**TRUST IN EVERY DROP**



**WHEN CLEANING AN OUTDOOR AREA,  
CONSIDER USING A BROOM RATHER  
THAN A HOSE.**



**LOS ESTABLECIMIENTOS COMERCIALES DEBEN UTILIZAR RIEGO POR GOTEO PARA MANTENER EL PAISAJE Y ÁREAS VERDES.**



**SE RECOMIENDA REDUCIR LA CANTIDAD DE TIEMPO DEDICADO A BAÑARSE.**



**CONSIDERE DESCONGELAR LOS ALIMENTOS EN EL REFRIGERADOR DURANTE LA NOCHE EN LUGAR DE USAR AGUA CORRIENTE.**



**SE RECOMIENDA RECICLAR Y UTILIZAR CANTIDADES MÍNIMAS DE AGUA PARA LAS FUENTES ORNAMENTALES.**

**CONSEJOS  
PARA EL USO  
INTELIGENTE  
DEL AGUA**

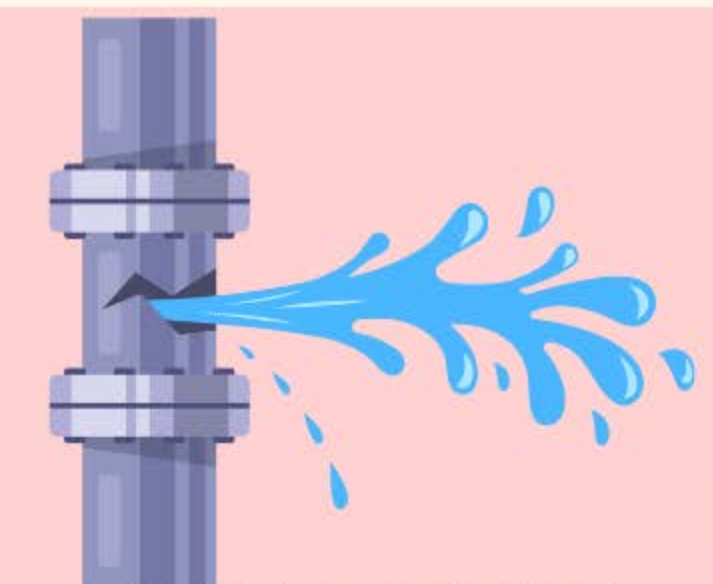
PROPORCIONADO POR:



**McALLEN**  
PUBLIC UTILITY



**APROVECHE LAS VENTAJAS DE LA INFRAESTRUCTURA DE MEDICIÓN AVANZADA.**



**UNA PEQUEÑA FUGA PUEDE DESPERDICIAIR MUCHA AGUA. REVISE LAS MANGUERAS, LOS GRIFOS Y LOS ASPERSORES CON REGULARIDAD.**

**ESTOS PEQUEÑOS PASOS HACEN UNA GRAN DIFERENCIA.**

**CONFIA EN CADA GOTA**



**AL LIMPIAR UN ÁREA AL AIRE LIBRE COMO LAS TERRAZAS Y PATIOS, CONSIDERE USAR UNA ESCOBA EN LUGAR DE UNA MANGUERA.**

# WINTER WEATHER PREPAREDNESS TIPS

Emergency Supplies  
to have on hand.



## WATER METER KEY

to access your meter  
box if necessary



## INSULATION

for indoor and  
outdoor pipes



## HOSE BIB COVERS

for outdoors faucets



## RADIO & FLASHLIGHT

Battery powered



## WATER

Have enough water  
1 gallon per person  
per day for 7 days



## PREPARE FOR FREEZING WEATHER

**Locate your water shutoff**, keep it clear of debris and obstacles at all times. Know how to shut off your water. If you cannot find your shutoff valve or if it is damaged, then be prepared to access the city shutoff valve in the meter box. A water meter key may be needed.

**Exposed pipes and water heaters**, insulate pipes in unheated and drafty areas, such as an attic or garage. Hardware and plumbing supply stores carry insulation to help keep pipes from freezing.

**Outside faucets**, turn off outside faucets. Remove all connected hoses and wrap faucets with towels or a styrofoam insulator. Turn off and drain automatic sprinkler systems.

**Prepare before leaving town.** Plan to be away during a time when freezing temperatures are possible, turn off your water at the meter and set your thermostat to 65 degrees or higher.

**Hidden Pipes.** If pipes run through cabinets or vanities, open the doors to let warm room temperatures flow in.

**Water running.** Keep water moving through the pipes by allowing a small trickle of water to run.

**Frozen Pipes.** If your pipes do freeze, shut off the water immediately at the main shut-off valve. Thaw pipes with warm air with a hair dryer or space heater.

**Be careful!** When turning water back on - check pipes & joints for cracks or leaks



956-681-1600



[www.mcallenpublicutility.com](http://www.mcallenpublicutility.com)

# WINTER WEATHER PREPAREDNESS TIPS

Emergency Supplies  
to have on hand.



## WATER METER KEY

to access your meter  
box if necessary



## INSULATION

for indoor and  
outdoor pipes



## HOSE BIB COVERS

for outdoors faucets



## RADIO & FLASHLIGHT

Battery powered



## WATER

Have enough water  
1 gallon per person  
per day for 7 days



## PREPARE FOR FREEZING WEATHER

**Locate your water shutoff**, keep it clear of debris and obstacles at all times. Know how to shut off your water. If you cannot find your shutoff valve or if it is damaged, then be prepared to access the city shutoff valve in the meter box. A water meter key may be needed.

**Exposed pipes and water heaters**, insulate pipes in unheated and drafty areas, such as an attic or garage. Hardware and plumbing supply stores carry insulation to help keep pipes from freezing.

**Outside faucets**, turn off outside faucets. Remove all connected hoses and wrap faucets with towels or a styrofoam insulator. Turn off and drain automatic sprinkler systems.

**Prepare before leaving town.** Plan to be away during a time when freezing temperatures are possible, turn off your water at the meter and set your thermostat to 65 degrees or higher.

**Hidden Pipes.** If pipes run through cabinets or vanities, open the doors to let warm room temperatures flow in.

**Water running.** Keep water moving through the pipes by allowing a small trickle of water to run.

**Frozen Pipes.** If your pipes do freeze, shut off the water immediately at the main shut-off valve. Thaw pipes with warm air with a hair dryer or space heater.

**Be careful!** When turning water back on - check pipes & joints for cracks or leaks



956-681-1600



[www.mcallenpublicutility.com](http://www.mcallenpublicutility.com)

## **APPENDIX F**

### **RESOLUTIONS ADOPTING THE PLAN**

## **APPENDIX G**

### **COORDINATION WITH THE REGION M PLANNING GROUP**



**AGENDA ITEM**

**2.b.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

**1. Agenda Item: Approval of TAJ Plaza Subdivision (1 Commercial Lot / Storage)**

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

**3. Nature of Request: The approval of TAJ Plaza Subdivision.**

**4. Budgeted:**

**Bid Amount:** \_\_\_\_\_  
**Under Budget:** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_  
**Over Budget:** \_\_\_\_\_  
**Amount Remaining:** \_\_\_\_\_

**5. Reimbursement:**

**6. Routing:**  
**Patrick Gray**                      **Created/Initiated - 12/5/2024**

**7. Staff's Recommendation: Staff recommends the approval of TAJ Plaza 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:** Carlos Gonzalez, P.E., Utility Engineer  
Erika Gomez, P.E., Utility Engineer

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

**DATE:** December 12, 2024

**SUBJECT:** **Approval of Taj Plaza Subdivision**

---

This property is located on the empty lot approximately 550 LF north of Nolana Ave and 780 LF east of N. 10<sup>th</sup> St. This 5.285 ac lot is zoned as C-3 Commercial and is being proposed as commercial storage units.

The subdivision application was originally filed with the City on July 26, 2024 and received preliminary P&Z approval on August 15, 2024. The information required from the developer's engineer for this agenda was received on December 4, 2024.

Utility plan/availability is described as follows:

- 1. Water:** The developer is proposing to install an 8" waterline within a dedicated utility easement the runs through the proposed lot. The developer will be connecting the two (2) water stub outs to the north and south of the property to complete a loop. The developer is also proposing two (2) fire hydrants for fire protection.
- 2. Sewer:** The developer is not proposing any sewer improvements.
- 3.** The property falls within the MPU North Central Distribution water reimbursement and the 2<sup>nd</sup> and Jonquil Lift Station sewer reimbursement.

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


- 1.) Dedication of a utility easement, possibly along the perimeter of the property.**
- 2.) Installation of the proposed public utility infrastructure to be constructed as proposed.**
- 3.) Payment of a Sanitary Sewer and Waterline Reimbursement to MPU in the amount of \$10,132.08**

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

Thank you

## MEMORANDUM

---

**Date:** November 21, 2024  
**To:** Rafael Balderas, McAllen PUB  
**CC:**  
**From:** Mario A. Reyna, P.E.   
**Subject:** 24089- TAJ PLAZA

---

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

### **WATER – MPUB**

There is an existing 6-inch waterline that travels east-west and turns north with a 90-degree elbow. Making a connection with a proposed tee that will loop interior layout as per attached water layout. The proposed 8-inch water line will run within the proposed easements and will provide all necessary services and fire protection lots within said building. This building consists of 1 commercial lot.

### **SANITARY SEWER- MPUB**

No sewer needed, Proposing storage units.

Respectfully,

  
Mario A. Reyna, P.E.  
Melden & Hunt, Inc.

## REIMBURSEMENT WAIVER

STATE OF TEXAS                    X

COUNTY OF HIDALGO            X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to 3BU FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP thereafter called the DEVELOPER.

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

TAJ PLAZA STORAGE 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:  \_\_\_\_\_  
Art Ortega, President  
3BU Family Limited Partnership  
A Texas Limited Partnership  
By 3BU, LLC, a Texas Limited Liability Company  
201 South Bales Road, Unit 10  
McAllen, Texas 78503

**SUBDIVISION REIMBURSEMENT WORKSHEET  
TAJ PLAZA STORAGE SUBDIVISION**

**WATER LINE REIMB. CALCULATIONS**

WATER: MPU NORTH CENTRAL DISTRIBUTION MAINS  
COST: \$310.12 x 5.235 AC \$1,623.48  
10% ADMIN FEE <10 YEARS 162.35

**SEWER LINE REIMBURSEMENT \$1,785.83**

**SEWER LINE REIMB. CALCULATIONS**

SEWER: MPU 2ND & JONQUIL LIFT STATION  
COST: \$1,449.38 x 5.235 AC \$7,587.50  
10% ADMIN FEE <10 YEARS 758.75

**SEWER LINE REIMBURSEMENT \$8,346.25**

**TOTAL REIMBURSEMENT DUE \$10,132.08**

Prepared By: 

Date: 8/27/24

Reviewed By: 

Escrows will be adjusted upon execution of Final Reimbursement Certificate

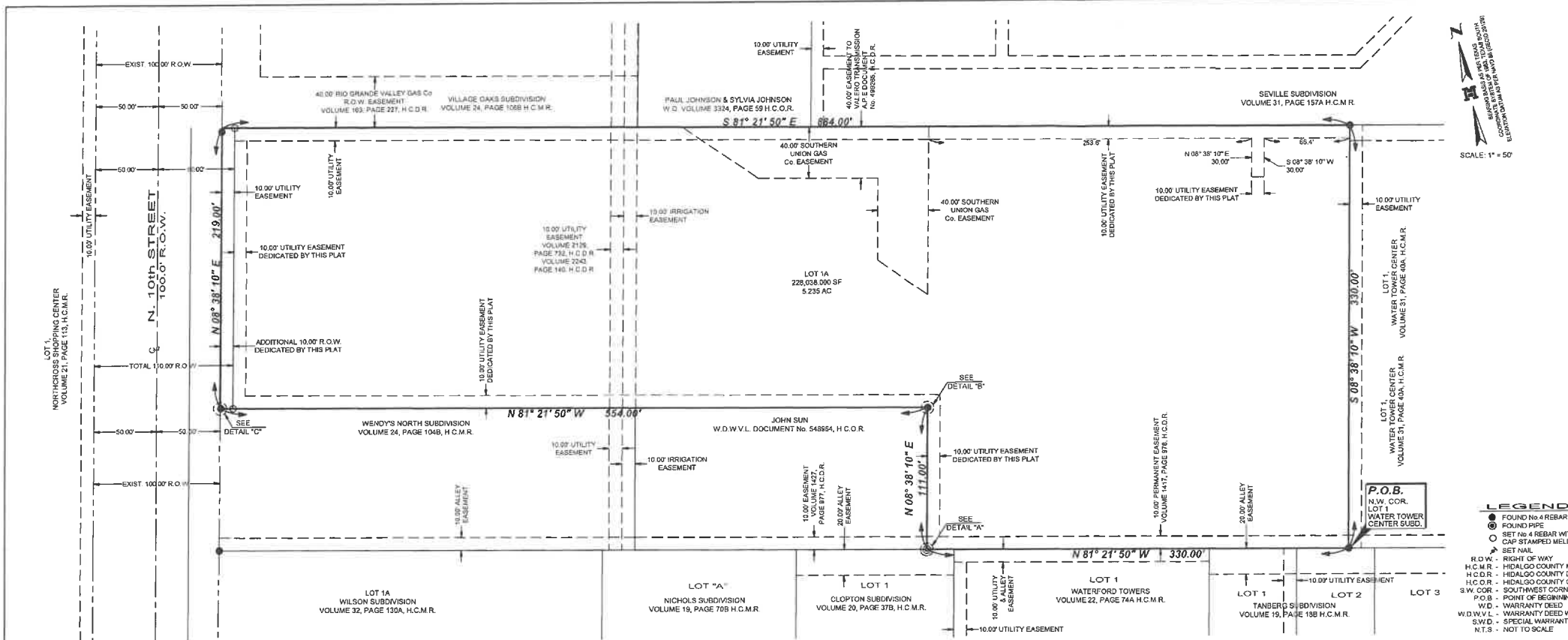
I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature: \_\_\_\_\_

Arturo Ortega

Print: \_\_\_\_\_





THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE TAJ PLAZA STORAGE 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.

380 FAMILY LIMITED PARTNERSHIP

ARTURO ORTEGA, MANAGING MEMBER  
201 S. SALES RD UNIT 10  
MCALLEN, TX 78503

DATE \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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\_\_\_\_.

MELDEN & HUNT, INC.  
TEXAS REGISTRATION F-1435

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

DATE PREPARED: 07/22/24  
ENGINEERING JOB # 24089.00



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 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 WATER IMPROVEMENT DISTRICT NO. 3 ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A CONVEYANCE, WAIVER OR ABANDONMENT OF ANY PROPERTY INTEREST HELD BY THE DISTRICT IN THE PROPERTY SHOWN ON THE PLAT; OR THE ACCEPTANCE OR APPROVAL OF THE ACCURACY OF ANY STATEMENT, DIMENSION OR DESCRIPTION SHOWN ON THE PLAT.

O.E. BRAND JR., PRESIDENT \_\_\_\_\_ MARK FREELAND, 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 §48.211 (2). 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. SERIN, P.E., C.E.M.  
GENERAL MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

## SUBDIVISION MAP OF TAJ PLAZA STORAGE SUBDIVISION

BEING A SUBDIVISION OF 5.285 ACRES  
CONSISTING OF:  
2.785 ACRES BEING ALL OF LOT "A"  
ARAPAH0 SUBDIVISION,  
VOLUME 30, PAGE 178B, H.C.M.R.  
2.500 ACRES BEING OUT OF  
LOT 15, SECTION 11,  
HIDALGO CANAL COMPANY,  
VOLUME Q, PAGES 175-177, H.C.D.R.  
CITY OF MCALLEN,  
HIDALGO COUNTY, TEXAS

### METES AND BOUNDS DESCRIPTION:

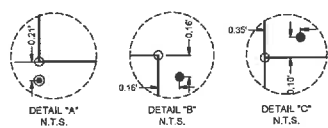
A TRACT OF LAND CONTAINING 5.285 ACRES SITUATED IN THE CITY OF MCALLEN, COUNTY OF HIDALGO, TEXAS, SAID 5.285 ACRES CONSISTING OF: 2.785 ACRES BEING ALL OF LOT "A", ARAPAH0 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30, PAGE 178B, HIDALGO COUNTY MAP RECORDS, 2.500 ACRES BEING OUT OF LOT 15, SECTION 11, HIDALGO CANAL COMPANY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME Q, PAGES 175-177, HIDALGO COUNTY DEED RECORDS, SAID 5.285 ACRES OUT OF A CERTAIN TRACT CONVEYED TO ULTIMATE INVESTMENTS, INC. BY VIRTUE OF A WARRANTY DEED WITH VENDORS LIEN RECORDED UNDER DOCUMENT NUMBER 433040 AND A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2448700, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.285 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND ON THE SOUTHWEST CORNER OF LOT 1, WATER TOWER CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 31, PAGE 40A, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT.

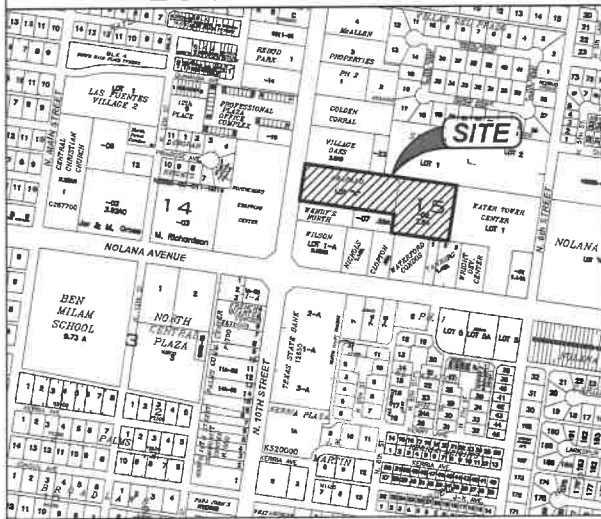
1. THENCE, N 81° 21' 50" W A DISTANCE OF 330.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 08° 38' 10" E A DISTANCE OF 111.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, N 81° 21' 50" W ALONG THE SOUTH LINE OF SAID LOT "A", ARAPAH0 SUBDIVISION, A DISTANCE OF 554.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
4. THENCE, N 08° 38' 10" E ALONG THE WEST LINE OF SAID LOT "A" AND THE EAST RIGHT-OF-WAY LINE OF N. 10TH STREET, A DISTANCE OF 219.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
5. THENCE, S 81° 21' 50" E ALONG THE NORTH LINE OF SAID LOT "A", AT A DISTANCE OF 554.00 FEET PASS THE NORTHEAST CORNER OF SAID LOT "A", CONTINUING A TOTAL DISTANCE OF 684.00 FEET TO A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHEAST CORNER OF THIS TRACT;
6. THENCE, S 08° 38' 10" W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.285 ACRES OF LAND, MORE OR LESS.

### GENERAL NOTES :

1. THIS SUBDIVISION IS IN FLOOD ZONE "B" IS DEFINED AS 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 0005 C MAP REVISED NOVEMBER 2, 1982.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB MEASURED FROM THE CENTER OF THE LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF MCALLEN ZONING CODE:  
A. 10TH STREET: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS.  
REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS.  
SIDES: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS.  
ALL SETBACKS ARE SUBJECT TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN.
4. CITY OF MCALLEN BENCHMARK: NUMBER MC 60.  
TOP OF 3" ALUMINUM PIPE WITH A 3/4" BRASS MONUMENT CAP ON TOP NORTHEAST CORNER OF THE INTERSECTION OF 10TH STREET & VIOLET STREET.  
GEOETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N=16615056.2795,  
E=107527453599, ELEV=1116.23
5. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 12,230 C.F. TO BE PROVIDED WITHIN DESIGNATED DETENTION AREAS.
6. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF MCALLEN ENGINEERING DEPARTMENT, SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR ALL NEW BUILDING.
7. NO BUILDING ALLOWED OVER ANY EASEMENT.
8. 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG NORTH 10TH STREET.
9. A 6 FOOT OPAQUE BUFFER REQUIRED FROM ADJACENT BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONED USES.
10. A 8 FOOT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONED USES.
11. MINIMUM 24 PRIVATE SERVICE DRIVE EASEMENT TO BE ESTABLISHED AS PART OF THE SITE PLAN AND WILL BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.
12. 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.
13. COMMON AREAS, SERVICE DRIVE EASEMENTS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.
14. 15. SITE PLAN MUST BE APPROVED BY PLANNING AND ZONING COMMISSION PRIOR TO ISSUANCE OF BUILDING PERMIT.



### LOCATION MAP



**M** MELDEN & HUNT, INC.  
CONSULTANTS • ENGINEERS • SURVEYORS  
115 W. McINTYRE - EDINBURG, TX 78541  
PH: (956) 381-0981 - FAX: (956) 381-1839  
ESTABLISHED 1947 - www.meldenandhunt.com

DRAWN BY: E.M. \_\_\_\_\_ DATE: 07-22-2024  
SURVEYED, CHECKED \_\_\_\_\_ DATE \_\_\_\_\_  
FINAL CHECK \_\_\_\_\_ DATE \_\_\_\_\_

**TAY PLAZA STORAGE  
SUBDIVISION**  
MOUNTAIN, TEXAS

WALLEN, TEXAS

THIS DOCUMENT IS RELEASED  
FOR THE PURPOSE OF INFORMING  
REVIEW UNDER THE AUTHORITY OF  
JULIO A. REYNAL, P.E. 11/20/24  
ON SEPTEMBER 20, 2024, IT IS NOT  
TO BE USED FOR CONSTRUCTION,  
BIDDING OR PERMIT PURPOSSES.

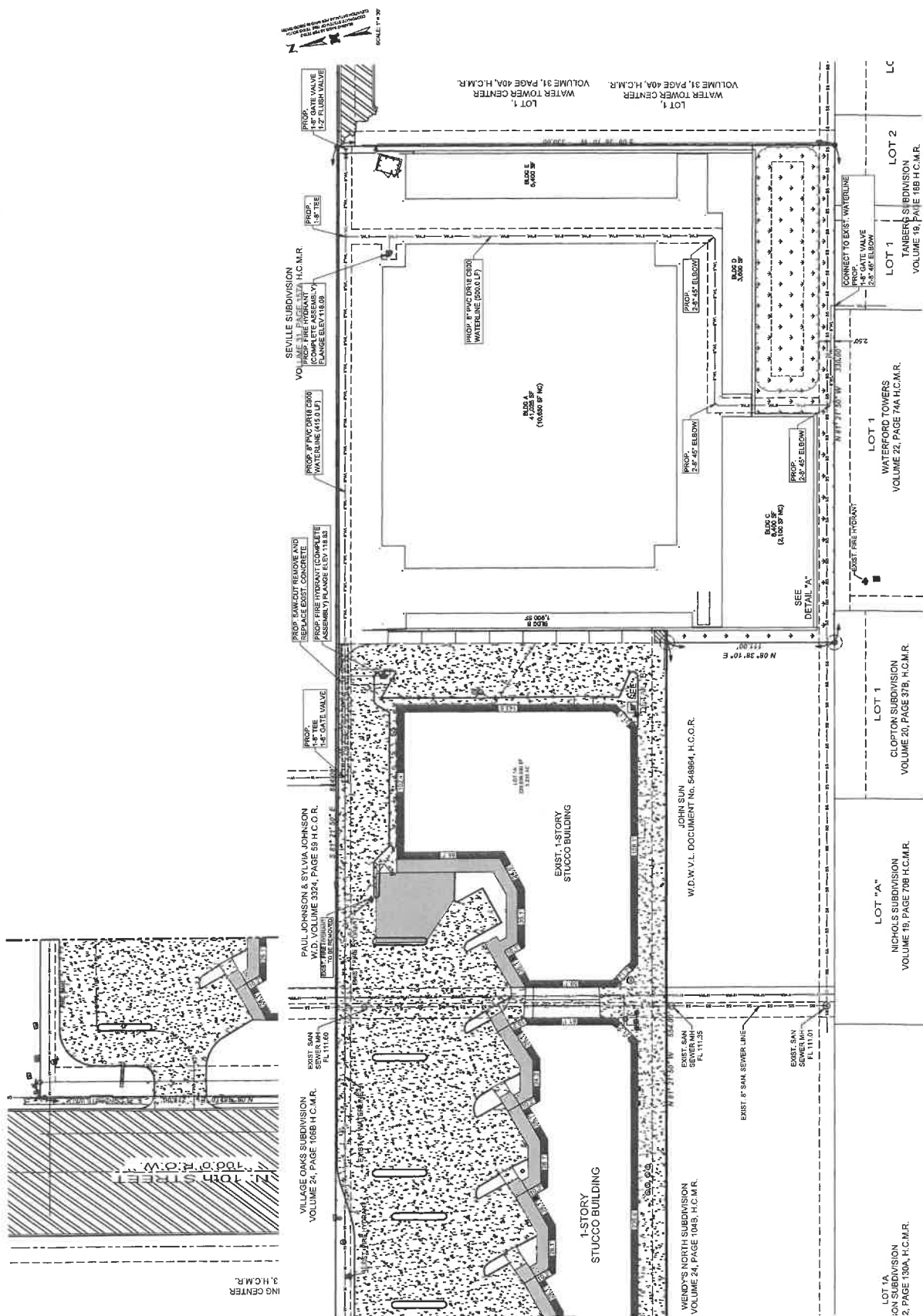
DATE: \_\_\_\_\_  
BY: MAR \_\_\_\_\_  
BY: EM \_\_\_\_\_  
AS SHOWN

REVISION	DATE	BY

**WELDET & HUNT INC**  
CONSULTANTS & ENGINEERS & SURVEYORS

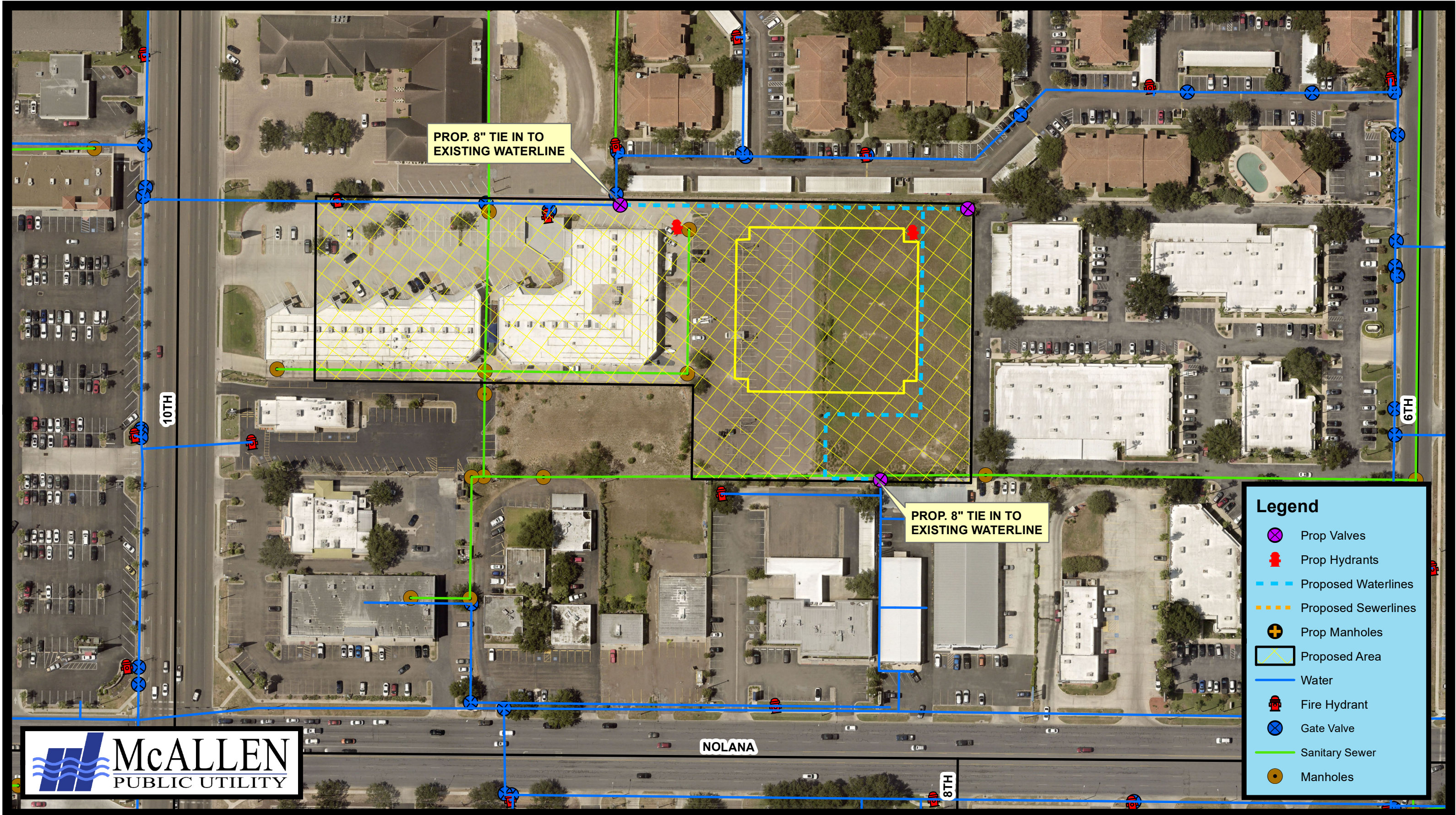
1415 W. MCINTYRE - DOWNSBURG, TX 75041  
PH: (800) 381-0081 - FAX: (800) 381-1839  
WWW.WELDETANDHUNT.COM

OB No. 23048.00





# TAJ PLAZA SUBDIVISION





**AGENDA ITEM**

**2.c.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

**1. Agenda Item: Approval of Trevino Subdivision (1 Residential Lot / 1 Single Family Home)**

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

**3. Nature of Request: The approval of Trevino Subdivision.**

**4. Budgeted:**

**Bid Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_**

**Budgeted Amount: \_\_\_\_\_  
Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_**

**5. Reimbursement:**

**6. Routing:  
Patrick Gray                      Created/Initiated - 12/5/2024**

**7. Staff's Recommendation: Staff recommends the approval of Trevino 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:** Carlos Gonzalez, P.E., Utility Engineer  
Erika Gomez, P.E., Utility Engineer

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

**DATE:** December 12, 2024

**SUBJECT:** **Approval of Trevino Subdivision**

---

This property is located on the north side of Lark Ave. and approximately 2,000LF from the intersection of Lark Ave and Ware Rd. The subdivision is located within the McAllen City Limits and consists of 2.88 acres for a single family home.

The subdivision application was originally filed with the City on November 20, 2024 and received preliminary P&Z approval on December 3, 2024. The information required from the developer's engineer for this agenda was received on December 5, 2024.

Utility plan/availability is described as follows:

- 1. Water:** There is an existing water service that the developer will be reconnecting. There are no plans for water improvements.
- 2. Sewer:** The developer is proposing to extend a single sanitary sewer service line to tie into an existing 8" sanitary sewer line on the south side of Lark Ave. There are no plans for sanitary sewer improvements.
- 3.** The property falls within the MPU Alton Sewer Project, Retana Acres Participation and Plantation Gap water and sewer reimbursements. The property also falls within the Retana Acres Subdivision sewer reimbursement to the developer.

**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 Sanitary Sewer and Waterline Reimbursements in the amount of \$4,013.80**

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

Thank you

**UTILITY NARRATIVE  
TREVINO SUBDIVISION  
McALLEN, TEXAS**

**POTABLE WATER SERVICE**

This property lies within City of McAllen's Certificate of Convenience and Necessity (CCN). The City of McAllen has an existing 8" water line located on the north side of Lark Ave running east and west located at the south side of the proposed subdivision.

The lot will be provided with one (1) 1" water services for future single family residential home.

**SANITARY SEWER SERVICE**

This property lies in the City of McAllen's sanitary sewer Certificate of Convenience and Necessity (CCN). The City of McAllen has an existing 15" sanitary sewer line on the south side of Lark Avenue.

The lot will be provided with one (1) individual 4" sanitary sewer service.

## 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 MARIA S. SANDOVAL hereinafter called the DEVELOPER.

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

TREVINO SUBDIVISION  
(Subdivision Name) and proposes to construct Utility Improvements as shown on a plan

designed by RIO DELTA ENGINEERING 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

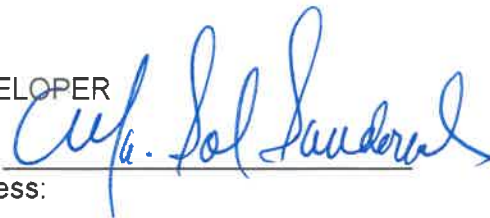
ATTEST:

\_\_\_\_\_  
Board Secretary

DEVELOPER

BY:

Address:



**SUBDIVISION REIMBURSEMENT WORKSHEET  
TREVINO SUBDIVISION**

**SEWER LINE REIMB. CALCULATIONS**

SEWER: MPU: ALTON INTERCEPTOR  
COST: \$514.27 x 1 AC \$514.27  
10% ADMIN FEE <10 YEARS 51.43

**SEWER LINE REIMBURSEMENT \$565.70**

**SEWER LINE REIMB. CALCULATIONS**

SEWER: MPU: RETANA ACRES  
COST: \$349.58 x 1 AC \$349.58  
10% ADMIN FEE <10 YEARS 34.96

**SEWER LINE REIMBURSEMENT \$384.54**

**SEWER LINE REIMB. CALCULATIONS**

SEWER: DEV: RETANA ACRES  
COST: \$524.37 x 2.88 AC \$1,510.19  
10% ADMIN FEE <10 YEARS 151.02

**SEWER LINE REIMBURSEMENT \$1,661.21**

**WATER LINE REIMB. CALCULATIONS**

WATER: MPU: PLANTATION GAP  
COST: \$1,274.86 x 1 AC \$1,274.86  
10% ADMIN FEE <10 YEARS 127.49

**WATER LINE REIMBURSEMENT \$1,402.35**

**TOTAL REIMBURSEMENT DUE**

**\$4,013.80**

Prepared By: 

Date: 12/4/24

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: 

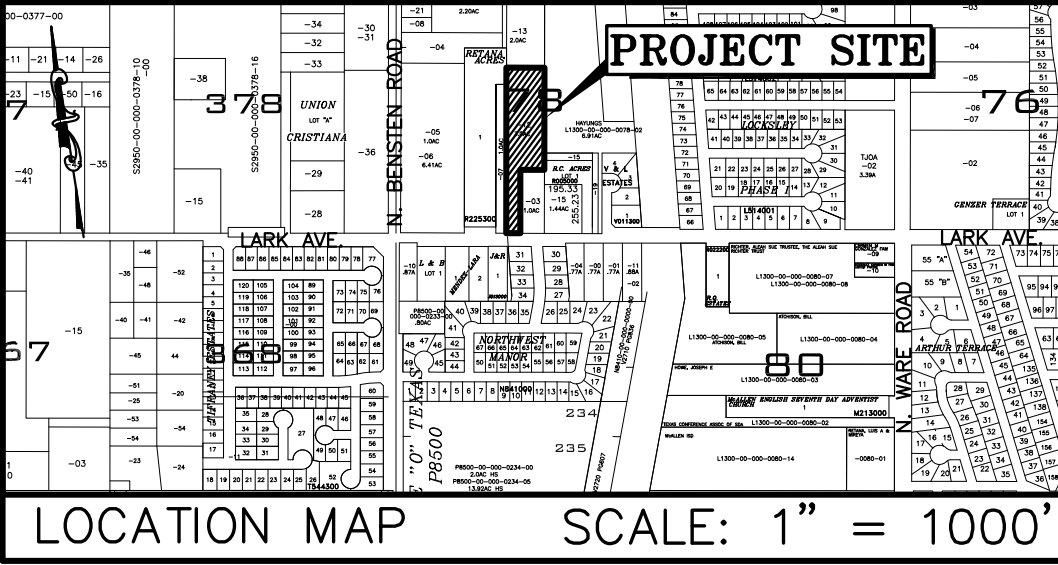
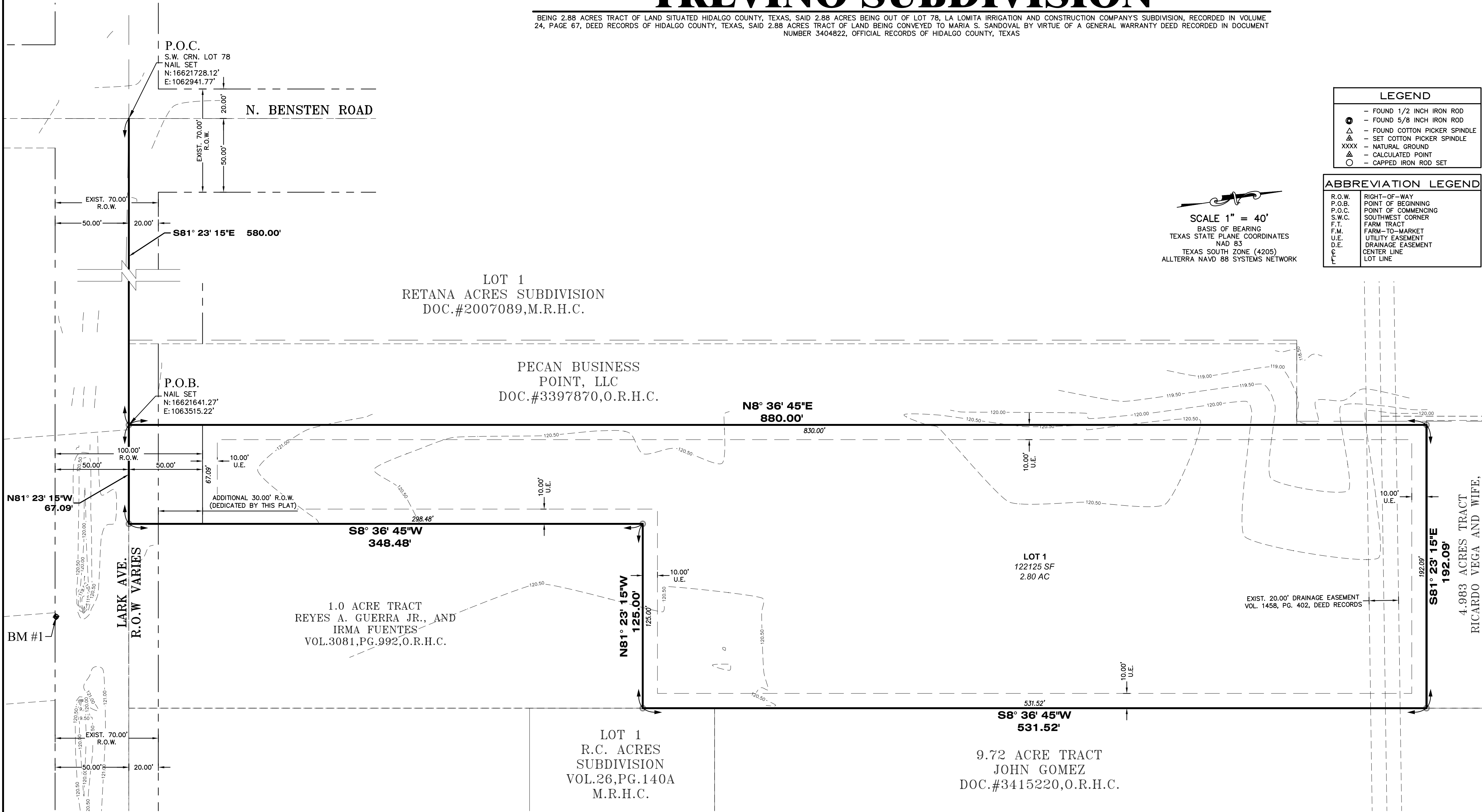
Print: MARIA S. SANDOVAL

Y: RDE SUBDIVISIONS 2024 SUB 24 046 -- VILLANUEVA LARK DWS SUB 24 046\_SHT 2 PLAT SHEET.dwg RODELTA 11/11/2024 4:09 PM

DATE OF PREPARATION: NOVEMBER 11, 2024

# TREVINO SUBDIVISION

BEING 2.88 ACRES TRACT OF LAND SITUATED HIDALGO COUNTY, TEXAS, SAID 2.88 ACRES BEING OUT OF LOT 78, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 24, PAGE 67, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.88 ACRES TRACT OF LAND BEING CONVEYED TO MARIA S. SANDOVAL BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3404822, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS



LEGEND	
—	FOUND 1/2 INCH IRON ROD
●	FOUND 5/8 INCH IRON ROD
△	FOUND COTTON PICKER SPINDLE
△	SET COTTON PICKER SPINDLE
XXX	NATURAL GROUND
△	CALCULATED POINT
○	CAPPED IRON ROD SET

ABBREVIATION LEGEND	
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	FARM TRACT
F.T.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
C.L.	CENTER LINE
L.O.L.	LOT LINE

SCALE 1" = 40'  
BASIS OF BEARING  
TEXAS STATE PLANE COORDINATES  
NAD 83  
TEXAS SOUTH ZONE (4205)  
ALLTERRA NAVD 88 SYSTEMS NETWORK

## METES AND BOUNDS DESCRIPTION

BEING 2.88 ACRES TRACT OF LAND SITUATED HIDALGO COUNTY, TEXAS, SAID 2.88 ACRES BEING OUT OF LOT 78, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 24, PAGE 67, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.88 ACRES TRACT OF LAND BEING CONVEYED TO MARIA S. SANDOVAL BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3404822, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 2.88 ACRES TRACT OF LAND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING ON A NAIL SET AT THE SOUTHWEST CORNER OF SAID LOT 78, SAME BEING THE POINT OF INTERSECTION BETWEEN LARK AVENUE AND N BENSTEN ROAD;

THENCE, S 81° 23' 15" E ALONG THE SOUTH LINE OF THE SAID LOT 78, SAME BEING ALONG THE CENTERLINE OF LARK AVENUE, TO THE SOUTHEAST CORNER OF A 1.0-ACRE TRACT OF LAND CONVEYED TO PECAN BUSINESS POINT, LLC, RECORDED IN DOCUMENT NUMBER 3397870, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 580.00 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE, N 08° 36' 45" E ACROSS LOT 78, SAME BEING IN PART ALONG THE EAST BOUNDARY LINE OF THE SAID 1.0-ACRE TRACT OF LAND, AND THE EAST BOUNDARY LINE OF RETANA ACRES SUBDIVISION RECORDED IN DOCUMENT NUMBER 2007089, MAP RECORDS OF HIDALGO COUNTY, TEXAS, TO A CORNER POINT OF A 4.983-ACRE TRACT OF LAND CONVEYED TO RICARDO VEGA AND WIFE, MELINDA V. MARTINEZ, RECORDED IN DOCUMENT NUMBER 2597299, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 20.00 FEET A 1/2-INCH IRON ROD FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF LARK AVENUE, AND CONTINUING A TOTAL DISTANCE OF 880.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 23' 15" E ALONG THE SOUTH BOUNDARY LINE OF THE SAID 4.983-ACRE TRACT, SAME BEING A POINT ON THE WEST BOUNDARY LINE OF A CALLED 9.72 ACRES TRACT OF LAND CONVEYED TO JOHN GOMEZ, RECORDED IN DOCUMENT NUMBER 3415220, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 192.09 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 36' 45" W ACROSS THE SAID LOT 78, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 9.72-ACRE TRACT, TO THE NORTHEAST CORNER OF A CALLED 1.0-ACRE TRACT CONVEYED TO REYES A. GUERRA JR., AND IRMA FUENTES, RECORDED IN VOLUME 3081, PAGE 892, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 531.52 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 23' 15" W ALONG THE NORTH BOUNDARY LINE OF THE SAID 1.0-ACRE TRACT, PASSING AT A DISTANCE OF 328.48 FEET A 1/2-INCH IRON ROD FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF LARK AVENUE, AND CONTINUING A TOTAL DISTANCE OF 348.48 FEET TO A NAIL SET FOR THE SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 23' 15" W ALONG THE SOUTH LINE OF THE SAID LOT 78, SAME BEING ALONG THE CENTERLINE OF LARK AVENUE, A DISTANCE OF 67.09 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 2.88 ACRES OF LAND, MORE OR LESS.

## GENERAL PLAT NOTES:

- MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB IN FRONT OF THE CENTER-POINT OF THE LOT.
- MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:  
FRONT: 10 FT. OR GREATER FOR EASEMENTS.  
REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENT.  
INTERIOR SIDES: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENT.  
CORNER: 10 FT. OR GREATER FOR EASEMENTS.  
GARAGE: 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES.
- THE SUBDIVISION IS IN ZONE "C" (NON-SHADED), AREAS DETERMINED OF MINIMAL FLOODING, (NO SHADING) MAP COMMUNITY PANELS NO.: 480334 0400 C MAP REVISED: NOVEMBER 16, 1982.
- DRAINAGE DETENTION OF \_\_\_\_\_ OF OR \_\_\_\_\_ ACRE FEET IS REQUIRED FOR THIS SUBDIVISION, CURRENT RUNOFF WILL BE DETAILED IN THE EXISTING HIDALGO COUNTY DRAINAGE DISTRICT NO.1 MISSION-MCALLEEN LATERAN DRAIN DITCH.
- EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- THE CITY OF MCALLEEN TO HAVE A 10'X10' SIGHT OBSTRUCTION EASEMENT AT STREET INTERSECTIONS MEASURED FROM STREET CURB INTERSECTION.
- CITY OF MCALLEEN BENCHMARK (MC47) A 30" ALUMINUM PIPE WITH A 3/4" BRASS MONUMENT CAP ON TOP, LOCATED APPROXIMATELY 29 FEET EAST FROM NORTH TAYLOR ROAD AND 650 FEET NORTH OF MILE 5, NORTHING:1061100.60350 EASTING:16628009.54221 ELEV.=140.02
- 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES AND ALONG LA LOMITA (MILE 6 1/2) ROAD AND BRAZOS AVENUE.
- 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- ALL UTILITY AND DRAINAGE EASEMENTS TO BE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
- COMMON AREAS FOR COMMERCIAL DEVELOPMENTS PROVIDE FOR COMMON PARKING ACCESS, SETBACKS, LANDSCAPING, ETC.
- 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.
- DEVELOPER/HOMEOWNER'S ASSOCIATION/OWNER, THEIR SUCCESSORS AND ASSIGNEES, AND NOT THE CITY OF MCALLEEN SHALL BE RESPONSIBLE FOR COMPLIANCE WITH INSTALLATION AND MAINTENANCE AND OTHER REQUIREMENTS PER SECTION 110-72 OF THE SUBDIVISION ORDINANCE, INCLUDING BUT NOT LIMITED TO COMMON AREAS AND ITS PRIVATE STREETS.

## OWNER'S ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE TREVINO SUBDIVISION, DO HEREBY GRANT AN ACCESS AND UTILITY EASEMENT TO THE CITY OF MCALLEEN AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF MCALLEEN, TO THE EMPLOYEES OF THE UTILITY OPERATING UNDER FRANCHISE TO THE CITY OF MCALLEEN, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. ADDITIONAL PUBLIC RIGHT-OF-WAY FOR MILE 6 1/2 ROAD IS BEING DEDICATED BY THIS PLAT.

MARIA S. SANDOVAL  
10331 N. 32ND. LANE  
MCALLEEN, TEXAS 78504

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 \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

## HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 SUBJECT TO THE FOLLOWING:

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION.

PRESIDENT

SECRETARY

## 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(O). 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

## STATE OF TEXAS COUNTY OF HIDALGO PLANNING AND ZONING COMMISSION CHAIR CERTIFICATE

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

PLANNING AND ZONING CHAIR

DATE

## STATE OF TEXAS COUNTY OF HIDALGO MAYOR'S CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEEN AND HIDALGO COUNTY, TEXAS.

CITY MAYOR

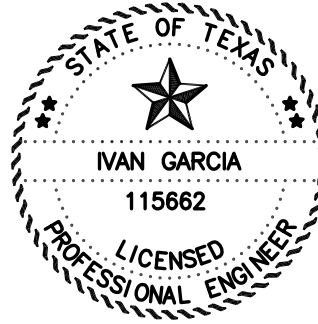
DATE

## STATE OF TEXAS - COUNTY OF HIDALGO

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

IVAN GARCIA P.E., R.P.L.S.  
REG. PROFESSIONAL ENGINEER No. 115662

DATE



## STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEEN AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA P.E., R.P.L.S.  
REG. PROFESSIONAL LAND SURVEYOR No. 6496  
SURVEY FIRM No. 10194027



ON: \_\_\_\_\_ AT: \_\_\_\_\_ AM/PM

INSTRUMENT NUMBER \_\_\_\_\_  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

## PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): MARIA S. SANDOVAL	10331 N. 32ND. LANE MCALLEEN, TX. 78504	78504
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA P.E. R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083

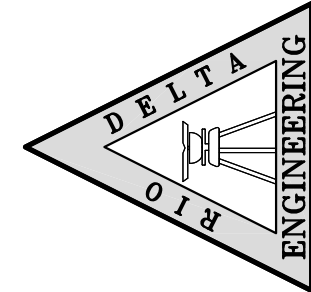


FILED FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUJARDO, JR.  
HIDALGO COUNTY CLERK

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628  
SURVEY FIRM No. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539  
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERIM  
REVIEW UNDER THE  
AUTHORITY OF  
IVAN GARCIA,  
P.E. 115662 ON  
NOVEMBER 11, 2024  
IT IS NOT TO BE  
USED FOR CONSTRUCTION,  
BIDDING OR PERMIT  
PURPOSES.

ISSUED FOR:  
**PRELIMINARY**

PLAT SHEET  
TREVINO SUBDIVISION  
CITY OF MCALLEEN  
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER:  
IVAN GARCIA P.E. R.P.L.S.

SURVEYOR:  
IVAN GARCIA P.E. R.P.L.S.

CHECKED:  
IVAN GARCIA P.E. R.P.L.S.

DRAWN:  
H.G./ G.F.

SCALE:  
1" = 40'

DATE:  
NOVEMBER 11, 2024

PROJECT:  
SUB 24 046

REVISIONS:

PAGE NO.:  
1-OF-1

**S81° 23' 15"**  
**192.09'**

EXIST. 20.00' DRAINAGE EASEMENT  
VOL. 1458, PG. 402, DEED RECORDS

LOT 1  
122125 SF  
2.80 AC

PECAN BUSINESS  
POINT, LLC  
DOC.#3397870,O.R.H.C.

N 8° 36' 45" E

10.000'

**N81**

REY  
VO

EXIST.  
(1) WATER SERVICE  
(TO BE RELOCATED IN  
NEW R.O.W.)  
(AS PER CITY OF  
McALLEN STANDARDS)

PROP. 4" SCH40  
SAN. SWR. SERVICE  
(TYP)

SAN. SWR. SERVICE  
(TYP)

58° 36' 45" W  
348.48'

4



LAI

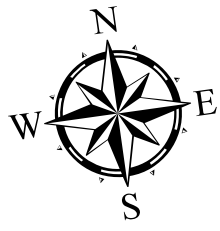
1° 23' 1

EXIST.  
WATER  
METER

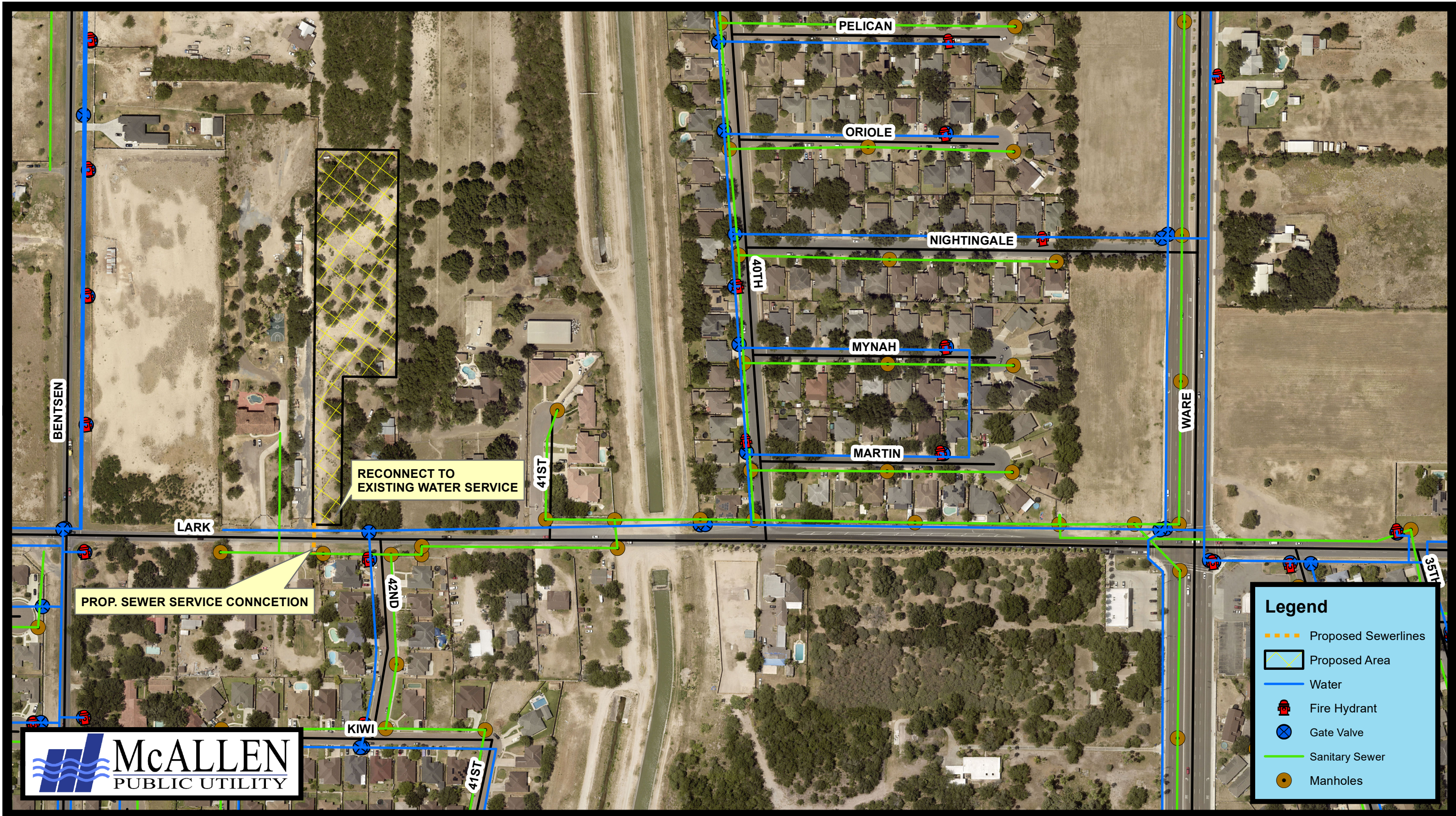
EXIST. FT  
HYDRANT

---

Y: \RDE SUBDIVISIONS 2024\SUB 24.046 - VILLANUEVA LARK\DWG\SUB 24 048\_RDE SHY + UTILITY LAYOUT.dwg RIDEELTA 12/5/2024 10:14 AM



# TREVINO SUBDIVISION





**AGENDA ITEM**

**2.d.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Approval of the Villas at Tres Lagos Phase I-A Subdivision.
2. Party Making Request:  
Rafael Balderas Jr.
3. Nature of Request: Request of MPU Board approval from the developer of the proposed subdivision.
4. Budgeted:  

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: Wastewater Reimbursement to the developer of El Pacifico for the El Pacifico Wastewater Project in the amount of \$7,964.88. Wastewater Reimbursement to MPU for participation to the El Pacifico Wastewater Project in the amount of \$2,348.38.
6. Routing:  
Rafael Balderas Jr.                      Created/Initiated - 12/5/2024
7. Staff's Recommendation: Staff recommends approval of the proposed 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:** Carlos Gonzalez, P.E., Utility Engineer  
Erika Gomez, P.E., Utility Engineer

**FROM:** Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

**DATE:** December 4, 2024

**SUBJECT:** **Villas at Tres Lagos Ph. I-A Subdivision; Consideration & Approval of the Subdivision**

---

This property is located on the north side of Tres Lagos Boulevard and approximately 650 feet east of Shary Road. It is located within the McAllen City Limits and is being proposed as R-3T residential. The tract consists of 12.235 acres and will be 63 lots for townhomes.

The subdivision application was originally filed with the City on July 11, 2024, and received preliminary P&Z approval on August 6, 2024. The information required from the developer's engineer for this agenda was received on December 4, 2024.

Utility plan/availability is described as follows:


1. **Water Service:** The property falls within the Sharyland Water Supply Corporation water CCN. The applicant will be asked to coordinate with SWSC on the water improvements. It is requested that the applicant follow the standard subdivision requirements pertaining to fire protection and be asked to coordinate with the Fire Department.
2. **Wastewater Service:** The applicant is proposing to install an 8-inch wastewater line to service the property, which would connect to an existing 8-inch wastewater line stub out along Tres Lagos Boulevard. Staff recommends that the proposed wastewater line go to-and-through the property.
3. **Reclaimed Water Service:** The applicant is proposing to install an 8-inch reclaimed waterline to service the property, which would connect to an existing stub out along Tres Lagos Boulevard. Staff recommends that the reclaimed waterline go to-and-through the property.
4. This property falls within the El Pacifico Sewer reimbursement service area and will comply with the Sewer Capacity Reservation and Reimbursement Agreement, which was executed for the Tres Lagos Area.

**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, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as recommended; 3.) Execution of a Waterline Access Agreement between the developer, SWSC, and the City; 4.) Payment of a Sewer Line Reimbursement to the Developer of El Pacifico in the amount of \$7,964.88 for the El Pacifico Sewer Project; and 5.) Payment of a Sewer Line Reimbursement to MPU in the amount of \$2,346.38 for participation to the El Pacifico Sewer Project.**

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

## MEMORANDUM

---

**Date:** December 04, 2024  
**To:** Rafael Balderas, McAllen PUB  
**CC:**  
**From:** Mario A. Reyna, P.E.   
**Subject:** Villas at Tres Lagos Phase I-A

---

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

### **WATER – SWSC**

There is an existing 8-inch water main that was extended with stub outs Villas at Tres Lagos Phase I-A. A proposed 8-inch will connect to stub out and will run within the proposed street right-of-way or dedicated easements and provide all necessary services and fire protection to the lots within said Villas at Tres Lagos Phase I-A Subdivision.

### **SANITARY SEWER- MPUB**

There is an existing 21-inch sanitary sewer line along the north side of Tres Lagos Blvd. Proposing a connection manhole and an 8-inch sanitary sewer line will be extended within the subdivision to provide services to the proposed 59 residential lots.

### **RE-USE WATER LINE- MPUB**

There is an existing 12-inch reuse main that was extended with a 6-inch reuse water with stub out at the proposed utility easement, a proposed 8-inch will connect to stub out and will run within the proposed street right-of-way or dedicated easements and provide all necessary services and fire protection to the lots within said Villas at Tres Lagos Phase I-A Subdivision.

Respectfully,



Mario A. Reyna, P.E.  
Melden & Hunt, Inc.



12/04/2024

RE: Villas at Tres Lagos Phase I-A Subdivision – Existing Water Infrastructure  
Subdivision of 12.235 acres out of section 227 and 232, Texas-Mexican Railway Company Survey according to the patent issued by the State of Texas, Recorded in Volume 4, Pages 142-143, H.C.D.R. City of McAllen, Hidalgo County, Texas.

To whom it may concern,

This letter is intended to serve as a utility (water) availability letter for the Villas at Tres Lagos Phase I-A Subdivision located in the City of McAllen Texas within the Sharyland Water Supply Corporation CCN. There is an existing 12-inch waterline along the frontage of the property on the south side of Tres Lagos Blvd. and a 12-inch waterline along the west side of N. Shary Rd.



Sincerely,

*Isidro Gutierrez*

Isidro Gutierrez,

Graduate Engineer / Development Coordinator

## 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 RHODES DEVELOPMENT, INC. hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property: VILLAS AT TRES LAGOS PHASE I-A SUBDIVISION and proposes to construct Utility Improvements as  
(Subdivision Name)  
shown On a plan designed by MELDEN & HUNT, INC dated \_\_\_\_\_, hereinafter called  
(Engineering Firm)  
the 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 \_\_\_\_\_, 2024.

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: \_\_\_\_\_

  
Brad Frisby, VP Land Development  
Rhodes Development, Inc.  
200 S. 10<sup>th</sup> Steet, Suite 1700  
McAllen, Texas 78501

**SUBDIVISION REIMBURSEMENT WORKSHEET  
VILLAS AT TRES LAGOS SUBDIVISION PH. 1**

**SEWER LINE REIMB. CALCULATIONS**

SEWER:           DEV. OF EL PACIFICO SUBDIVISION  
COST:           \$591.81 x 12.235 AC   \$7,240.80  
10% ADMIN FEE <10 YEARS           724.08

**SEWER LINE REIMBURSEMENT** **\$7,964.88**

**SEWER LINE REIMB. CALCULATIONS**

SEWER:           MPU: EL PACIFICO PARTICIPATION  
COST:           \$174.49 x 12.235 AC   \$2,134.89  
10% ADMIN FEE <10 YEARS           213.49

**SEWER LINE REIMBURSEMENT** **\$2,348.38**

**TOTAL REIMBURSEMENT DUE** **\$10,313.26**

Prepared By: RS

Date: 8/27/24

Reviewed By: Eck

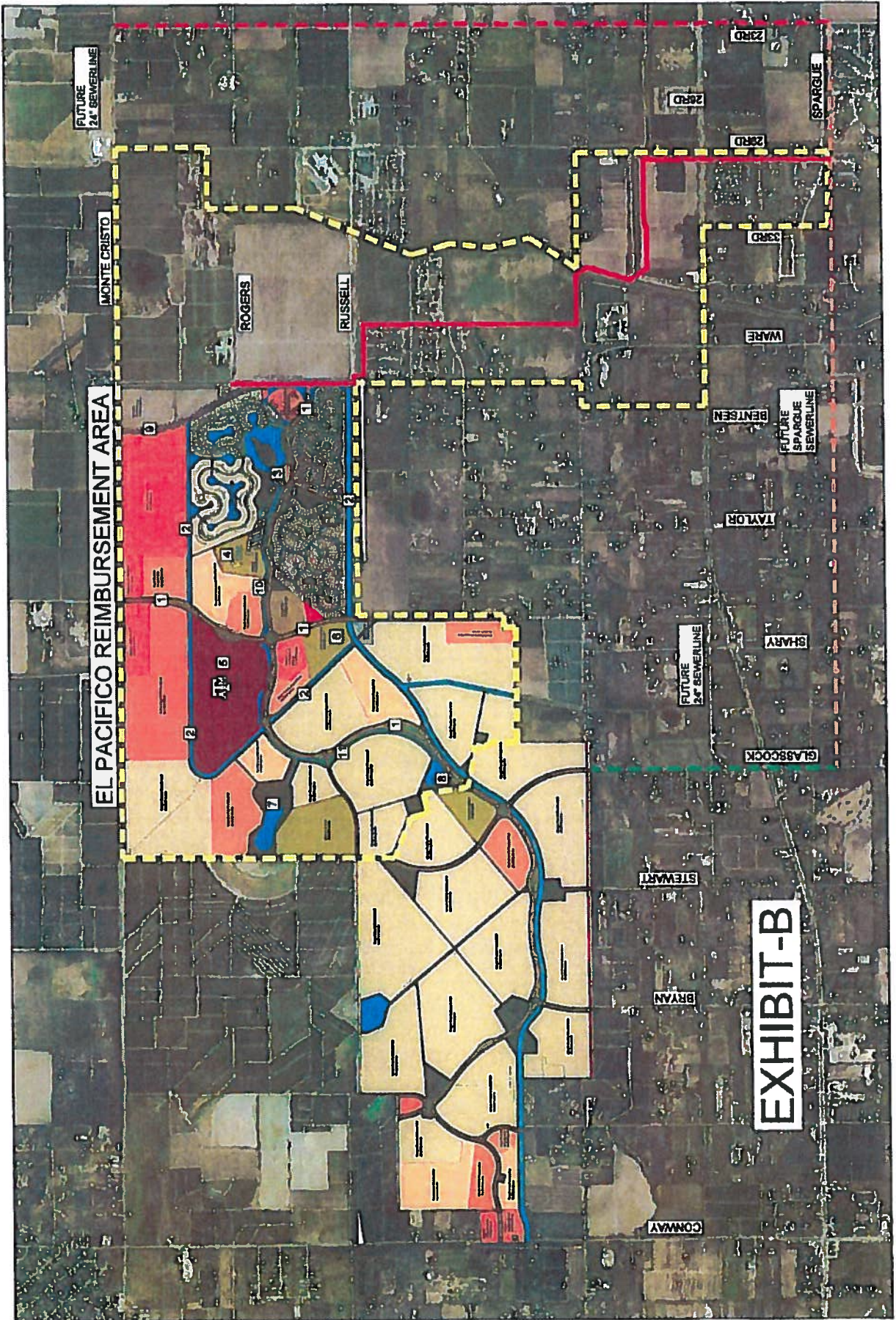
Escrows will be adjusted upon execution of Final Reimbursement Certificate

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: \_\_\_\_\_

AGREEMENT IN PLACE WITH CITY



X

# SUBDIVISION MAP OF VILLAS AT TRES LAGOS PHASE I PRIVATE SUBDIVISION

SUBDIVISION OF 12.235 ACRES  
OUT OF SECTION 227 AND 232, TEXAS-MEXICAN RAILWAY COMPANY SURVEY  
ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS,  
RECORDED IN VOLUME 4, PAGES 142-143, H.C.D.R.,  
CITY OF McALLEN, HIDALGO COUNTY, TEXAS

RHODES ENTERPRISES, INC.  
S. W.D. DOCUMENT NUMBER 2775106, H.C.D.R.

RHODES ENTERPRISES, INC.  
S. W.D. DOCUMENT NUMBER 2775106, H.C.D.R.

## LEGEND & ABBREVIATIONS

- P.O.D. #4 REBAR
- SET #4 REBAR WITH PLASTIC CAP STAMPED MELOON & HUNT
- P.O.D. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- H.C.D.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- R.O.W. - RIGHT-OF-WAY
- S.E. COR. - SOUTH-EAST CORNER
- SQ. FT. - SQUARE FEET
- U.E. - UTILITY EASEMENT DEDICATED BY THIS PLAT
- U.A.W.S. - UTILITY & WALL EASEMENT DEDICATED BY THIS PLAT
- D.E. - DRAINAGE EASEMENT DEDICATED BY THIS PLAT
- T.E. - TECHNOLOGY EASEMENT DEDICATED BY THIS PLAT
- E.E. - ELECTRICAL EASEMENT DEDICATED BY THIS PLAT
- FRONT & SW EASE - FRONT SETBACK LINE & SIDEWALK EASE
- N.T.S. - NOT TO SCALE-DETAILS
- SWWC - SHAW-WALKER WATER SUPPLY CORPORATION
- S.W.D. - SPECIAL WARRANTY DEED
- DOC. NO. - DOCUMENT NUMBER
- ROAD CENTER LINE
- CURVED SETBACK LINE
- INDICATOR FOR BEGIN AND END CURVE
- CA - COMMON AREA
- S.W. - SIDEWALK

Curve Table					
Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	30.42	125.00	91° 31' 30"	222° 58' 15"W	30.34
C2	13.27	10.00	97° 03' 30"	86° 58' 15"W	12.32
C3	37.37	1,850.00	001° 06' 00"	N75° 11' 50"W	37.37
C4	34.00	1,850.00	000° 59' 50"	N74° 00' 55"W	34.00
C5	13.26	616.00	001° 14' 00"	S70° 37' 01"E	13.26
C6	15.22	10.00	087° 14' 01"	N37° 37' 01"W	15.00
C7	15.71	10.00	090° 00' 00"	N81° 00' 00"E	14.14
C8	54.38	1,850.00	081° 35' 48"	N82° 34' 50"W	54.38
C9	34.28	1,850.00	061° 00' 30"	N81° 00' 45"W	34.28
C10	34.18	1,850.00	061° 00' 17"	N80° 00' 23"W	34.18
C11	34.14	1,850.00	061° 00' 11"	N78° 00' 00"W	34.14
C12	47.11	3,393.20	008° 47' 44"	N77° 54' 32"W	47.11
C13	26.31	175.00	008° 36' 48"	E20° 18' 25"W	26.28
C14	17.21	10.00	098° 38' 48"	N26° 41' 35"W	15.93
C15	15.71	10.00	090° 00' 00"	S28° 00' 00"E	14.14
C16	15.71	10.00	090° 00' 00"	S61° 00' 00"W	14.14
C17	17.15	584.00	001° 40' 51"	S73° 08' 51"E	17.15
C18	23.82	584.00	002° 18' 03"	S71° 08' 31"E	23.82
C19	15.71	10.00	090° 00' 00"	N81° 00' 00"E	14.14
C20	59.93	50.00	088° 40' 35"	N18° 28' 17"W	58.41
C21	250.41	80.00	248° 40' 35"	S71° 38' 43"W	99.00
C22	15.71	10.00	090° 00' 00"	S28° 00' 00"E	14.14
C23	15.71	10.00	090° 00' 00"	S61° 00' 00"W	14.14
C24	114.23	175.00	037° 25' 54"	N34° 42' 57"E	112.31
C25	23.24	10.00	127° 25' 54"	E10° 17' 03"E	17.03
C26	10.48	10.00	080° 05' 38"	N75° 57' 11"E	10.01
C27	21.89	175.00	007° 09' 15"	S52° 15' 10"W	21.84
C28	66.90	125.00	058° 48' 48"	N35° 54' 54"E	66.18
C29	15.71	10.00	090° 00' 00"	N38° 00' 00"W	14.14

CENTERLINE Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Distance
C1	91° 31' 30"	125.00	30.42	54.34	102.11
C2	97° 03' 30"	10.00	13.27	54.34	102.11
C3	001° 06' 00"	1,850.00	37.37	41.39	102.11

BOUNDARY Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Distance
"C1"	009° 02' 25"	1,850.00	273.62	137.54	273.49
"C2"	009° 31' 47"	1,850.00	225.47	163.11	225.00

Lot Area Table		
Lot #	SQ. FT.	Area
1	4,092.43	0.093
2	3,758.88	0.086
118	3,996.00	0.086
119	3,996.00	0.086
120	3,996.00	0.086
121	3,996.00	0.086
122	3,996.00	0.086
123	3,996.00	0.086
124	3,996.00	0.086
125	3,996.00	0.086
126	4,023.00	0.086
127	3,952.81	0.081
128	4,845.00	0.107
129	4,845.00	0.107
130	4,845.00	0.107
131	4,845.00	0.107
132	4,845.00	0.107
133	4,845.00	0.107
134	4,845.00	0.107
135	4,845.00	0.107
136	4,845.00	0.107
137	4,845.00	0.107
138	4,845.00	0.107
139	4,845.00	0.107
140	4,845.00	0.107
141	4,845.00	0.107
142	4,845.00	0.107
143	4,845.00	0.107
144	4,845.00	0.107
145	4,845.00	0.107

Lot Area Table		
Lot #	SQ. FT.	Area
146	4,023.00	0.092
147	3,431.81	0.125
148	3,878.38	0.084
149	3,878.38	0.084
150	3,878.38	0.084
151	3,878.38	0.084
152	3,878.38	0.084
153	3,878.38	0.084
154	3,878.38	0.084
155	3,878.38	0.084
156	3,878.38	0.084
157	3,878.38	0.084
158	3,878.38	0.084
159	3,878.38	0.084
160	3,878.38	0.084
161	3,878.38	0.084
162	3,878.38	0.084
163	3,878.38	0.084
164	3,878.38	0.084
165	3,878.38	0.084
166	3,878.38	0.084
167	3,878.38	0.084
168	3,878.38	0.084
169	3,878.38	0.084
170	3,878.38	0.084
171	3,878.38	0.084
172	3,878.38	0.084
173	3,878.38	0.084
174	3,878.38	0.084
175	3,878.38	0.084

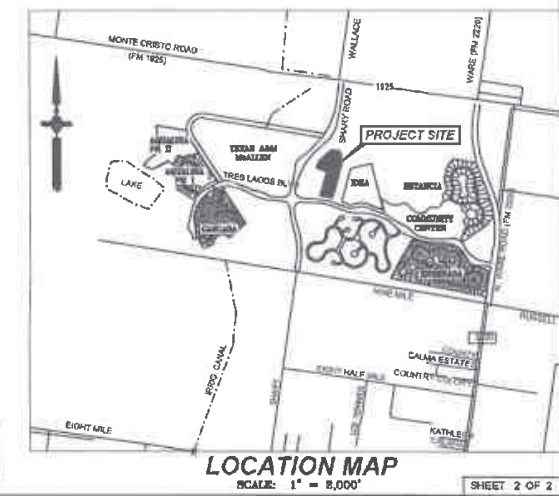
Front Setback Lines		
Line #	Length	Direction
31	20.00	N18° 02' 25"E
32	20.00	N18° 02' 25"E
33	20.00	N74° 00' 00"W
34	20.00	N74° 00' 00"W
35	20.00	N74° 00' 00"W
36	20.00	N74° 00' 00"W
37	20.00	N74° 00' 00"W
38	20.00	N74° 00' 00"W
39	20.00	N74° 00' 00"W
40	20.00	N74° 00' 00"W
41	20.00	N74° 00' 00"W
42	20.00	N74° 00' 00"W
43	20.00	N74° 00' 00"W
44	20.00	N74° 00' 00"W
45	20.00	N74° 00' 00"W
46	20.00	N74° 00' 00"W
47	20.00	N74° 00' 00"W
48	20.00	N74° 00' 00"W
49	20.00	N74° 00' 00"W
50	20.00	N74° 00' 00"W
51	20.00	N74° 00' 00"W
52	20.00	N74° 00' 00"W
53	20.00	N74° 00' 00"W
54	20.00	N74° 00' 00"W
55	20.00	N74° 00' 00"W
56	20.00	N74° 00' 00"W
57	20.00	N74° 00' 00"W
58	20.00	N74° 00' 00"W
59	20.00	N74° 00' 00"W
60	20.00	N74° 00' 00"W
61	20.00	N74° 00' 00"W
62	20.00	N74° 00' 00"W
63	20.00	N74° 00' 00"W
64	20.00	N74° 00' 00"W
65	20.00	N74° 00' 00"W
66	20.00	N74° 00' 00"W
67	20.00	N74° 00' 00"W
68	20.00	N74° 00' 00"W
69	20.00	N74° 00' 00"W
70	20.00	N74° 00' 00"W
71	20.00	N74° 00' 00"W
72	20.00	N74° 00' 00"W
73	20.00	N74° 00' 00"W
74	20.00	N74° 00' 00"W
75	20.00	N74° 00' 00"W

Common Area Table		
Lot #	SQ. FT.	Area
176	15,538.58	3.883
177	12,935.15	0.295
178	14,253.44	0.327

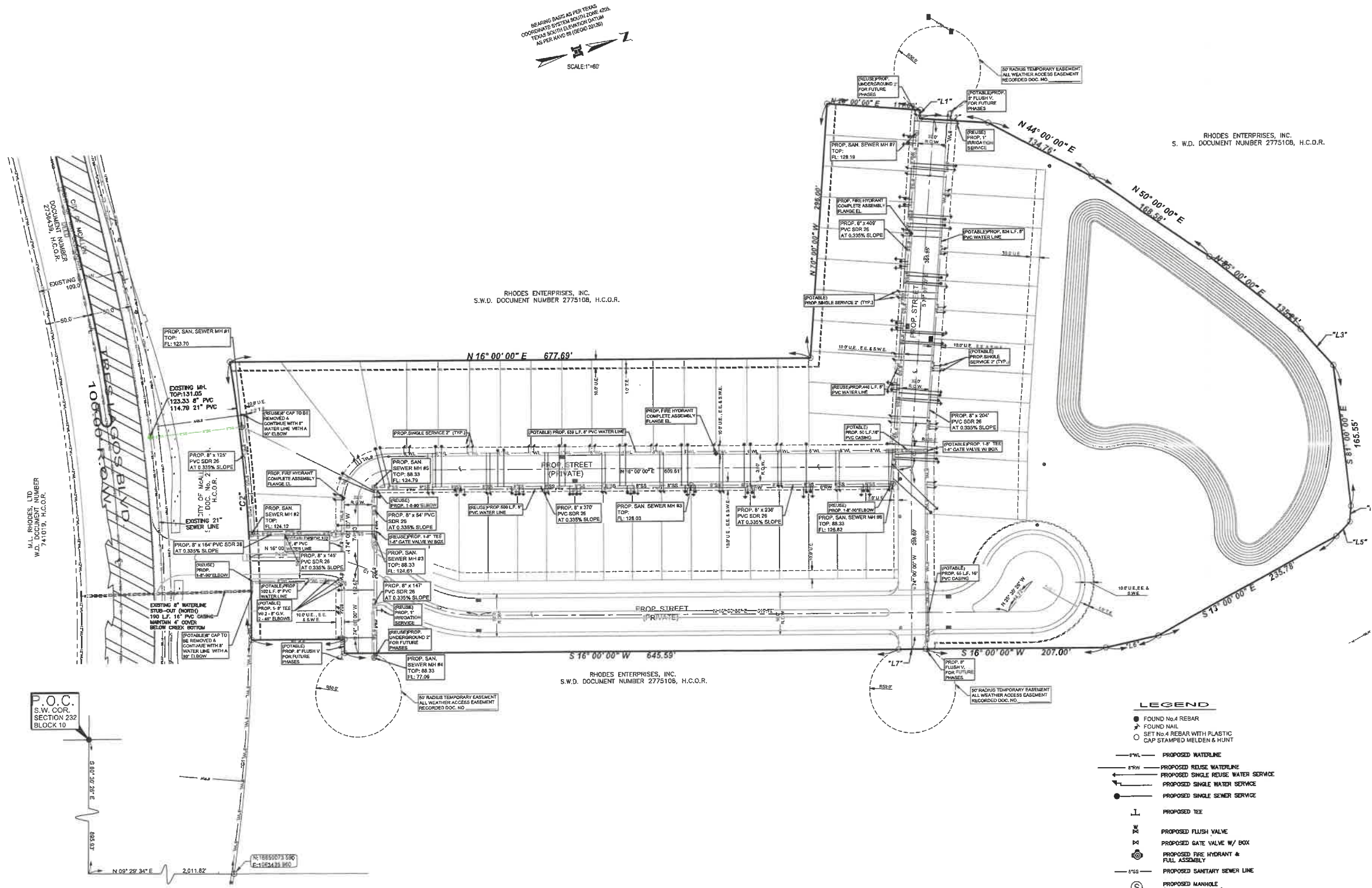
Front Setback Lines		
Line #	Length	Direction
301	23.00	N20° 00' 00"E
302	23.00	N20° 00' 00"E
303	23.00	N20° 00' 00"E
304	23.00	N20° 00' 00"E
305	23.00	N20° 00' 00"E
306	23.00	N20° 00' 00"E
307	23.00	N20° 00' 00"E
308	23.00	N20° 00' 00"E
309	23.00	N20° 00' 00"E
310	23.00	N20° 00' 00"E
311	23.00	N20° 00' 00"E
312	23.00	N20° 00' 00"E
313	23.00	N20° 00' 00"E
314	23.00	N20° 00' 00"E
315	23.00	N20° 00' 00"E
316	23.00	N20° 00' 00"E
317	23.00	N20° 00' 00"E
318	23.00	N20° 00' 00"E
319	23.00	N20° 00' 00"E
320	23.00	N20° 00' 00"E
321	23.00	N20° 00' 00"E
322	23.00	N20° 00' 00"E
323	23.00	N20° 00' 00"E
324	23.00	N20° 00' 00"E
325	23.00	N20° 00' 00"E
326	23.00	N20° 00' 00"E
327	23.00	N20° 00' 00"E
328	23.00	N20° 00' 00"E
329	23.00	N20° 00' 00"E
330	23.00	N20° 00' 00"E
331	23.00	N20° 00' 00"E
332	23.00	N20° 00' 00"E
333	23.00	N20° 00' 00"E
334	23.00	N20° 00' 00"E
335	23.00	N20° 00' 00"E
336	23.00	N20° 00' 00"E
337	23.00	N20° 00' 00"E
338	23.00	N20° 00' 00"E
339	23.00	N20° 00' 00"E
340	23.00	N20° 00' 00"E
341	23.00	N20° 00' 00"E
342	23.00	N20° 00' 00"E
343	23.00	N20° 00' 00"E
344	23.00	N20° 00' 00"E
345	23.00	N20° 00' 00"E
346	23.00	N20° 00' 00"E
347	23.00	N20° 00' 00"E
348	23.00	N20° 00' 00"E
349	23.00	N20° 00' 00"E
350	23.00	N20° 00' 00"E

BOUNDARY Line Table		
Line #	Length	Direction
"L1"	10.12	S70° 00' 00"E
"L2"	78.27	N20° 00' 00"E
"L3"	58.81	N45° 00' 00"E
"L4"	18.37	S88° 12' 11"E
"L5"	33.33	S30° 00' 00"E
"L6"	64.55	S64° 00' 00"W
"L7"	32.80	S15° 19' 23"W
"L8"	16.28	N74° 00' 00"W
"L9"	110.58	S18° 00' 00"W

Front Setback Lines		
Line #	Length	Direction
351	23.00	N20° 00' 00"E
352	23.00	N20° 00' 00"E
353	23.00	N20° 00' 00"E
354	23.00	N20° 00' 00"E
355	23.00	N20° 00' 00"E
356	23.00	N20° 00' 00"E
357	23.00	N20° 00' 00"E
358	23.00	N20° 00' 00"E
359	23.00	N20° 00' 00"E
360	23.00	N20° 00' 00"E
361	23.00	N20° 00' 00"E
362	23.00	N20° 00' 00"E
363	23.00	N20° 00' 00"E
364	23.00	N20° 00' 00"E
365	23.00	N20° 00' 00"E
366	23.00	N20° 00' 00"E
367	23.00	N20° 00' 00"E
368	23.00	N20° 00' 00"E
369	23.00	N20° 00' 00"E
370	23.00	N20° 00' 00"E
371	23.00	N20° 00' 00"E
372	23.00	N20° 00' 00"E
373	23.00	N20° 00' 00"E
374	23.00	N20° 00' 00"E
375	23.00	N20° 00' 00"E



DRAWN BY: L.H. DATE: 9/21/2024  
SURVEYED, CHECKED: DATE: \_\_\_\_\_  
FINAL CHECK: DATE: \_\_\_\_\_



JOB No.  
24108.00

REVISION

DATE

BY

PROJECT ENG.

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

ENG. TECH. L.H.

PROJECT ENG.

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

THIS DOCUMENT IS RELEASED  
UNDER THE AUTHORITY  
OF MARIO A. REYNA, P.E. 117884  
REGISTERED PROFESSIONAL  
ENGINEER IN THE STATE OF TEXAS  
TO BE USED FOR CONSTRUCTION,  
BIDDING OR PERMIT PURPOSES.

VILLAGES AT  
TRES LAGOS  
PHASE I-A  
SUBDIVISION  
McAllen, TEXAS

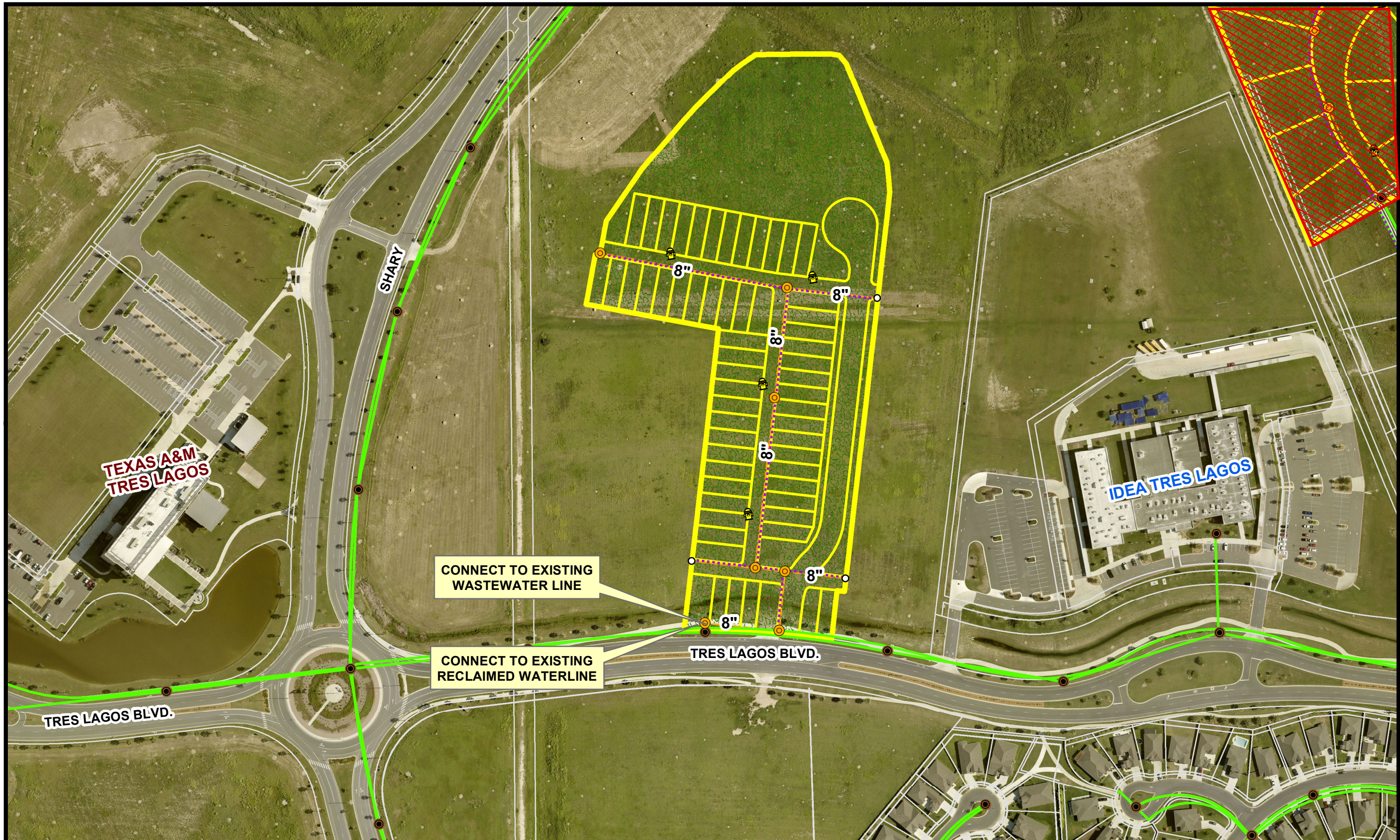
UTILITY LAYOUT

Copyright 2024 Melden & Hunt, Inc.  
All Rights Reserved.

File Name: 24108.00

SHEET 1 OF 1

C:\Development\Drawings\McAllen\24108 - Rhodes - Villages at Tres Lagos.dwg 12/2/2024 10:26:18 AM DWG To PDF.pc3





**AGENDA ITEM**

**3.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**11/27/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Depreciation Fund.
2. Party Making Request:  
Mark Vega, General Manager
3. Nature of Request: Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Depreciation Fund totaling \$2,696,025 for the various wastewater projects.
4. Budgeted:  

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement:
6. Routing:  
Maria Chavero                      Created/Initiated - 11/27/2024
7. Staff's Recommendation:
8. City Attorney: Approve. AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC

AN ORDER AMENDING THE BUDGET OF THE McALLEN PUBLIC UTILITY BOARD OF TRUSTEES FOR THE FISCAL YEAR 2024/2025 EFFECTIVE OCTOBER 1, 2024, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$2,696,025 WITHIN THE WASTEWATER DEPRECIATION FUND FOR VARIOUS WASTEWATER PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the McAllen Public Utility Board of Trustees of the City of McAllen, Texas annually adopts its budget and submits to the City Commission which incorporates such budget in the overall budget for the City by ordinance.

WHEREAS, McAllen Public Utility Board of Trustees by ordinance of the City Commission providing for the creation of the McAllen Public Utility Board of Trustees, has the authority to manage and control the McAllen Public Utility, including control over fiscal matters of the Public Utility Board and therefore, it is not necessary that the City Commission approve the budget of the McAllen Public Utility Board of Trustees, and henceforth the McAllen Public Utility Board of Trustees will approve its budget and all amendments thereto by order which shall be filed along with the City Budget under the provisions of the Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES OF THE CITY OF McALLEN, TEXAS, THAT:

SECTION I: The Budget for the McAllen Public Utility Board of Trustees for the Fiscal Year 2024/2025 which became effective October 1, 2024, on file with the Board's Secretary, is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The General Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo

County, Texas.

SECTION III: This Order shall be effective after its passage and execution in accordance with the law.

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

CONSIDERED, PASSED and APPROVED this 12<sup>th</sup> day of December 2024, at a meeting of the of the McAllen Public Utility Board of Trustees of the City of McAllen, Texas, at which a quorum was present, and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this \_\_\_\_\_ day of December 2024.

McALLEN PUBLIC UTILITY  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
Charles Amos, Chairman

ATTEST:

By: \_\_\_\_\_  
Cynthia Salinas, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Austin Stevenson, City Attorney





**AGENDA ITEM**

**3.b.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**11/27/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Capital Improvement Fund.
2. Party Making Request:  
Mark Vega, General Manager
3. Nature of Request: Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2024-2025 for an increase in expenditures within the Wastewater Capital Improvement totaling \$1,264,161 various wastewater projects and improvements other than buildings.
4. Budgeted:  


Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement:
6. Routing:  
Maria Chavero                      Created/Initiated - 11/27/2024
7. Staff's Recommendation:
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;  
Maria Chavero, Director of Utility Finance

CC: JJ Rodriguez, Asst General Manager

FROM: David Garza, Director of Wastewater Systems 

DATE: November 21, 2024

SUBJECT: Budget Amendment for Reclaimed Water Meters purchase

---

Due to an increase in cost of 1" reclaimed water meters starting January 2025, I am requesting a budget amendment for **account #480-4106-446-66-30-000000** in the amount of **\$169,857** to buy an additional 900 meters at the current price at \$188.73 versus January 2025 cost at \$248.53. This quantity of meters should be enough for the next three years for Tres Lago growth and using the current cost will save us approximately \$53,820.

If you have any questions, or need more information, please let me know.

AN ORDER AMENDING THE BUDGET OF THE McALLEN PUBLIC UTILITY BOARD OF TRUSTEES FOR THE FISCAL YEAR 2024/2025 EFFECTIVE OCTOBER 1, 2024, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$1,264,161 WITHIN THE WASTEWATER CAPITAL IMPROVEMENT FUND FOR VARIOUS WASTEWATER PROJECTS AND IMPROVEMENTS OTHER THAN BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the McAllen Public Utility Board of Trustees of the City of McAllen, Texas annually adopts its budget and submits to the City Commission which incorporates such budget in the overall budget for the City by ordinance.

WHEREAS, McAllen Public Utility Board of Trustees by ordinance of the City Commission providing for the creation of the McAllen Public Utility Board of Trustees, has the authority to manage and control the McAllen Public Utility, including control over fiscal matters of the Public Utility Board and therefore, it is not necessary that the City Commission approve the budget of the McAllen Public Utility Board of Trustees, and henceforth the McAllen Public Utility Board of Trustees will approve its budget and all amendments thereto by order which shall be filed along with the City Budget under the provisions of the Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES OF THE CITY OF McALLEN, TEXAS, THAT:

SECTION I: The Budget for the McAllen Public Utility Board of Trustees for the Fiscal Year 2024/2025 which became effective October 1, 2024, on file with the Board's Secretary, is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The General Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo

County, Texas.

SECTION III: This Order shall be effective after its passage and execution in accordance with the law.

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

CONSIDERED, PASSED and APPROVED this 12<sup>th</sup> day of December 2024, at a meeting of the of the McAllen Public Utility Board of Trustees of the City of McAllen, Texas, at which a quorum was present, and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this \_\_\_\_\_ day of December 2024.

McALLEN PUBLIC UTILITY  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
Charles Amos, Chairman

ATTEST:

By: \_\_\_\_\_  
Cynthia Salinas, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Austin Stevenson, City Attorney



## BUDGET AMENDMENT REQUEST FORM

**FUND:** WW Capital Improvement  
**DEPARTMENT:** Capital Outlay / Infrastructure  
**FISCAL YEAR:** 2024-2025

To be assigned by Treasury Management Dept.	
REVIEW BY	
DATE OF ENTRY	
ENTRY MADE BY	
JOURNAL ENTRY	
ORDINANCE NO.	
INTRANET CROSS FUND CAPITAL IMPRV PROJECT LISTING UPDATE	

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
480	8708	446	66-36	IS0101	Capital outlay / Line Oversize/Participation	\$ 250,000	648,279	\$ 898,279
480	8708	446	66-36	IS2205	Capital outlay / Tres Lagos Reclaimed Water Elevated Tower - Engineering	\$ 30,000	86,025	116,025
480	8708	446	66-36	IS2304	Capital outlay / Tres Lagos Reclaimed Water Elevated Tower - Construction	\$ 2,651,203	200,000	2,851,203
480	8708	446	66-36	IS2101	Capital outlay / Shary Rd Utility Adjust (Pioneer Force Main)	\$ -	160,000	160,000
								-
TOTALS						\$ 2,931,203	\$ 1,094,304	\$ 4,025,507

(Round up all amounts to the nearest hundred dollars)

### JUSTIFICATION:

Rebudget amendment - funds not disbursed as anticipated in fy 23-24.  
IS0101 - Participation Commitments.  
IS2205 - Ongoing construction project.  
IS2304 - Ongoing construction project.  
IS2101 - Rebudget \$20,497 from fy24 and additional \$139,503 for project completion.

### General Manager

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Treasury Management Dept.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Department Head

Signature \_\_\_\_\_ Date \_\_\_\_\_



## BUDGET AMENDMENT REQUEST FORM

**FUND:** WW Capital Improvement  
**DEPARTMENT:** Capital Outlay / Wastewater Collections  
**FISCAL YEAR:** 2024-2025

To be assigned by Treasury Management Dept.

REVIEW BY

DATE OF ENTRY

ENTRY MADE BY

JOURNAL ENTRY

ORDINANCE NO.

INTRANET CROSS FUND CAPITAL  
IMPRV PROJECT LISTING UPDATE

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
480	4106	446	66-30	000000	Capital outlay / Improvements other than Bldgs.	\$ 126,061	169,857	\$ 295,918
TOTALS						\$ 126,061	\$ 169,857	\$ 295,918

(Round up all amounts to the nearest hundred dollars)

### JUSTIFICATION:

Request to purchase 900 additional reclaimed water meters for the Wastewater Collections department before price increases in Jan 2025.

### General Manager

Signature

Date

### Treasury Management Dept.

Signature

Date

### Department Head

Signature

Date



**AGENDA ITEM**

**4.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**11/20/2024**

**MEETING DATE**

**12/12/2024**


1. Agenda Item: Consideration and Action to purchase a 6" Gorman Rupp portable pump and trailer from Zone Industries through Buyboard contract #672-22.
2. Party Making Request:  
David Garza, Director Wastewater Systems
3. Nature of Request: Purchase of 6" GR portable pump and trailer. (Project No. 12-24-P17-01)
4. Budgeted:                      yes

Bid Amount:	<u>\$76,143.80</u>	Budgeted Amount:	<u>\$97,740</u>
Under Budget:	<u>\$21,596.62</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$21,596.62</u>
5. Reimbursement:
6. Routing:  
David Garza                      Created/Initiated - 11/20/2024  
Gerardo Noriega                Final Approval - 12/3/2024
7. Staff's Recommendation: Staff recommends purchasing GR 6" portable pump and trailer from Zone Industries.
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: November 27, 2024

SUBJECT: Purchase of Gorman Rupp 6" Portable Backup Pump through  
Buyboard Contract#672-22

---

The McAllen Public Utility Wastewater Systems budgeted \$97,740 to purchase 6" portable pump for our lift stations as a backup pump. Staff is recommending the purchase from Zone Industries in Edinburg, TX., a Gorman Rupp 6" Diesel Driven Pump with trailer through Buyboard contract# 672-22 in the amount of \$76,143.80 which includes freight.

### **Recommendation**

**Staff recommends purchasing Gorman Rupp 6" portable pump with trailer from Zone Industries.**

If you have any questions or need additional information, please do not hesitate to contact me. Thank you.

ZONE INDUSTRIES, LLC  
PO Box 73149  
Houston, TX 77273  
956-378-9270



QUOTATION

Order Number	
10015524	
Order Date	Page
11/27/2024 10:56:08	1 of 5
Quote Number	
Inside Sales	Willie Mata
Email	wmata@zoneindustries.com
Account Mgr	Priscilla Dominguez
Email	pdominguez@zoneindustries.com

Quote Expires On: 12/27/2024

Bill To:

McAllen City of  
1300 Houston Ave  
Attn: Accounts Payable  
McAllen, TX 78501

Ship To:

McAllen City of  
ATTN: Accounts Payable  
1300 Houston Ave  
McAllen, TX 78501

956-681-1000

BuyBoard Contract # 672-22

Requested By: AP Contact

Customer ID: 11077

PO Number					Ship Route	Inside Sales		
PA6A60-4045T S5						WILLIE.MATA		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		

Delivery Instructions: shipping & handling

1.00	0.00	1.00	EA		PA6A60-4045T S5	EA	66,015.90	66,015.90
				1.0	6" PA SERIES W/ DEERE ENGINE	1.0		
					Gorman Rupp			
					List Price \$ 73,351.00			
1.00	0.00	1.00	EA		DIESEL PACKAGE TRAILER	EA	7,677.90	7,677.90
				1.0	Diesel Package Trailer	1.0		
					Gorman Rupp			
					HWY Trailer List Price \$ 8531.00			

Total Lines: 2

SUB-TOTAL: 73,693.80

TAX: 0.00

FREIGHT: 2,450.00

AMOUNT DUE: 76,143.80

U.S. Dollars

## **ZONE INDUSTRIES LLC - TERMS AND CONDITIONS**

1. **Construction and Legal Effect:** Zone Industries, LLC shall hereinafter be referred to as "ZONE", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services (collectively, the "Goods") from ZONE, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. ZONE's sales to CUSTOMER are limited to and expressly made conditional on CUSTOMER's assent to these Terms and Conditions ("Terms"). The issuance of a purchase order by CUSTOMER or CUSTOMER's acceptance of the Goods and/or services or payment for the Goods and/or services shall operate as acceptance by CUSTOMER of these Terms. ZONE hereby objects to any terms or conditions at variance with, different from or additional to the Terms stated herein unless such terms and conditions are hereafter set forth in a writing signed by ZONE. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of ZONE.

2. **Credit:** ZONE reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. Credit will be extended by ZONE to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided ZONE are true and correct. ZONE is authorized to check CUSTOMER's credit background. The amount of credit extended to CUSTOMER will be determined by ZONE and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER's credit limit. All amounts charged to the open account are CUSTOMER's responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER's account. Unless CUSTOMER notifies ZONE in writing within five (5) days of any unauthorized use of CUSTOMER's credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER's account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.

3. **Payments:** Payment of amounts due hereunder shall be made by CUSTOMER to ZONE net thirty (30) days after shipment date. ZONE, at its sole discretion, may offer early payment discounts to customers based on the customer's credit history and payment history with ZONE. ZONE reserves the right at any time to alter or suspend credit, or to change credit terms provided herein, when in its sole opinion CUSTOMER's financial condition so warrants. ZONE further reserves the right to amend the timing of payments if necessary due to vendor payment requirements. Failure to pay an invoice at due date, at ZONE's election, makes all subsequent invoices immediately due and payable, irrespective of terms, and ZONE may withhold all subsequent deliveries under all outstanding orders until full payment is received. Any payment not made when due shall be subject to interest to be paid by CUSTOMER at the lesser of 1.5% per month or the highest rate permissible under applicable law. CUSTOMER agrees to notify ZONE in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. In the event of insolvency of CUSTOMER, default in payment or repudiation by CUSTOMER, or any breach of the terms of this agreement, ZONE shall have the right to stop delivery of the Goods and CUSTOMER shall be liable to ZONE for any and all liabilities incurred by ZONE as a result thereof including, but not limited to liabilities to third parties, collection costs, attorneys' fees, and any associated costs incurred by ZONE.

4. **Price:** CUSTOMER shall purchase the Goods from ZONE at the price(s) (the "Price") set forth in the purchase order or invoice issued by ZONE. All Prices are exclusive of all Federal, State or local sales, use and excise taxes, and any other similar taxes, duties and charges of any kind on any amounts payable by CUSTOMER. CUSTOMER shall be responsible for all such charges, costs, and taxes; provided, that, CUSTOMER shall not be responsible for any taxes imposed on, or with respect to, ZONE's income, revenue, gross receipts, or commercial activity.

5. **Action for Breach:** Any action by CUSTOMER arising out of or relating to this agreement must be commenced within one (1) year after the cause of action has accrued.

6. **Warranty and Limitation of Liability:** ZONE warrants solely to CUSTOMER only that Goods and services furnished hereunder shall conform to applicable specifications, and no other warranty, except of title, shall be implied. Provided that CUSTOMER gives notice in accordance with Article 13 below, if Goods sold hereunder fail to conform to applicable specifications, demonstrated to ZONE's satisfaction to have existed at the time of departure from ZONE's plant, ZONE, reserving the right to inspect Goods, shall, at ZONE's option, replace at ZONE's expense F.O.B. CUSTOMER's plant or give CUSTOMER credit for Goods determined by ZONE to be non-conforming. ZONE shall not be obligated to replace or provide credit for Goods that shall have been subjected to alteration, contamination, improper maintenance or storage, misapplication, misuse, negligence or accident during or after shipment from ZONE's plant or to Goods to which CUSTOMER's tests used an unrepresentative sample. The remedy set forth in this Article 5 shall be the sole and exclusive remedy available to CUSTOMER for breach of warranty. In no event shall CUSTOMER's remedy exceed the purchase price of the non-conforming Goods or services, plus any transportation costs paid by ZONE to supply replacement Goods to CUSTOMER as described above in this Article 5.

No employee or agent of ZONE is authorized to make any warranty, statement, promise or understanding other than that which is specifically set forth in this Article 5. The provisions in any Technical Data sheet issued by ZONE or attached hereto are descriptive only and are not warranties or representations.

THE WARRANTIES SET FORTH IN THIS ARTICLE 5 ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS AND SERVICES SOLD HEREUNDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED AND SHALL NOT APPLY.

If the Goods sold hereunder are resold by CUSTOMER, without any alteration or processing by CUSTOMER or incorporation into any of CUSTOMER's products, CUSTOMER agrees to include in the agreement for resale provisions which limit recoveries against ZONE in accordance with this Article 5.

In no event shall ZONE be liable for any direct, indirect, special, consequential or incidental damages under this agreement (including but not limited to any such damages arising out of late, partial and/or non delivery, the sale, use, furnishing of Goods, or suitability for general or particular use). CUSTOMER is solely responsible for determining suitability for use and ZONE shall in no event be liable in this respect. The giving or failure to give advice, recommendations or safety warnings of any character by ZONE shall not impose any liability upon ZONE.

Should CUSTOMER breach any of the duties and warranties set forth within this Article 5, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS from and against any and all liability, claims, and suits of any third party including but not limited to employees or insurers of CUSTOMER, in any way, in whole or in part, alleged to have arisen out of exposure to or use of Goods supplied by ZONE. Further, upon acceptance of Goods and services supplied by ZONE or in the absence of any written notice of nonconformity of such Goods as set forth in Article 13 below, CUSTOMER AGREES TO FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS from and against any and all liability, claims, and suits it may possess or that may be asserted against ZONE by any third party (including but not limited to contractors, subcontractors or property owners who have purchased, installed or otherwise used products or services of CUSTOMER or have had such products incorporated into their property or products, or insurers of any of such parties or of the CUSTOMER) in any manner arising in whole or in part, out of the production, marketing, distribution, sale, installation, use or deficiencies of any products of the CUSTOMER produced using the Goods supplied by ZONE. The provisions of this Article 5 shall survive the expiration, or earlier termination as provided herein, of this agreement.

7. **Indemnity:** CUSTOMER will release, hold harmless, indemnify and defend ZONE from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and costs resulting from the design of Goods supplied by ZONE

8. **Delivery:** Delivery and shipment dates are estimated dates only and are not guaranteed. In estimating such dates, no allowance has been made nor shall ZONE be liable for any damages, losses, penalties, whether direct, indirect, special, incidental or consequential, resulting from ZONE's failure or delay in performing, carriers' failure or delay in performing or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining Goods, acts of government affecting ZONE directly or indirectly, bad weather, or any causes beyond ZONE's control, or causes designated as acts of God or force majeure by any statute or court of law. In the event any failure or delay to ship Goods continues for a period of ninety consecutive days, CUSTOMER may cancel its order for the subject Goods upon three days' written notice to ZONE.

9. **Shipping:** Unless CUSTOMER specifies otherwise in writing: (a) Goods will be shipped as ZONE may deem proper, and (b) routing and manner of shipment will be at ZONE's discretion. If special routing instructions are given, CUSTOMER agrees to pay additional handling and transportation charges, if any. Title and risk of loss passes to CUSTOMER upon delivery of the Goods to CUSTOMER or when the Goods otherwise leave the care, custody and control of ZONE. CUSTOMER shall be solely responsible for maintaining any insurance against loss or damage in shipment. ZONE shall not be liable for loss, damage, detention, delay or completion of an order due to acts of God, acts of terrorism, war, riots, civil insurrection, strikes, work stoppages, fires, accidents, acts of civil or military authority including governmental laws, embargoes, orders, priorities, or regulations, delay in transportation, shortages, delay by suppliers of materials, or any other causes whatsoever beyond the reasonable control of ZONE.

10. **Security Interest:** ZONE reserves a purchase money security interest in the Goods sold hereunder and the proceeds thereof, in the amount of the Price. In the event of default by CUSTOMER on any of its payment obligations to ZONE, ZONE will have the right to repossess the Goods sold hereunder that have not been paid for without liability to CUSTOMER or any third party in possession of such Goods, if not CUSTOMER. In such event, CUSTOMER agrees to make the Goods available to ZONE so that ZONE can repossess them without a breach of the peace. This security interest will be satisfied by payment in full. ZONE may file a financing statement to perfect ZONE's security interest, provided that ZONE terminates any such financing statements once the Goods are paid for. CUSTOMER shall cooperate fully with ZONE to execute such other documents and to accomplish such filings and/or recordings thereof as ZONE may deem necessary for the protection of ZONE's interests in the Goods furnished hereunder.

11. **Termination:** ZONE may by written notice to CUSTOMER terminate the whole or any part of this agreement in any one of

the following circumstances: (1) if CUSTOMER fails to remit payment within the time specified herein or any extension thereof authorized by ZONE; or (2) if CUSTOMER fails to perform any of the other provisions of this agreement so as to endanger performance of this agreement in accordance with its terms; or (3) if CUSTOMER becomes insolvent, or engages in any act which reasonably causes the ZONE to deem itself insecure. ZONE shall not by reason of such termination be liable to CUSTOMER for any compensation, reimbursement, or damages including, in particular, but not limited to any direct, indirect, special, incidental or consequential damages or losses whatsoever, on account of expenditures, investments, or commitments.

**12. Cancellations:** CUSTOMER may not cancel any order of Goods without ZONE's express, written consent. Immediately upon the cancellation of an order, ZONE shall stop all performance hereunder and CUSTOMER must pay to ZONE an amount equal to those reasonable and documented costs incurred by ZONE prior to cancellation plus a cancellation fee equal to 25% of the purchase price; provided, however, that the above amount plus any prior payments shall in no event exceed the purchase price of the Goods. All Goods completed or partially completed prior to cancellation shall become the property of CUSTOMER, or at CUSTOMER's option, the salvage value of the Goods may be deducted from the amount due ZONE by reason of the cancellation. Unused Goods, processed material or specially manufactured Goods not normally carried in ZONE's inventory may not, under any circumstances, be returned for salvage value./

**13. Assignment:** The rights and obligations of CUSTOMER hereunder may not be assigned without the prior written consent of ZONE. Any purported assignment without ZONE's prior written consent shall be void and of no force and effect.

**14. Non-Waiver:** Any failure by ZONE to require full payment or strict performance by CUSTOMER of any of the provisions herein or to exercise any right or remedy hereunder, shall not waive or diminish ZONE's right thereafter to demand strict compliance therewith or with any other provision or to exercise any such right or remedy. Waiver of any default shall not waive any other default.

**15. Applicable Law:** This agreement shall be governed by and construed under the laws of the State of Texas, notwithstanding the principles, if any, that would otherwise govern the choice of applicable law. If legal action is brought to enforce this agreement, Harris County, Texas, shall be the exclusive jurisdiction and legal venue for said action, unless ZONE initiates said legal action is brought to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Texas Civil Code or Code of Civil Procedure in order for ZONE to enforce such statutory rights

**16. Claims:** It shall be the duty of CUSTOMER to thoroughly inspect the Goods purchased from ZONE. All claims of any nature relating to the Goods subject to this agreement, including but not limited to claims of defect in Goods, non-conformity or discrepancy in quantity or delivery date, shall be made in writing to ZONE within fifteen (15) days of receipt of such Goods by CUSTOMER. Failure to make any such written claim within the above-prescribed period shall constitute waiver of any such claims and shall be deemed acceptance of such Goods, quantities or delivery dates.

**17. Nondisclosure:** In consideration of the disclosure of Proprietary and Confidential information by the parties to each other, both parties agree that the information relating to requirements, processes, specifications, schedules, materials, financial data and pricing exchanged between parties is hereby designated as Proprietary and Confidential whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Sales and may not be disclosed or copied unless authorized in advance by the other party in writing. Upon request, each party shall promptly return all Proprietary and Confidential materials received from the other party. Either party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the other party at the time of disclosure; or (c) rightfully obtained by the other on a nonconfidential basis from a third party.

**18. Force Majeure:** ZONE will not be liable for failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, or fires, floods or other acts of God, acts or omissions of CUSTOMER, priorities required, requested, or granted for the benefit of the national or any local government, restrictions imposed by national or local legislation or regulations, or any cause, whether similar or dissimilar to those enumerated in this section, including without limitation cease of production/operation by a vendor or other company due to economic hardship, which is beyond the control of ZONE.

**19. Intellectual Property:** ZONE shall retain sole ownership of all right, title, and interest in and to all its intellectual property, including, without limitation, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, the "Intellectual Property"), and no licenses to any Intellectual Property are created hereunder.

**20. Relationship of the Parties:** The relationship between ZONE and CUSTOMER is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the ZONE and CUSTOMER.

**21. Authorized Representative:** CUSTOMER hereby represents and warrants that its signatory to these Terms is a duly authorized representative with the authority to bind CUSTOMER to these Terms.

**22. Electronic Signatures:** An “electronic signature” is any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed or adopted by a person with the intent to sign such document. The use of electronic signatures (including, without limitation, through DocuSign and AdobeSign) to execute these Terms shall be of the same legal effect, validity and enforceability as a manually executed signature to the fullest extent permitted by Texas law or other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

**23. Acceptance / Enforceability of Copies:** CUSTOMER agrees that ZONE may, at ZONE’S sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to ZONE, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to ZONE. CUSTOMER, and Guarantor (if applicable), consent to ZONE’s use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of ZONE provides prior written consent thereto.

By signing and returning this Credit Application and Agreement, CUSTOMER certifies and agrees as follows: (i) The information contained herein is true and correct; (ii) CUSTOMER authorizes ZONE, at any time and from time to time so long as CUSTOMER does business with ZONE, to obtain credit reports about CUSTOMER and to obtain credit information from banks or others with whom CUSTOMER has dealt. CUSTOMER authorizes all references named herein to release credit information to ZONE. The authorized individual signing on behalf of CUSTOMER, recognizing that his or her individual credit history may be a factor In evaluation of the credit history of the CUSTOMER, hereby consents to and authorizes the use of a consumer credit report on such individual, from time to time, so long as CUSTOMER does business with ZONE; (iii) CUSTOMER agrees to furnish such additional information as ZONE may request to warrant future extensions of credit or to enable ZONE to perfect liens or to recover upon any bond issued for its protection; (iv) CUSTOMER agrees that all purchases will be made under the Terms and Conditions set out herein; and (v) CUSTOMER agrees that ZONE may, for any reason and at any time, elect to terminate any credit that is extended to the CUSTOMER or modify the conditions under which credit is to be extended. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

**CUSTOMER:**

**Print Name:**

**Signature:**

**Title:**

**Date:**



VARIOUS PATENTS APPLY

# Priming Assisted Centrifugal Pump w/Autostart Model PA6C60-4045T S5 Size 6" x 6"



Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance			
P.S.I.	Feet				
63.3	146	200	200	200	200
60.7	140	400	400	400	400
52.0	120	820	1000	1000	1000
43.4	100	960	1380	1420	1420
34.7	80	1040	1500	1770	1770
26.0	60	1100	1510	1815	2050
17.4	40	1140	1505	1820	2120
8.7	20	1200	1550	1820	2150
Suction Lift		25'	20'	15'	10'

## PUMP SPECIFICATIONS

**Size:** 6 x 6" (152 mm x 152 mm) Flanged.

**Casing:** Ductile Iron 65-45-12.

**Maximum Operating Pressure:** 99 psi (683 kPa).\*

**Open Type, Two Vane Impeller:** Ductile Iron 65-45-12.

**Handles:** 3" (76.2 mm) Diameter Spherical Solids.

**Impeller Shaft:** Stainless Steel 17-4 PH.

**Replaceable Wear Plate:** Ductile Iron 80-60-03.

**Bearing Housing:** Gray Iron 30.

**Seal Plate:** Gray Iron 30.

**Seal:** Mechanical, Oil-Lubricated, Silicon Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).\*

**Shaft Sleeve:** Stainless Steel 17-4 PH.

**Priming Chamber:** Gray Iron 30 Housing w/Stainless Steel Float and Linkage.

**Discharge Check Valve:** Ductile Iron Housing w/Buna-N Flapper.

**Radial/Thrust Bearings:** Open Double Ball.

**Bearing Lubrication:** SAE 30 Non-Detergent Oil.

**Gaskets:** Resistant Synthetic Rubber, Cork, PTFE, Vegetable Fiber, and Compressed Synthetic Fibers.

**O-Rings:** Buna-N.

**Hardware:** Standard Plated Steel.

**Bearing and Seal Cavity Oil Level Sight Gauges.**

\*Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

**Standard Equipment:** Gear-Driven Air Compressor. Hoisting Bail. Combination Skid Base w/Fuel Tank. [Single Ball Type Float Switch](#). [Full Feature Control Panel](#) \*\*

**Optional Equipment:** Battery. Skid Drag Base Kit. NPT Suction and Discharge Flange Kits. High Speed (55 MPH/89 KM/H) Single Axle Pneumatic-Tired Wheel Kit w/wo DOT-Approved Lights and Electric Brakes. [Tandem Axle Over-the-Road Trailer](#) (Meets DOT Requirements) Available w/Either Electric or Hydraulic Surge Brakes, Running Lights, Jack Stands and Safety Cables/Chains. Liquid Level Transducer.

\*\*50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.



SHOWN WITH OPTIONAL WHEEL KIT



## ENGINE SPECIFICATIONS

**Model:** John Deere 4045T.

**EPA Tier:** Stage 5.

**Type:** Turbocharged Four Cylinder, Diesel Engine w/Air Compressor.

**Displacement:** 275 Cu. In. (4.5 liters).

**Lubrication:** Forced Circulation.

**Air Cleaner:** Dry Type.

**Fuel Tank:** 102 U.S. Gals. (386 liters).

**Full Load Operating Time:** 27.2 Hrs.

**Starter:** 12V Electric.

**Standard Features:** Muffler w/Guard and Weather Cap, DOC/DPF Exhaust After-Treatment System.

**Engine Control Features:** Padlockable Box with Throttle Control, Tachometer, Coolant Temperature, Oil Pressure, Voltage and Overstart Indicators/Shut-downs. Manual/Stop/Auto Keyswitch. Audible Startup Warning Delay. Fuel Level Display/Alarm/Shutdown Electronic Fuel Level Sensor.

## JOHN DEERE PUBLISHED PERFORMANCE:

Maximum Net Continuous BHP  
74 (55 kW) @ 2400 RPM



GORMAN-RUPP PUMPS

[www.grpumps.com](http://www.grpumps.com)

Specifications Subject to Change Without Notice

Printed in U.S.A.

## Specification Data

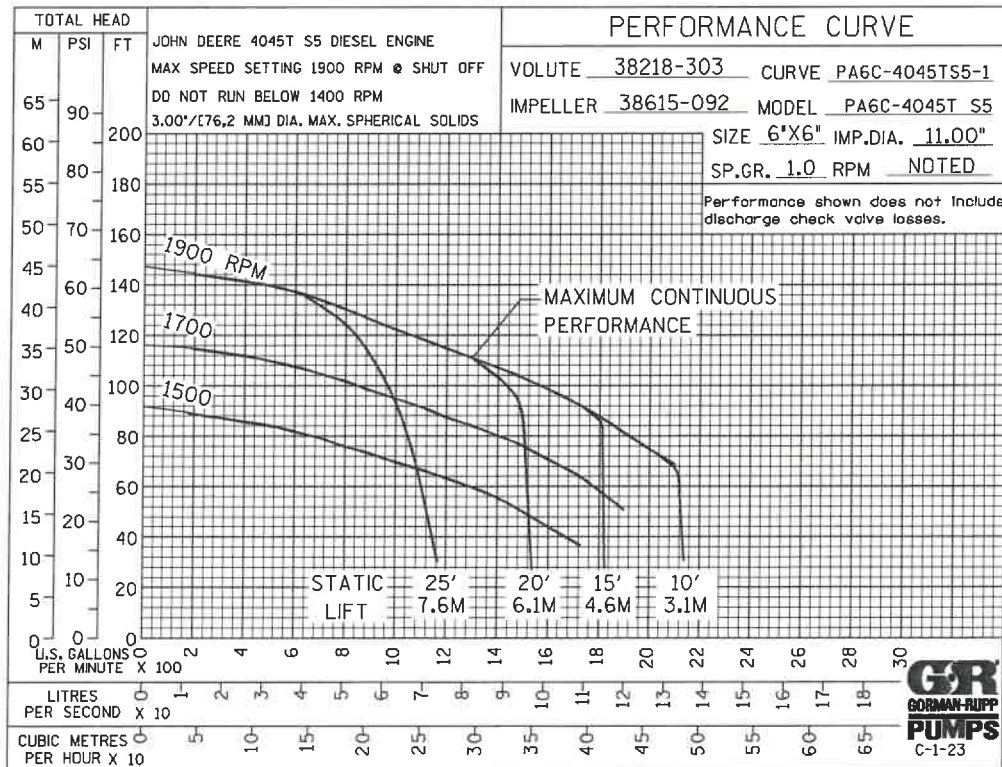
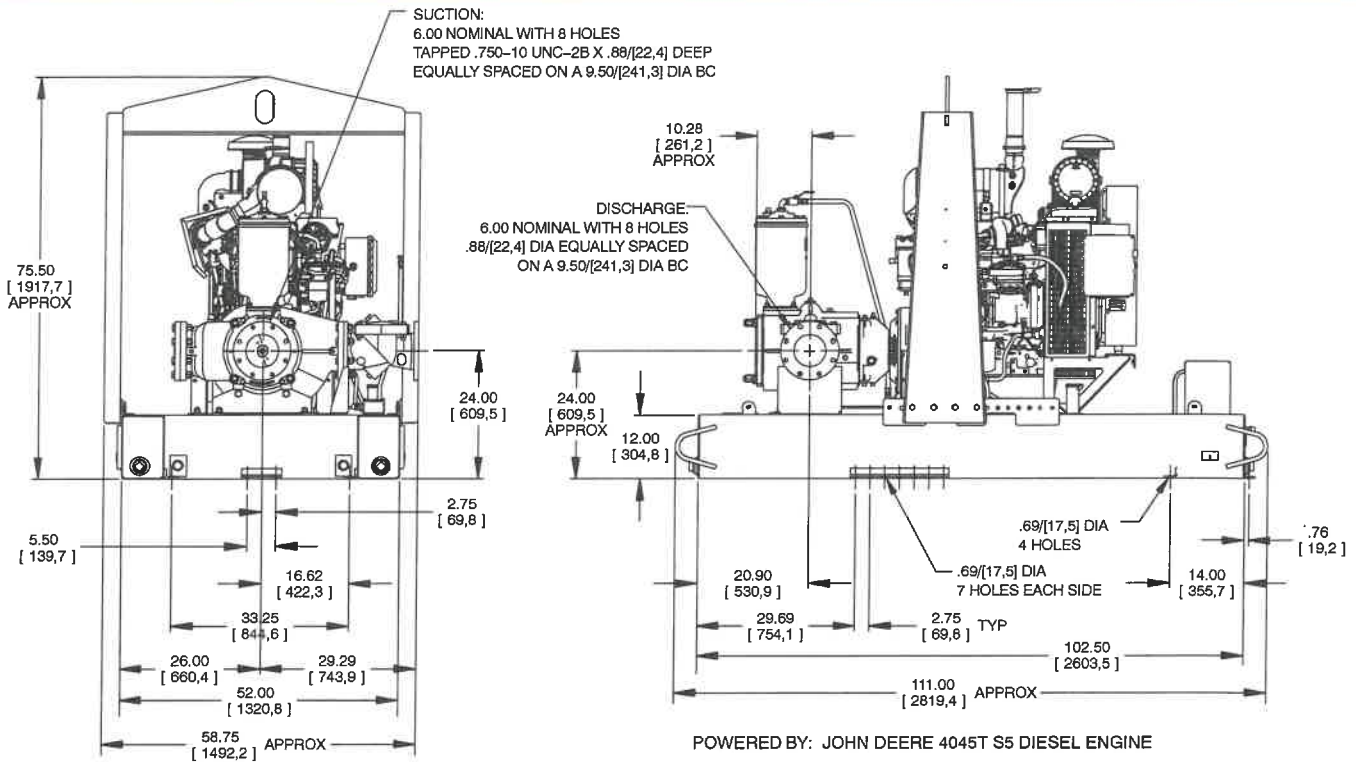
SECTION 42, PAGE 1111

APPROXIMATE  
DIMENSIONS and WEIGHTS

## SKID BASE

NET WEIGHT:  
SHIPPING WEIGHT:  
EXPORT CRATE SIZE:

4150 LBS. (1882,4 KG.)  
4375 LBS. (1984,5 KG.)  
333 CU. FT. (9,4 CU. M.)



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.



**AGENDA ITEM** **4.b.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED** **11/27/2024**

**MEETING DATE** **12/12/2024**

**1. Agenda Item: Consideration and Action to purchase 1" Iperl meters, 2" Omni meters and accessories from single source vendor Aqua Metric.**

**2. Party Making Request:**  
**David Garza, Director Wastewater Systems**

**3. Nature of Request: Purchase of 1200 1" Iperl meters, 10-2" Omni meters and accessories**

**4. Budgeted:** **yes**

<b>Bid Amount:</b>	<b><u>\$263,469</u></b>	<b>Budgeted Amount:</b>	<b><u>\$126,061</u></b>
<b>Under Budget:</b>	<b><u>\$0.00</u></b>	<b>Over Budget:</b>	<b><u>\$137,408</u></b>
		<b>Amount Remaining:</b>	<b><u>\$0.00</u></b>

**5. Reimbursement:**

**6. Routing:**  
**David Garza** **Created/Initiated - 11/27/2024**  
**Gerardo Noriega** **Final Approval - 12/6/2024**

**7. Staff's Recommendation: Staff recommends purchasing 1" Iperl meters, 2" Omni meters and accessories from Aqua Metric, which is a single source vendor, in the amount of \$263,469.**

**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 *DS*

DATE: 11-26-2024

SUBJECT: Purchase of 1"-IPerl Meters, 2" Omni meters and accessories

---

The McAllen Public Utility Wastewater Systems budgeted \$126,061 to purchase 300- 1" IPerl meters, 310-MXU 520 M Single port T/C and 10-2" Omni meters. Staff request to purchase additional 900-1" Iperl meters due to the increase in cost starting on January 2025, and an amendment has been requested for the additional funds. Staff is recommending the purchase from Aqua Metric, which is a single source vendor, in the amount of \$263,469. Purchasing the 1" Iperl meters before January 2025 will have a savings of \$53,820.

### **Recommendation**

**Staff recommends purchasing 1"-IPerl meters, 2" Omni meters, and accessories from Aqua Metric, which is a single source vendor, in the amount \$263,469.**

If you have any questions or need additional information, please do not hesitate to contact me. Thank you.



## Sales Quote QT00011488

November 18, 2024

### Aqua-Metric Sales Company

Kelsey VanCleave  
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492  
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of McAllen

Attention:

Address: ATTN: ACCOUNTS PAYABLE, PO BOX 220

City, State, Zip: MCALLEN, TX 785050220

Phone: 956-681-1665

Email:

Quantity		Description		Unit Price	Line Total
1200	EA	I50TRRC	1" IPERL TRPL RECLAIM 8WHLUSG	188.73	226,476.00
310	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	100.09	31,027.90
10	EA	OMNIR2RC	2" OMNI R2 RECLAIM 8 WHL USG	596.51	5,965.10

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal 263,469.00

Sales Tax 0.00

**Total 263,469.00**



### SOLE SOURCE AFFIDAVIT

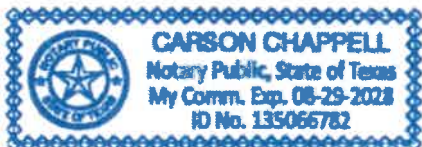
THIS IS AN OFFICIAL PURCHASING DOCUMENT - RETAIN WITH PURCHASE ORDER RECORD

Before me, the undersigned official, on this day, personally appeared Christopher Newville a person known to me to be the person whose signatures appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My Name is Christopher Newville, Title Manager. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Thirkettle Corporation dba Aqua-Metric Sales Company
3. The above-named company or firm is the sole source for the following item (s), product(s) or services (s):  
Sensus meters, technology, and software
4. The following sets forth the reasons why this company/firm is a sole source provider:  
Sensus Sole Source Letter as been included and attached with this form.
5. Competition in providing the above named item(s), product(s), and/or service(s) is precluded by the existence of patents, copyrights, secret processes, or natural monopolies as stated under Texas Local Government Code, Subchapter B, Section 252.022, 7(A) or as provided for under 7(B) – 7(F) of the same section.
6. I understand that if the company/firm represented herein ceases to be a sole-source provider, we shall immediately make a full disclosure in writing to the City of McAllen Purchasing & Contracting Department of all relevant facts and circumstances.
7. I understand that by providing false information on this sole source affidavit, we may be considered a non-responsive Vendor on this and future purchases and may result in discontinuation of any/all business with the City of McAllen.

[Signature]  
Signature of Affiant

SWORN to and SUBSCRIBED before me, on this 22nd day of November, 2024.



[Signature]

NOTARY PUBLIC

Carson Chappell

PRINTED NAME

8-29-2028

MY COMMISSION EXPIRES

COMPANY NAME: Thirkettle Corporation dba Aqua-Metric Sales Company  
ADDRESS, CITY, STATE & ZIP CODE: 16914 Alamo Parkway, Bldg. 2, Selma, TX 78154  
PHONE: (210) 967-6300 FAX NUMBER: (210) 967-6305  
CONTACT NAME AND TITLE: Christopher Newville - Manager  
WEB ADDRESS: https://www.aqua-metric.com E-MAIL: chris.newville@aqua-metric.com  
FEDERAL TAX ID NUMBER: 33-0548813 TEXAS SALES TAX NUMBER: 13305488135


CITY OF MCALLEN/ PURCHASING AND CONTRACTING/ 1300 HOUSTON AVE., MCALLEN, TEXAS 78501 (956) 681-1130



**WASTEWATER DIVISION**

TO: Mark A. Vega, P.E., General Manager;  
Maria Chavero, Director of Utility Finance

CC: JJ Rodriguez, Asst General Manager

FROM: David Garza, Director of Wastewater Systems 

DATE: November 21, 2024

SUBJECT: Budget Amendment for Reclaimed Water Meters purchase

---

Due to an increase in cost of 1" reclaimed water meters starting January 2025, I am requesting a budget amendment for **account #480-4106-446-66-30-000000** in the amount of **\$169,857** to buy an additional 900 meters at the current price at \$188.73 versus January 2025 cost at \$248.53. This quantity of meters should be enough for the next three years for Tres Lago growth and using the current cost will save us approximately \$53,820.

If you have any questions, or need more information, please let me know.



**AGENDA ITEM**

**4.c.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Consideration and action in accepting bid for sludge management services. (Project No. 12-24-S12-256)
2. Party Making Request:  
David Garza, Director Wastewater Systems
3. Nature of Request: Consideration and action in accepting bid for sludge management services
4. Budgeted:                      yes


Bid Amount:	<u>\$416,500</u>	Budgeted Amount:	<u>\$600,000</u>
Under Budget:	<u>\$183,500</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$183,500</u>
5. Reimbursement:
6. Routing:  
David Garza                      Created/Initiated - 12/5/2024  
Gerardo Noriega                Final Approval - 12/5/2024
7. Staff's Recommendation: Staff is recommending to accept the lowest bid from Denali Water Solutions in amount of \$490 per load.
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

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

FROM: David Garza, Director of Wastewater Systems 

DATE: December 5, 2024

SUBJECT: Service Contract for Sludge Management Services:  
Project No. 12-24-S12-256

---

The McAllen Public Utility went out for bids for Sludge Management Services. Purchasing & Contracting Department opened the bids on December 5, 2024. Two bids were received.

Staff reviewed the bid tabulation sheet (attached) and it is Staff's recommendation to accept and award to the lowest bidder, which is Denali Water Solutions, LLC, for an initial contract term of two (2) years. The unit price is \$490 per load, with estimate of the services contract to be \$ 416,500.

If awarded, staff is requesting authorization, with General Manager approval to exercise the option to extend the service contract for three (3) additional years, in one (1) year increments subject to satisfactory performance and with no change in rates. In addition, we respectfully request authorization to terminate such contract(s) with General Manager approval and re-award affected item(s) to the next bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.

If you have any questions, please contact me. Thank you.



CREATED BY: MEG - 12/05/2024

BID OPENING: 12/05/2024 AT 11AM  
LOCATION: CITY OF MCALLEN, CITY HALL, 2ND FLOOR, CONFERENCE ROOM 2A  
PROJECT NO. 12-24-S12-256 ; SLUDGE MANAGEMENT SERVICES

				BIDDERS:		DENALI WATER SOLUTIONS, LLC		C&C WASTE MANAGEMENT AND EQUIPMENT	
				QTY	UOM	RUSSELLVILLE, AR		MCALLEN, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UNIT PRICE PER LOAD (ROLL-OFF)	1	LOAD	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	968-73	BASE					\$490.00	\$500.00	\$500.00
				GRAND TOTAL:			\$490.00		\$500.00



AGENDA ITEM 4.d.

PUBLIC UTILITY BOARD

DATE SUBMITTED 12/06/2024

MEETING DATE 12/12/2024

1. Agenda Item: Consideration and Approval of a Professional Engineering Services contract for the performance of an Environmental Assessment at our Northwest Water Treatment Plant
2. Party Making Request:  
Carlos Gonzalez, Development and Special Projects Engineer
3. Nature of Request: Consideration and Approval of a Professional Engineering Services contract for the performance of an Environmental Assessment at our Northwest Water Treatment Plant
4. Budgeted:

Bid Amount:	<u>\$85,000</u>	Budgeted Amount:	<u>\$85,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
5. Reimbursement:
6. Routing:

Carlos Gonzalez	Created/Initiated - 12/6/2024
Gerardo Noriega	Final Approval - 12/6/2024
7. Staff's Recommendation: Approval of a Professional Engineering Services contract for the performance of an Environmental Assessment at our Northwest Water Treatment Plant as described in accompanying memo.
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:** December 5, 2024

**SUBJECT:     **Consideration and Approval of Award of Professional Services  
Contract for the Environmental Assessment related to the Brackish  
Groundwater Desalination Facility****

---

As part of ongoing planning and permitting efforts related to the North WTP Brackish Groundwater Desalination Project, staff is recommending the selection and award of a professional services contract with Lefevre Engineering. This firm is on existing previously approved Rotation List approved by MPUB (Copy Attached).

The scope of work will include the performance of an environmental assessment as required to support funding applications by Bureau of Reclamation and TWDB. The Assessment will be incorporated into an Environmental Impact Document used in funding application(s).

Attached is a Draft Professional Services Contract which includes terms of conditions for this assignment. A detailed Scope of Service is outlined in Exhibit "B" of draft contract. The consultant has proposed a Lump Sum Fee of \$85,000 for the corresponding Scope of Work.

Staff recommends approval of Proposed Scope of Service for an amount of \$85,000 and will be available for comments or questions.

# ROTATION LIST

GENERAL CIVIL ENGINEERING FIRMS
Perez Consulting, McAllen, TX
Trimad, Pharr TX
Marcia Appia, McAllen, TX
SAMES, McAllen, TX
Victoria Engineering, Victoria, TX
R. Gutierrez, Pharr, TX
WGI, San Antonio, TX)
Guzman & Munoz, Mercedes, TX
M2 Engineering, Palmview, TX
SDI Engineering, Edinburg, TX
LeFevre, McAllen, TX
CASA, Harlingen, TX
MID-SIZE PROCESS ENGINEERING FIRMS
Garcia Infrastructure Consultants, Pharr, TX
Halff, McAllen, TX
Cruz-Hogan, McAllen, TX
Cobb Fendley, McAllen, TX
SWG, McAllen, TX
Norris – Leal, Harlingen, TX
DE Corp, San Antonio, TX
Dunham Engineering, College Station, TX
LARGE PROCESS FIRMS
Carollo, McAllen, TX
Plummer, San Antonio, TX
Freese & Nichols, Brownsville, TX
Garver, Harlingen, TX

**CONTRACT AGREEMENT  
FOR  
ENGINEERING/PROFESSIONAL SERVICES**

STATE OF TEXAS  
COUNTY OF HIDALGO

**PART I. PARTIES AND PROJECT**

THIS AGREEMENT is made between the MCALLEN PUBLIC UTILITY, hereinafter called the OWNER and LeFevre Engineering & Management Consulting, LLC, hereinafter called the ENGINEER for the Environmental Assessment associated with the Northwest Water Treatment Plan Brackish Desalination Facility Project in Hidalgo County, TX, hereinafter called the PROJECT. This AGREEMENT shall take effect on the date of the last signature affixed on the signature page of this AGREEMENT.

**PART II. ENGINEERING FEES**

The maximum amount payable under this Agreement without modification is **\$ 85,000**. 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 **December 31, 2026**.

**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 general 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 **ENGINEER** is not responsible for damage or delay in performance caused by events beyond the reasonable control of the **ENGINEER**. In the event the **ENGINEER's** services are suspended, delayed or interrupted for the convenience of the **OWNER** or delays occur beyond the reasonable control of the **ENGINEER**, an equitable adjustment in the **ENGINEER's** time of performance and cost of the **ENGINEER's** personnel and subcontractors may be made.

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. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the **ENGINEER** for the specific purpose intended will be at the **OWNER's** sole risk and without liability or legal exposure to the **ENGINEER**.

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. The services to be performed by the **ENGINEER** are intended solely for the benefit of the **OWNER**. No person or entity not a signatory to this Agreement shall be entitled to rely on the **ENGINEER's** performance of its services hereunder, and no right to assert a claim against the **ENGINEER** by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the **ENGINEER's** 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 reduction in coverage 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 **ENGINEER** 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 and Professional Liability) as additional insured. In addition, a Waiver of Subrogation Endorsement shall be provided by the **ENGINEER** 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 ensure 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.

6.1.3 Warranties and Damages. The **ENGINEER** shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the **OWNER** or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, the **ENGINEER** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the **ENGINEER's** subconsultants, that impact project completion and/or success.

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 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. Subject to the standard of care delineated in Section 7.2, **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 applicable governmental regulations, statutes and ordinances then in effect, subject to the standard of care delineated in Section 7.2. **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, subject to Section 5.4.2 hereunder.

**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 **ENGINEER**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **OWNER** of the Drawings and specifications nor shall the **ENGINEER** be released from any liability by reason of such approval by the **OWNER**, it being understood that the **OWNER** at all times is ultimately relying upon the **ENGINEER**'s skill and knowledge in preparing the Drawings and specifications. Notwithstanding the immediately preceding sentence, **ENGINEER** may rely on any documents or information forwarded by **OWNER** pursuant to Article 2 hereof.

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

7.5 Notwithstanding any provision herein to the contrary, in the event it is necessary for the **OWNER** to require changes in the final plan of the **PROJECT** to enable reduction of construction cost of the **PROJECT** to an amount within the sum estimated by the **ENGINEER**, the **ENGINEER** will be required to make such revisions or changes. Notwithstanding any provisions herein to the contrary, it is agreed that if the project cost is twenty-five percent (25%) less than the lowest bona fide bid for construction and such low bid is not accepted by the **OWNER**, the **ENGINEER**, at its expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount reasonably acceptable to **OWNER** and re-bid the project. The project cost is defined as the **ENGINEER's** final estimate of the probable cost of construction delivered with the completed PS&E. The **OWNER** agrees to give the **ENGINEER** the latitude to make the required changes to the plans and specifications to achieve the required reduction in construction costs; however, the **ENGINEER** shall consult with the **OWNER** on all necessary changes. Notwithstanding the foregoing, in providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the **ENGINEER** has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the **OWNER's** plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the **ENGINEER** makes no warranty that the **OWNER's** actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the **ENGINEER's** opinions, analyses, projections, or estimates.

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

OWNER:  
**McALLEN PUBLIC UTILITY**

ENGINEER:  
**LEFEVRE ENGINEERING, PLLC**

\_\_\_\_\_  
MARK VEGA, P.E.                      DATE  
General Manager

\_\_\_\_\_  
RICHARD LEFEVRE, P.E.,              DATE  
President/Owner

ATTEST:

ATTEST:

\_\_\_\_\_  
CYNTHIA SALINAS                      DATE  
Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
AUSTIN STEVENSON                      DATE  
City Attorney

REVIEWED BY:

---

GERARDO NORIEGA, CPPB      DATE  
Director of Purchasing and Contracting

**EXHIBIT "A"**  
**Further Description of Engineering Services and Related Matters: Services to be provided by the OWNER**

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 1.3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Article IV of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Copies of any and all pertinent plans and specifications related to the design of this project.
- (5) Provide any available relevant data the **OWNER** may have on file concerning the project as it relates to but not limited to water, natural gas, electrical, telephone, television, communication cable, storm drainage, and sewer.
- (6) Current and future predicted flows for the project area.
- (7) Some materials testing during construction and geotechnical data in the form of geotechnical reports may be required in this project to assist the **ENGINEER** with structural requirements due to soils conditions and are the responsibility of the Owner and shall be provided to **ENGINEER** in a reasonable time allotment for preliminary and final design. It is not included in the Exhibit B under responsibility of the **ENGINEER** and cost is not provided.
- (8) Assistance with other City of McAllen and/or Public Utilities may be required for traffic control. This may include Police, Fire Department, and/or Public Works Department.
- (9) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (10) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (11) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
- (b) Approve date and location of the meeting.
- (c) Review/approve Public Meeting Report.

- (12) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
- (13) Assist the **ENGINEER** as required in the coordination with the any and all land owners and or the consultants in order to provide the Engineering Services, Survey, ROW acquisition, and Negotiating of any and all properties to be used for Design Services to be provided in Exhibit B of this contract.
- (14) Assist with any local permitting that may be required in the course of the Project.
- (15) Review and approve the Project design criteria.
- (16) Review and approve change orders as required and prepared by the **ENGINEER**.

## **EXHIBIT B**

### **Further Description of Engineering Services and Related Matters - Services to be provided by the Engineer**

PREPARED BY:

**LeFEVRE ENGINEERING, PLLC.**

**The work to be furnished by the Engineer shall consist of engineering services for Environmental Information Document needed by state and federal agencies in association with the proposed project consisting of water wells on property at North Water Treatment Plant, Hidalgo County, Texas. The work shall be developed in accordance with the Owner, US NEPA requirements, TCEQ, and applicable environmental requirements and in a format acceptable to the owner, and reviewing agencies.**

**The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:**

**Task 1a – Environmental Information Document for proposed water project.**

- 1.2. Consult with the OWNER to clarify and define the OWNER'S requirements for the project and review available data in regard to NEPA requirements such as:

#### **Proposed Project and Funding Status**

- Project Purpose and Need to be determined in coordination with Project Design Engineering and MPUB engineers
- Determine funding agencies and best critical path method for NEPA and fulfillment of EID
- Water Quality and Production Problems
- Public Health Concerns
- Inadequate System or System Components
- More Stringent Effluent Limits (water only)

**Project Description shall be determined with Design Engineer & MPUB.**

- Project Summary
- Planning Area Description (including a map with facilities).
- Planning Period (time period).
- Description of Project Construction Phases
- Owner and Operator of the Facilities
- Location of the Facilities g. 8.5 X 11 inch, Black and White Project Map Suitable for Distribution
- capacity

#### **Relevant Design Parameters**

- Description of Major Unit Processes
- Flow Diagram
- Water Pipe Lengths, Sizes, and Locations
- Basic Design Criteria for water and sizing. Determine needs based on population
- Description of Major Storm Water Components

- Estimated Pollutant Removal Capability (i.e., performance criteria of structural components)
- Other things such as floodplain hazards, flows for stormwater and diversion.
- Calculate annual energy requirements
- Determine source of energy and GHG emissions
- Calculate annual water requirements
- Renewable Energy produced
- Green infrastructure
- Proposed Total Project Cost to be provided by Design Engineer and MPUB
- Portion of Total Project Cost Funded by EPA, TWDB, et al.
- List of Amount, Sources, and Status of All Funding Sources

#### Existing Environment As Pertains to Project

- Public Health Problems Due to Water Quality and Quantity
- Water Quality Problems, Fish Kills, etc.
- Water Quantity Problems (drought, arid conditions, groundwater overdrafts, location of water source from site)
- Surface & Ground water Hydrology
- Drinking Water Sources and Supply
- Physiography, Topography, Geology & Soils
- Federally Endangered & Threatened Species
- Air Quality (non -attainment area needs state sign -off)
- Environmental Justice Information a. Conditions, Minority & Low Income Areas (include median family income)
- Census Maps
- Land Use & Development, Percent Impervious Cover, Pollutant Sources
- Identification of Floodplains and Wetlands

#### Existing Drinking Water System

- General Description of Water Treatment and Distribution & Map
- Water Production and availability Flows: Current Average, Peak, Wet Weather effluent Characteristics
- Major Industrial Users and Residuals
- Service Area
- Infiltration and Inflow
- Present capacity
- Calculate annual energy requirement
- Determine source of energy and GHG emissions
- Calculate annual water requirements
- Water efficiency measures

#### Design Parameters/Performance Criteria/Permits.

- Existing capacity and reuse program
- National Pollutant Discharge Elimination System (NPDES) Violations
- Safe Drinking Water Act Violations
- Other System Problems
- Need for Proposed Project
- Expanded Description of Need

- Land Use Projections/Impervious Cover/Pollutant Sources
- Population Forecast/Projections
- Calculations and Assumptions for Forecasted Flow and Waste load
- Future Environment Without the Project
- Analysis of Alternatives
- Development of Alternatives
- No -action
- Optimum Utilization of existing facility
- New Construction Alternatives
- Source Reduction

#### Environmental Factors

- Identification of the Preferred Alternative
- Environmental Consequences and Mitigation Measures for Preferred, No Action, and Alternative
- Direct Impacts
- Secondary impacts of future growth & development
- Unavoidable Adverse Impacts
- Minimization of Adverse Impacts
- Mitigation
- Cross-cutter Environmental Laws and Coordination and Consultation Process
  - Archeological Resources determination only. THIS DOES NOT INCLUDE THE PRICE OF THE STUDY. THIS WILL BE AN ADDITIONAL COST TO THE CITY.
  - Air Quality
  - Coastal Barrier Resources
  - Coastal Zones
  - Endangered Species
  - Environmental Justice
  - Floodplains
  - Wetlands
  - Protected Farmlands
  - Fish and Wildlife
  - National Historic Resources
  - Drinking Water Supplies
  - Wild and Scenic Rivers
  - Essential Fish Habitat
  - Intergovernmental Review per Executive Order 12372
  - 8. Necessary Permits (NPDES, wetlands) issued
  - 6 9. Necessary Inter-municipal Agreements Executed
- Public Participation
- Summary of Public Participation
- Documentation of any Public Participation a. Public Meeting Date & Record if applicable
- Copy of any Publication

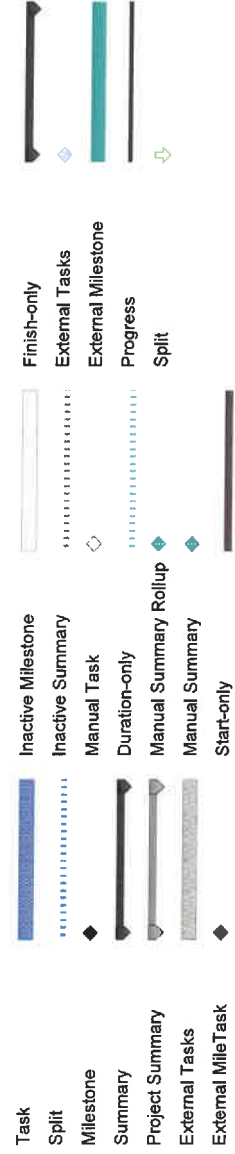
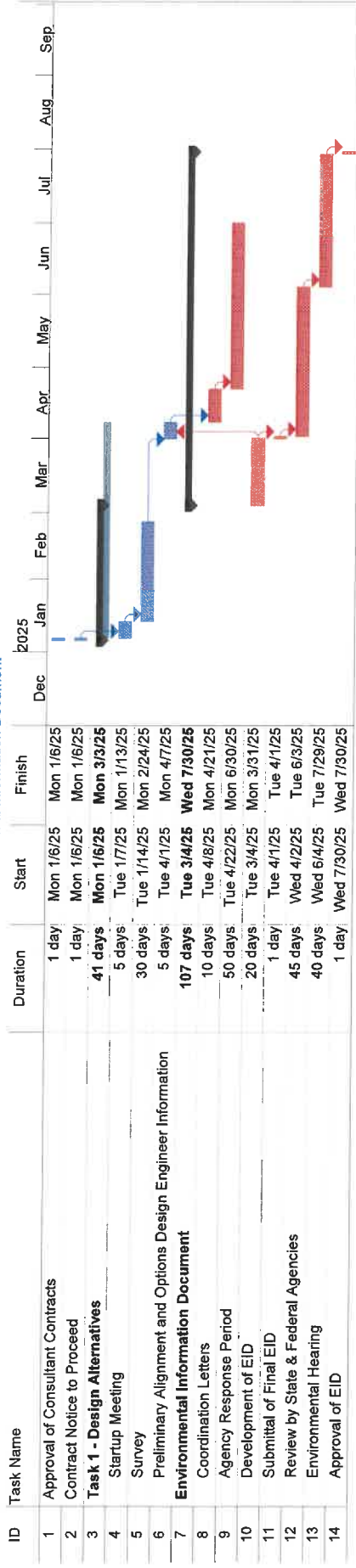
## Task 2 ADDITIONAL SERVICES

2.1 This project does not include an archeological survey or study to determine the effects of the proposed project. This is determined by the Texas Historical Commission and is subsequent to this contract. In the event that a study or survey is needed, the price shall be submitted by the Consultant in the form of an amendment to this contract. LeFevre Engineering will subconsultant as part of this contract, any and all firm(s) needed to complete the study on behalf of MPUB. Work shall be initiated by the Client in writing and provided to LeFevre Engineering.

2.2 It is anticipated that wetland delineation shall be needed for completion of the project and submitted by LeFevre Engineering on behalf of MPUB. This service and required document shall be provided in appendix of the actual EID and presented to all affected agencies. The wetland delineation shall be determined by the US Army Corp of Engineer's, US Fish & Wildlife, EPA, Texas Water Development Board, and Texas Parks and Wildlife. The Design Engineer and/or MPUB shall provide LeFevre Engineering with one electronic copy of the delineation once completed and all other maps, figures, layouts, et. al. needed for the completion of the EID and coordination with the aforementioned state and federal agencies.

2.3 Project Engineer assigned by MPUB will need to provide all necessary information in a timely manner and shall be submitted in hard copy, electronic copy, AUTOCAD format, Word document, and EXCEL format. All design shall be the responsibility of the Design Engineer and/or MPUB. LeFevre Engineering will not provide any design recommendations with regards to the project.

EXHIBIT C  
McAllen Public Utilities Board (MPUB)  
North Water Treatment Plant Water Well Project  
Environmental Information Document



**EXHIBIT D  
COST PROPOSAL**

**Environmental Information Document for North Water Treatment Plant Water Well Project**

The fees for the Tasks are shown in the following table and reflect the Scope of Services to be Provided by Engineer as defined in Exhibit B - Further Description of Engineering Services and Related Matters-Service to be provided by Engineer

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
<b>1</b>	<b>Environmental Information Document</b>	
	Project Start up - Determine Milestones with Design Engineer & Identify needed items for EID; preliminary engineering report	\$ 3,500
	Site Observation and Report	\$ 3,500
	TPWD & US Fish & Wildlife Impacts Determination	\$ 2,000
	Ecological and Biological Plants and Animal Species Field and Identification	\$ 1,500
	US Census Report and Environmental Justice Report	\$ 2,500
	Environmental Information Document Land Use; Geology; Soils and Prime Farmland; Water Resources; Floodplain; Wetlands, Wetland Delineation coordination; Biological Elements. Cultural Resources; Hazardous Materials; Social and Environmental Justice; Mitiation; 30% Submittal	\$ 23,000
	USACE Pre-Application Meeting & Coordination	\$ 3,500
	Environmental Mapping	\$ 8,000
	Agency Coordination & Letters	\$ 6,500
	Environmental Information Document Land Use; Geology; Soils and Prime Farmland; Water Resources; Floodplain; Wetlands, Wetland Delineation coordination; Biological Elements. Cultural Resources; Hazardous Materials; Social and Environmental Justice; Mitiation; 90% Submittal	\$ 25,000
	Public Participation; Advertising; Public Hearing	\$ 6,000
	<b>TOTAL TASK COST</b>	<b>\$ 85,000</b>

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
<b>2</b>	<b>Additional Services</b>	
	TBD	

ENGINEERING SERVICES CONTRACT AGREEMENT

Between McALLEN PUBLIC UTILITY and LeFevre Engineering Management Consulting, LLC

For North WTP Project FY 2025



	AGENDA ITEM	<u>4.e.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	12/06/2024
	MEETING DATE	12/12/2024

1. Agenda Item: Consideration and approval of a Buy Out and Transfer of Service Agreement between Sharyland WSC and McAllen Public Utility
2. Party Making Request:  
Carlos Gonzalez, Development and Special Projects Engineer
3. Nature of Request: Consideration and approval of a Buy Out and Transfer of Service Agreement between Sharyland WSC and McAllen Public Utility
4. Budgeted: Yes
 

Bid Amount:	<u>\$326,528</u>	Budgeted Amount:	<u>\$326,528</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
5. Reimbursement:
6. Routing:
 

Carlos Gonzalez	Created/Initiated - 12/6/2024
Gerardo Noriega	Final Approval - 12/6/2024
7. Staff's Recommendation: Consideration and approval of a Buy Out and Transfer of Service Agreement between Sharyland WSC and McAllen Public Utility
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:** December 5, 2024

**SUBJECT:** **Proposed Buy-out agreement No. 8; Transfer of 100.47 acres of Water CCN from Sharyland WSC**

On September 9, 2024, MPUB considered and approved a Staff Recommendation for the purchase of 100.47 acres of Water Service Area from Sharyland WSC. The corresponding service area is located in northwest McAllen and generally bound on the south by 5 Mile Line Road, on the west by the HCID # 1 Canal, and on the east by Ware Road (as illustrated in Exhibit "A"). Sharyland WSC has proposed to convey the new 100.47 acre service area at the unit price of \$3,250/acre or a total cost of \$326,527.50.

An interlocal agreement has been prepared and is presented for formal consideration and approval by MPUB.

Staff recommends approval of interlocal agreement authorizing the formal acquisition of 100.47 Acre CCN service area for a total cost of \$326,527.50.

Staff will be available for comments or questions.

## BUYOUT AND TRANSFER OF SERVICE AREA AGREEMENT

STATE OF TEXAS	§	SWSC WATER
	§	SUPPLY CORPORATION AND CITY OF
	§	MCALLEN-2023 AREA
COUNTY OF HIDALGO	§	

This Buyout and Transfer of Service Area Agreement (“**Buyout and Transfer Agreement**”) made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between what are sometimes referred to as the “Parties”, the City of McAllen, Hidalgo County, Texas (hereinafter referred to as “**CITY**”) and Sharyland Water Supply Corporation, Hidalgo County, Texas (hereinafter referred to as “**SWSC**”), a non-profit corporation of the State of Texas.

### I. RECITALS

1. SWSC presently holds a certificate of convenience and necessity (“**CCN**”) to serve an area adjacent to CITY’s current CCN boundary, an area known as the One Hundred Point Forty-Seven Acres (100.47) located north of the intersection of 5 Mile Line (SH 676/Trenton Road) and Ware Road (FM 2220), as shown on the map attached hereto as **Exhibit “A”** and incorporated herein for all purposes, which said area is located within Hidalgo County, Texas (hereinafter referred to as “**SWSC Transfer Area**”), with potable water supply under the rules and regulations of the Public Utility Commission (“hereinafter referred to as “**PUC**”). CITY desires to service customers in the SWSC Transfer Area with potable water supply services. SWSC desires that City supply water service to the customers in the SWSC Transfer Area.

### II. COVENANTS AND CONDITIONS

2. SWSC agrees to assign and does hereby assign to CITY the right to serve customers within said SWSC Transfer Area, and CITY agrees to purchase, and hereby purchases, such rights.

3. It is agreed that on or before the execution of this Buyout and Transfer of Service Area Agreement by SWSC, CITY shall provide the purchase price to be paid to SWSC upon its

execution of this Agreement. The purchase price for the SWSC Transfer Area is Three Hundred Twenty-Six Thousand Five Hundred Twenty-Seven Dollars and 50/100 (\$326,527.50) (the **“Purchase Price”**). CITY shall deposit the Purchase Price with Richard W. Fryer, Trustee, to be held in escrow and released to SWSC, together with any interest accrued thereon, at such time as the following conditions are satisfied:

- i. The Public Utilities Commission (**“PUC”**) approves of the transfer and designation of the CITY as the holder of the CCN for the SWSC Transfer Area by written order delivered to SWSC and CITY, and
- ii. SWSC obtaining written releases of any security interest in favor of:
  - a. United States Department of Agriculture-Rural Development (**“USDA-RD”**);
  - b. CoBank, ACB (**“CoBank”**);
  - c. Environmental Protection Agency, an agency of the United States of America acting by and through the Administrator of the **“EPA”** and the Director of the Water Infrastructure Finance and Innovation Act (**“WIFIA”**); and
  - d. Texas Water Development Board (**“TWDB”**), and when such have been obtained by SWSC, copies forwarded to City.

4. Subject to the approval of this Agreement by PUC, SWSC hereby agrees to relinquish its rights to supply potable water to its customers located within the SWSC Transfer Area and CITY hereby agrees to supply potable water to all existing customers of SWSC and to any new customers requesting water service within the SWSC Transfer Area, under the terms of SWSC’s Tariff, as amended from time to time until the accomplishment of all the conditions for final closing, after which time such service shall be in accordance with the standards established by the CITY. CITY hereby agrees and obligates itself to supply potable water service to all customers or members possessing service to the property within the SWSC Transfer Area at the time of Final Closing, without an additional fee, meter fee, hook-up fees or other additional charge or deposit as a

condition for initial or continued service. Prior to the closing of the purchase of SWSC Transfer Area, CITY and SWSC agree to join and support the application with the PUC requesting approval of the transfer of the SWSC Transfer Area from the area of SWSC's Certificate of Convenience and Necessity to the area of CITY's Certificate of Convenience and Necessity. Final closing with respect to the purchase of the SWSC Transfer Area shall be not more than forty-five (45) days after all of the following requirements to closing have been completed:

- i. All pipeline installations to be done by CITY are completed and SWSC is given written notice of said completion by CITY;
- ii. The Purchase Price is completed and delivered; and
- iii. Approval by the PUC has been obtained; and
- iv. A release of any Security Agreements in favor of USDA-RD, CoBank, WIFIA and TWDB have been obtained by SWSC and copies forwarded to CITY.

Furthermore, CITY shall have the PUC application filed, and all administrative costs and all attorney's fees relating thereto shall be paid fully and solely by CITY.

#### **SWSC Transfer Area Release**

5. This Buyout and Transfer Agreement is subject to obtaining a release of any Security Agreement in favor of USDA-RD ("**SWSC Transfer Area Release**") covering the Transfer Area and payment of the Purchase Price to SWSC. Upon delivery of the SWSC Transfer Area Release by USDA-RD, CoBank, WIFIA and TWDB to SWSC, SWSC will give notice to CITY and send CITY a copy of said SWSC Transfer Area Release.

6. Pending final closing and consummation of this Agreement, CITY will commence or continue service, as applicable, and SWSC will cease service to the SWSC Transfer Area on the first day of the first billing cycle to occur after thirty-five (35) days after the date of execution of this Buyout and Transfer Agreement have elapsed, the Purchase Price has been delivered, and CITY has completed all pipeline construction, with notice to SWSC of said completion. Until

approval by the PUC is received and all requirements to final closing have been satisfied, CITY shall act as agent for SWSC for the purpose of supplying all existing and new customers of SWSC within the SWSC Transfer Area and approving all subdivision utility layouts within the SWSC Transfer Area. CITY will be responsible for billing and collection of all bills for potable water service to such customers of SWSC as agent for SWSC. CITY shall be entitled to receive and keep all amounts collected thereunder as a manager fee and CITY will charge the same rate charged according to SWSC's Tariff for water service during this period. On closing and consummation of this Agreement, CITY shall no longer be an agent for SWSC and may begin charging the lawful rates as established by CITY.

### **General Provisions**

7. CITY agrees to provide written notice in the change of service provider to any and all customers with the SWSC Transfer Area within thirty (30) days prior to the date there is a change of service provider to the SWSC Transfer Area.

8. During the period of time CITY commences to provide potable water service in the SWSC Transfer Area until the closing and consummation of this Buyout and Transfer Agreement, CITY agrees to defend, indemnify, and hold SWSC harmless for any claim by any customer of SWSC located in the SWSC Transfer Area for any acts or omissions by CITY, as agent or otherwise, in supplying such customer with a potable water supply hereunder.

9. Any lines and property interests owned by SWSC which run through the SWSC Transfer Area which are necessary for service of water to customers of SWSC within its remaining certified area.

10. This Buyout and Transfer Agreement has been approved by the appropriate bodies of SWSC and CITY and evidenced by appropriate minutes of the governing bodies, copies of

which are attached hereto as **Exhibits “B” and “C”**, respectively, and are executed by the appropriate officers of same.

11. Failure to perform any covenant and agreement herein shall entitle the non-breaching party to enforce the provisions hereof by specific performance or injunctive relief in addition to any remedy in damages that either party may be entitled to.

12. It is the intent of SWSC and CITY, and they do hereby specifically agree, that this Buyout and Transfer Agreement creates no third-party beneficiary rights or interest in or to the supply of any treated water or facility relating thereto, nor to any existing or potential retail customers of SWSC or CITY.

13. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

14. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Buyout and Transfer Agreement shall be deemed to be a waiver of any other breach of the same or other term, condition, or covenant contained herein.

15. Each party represents and warrants that (i) it has carefully reviewed this Buyout and Transfer Agreement, (ii) it has at all times been represented by and consulted with legal counsel concerning this Buyout and Transfer Agreement, (iii) any questions that it has pertaining to this Buyout and Transfer Agreement have been answered and fully explained to it by its counsel, (iv) its decision to execute this Buyout and Transfer Agreement was not based on any statement or representation, either oral or written, made by any person on behalf of the other party, (v) this Buyout and Transfer Agreement constitutes the entire agreement and understanding of the parties, (vi) neither party has assigned, conveyed, hypothecated or transferred any interest in any cause of action relating to the above-described claim, (vii) each party understands that the other party is

relying upon these representations and warranties in entering into this Buyout and Transfer Agreement, and (viii) this Buyout and Transfer Agreement may not be amended, modified, or changed orally.

16. The conveyance made in the Buyout and Transfer Agreement is made without warranty, express or implied, and the internal lines and meters, to the extent they exist, are conveyed "AS IS" and "WHERE IS."

[The remainder of this page is left blank intentionally]

**SWSC WATER SUPPLY  
CORPORATION**

By: \_\_\_\_\_  
Danny Sosebee, President

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Fryer, Attorney for  
Sharyland Water Supply Corporation

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Danny Sosebee** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **President of Sharyland Water Supply Corporation**, that he executed the same as the act of **Sharyland Water Supply Corporation**, for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

**CITY OF MCALLEN**

By: \_\_\_\_\_  
Isaac Tawil, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Austin Stevenson, Attorney for  
City of McAllen

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Isaac Tawil**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of McAllen, Texas**, that he executed the same as the act of the **City of McAllen, Texas**, for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

## ESCROW AGENT'S RECEIPT

**RICHARD W. FRYER, TRUSTEE** hereby acknowledges receipt of a check in the sum of \$326,527.50 and agrees to hold said sum under the terms and conditions as set forth in the Buyout and Transfer of Service Area Agreement to which this Receipt is attached.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Richard W. Fryer, Trustee

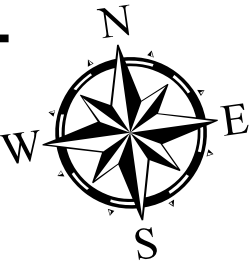
**Exhibit A**  
City Transfer Area Map





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

# PROPOSED CCN BUYOUT EXHIBIT (100.47 ACRES)





AGENDA ITEM 4.f.

PUBLIC UTILITY BOARD

DATE SUBMITTED 12/06/2024

MEETING DATE 12/12/2024

1. Agenda Item: Consideration and Approval of request for administrative approval of the development of a meter account transfer agreement between Sharyland WSC and McAllen Public Utility that addresses the transfer of meter accounts related to pending CCN Buy-out Areas.

2. Party Making Request:

3. Nature of Request: Consideration and Approval of request for administrative approval of the development of a meter account transfer agreement between Sharyland WSC and McAllen Public Utility that addresses the transfer of meter accounts related to pending CCN Buy-out Areas.

4. Budgeted:

Bid Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_  
Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

5. Reimbursement:

6. Routing:  
Carlos Gonzalez Created/Initiated - 12/6/2024

7. Staff's Recommendation:

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:** December 5, 2024

**SUBJECT:** **Proposed Buy-out agreement No. 8; Transfer of 100.47 acres of Water CCN from Sharyland WSC**

Related to the pending CCN Buy-out # 8 agreement, considered in separate agenda item, staff is respectfully requesting Board approval to allow General Manager to administratively approve a meter account transfer agreement between Sharyland WSC and MPU. This agreement will speak to the terms for allowing both parties to move forward with account transfers in advance of completing the formal CCN Transfer Process thru the Public Utility Commission. The agreement will establish the following:

- Notice to subject customers
- Dates for planned transfer
- Process steps for both Sharyland WSC and MPU
- Other related conditions

Staff will work with Legal Dept. to develop agreement and will be available for comments or questions.



**AGENDA ITEM**

**5.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Discussion and Consideration of a Variance Request for the use of a Septic Tank for 3921 SH 107.
2. Party Making Request:  
Rafael Balderas Jr.
3. Nature of Request: Request of MPU Board approval of the variance request from the potential owner of 3921 SH 107.
4. Budgeted:  

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement: N/A
6. Routing:  
Rafael Balderas Jr.                      Created/Initiated - 12/5/2024
7. Staff's Recommendation: Staff recommends approval 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:** Carlos Gonzalez, P.E., Utility Engineer  
Erika Gomez, P.E, Utility Engineer

**FROM:** Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

**DATE:** December 5, 2024

**SUBJECT:** **3921 SH 107; Consideration & Approval of Septic Tank Variance**

---

This property is located on the east side of Ware Road and on the south side of State Highway 107. It is located within the McAllen City Limits and is being proposed for commercial use. The tract consists of 1.8 acres and will be a single lot for a gas station. The applicant is requesting a variance to install a Septic Tank/O.S.S.F. to service the property, with the agreement to connect to MPU's wastewater system in the future when available. The property follows MPU's requirements on a septic tank variance having more than one acre of land. A layout has been submitted by a Registered Sanitarian. If given approval, the owner would get notified that execution of a Contractual Agreement would be needed for a future wastewater connection, and a wastewater service will be required in preparation of a future connection to MPU's wastewater system. Staff also request that the proposed/planned development shall not have a projected water consumption exceeding 5,000 GPD and that the plumbing plan includes a Grease Trap.

Staff recommends approval for the Septic Tank Variance.

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



December 4, 2024

**City of McAllen**  
Utility Engineering  
**Attn:** Rafael Balderas

Re: **Stripes Store**  
**SEC of SH 107 and N Ware Rd.**  
**McAllen TX.**

Dear Mr. Balderas:

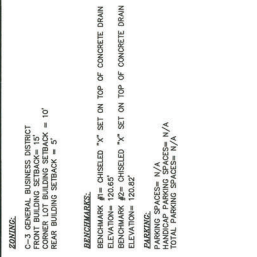
On behalf of Lasco Development, we are reaching out to you regarding the subject development, located at the SEC of SH 107 and N Ware Rd, for the proposed gas station and convenience store. We would like the city to approve the use of a septic field for the sanitary sewer due to the City of McAllen do not having a sanitary sewer line nearby. The idea is to use the sanitary septic system until the City completes the extension of the main sanitary line next to the property soon.

Attached you can find the preliminary proposed site lay out with a standard Sanitary septic system that we have used in previous Stripes stores.

We appreciate your time in the review of this submittal. Please do not hesitate to reach out to me or our Civil Engineer Jamie Hora with Bowman Engineering. if there are any questions, you may reach me at 281-753-2907, [jromeo@lascodevelopment.com](mailto:jromeo@lascodevelopment.com) or to Jamie Hora at 210-298-1600, [jhora@bowman.com](mailto:jhora@bowman.com)

Respectfully,

*Jairo Romeo*  
Jairo Romeo,  
Dev. Project Manager



NOT TO SCALE

Order Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, according to the Public Records, whether listed in

b. All conveyances, contracts, deeds, reservations, exceptions, limitations, licenses, and similar interests in or to non-encumbered minerals and nonencumbered resources below the surface of land beneath with all rights

Right, if any, to use the surface of the land for the extraction or development of any geothermal energy and associated resources, when the surface of the land available for domestic purposes is insufficient to meet the needs of the community.

Company insures the insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the insured in accordance with the terms of this Policy if suit is brought against it insured to

c. Rights of parties in possession. (Owners Policy Only)

e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

g. Any portion of subject property that lies within the boundaries of any public or private roadway or used

h. Building Lines and Easements as set forth on plat recorded in Volume 8, Page 94, Map Record, Hidalgo County, Texas. [SURVEYORS REMARKS: APPLES AND AFFECTS, NOT PLOTTABLE.]

Dead Records of Hidalgo County, Texas, and being described and located therein.

REMARKS: APPLIES AND AFFECTS AS SHOWN ON SURVEY.

REMARKS: APPLIES AND AFFECTS AS SHOWN ON SURVEY.]

the Dead Records of Hidalgo County, Texas, and being described and located therein. [SURVEYORS REMARKS APPLIES AND AFFECTS AS SHOWN ON SURVEY.]

we're applying for an act that in this case, we're not really under Missouri County Clerk's fee No. 2016-2753940, and being described and located therein. [SURVEYORS REMARKS: APPLIES AND AFFECTS AS SHOWN ON SURVEY.]

of Texas V. Blue Mountain Development, Ltd., a Texas limited partnership as set out in instrument filed for record under Hidalgo County Clerk's File No. 2024-3546995. [SURVEYORS REMARKS: APPLIES AND AGREES TO AS SUCH] (M. STANLEY)

(X) If so, give your interest in the property instrument in this space. The deed described property, as reserved in instrument(s) recorded in Volume 719, Page 111, of the Deed Records of Hidalgo County, Texas, reference to which instrument(s) is here made for all purposes. Title to said

p. Oil, Gas and Mineral Lease(s) granted in Instrument recorded in Volume 367, Page 9, of the Oil & Gas Records of Midland County, Texas and all terms, conditions and stipulations contained therein. Title to

q. Oil, Gas and Mineral Lease(s) granted in instrument recorded in Volume 387, Page 12, of the Oil & Gas

FRATERNITY OF THE MOUNTAIN

AREA: 1.651 ACRES

BUYER: LASCO ENDEAVORS LLC, A TEXAS LIMITED LIABILITY COMPANY

G.F. NO. 241894-AW

---

- 3.) The subject property is located in Zone "A" unshaded area per the National Flood Insurance Program FIRI Map Number 48033402940 Hidalgo County, Texas, latest revision June 6, 2000.
- 4.) There are no designated wetland areas located within subject tract per the U.S. Fish and Wildlife Service's "National Wetlands Inventory" on-line mapping website.

- 8.) Fences and edges of pavement may recede between the boundary line of the subject tract to the feature being identified.
- 9.) This property is located within the City of Mankato, Hennepin County, Minnesota. The property is subject to the development ordinances of the City of Mankato and Itasca County.
- 10.) This property is located in the City of Mankato according to the City of Mankato city limits map this property is located within C-3 General Business District.
- 11.) Buildings observed at the time of survey.

[illegible]

**GENERAL NOTES:**

- 1.) This survey relies on a Certificate of Title No. 241854-Aff effective date 5/2/00, issued by Old Republic National Co., insured September 11, 2020, and a plat of the same, dated September 11, 2020, and all other encumbrances of public record, and all other encumbrances of the property. No additional research by Sinclair Land Surveying, Inc., to any other encumbrance.
- 2.) All bearings herein are based on the North American Datum of 1983, the Coordinate System, South Zone Datum 1983 (NAZ2011), Epoch 2011.0, and may be converted to a grid and may be converted to a grid combined scale factor of 1.000000.

[illegible]

ment may reside between  
the property and the  
street to the feature being  
measured.

Within the City of Madison,  
the following are the  
City of Madison and Hoogo  
County.

In the City of Madison according  
to the property is  
business District

line of survey.

PRIDE O TEXAS  
SUBDIVISION "A"  
CITY OF MCALLEN  
HIDALGO COUNTY, TEXAS  
VOLUME 5, PAGE 8, MAP RECORDS  
DOCUMENT NUMBER: 202-335955 SPECIAL PUBLIC RECORDS

SINCLAIR LAND  
SURVEYING, INC.  
3411 MACC DRIVE  
SAN ANTONIO, TEXAS 78228  
210-341-4318  
TIFLEX FILE NO. 10089000



0.31 ACRES  
OWNER: STATE OF TEXAS  
(ITEM 10)  
(VOLUME 1080, PAGE 190 O.P.R.)

STATE HIGHWAY 107  
± 235'-0"

WARE ROAD  
WARE ROAD  
± 250'-0"

APPROX. TOTAL LAND AREA  
78,820 SF = 1.80 ACRES

9350 GEN-2 CST W/LTC  
4,874 SF (CMU)  
40 PARKS

SEPTIC FIELD  
APPROX. 35,000 SF = .80 ACRES

20,205 SF = .46 ACRES

THIS SITE PLAN/EXHIBIT IS PROVIDED FOR CONCEPTUAL PURPOSES ONLY, AND AS SUCH IS NOT INTENDED TO BE USED, AND SHOULD NOT BE RELIED UPON, FOR THE PURPOSE OF PREPARING CONSTRUCTION DOCUMENTS, DRAWINGS OR PLANS. ALL SITE INFO MAY NOT BE FULLY CONFIRMED PER INDICATED CITY JURISDICTION.

LASCO DEVELOPMENT CORPORATION 2024

11-18-24 (REVISION 16)

WARE RD. AND STATE HWY 107  
McALLEN, TX

LASCO

**PROPOSED for a typical 7-11/ STRIPES  
STORE / FAST FOOD & GAS STATION**

Q- WASTEWATER USAGE RATE TABLE III  
Q- 160 GPD X 2 WASHROOMS = 320  
Q- 8 GPD X 375 VEHICLES = 3,000 GPD  
Q- 12 GPD X 15 SEATS = 180 KITCHEN GPD  
Q = 3500 GLS

SEPTIC TANK MINIMUM LIQUID CAPACITY  
For Q greater than or equal to 1001 gal/day:

$$V = 1,750 + 0.75Q$$

SEPTIC TANK CAPACITY  
 $V = 1,750 + 0.75Q$   
 $V = 1,750 + 0.75 (3,500 \text{ GPD})$   
 $V = 1,750 + 2,625$   
 $V = 4,375 \text{ GLS}$

**PROPOSED VOLUME  
SANITARY+ KITCHEN**

USE OF 2 X 2000 GLS TRASH TANK = 2000 GLS  
USE OF 3 X 1500 GLS AEROBIC UNITS = 4500 GLS  
USE OF 1 X 2500 GLS PUMP TANK  
VOL. = 3500 GLS  
TOTAL VOLUME 9,000 GLS  
USE OF A 2000 GLS GREASE TRAP

**AREA REQUIREMENTS**

**SANITARY SEWER:**

$$A = QRa$$

$$A = 3500 \text{ GLS} / 1$$

$$A = 35000 \text{ 0 SQF}$$

$$L = A / (W + 2)$$

$$L = 35000 / 3$$

$$L = 11,666 \text{ 0 L}$$

**PROPOSED LPD DRAIN FIELDS**

USE OF ZONE # 1 (30 X 70' = 2100.0 L.F.)  
USE OF ZONE # 2 (30 X 70' = 2100.0 L.F.)  
USE OF ZONE # 3 (30 X 70' = 2100.0 L.F.)  
USE OF ZONE # 4 (30 X 70' = 2100.0 L.F.)  
USE OF ZONE # 5 (30 X 70' = 2100.0 L.F.)  
USE OF ZONE # 6 (30 X 70' = 2100.0 L.F.)  
**TOTAL LPD DRAIN FIELD 12,600.0 L.F.**

**BOD CALCULATIONS:**

**Kitchen Discharge**

Minimum BOD strength load consideration 1200 mg/l

**Sanitary Sewer**

Minimum BOD Strength load consideration 330 mg/l

**Formula:**

Flow, MGD X Concentration, mg/l X 8.34 (1 mg/l = 8.34 Lbs/ Million Gal)

FLOW X CONCENTRATION X / 1000000 = BOD lbs

**Kitchen Discharge 180 GPD**

Produced BOD calculation by 180 GPD:

180 GPD X 1200 mg/l X 8.34 lbs / 1000000 = BOD 1.80 lbs

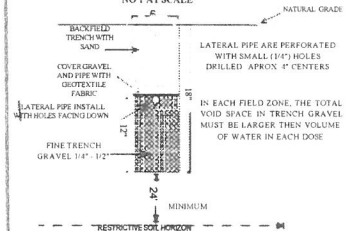
**Sanitary Sewer 3320 GPD**

3320 GPD X 330 mg/l X 8.34 lbs / 1000000 = BOD 9.13 lbs

**SYMBOLS**

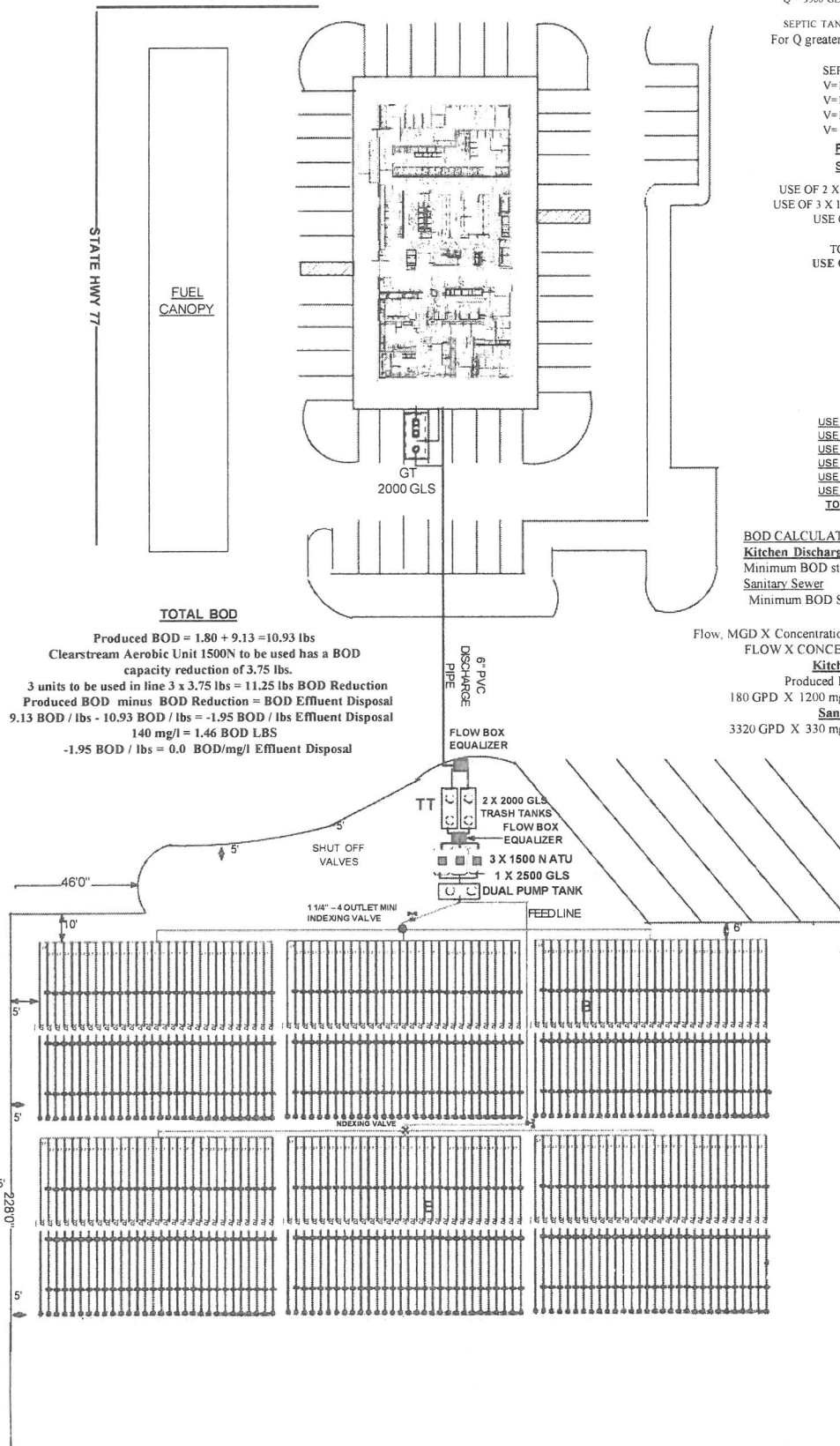
--- 1.25" LPD LINE  
X MECHANICAL VALVE  
1 1/4" OUTLET MINI INDEXING VALVE  
ZONE PROPOSED 6 LPD STATIONS  
— RE-USE WATER FEED LINE  
1 1/4" PVC PIPE SCH 40  
TT 2000 GLS TRASH TANK  
1500 GLS  
ATU AEROBIC TREATMENT UNIT  
B BORE LOCATION

**LOW PRESSURE DOSE SYSTEM TRENCH DETAIL  
NOT AT SCALE**



ALBERTO J. GARCIA, R.S.  
REGISTRATION # 2603 EXP 3/24  
956 622-8654  
10/25/23

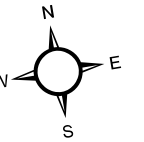
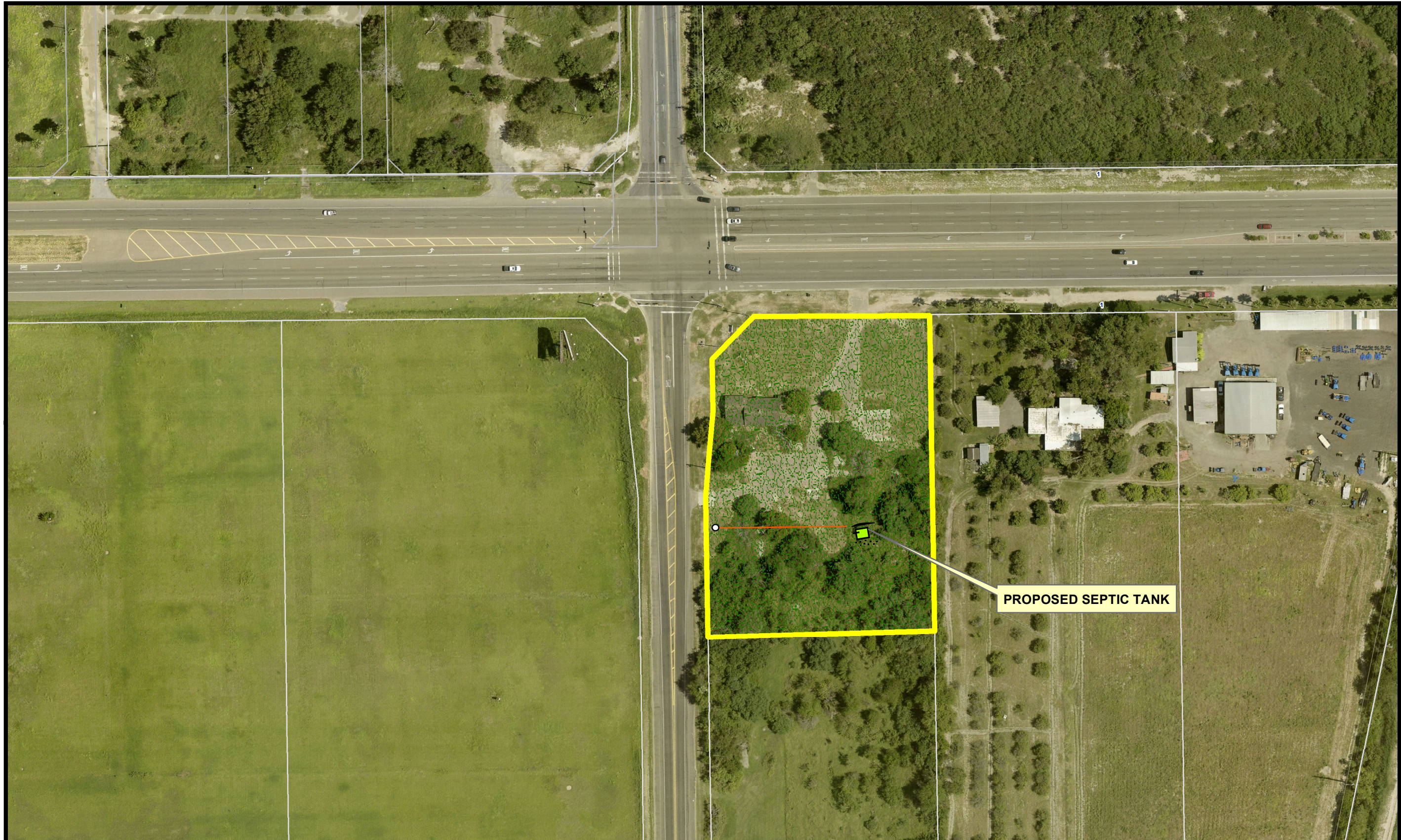
THERE ARE NO WATER WELLS WITHIN 100  
FEET OF THE PROPOSED SEPTIC DISPOSAL AREA.








**TOTAL BOD**

Produced BOD = 1.80 + 9.13 = 10.93 lbs  
Clearstream Aerobic Unit 1500N to be used has a BOD  
capacity reduction of 3.75 lbs.  
3 units to be used in line 3 x 3.75 lbs = 11.25 lbs BOD Reduction  
Produced BOD minus BOD Reduction = BOD Effluent Disposal  
10.93 BOD / lbs - 11.25 BOD / lbs = -0.32 BOD / lbs  
-0.32 BOD / lbs = 0.0 BOD/mg/l Effluent Disposal

# 3921 SH 107 VARIANCE



1 inch = 112 feet

- Legend**
-  Proposed Septic Tank
  -  Proposed Clean-Out
  -  Proposed Manholes
  -  Proposed Fire Hydrant
  -  Existing Manhole
  -  Proposed Sewer Service (Option 2)
  -  Existing Wastewater Line
  -  Proposed Wastewater Line
  -  Lots
  -  Proposed Area



**AGENDA ITEM**

**5.b.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/05/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Consideration and Possible Approval of Haven Hills Subdivision and for the Off-Site MPU Water Participation
2. Party Making Request:  
Erika Gomez, Developmental Activities
3. Nature of Request: Consideration and Possible Approval of Haven Hills Subdivision and for the Off-Site MPU Water Participation.
4. Budgeted:  

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement:
6. Routing:  
Patrick Gray                      Created/Initiated - 12/5/2024
7. Staff's Recommendation: The Approval of Haven Hills Subdivision and for the Off-Site MPU Water Participation.
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:** Carlos Gonzalez, P.E., Utility Engineer  
Erika Gomez, P.E., Utility Engineer

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

**DATE:** December 12, 2024

**SUBJECT:** **Discussion and Approval of Haven Hills Subdivision with Possible MPU Water Participation for Off-Site Water Utility Improvements**

---

This property is located on the north side of Auburn Ave. approximately 700LF from the intersection of Ware and Auburn Ave. The lot is currently zoned as A-O Agriculture and is being proposed to rezone to R-1 Residential. The property consist of 9.53ac and will be developed for 46 single family homes.

The subdivision application was originally filed with the City on December 3, 2024 and is subject for preliminary P&Z approval on December 17, 2024. The information required from the developer's engineer for this agenda was received on December 5, 2024.

Utility plan/availability is described as follows:

- 1. Water:** This subdivision lies within Prospective Sharyland WSC Buy Out #8. See Attached Exhibit illustrating the formal CCN transfer area. Both MPU and SWSC are reviewing final draft agreements for the Buy Out. Staff has been in close communication with Sharyland WSC regarding the eight (8) existing SWSC customers along Trenton. In coordination with both SWSC and MPU Staff, the developer has proposed the installation of an 8" waterline along Trenton. This work will also include the reconnection of the subject eight (8) services. An interlocal agreement that speaks to the CCN Transfer has been prepared and submitted for consideration in a separate agenda. The developer is also proposing to extend the 8" waterline through the subdivision, complete with services for each lot, and loop the system to the existing 8" waterline on the east side of Ware Rd. The developer is also proposing three (3) fire hydrants for fire protection.
- 2. Sewer:** The developer is proposing an 8" sanitary sewer network that will service the subdivision. The developer is proposing to install one (1) sewer service for each proposed lot complete with a two-way clean out. The proposed sanitary sewer will be tying into the future 24" Auburn sewer line that will be install be another.

**3. MPU Participation:** With the approval of the Haven Hills Subdivision and with the addition of the eight (8) new MPU services, the developer is requesting for MPU participation for the off-site water improvements. The developer is proposing two (2) different means of water improvements that consist of:

- 1) Extending the waterline perpendicular to Auburn Ave. and tying into the existing 16" waterline to the south.
- 2) Extending the waterline parallel to Auburn Ave., tie into the existing 16" waterline to the west, abandon the existing 5" SWSC waterline and reconnect all existing services to the proposed 8" waterline.

The developer has asked the engineer to submit the estimated cost for each option. The cost estimates are attached to this MEMO for review. With the second option being more beneficial to MPU, the developer has agreed to install the 8" waterline parallel to Auburn Ave. with the request for MPU participate in the difference between the two options. The proposed participation amount will be a total of \$40,821.40. With the other commitments MPU has for participation, the current amount available is \$77,525.50.

4. The property falls within the MPU Alton Sewer Project sewer reimbursement.

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

- 1.) Dedication of a utility easement, possibly along the perimeter of the property.**
- 2.) Installation of the proposed public utility infrastructure to be constructed as proposed.**
- 3.) Payment of a Sanitary Sewer and Waterline Reimbursement to MPU in the amount of \$10,132.08**
- 4.) Approval of the off-site MPU water improvement participation in the amount of \$40,821.40**
- 5.) Approval of Interlocal Agreement between MPU and Sharyland WSC**
- 6.) Approval of preliminary and final P&Z approval**

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

Thank you

**UTILITY NARRATIVE  
HAVEN HILL SUBDIVISION  
McALLEN, TEXAS**

**POTABLE WATER SERVICE**

This property lies within the City of McAllen's Certificate of Convenience and Necessity (CCN). The City of McAllen has an existing 16" water line located on the South right of way of Auburn Ave (Mile 5) running east and west located at the south side of the proposed subdivision. Additionally, the City of McAllen has an existing 8" water line located on the east right of way of Ware Road running North and South located east of the proposed subdivision. The subdivision will be served by an internal 8" water distribution system. The proposed 8" line will be looped to the existing 16" line located at the south right of way of Auburn Ave (Mile 5) and the existing 8" line located at the east side of Ware Road.

All lots will be provided with Forty-five (45) 1" water services for future single-family homes and one (1) irrigation water service. Four (4) fire hydrants will be installed for fire protection within the proposed subdivision.

**SANITARY SEWER SERVICE**

This property lies in the City of McAllen's sanitary sewer Certificate of Convenience and Necessity (CCN). The City of McAllen is in the process of installing a new 8" sanitary sewer line on the north right of way of Auburn Ave (Mile 5). A proposed 8" sewer line will be connected to the new 8" line and extended north to service the subdivision. All lots will be provided with Forty-five (45) individual 4" sanitary sewer services.

**UTILITY NARRATIVE  
HAVEN HILL SUBDIVISION – OFF SITE PARTICIPATION  
McALLEN, TEXAS**

**POTABLE WATER SERVICE**

This property lies within the City of McAllen's Certificate of Convenience and Necessity (CCN). The City of McAllen has an existing 16" water line located on the south right of way of Auburn Ave (Mile 5) running east and west located at the south side of the proposed subdivision. Additionally, the City of McAllen has an existing 8" water line located on the east right of way of Ware Road running North and South located east of the proposed subdivision. The subdivision will be served by an internal 8" water distribution system. The proposed 8" line will be looped to the existing 16" line located on the south right of way of Auburn Ave (Mile 5) and the existing 8" line located at the east side of Ware Road.

The original scope of work for this subdivision is to connect the internal 8" water line for the subdivision to the existing 16" line located on the south right of way of Auburn Ave (Mile 5), by open cut of Auburn Ave (Mile 5) due to it being under construction at the moment and running the line across with a steel casing to connect to the existing 16" line with a tapping tee.

The City of McAllen approached the developer for this subdivision with an alternative connection to connect to the west of the subdivision by running the 8" water line out to the north right of way of Auburn Ave (Mile 5), and then proceeding with the 8" water line due west until it connects to the existing 16" water line with a Tap in Tee. This option includes the reconnection of services for the six (6) existing service connections on Auburn Ave (Mile 5) on the north right of way.

We would like to request participation for the difference in cost between our original scope of work (extend waterline south across Auburn Ave (Mile 5)) and the City's request to loop water line west along the north side of Auburn Ave (Mile 5) and connect existing services to new line. The cost difference is \$40,821.40. Both cost estimates have been submitted for review.

## 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 FORTIS LAND COMPANY, LLC hereinafter called the DEVELOPER.

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

HAVEN HILL SUBDIVISION and proposes to construct Utility Improvements as shown on a plan  
(Subdivision Name)

designed by RIO DELTA ENGINEERING 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: \_\_\_\_\_

OMAR GARCIA (MANAGING MEMBER)  
FORTIS LAND COMPANY, LLC  
5612 N 10TH ST SUITE 200  
MCALLEN, TX 78504

**SUBDIVISION REIMBURSEMENT WORKSHEET  
HAVEN HILL SUBDIVISION**

**SEWER LINE REIMB. CALCULATIONS**


SEWER:	MPU: ALTON SEWER PROJECT	
COST:	\$514.27 x 9.53 AC	\$4,900.99
10% ADMIN FEE <10 YEARS		490.10
<b>SEWER LINE REIMBURSEMENT</b>		<b>\$5,391.09</b>

**TOTAL REIMBURSEMENT DUE**

**\$5,391.09**

Prepared By: 

Date: 12/3/24

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: Omar Garcia



**RIO DELTA ENGINEERING**  
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT  
TEXAS REGISTERED ENGINEERING FIRM F-7628  
TEXAS LICENSED SURVEYING FIRM #10194027

Rio Delta Engineering

MPUB PARTICIPATION REQUEST

Project Name: HAVEN HILL SUBDIVISION - CITY OF MCALLEN  
9.94 ACRES (44 RESIDENTIAL LOTS)

Date: 12/4/2024

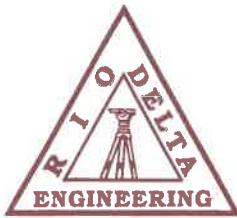
ORIGINAL SCOPE OFF-SITE WATER IMPROVEMENTS COST ESTIMATE  
Page 1 of 1

Offsite Water Service System - Loop water line south across Mile 5

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	8" DR 18 C-900 PVC WATER LINE	120 LF	\$45.00	\$5,400.00
2	16" x 8" TAPPING TEE W/GATE VALVE ASSY.	1 EA	\$4,500.00	\$4,500.00
3	16" STEEL CASING	90 LF	\$90.00	\$8,100.00
4	MISC. FITTINGS	0.12 TON	\$6,000.00	\$720.00
SUB-TOTAL:				\$18,720.00
5	ENGINEERING DESIGN (8% OF TOTAL CONSTRUCTION)			\$1,497.60
6	CONSTRUCTION MATERIAL TESTING FEE (3% OF TOTAL CONSTRUCTION)			\$561.60
7	ADMINISTRATION FEE (2% OF TOTAL CONSTRUCTION)			\$374.40
ESCROW SUB-TOTAL:				\$21,873.60



12/4/24



# RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT  
TEXAS REGISTERED ENGINEERING FIRM F-7628  
TEXAS LICENSED SURVEYING FIRM #10194027

Rio Delta Engineering

MPUB PARTICIPATION REQUEST

Project Name: HAVEN HILL SUBDIVISION - CITY OF MCALLEN  
9.94 ACRES (44 RESIDENTIAL LOTS)

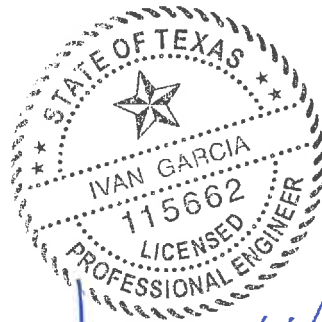
Date: 12/4/2024

OFF-SITE WATER IMPROVEMENTS COST ESTIMATE

Page 1 of 1

Offsite Water Service System - Loop water line west along the north side of Mile 5 and connect existing residences to new line

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	8" DR 18 C-900 PVC WATER LINE	750 LF	\$45.00	\$33,750.00
2	16" x 8" TAPPING TEE W/GATE VALVE ASSY.	1 EA	\$4,500.00	\$4,500.00
3	SERVICE RECONNECTIONS	7 EA	\$1,250.00	\$8,750.00
4	MISC. FITTINGS	0.75 TON	\$6,000.00	\$4,500.00
SUB -TOTAL:				\$51,500.00
5	ENGINEERING DESIGN (8% OF TOTAL CONSTRUCTION)			\$4,120.00
6	CONSTRUCTION MATERIAL TESTING FEE (3% OF TOTAL CONSTRUCTION)			\$1,545.00
7	ADMINISTRATION FEE (2% OF TOTAL CONSTRUCTION)			\$1,030.00
ESCROW SUB -TOTAL:				\$62,695.00



12/4/24



**1 IN:500 FT**

6 Mile Road

**219.17 AC**

**PROPOSED HAVEN HILLS  
SUBDIVISION LOCATION**



Auburn Avenue (5 Mile Road)

Ware Road

Trenton Road

**THIS EXHIBIT IS FOR ESTIMATING PURPOSES ONLY AND  
SHOULD NOT IN ANY WAY BE USED FOR DESIGNING. IT IS  
THE ENGINEER'S RESPONSIBILITY TO FIELD VERIFY ALL  
UTILITIES FOR DESIGNING.**

**Legend**

-  CCN Buyout
-  Existing McAllen Water CCN

# HAVEN HILL SUBDIVISION

BEING 9.53 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, SAID 9.53 ACRES BEING OUT OF AND FORMING A PART OR PORTION OF LOT 53, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY SUBDIVISION, RECORDED IN VOLUME 24, PAGE 67, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 9.53 ACRES TRACT OF LAND BEING OUT OF AND FORMING A PART OR PORTION OF A TRACT OF LAND CONVEYED TO RALPH L. GEARHART, DESCRIBED IN DOCUMENT NUMBER 3543966, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

20-ACRE TRACT DAVID J. ROJA STROHMEYER AND  
BEVERLY A. STROHMEYER  
DOC.#2278293, O.R.H.C. DOC.#751337, O.R.H.C.

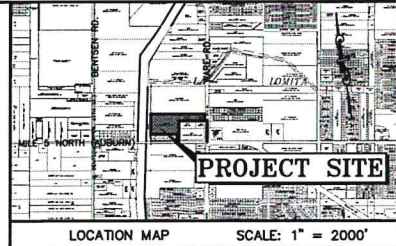
## LEGEND

- FOUND 1/2 INCH IRON ROD
- FOUND 5/8 INCH IRON ROD
- ▲ FOUND COTTON PICKER SPINDLE
- △ SET COTTON PICKER SPINDLE
- XXX NATURAL GROUND
- CALCULATED POINT
- CAPPED IRON ROD SET

## ABBREVIATION LEGEND

- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- S.W.C. SOUTHWEST CORNER
- F.T. FARM TRACT
- F.M. FARM-TO-MARKET
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.E. CENTER LINE
- LOT LINE

SCALE 1" = 60'  
BASIS OF BEARING  
TEXAS STATE PLANE  
COORDINATES  
NAD 83  
- TEXAS SOUTH ZONE  
(4205)  
ALL TERRA NAVD 88  
SYSTEMS NETWORK



## METS AND BOUNDS DESCRIPTION

BEING 9.53 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, SAID 9.53 ACRES BEING OUT OF AND FORMING A PART OR PORTION OF LOT 53, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY SUBDIVISION, RECORDED IN VOLUME 24, PAGE 67, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 9.53 ACRES TRACT OF LAND BEING OUT OF AND FORMING A PART OR PORTION OF A TRACT OF LAND CONVEYED TO RALPH L. GEARHART, DESCRIBED IN DOCUMENT NUMBER 3543966, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 9.53 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 53, SAME BEING A POINT ON THE CENTERLINE OF WARE ROAD, THENCE, N 81° 31' 54" E ALONG THE EAST LINE OF THE SAID LOT 53, SAME BEING ALONG THE CENTERLINE OF WARE ROAD, TO THE ORIGINAL NORTHEAST CORNER OF A CALLED 2.5-ACRE TRACT OF LAND CONVEYED TO ARMELINDA LOPEZ, RECORDED IN DOCUMENT NUMBER 3124604, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET.

THENCE, N 81° 25' 28" W ACROSS THE SAID LOT 53, SAME BEING ALONG THE ORIGINAL NORTH BOUNDARY LINE OF THE SAID 2.5-ACRE TRACT, TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF WARE ROAD (F.M. ROAD 2220), A DISTANCE OF 60.00 FEET TO A 3/8-INCH CAPPED IRON ROD SET, FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING.

THENCE, N 81° 25' 28" W ACROSS THE SAID LOT 53, SAME BEING ALONG THE NORTH BOUNDARY LINE OF THE SAID 2.5-ACRE TRACT, TO THE NORTHWEST CORNER OF THE SAID 2.5-ACRE TRACT, A DISTANCE OF 800.00 FEET TO A 3/8-INCH IRON ROD FOUND FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT.

THENCE, S 08° 31' 54" W ACROSS THE SAID LOT 53, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 2.5-ACRE TRACT AND A CALLED 5.0-ACRE TRACT OF LAND CONVEYED TO EILEEN M. DAVIS RECORDED IN DOCUMENT NUMBER 3088399, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF AUBURN AVENUE (MILE 5 ROAD), A DISTANCE OF 431.00 FEET TO A 3/8-INCH CAPPED IRON ROD SET, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, N 81° 25' 28" W ACROSS THE SAID LOT 53, SAME BEING ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF AUBURN AVENUE (MILE 5 ROAD), A DISTANCE OF 40.20 FEET TO A 3/8-INCH IRON ROD FOUND, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 08° 31' 54" E ACROSS THE SAID LOT 53, SAME BEING ALONG THE EAST BOUNDARY LINE OF A CALLED 1.16-ACRE TRACT CONVEYED TO JOSEPH L. BESS AND KATH AND BESS, RECORDED IN DOCUMENT NUMBER 3037781, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 150.00 FEET TO A 3/8-INCH IRON ROD FOUND FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT.

THENCE, N 81° 25' 28" W ACROSS THE SAID LOT 53, TO A POINT ON THE WEST LINE OF THE SAID LOT 53, A DISTANCE OF 620.18 FEET TO A 3/8-INCH CAPPED IRON ROD SET, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 08° 31' 54" E ACROSS THE SAID LOT 53, SAME BEING ALONG THE EAST BOUNDARY LINE OF A CALLED 1.16-ACRE TRACT CONVEYED TO CRISTINA VASQUEZ, RECORDED IN DOCUMENT NUMBER 2003632, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT ON THE NORTH LINE OF THE SOUTH 20.00 ACRES OF THE SAID LOT 53, A DISTANCE OF 470.00 FEET TO A 1-INCH PIPE, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 81° 25' 28" E ACROSS THE SAID LOT 53, SAME BEING ALONG THE NORTH LINE OF THE SOUTH 20.00 ACRES OF THE SAID LOT 53, TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF WARE ROAD (F.M. ROAD 2220), A DISTANCE OF 1259.82 FEET TO A 3/8-INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 08° 31' 54" W ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF WARE ROAD (F.M. ROAD 2220), A DISTANCE OF 185.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 9.53 ACRES OF LAND, MORE OR LESS.

## GENERAL PLAT NOTES:

- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB IN FRONT OF THE CENTER-POINT OF THE LOT.
- THE CORNER PINS ALONG AUBURN AVE. (MILE 5 NORTH) FOR LOTS 38, 39, 40, 71, 72, AND 73 ARE SET WITH AN OFF-SET OF 2 FT. INTO THE LOTS.
- THE CORNER PINS ALONG TAYLOR RD. FOR LOTS 1, 2, 3, 4, 117, 118, 119, 120 AND 121 ARE SET WITH AN OFF-SET OF 2 FT. INTO THE LOTS.
- THE CORNER PINS ALONG THE REAR SIDE FOR LOTS 4 THROUGH 38 ARE SET WITH AN OFF-SET OF 1 FT. INTO THE LOTS.
- MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:  
FRONT: 25 FT. OR GREATER FOR EASEMENTS.  
20 FT. OR GREATER FOR EASEMENTS ONLY FOR LOTS 18, 20, 21, 36, 37, 74, 75, 115, 116, 117, AND 118.  
15 FT. OR GREATER FOR EASEMENTS ONLY FOR LOTS 3, 4, 5, 6, 38, 39, 40, 71, 72, 73.

REAR: 10 FT. OR GREATER FOR EASEMENTS.  
INTERIOR SIDES: 5 FT. OR GREATER FOR EASEMENTS.  
CORNER: 10 FT. OR GREATER FOR EASEMENTS.

GARAGE: 18 FT. EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES.

6. THE SUBDIVISION IS IN ZONE "X" (NON-SHADED). AREAS DETERMINED OF MINIMAL FLOODING (NO SHADING) MAP COMMUNITY PANELS NO: 480334 0295 D MAP REVISED: JUNE 8, 2000.

7. DRAINAGE DETENTION OF 1.66 ACRES OF OR 3.328 ACRES IS REQUIRED FOR THIS SUBDIVISION. CURRENT RUNOFF WILL BE DETERMINED IN THE EXISTING HIDALGO COUNTY DRAINAGE DISTRICT NO.1 MISSION-MCALLEN LATERAL DRAIN DITCH.

8. ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, PRIOR TO ISSUANCE OF BUILDING PERMIT. GRADING MUST COMPLY WITH MASTER PLAN.

9. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. THE CITY OF MCALLEN TO HAVE A 25'X25' SIDE OBSTRUCTION EASEMENT AT STREET INTERSECTIONS MEASURED FROM STREET CURB INTERSECTION.

11. 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG AUBURN AVENUE (5 MILE LINE ROAD) AND 4 FT. WIDE MINIMUM SIDEWALK ALONG NORTH TAYLOR ROAD, AND BOTH SIDES OF ALL OTHER STREETS.

12. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG AUBURN AVENUE (5 MILE LINE ROAD) AND NORTH TAYLOR ROAD.

13. CITY OF MCALLEN BENCHMARK (MCA7) A 30" ALUMINUM PIPE WITH A 3" BRASS MONUMENT CAP ON TOP, LOCATED APPROXIMATELY 20 FEET EAST FROM NORTH TAYLOR ROAD AND 850 FEET NORTH OF MILE 5. NORTHING: 14622009.54221 EASTING: 1061100.60350 ELEV: 1140.02

14. 6 FT. GRADE BUFFER REQUIRED FROM ADJACENT MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES AND ALONG AUBURN AVE. (5 MILE LINE ROAD) AND NORTH TAYLOR ROAD.

15. 6 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

16. ALL UTILITY AND DRAINAGE EASEMENTS TO BE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.

17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

18. THIS SUBDIVISION IS SUBJECT TO A BLANKET EASEMENT RESERVATION IN FAVOR OF UNITED IRRIGATION DISTRICT AS SET FORTH IN DEED RECORDED IN DOCUMENT# 1815-490033, #1915-490281 & #1917-4809, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

19. 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 STOKES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.

20. NO PERMANENT STRUCTURE UTILITY POLE, HOLE, WALL, FENCE, OR DRAINAGE, 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.

21. 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.

22. DEVELOPER/OWNER'S ASSOCIATION/OWNER, THEIR SUCCESSORS AND ASSOCIES, AND NOT THE CITY OF MCALLEN SHALL BE RESPONSIBLE FOR COMPLIANCE OF INSTALLATION AND MAINTENANCE AND OTHER REQUIREMENTS PER SECTION 134-168 OF THE SUBDIVISION ORDINANCE, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS.

23. AS PER DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVERADO MOON SUBDIVISION, RECORDED AS DEEDS OF HIDALGO COUNTY, TEXAS, THE CITY OF MCALLEN SHALL BE RESPONSIBLE FOR COMPLIANCE OF INSTALLATION AND MAINTENANCE AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCES OF THE CITY OF MCALLEN, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS. ANY AMENDMENT TO DECLARATIONS THAT CONFLICT WITH THE REQUIREMENTS OF SECTION 134-168 OF THE SUBDIVISION ORDINANCE SHALL BE NULL AND VOID.

ON: \_\_\_\_\_ AT \_\_\_\_\_ AM/PM

INSTRUMENT NUMBER \_\_\_\_\_

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

ARMELINDA LOPEZ  
DOC.#3124604, O.R.H.C.

## Parcel Line Table

Line #	Length	Direction
L1	0.59	N8° 31' 53.76"E

## Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.68	55.00	23.62	S30° 16' 16"E	22.52
C2	50.10	55.00	52.19	S68° 10' 34"E	48.38
C3	50.01	55.00	52.10	N59° 40' 54"E	48.30
C4	50.01	55.00	52.09	N7° 35' 12"E	48.30
C5	15.75	55.00	16.41	N26° 39' 53"W	15.70
C6	58.79	55.00	61.25	N34° 51' 05"E	56.04
C7	82.22	55.00	85.65	N38° 35' 56"W	74.77
C8	82.22	55.00	85.65	S55° 45' 00"W	74.77
C9	59.89	55.00	62.39	S18° 16' 11"E	56.97
C10	10.25	55.00	10.68	S54° 48' 16"E	10.24

## P.O.B.

CPS SET

N:16627054.81'

E:1066351.07'

## P.O.C.

S.E. CRN OF LOT 54

CPS SET

N:16626556.35'

E:1066336.97'

## OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE HAVEN HILL SUBDIVISION, DO HEREBY GRANT AN ACCESS AND UTILITY EASEMENT TO THE CITY OF MCALLEN AND THOSE WHO MAY NOW OR HEREFTER HOLD FRANCHISE UNDER SAID CITY. THE USE OF THE STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF MCALLEN, TO THE EMPLOYEES OF THE UTILITY OPERATING UNDER FRANCHISE TO THE CITY OF MCALLEN, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

OMAR GARCIA (MANAGING MEMBER)

FORTIS LAND COMPANY, LLC

222 WEST UNIVERSITY DRIVE

EDINBURG, TEXAS 78539

DATE

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY APPEARED OMAR GARCIA, 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 \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

MY COMMISSION EXPIRES \_\_\_\_\_

## SHARYLAND WATER SUPPLY CORPORATION

I, CARLOS LIMA, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER INFRASTRUCTURE FOR THE HAVEN HILL SUBDIVISION LOCATED AT CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, SUBJECT TO THE POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

CARLOS LIMA

GENERAL MANAGER

SHARYLAND WATER SUPPLY CORPORATION

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): FORTIS LAND COMPANY, LLC	222 W. UNIVERSITY DRIVE	EDINBURG, TX. 78539 (956) 292-0008 (956) 292-0896
SURVEYOR: IVAN GARCIA	921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

## ROSEWOOD ESTATES

DOC.#3460007, M.R.H.C.

## LIENHOLDER'S ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S)) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND THE DESIGNATED HEREIN AS THE HAVEN HILL SUBDIVISION OF THE CITY OF MCALLEN, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATING OF THE PROPERTY AS PROVIDED FOR HEREIN.

VICTOR SUSTAITA

LOAN STAR NATIONAL BANK (ASSISTANT VICE-PRESIDENT)

520 E. HOLANA AVENUE

MCALLEN, TEXAS 78504

DATE

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY APPEARED VICTOR SUSTAITA, 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 \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

MY COMMISSION EXPIRES \_\_\_\_\_

## STATE OF TEXAS

UNITED IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY THE UNITED IRRIGATION DISTRICT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

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.

PRESIDENT

SECRETARY

## STATE OF TEXAS

COUNTY OF HIDALGO

MAYOR'S CERTIFICATE

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

## STATE OF TEXAS

COUNTY OF HIDALGO

PLANNING AND ZONING COMMISSION CHAIR CERTIFICATE

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

## 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

TRAIL E. SESIN, P.E., C.F.M.

GENERAL MANAGER

DATE

STATE OF TEXAS - COUNTY OF HIDALGO

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

IVAN GARCIA P.E., R.P.L.S.

REG. PROFESSIONAL ENGINEER No. 115662

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEN AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA P.E., R.P.L.S.

REG. PROFESSIONAL LAND SURVEYOR No. 6496

SURVEY FIRM No. 10194027



RIO DELTA ENGINEERING  
FIRM REGISTRATION NO. P-7628  
SURVEY FIRM NO. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539  
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERIM  
REVIEW UNDER THE  
AUTHORITY OF  
IVAN GARCIA,  
P.E. 115662 ON  
NOVEMBER 21, 2024  
IT IS NOT TO BE  
USED FOR CONSTRUCTION,  
BIDDING OR PERMIT  
PURPOSES.

ISSUED FOR:  
**PRELIMINARY**

PLAT SHEET  
HAVEN HILLS SUBDIVISION  
CITY OF MCALLEN  
HIDALGO COUNTY, TEXAS

PROJECT: HAVEN HILLS SUBDIVISION  
DRAWN: IVAN GARCIA P.E., R.P.L.S.  
CHECKED: IVAN GARCIA P.E., R.P.L.S.  
DATE: NOVEMBER 21, 2024  
REVISIONS: 1-01  
PAGE NO: 1 OF 1



Y:\VDC SUBDIVISIONS 2024\SUB 24\_026 - DG WARE RD SUBDIVISION\DWG\SUB 24\_026\_SHT 4 SEWER LAYOUT.dwg R00DELTA 12/4/2024 4:30 PM

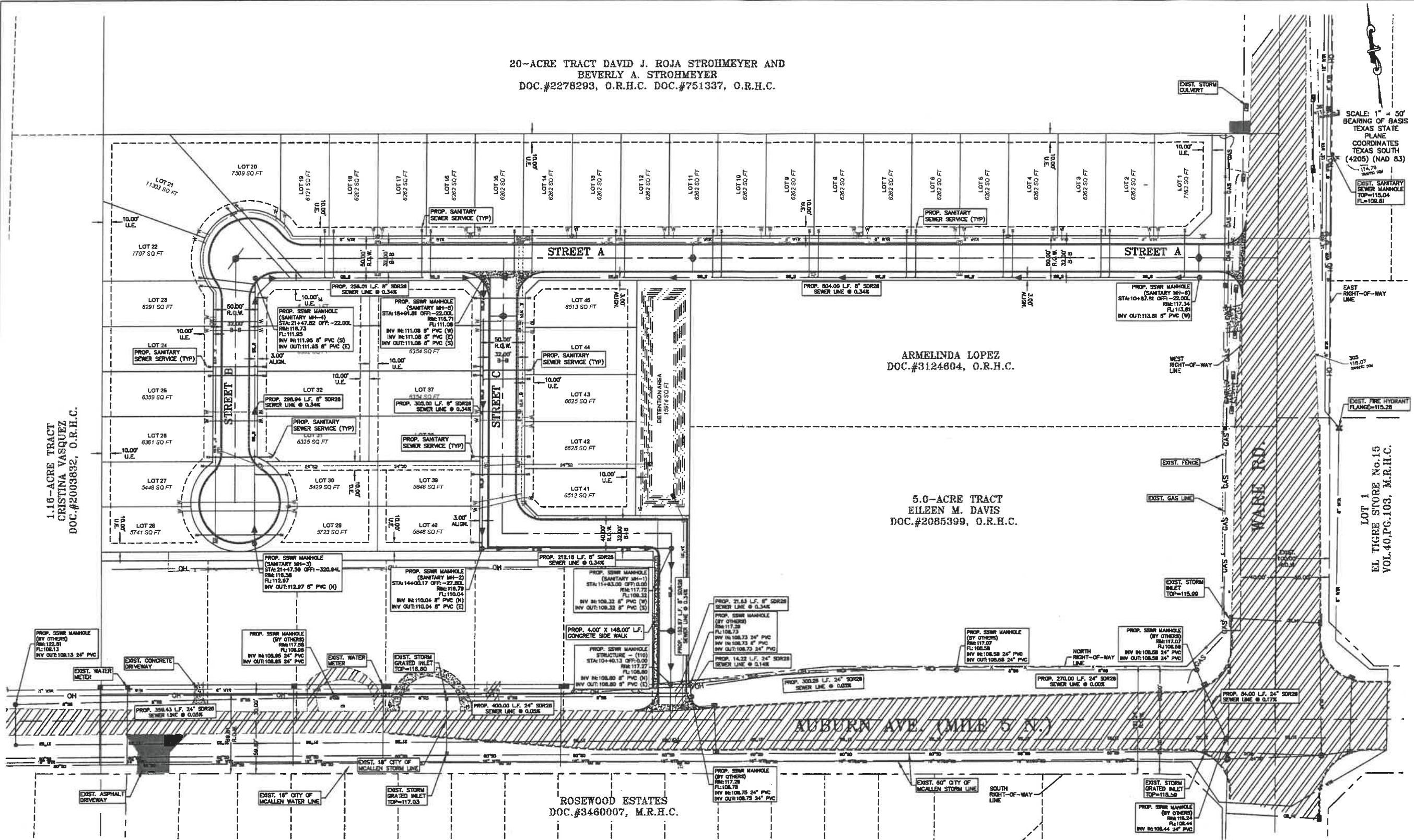
20-ACRE TRACT DAVID J. ROJA STROHMEYER AND  
BEVERLY A. STROHMEYER  
DOC.#2278293, O.R.H.C. DOC.#751337, O.R.H.C.

ARMELINDA LOPEZ  
DOC.#3124604, O.R.H.C.

5.0-ACRE TRACT  
EILEEN M. DAVIS  
DOC.#2085399, O.R.H.C.

ROSEWOOD ESTATES  
DOC.#3460007, M.R.H.C.

1.16-ACRE TRACT  
CRISTINA VASQUEZ  
DOC.#2003832, O.R.H.C.



- NOTES:
1. ALL MANHOLES WILL NEED TO BE PRE-FABRICATED.
  2. COORDINATION WITH MPV'S SEWER COLLECTIONS DEPARTMENT WILL BE NEEDED FOR THE INSTALLATION OF THE MANHOLE CONNECTING TO THE EXISTING 21" SEWER LINE TO STOP THE FLOOD.
  3. REMINDER THAT THE MAXIMUM HEIGHT FOR ADJUSTABLE RINGS ON THE MANHOLES ARE 12" OR 1' FOOT.
  4. PLEASE HAVE ALL SEWER SERVICES CLOSE TO THE EDGE OF THE PROPERTY OR IN A GREEN PLACE, OUT OF THE POSSIBILITY OF IT BEING IN THE FUTURE DRIVEWAY. IF POSSIBLE PLEASE PROVIDE A LAYOUT SHOWING THE STANDARD DRIVEWAY AND HOUSE LAYOUT, IF UNABLE TO HAVE THE SEWER SERVICE OUTSIDE OF THE DRIVEWAY, A STEEL BOOT VALVE COVER, LABELED "SEWER" WILL BE NEEDED, FLUSHED WITH THE DRIVEWAY.
  5. ALL SERVICES ABOVE THE PROPOSED WATER LINES SHALL BE 30" 40 PVC (160 PSI) WITH GLUE JOINTS.

LEGEND					
	EXIST. GRATE INLET		EXIST. GUY WIRE		EXIST. MAIL BOX
	EXIST. CURB INLET		EXIST. POWER POLE		EXIST. BRICK MAIL BOX
	EXIST. TELEPHONE PEDESTAL		EXIST. WATER VALVE		EXIST. WATER METER
	EXIST. GRATE INLET		EXIST. FLUSH VALVE		EXIST. STREET SIGN
	EXIST. LAMP POLE		EXIST. IRRIGATION VALVE		EXIST. SANITARY SEWER MANHOLE
	EXIST. TRAFFIC POLE		EXIST. FIREHYDRANT		EXIST. STORM SEWER MANHOLE
	EXIST. FENCE LINE		EXIST. OVERHEAD ELECTRIC LINE		EXIST. UNDERGROUND CABLE
	EXIST. UNDERGROUND GAS LINE		1/2" IRON ROD SET		1/2" IRON ROD FOUND
	FENCE CORNER FOUND		1/2" IRON ROD FOUND		RIGHT-OF-WAY POST FOUND
	CALCULATED POINT		COTTON PICKER SPINDLE SET		ELECTRICAL BOX

RIO DELTA ENGINEERING  
FIRM REGISTRATION No. F-7828  
SURVEY FIRM No. 10194027  
921 S. 10TH AVENUE EDINBURG, TEXAS 78539  
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERIM  
REVIEW UNDER THE  
AUTHORITY OF  
IVAN GARCIA  
P.E. 115682 ON  
NOVEMBER 25, 2024  
IT IS NOT TO BE  
USED FOR CONSTRUCTION,  
BIDDING OR PERMIT  
PURPOSES

PRELIMINARY

SANITARY SEWER LAYOUT  
HAVEN HILLS SUBDIVISION  
CITY OF MCALLEN  
HIDALGO COUNTY, TEXAS

PROJECT:  
DESIGNED:  
IVAN GARCIA P.E. R.P.L.S.  
SURVEYED:  
IVAN GARCIA P.E. R.P.L.S.  
CHECKED:  
IVAN GARCIA P.E. R.P.L.S.  
DRAWN:  
H.G./V.V.  
SCALE:  
1" = 50'  
DATE:  
NOVEMBER 25, 2024  
PROJECT:  
SUB 24\_026  
REVISIONS:  
PAGE NO.  
SHT 4

20-ACRE TRACT DAVID J. ROJA STROHMEYER AND  
BEVERLY A. STROHMEYER  
DOC.#2278293, O.R.H.C. DOC.#751337, O.R.H.C.































1.16-ACRE TRACT  
CRISTINA VASQUEZ  
DOC.#2003832, O.R.H.C.

ARMELINDA LOPEZ  
DOC.#3124604, O.R.H.C.

ROSEWOOD ESTATES  
DOC.#3480007, M.R.H.C.

- GENERAL NOTES:**
- 1.) THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH ALL APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN CONSTRUCTION AREA.
  - 2.) ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
  - 3.) THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
  - 4.) BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
  - 5.) ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
  - 6.) ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

- NOTES:**
- 1.) ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.
  - 2.) ALL EXISTING WATER SERVICES ALONG TROSPER ROAD SHALL BE RECONNECTED TO THE NEW WATER LINE (AS PER SHARYLAND WATER SUPPLY CORPORATION STANDARDS). CONTRACTOR SHALL COORDINATE FOR FIELD VERIFICATION AND LOCATION OF ALL EXISTING WATER SERVICES, AND ANY BORES IF NEEDED.
  - 3.) 5 FOOT MINIMUM SEPARATION BETWEEN FIRE HYDRANTS AND WATER SERVICES.

	EXIST. GRATE INLET		EXIST. GUY WIRE		EXIST. MAIL BOX		EXIST. FENCE LINE		FENCE CORNER FOUND
	EXIST. CURB INLET		EXIST. POWER POLE		EXIST. BRICK MAIL BOX		EXIST. OVERHEAD ELECTRIC LINE		1/2-INCH IRON PIPE FOUND
	EXIST. TELEPHONE PEDESTAL		EXIST. WATER VALVE		EXIST. WATER METER		EXIST. UNDERGROUND CABLE		RIGHT-OF-WAY POST FOUND
	EXIST. GRATE INLET		EXIST. FLUSH VALVE		EXIST. STREET SIGN		EXIST. UNDERGROUND GAS LINE		CALCULATED POINT
	EXIST. LAMP POLE		EXIST. IRRIGATION VALVE		EXIST. SANITARY SEWER MANHOLE		1/2" IRON ROD SET		COTTON PICKER SPINDLE SET
	EXIST. TRAFFIC POLE		EXIST. FIREHYDRANT		EXIST. STORM SEWER MANHOLE		1/2" IRON ROD FOUND		ELECTRICAL BOX

**RIO DELTA ENGINEERING**  
FIRM REGISTRATION No. P-7828  
SURVEY FIRM No. 10194027  
921 S. 10TH AVENUE EDINBURG, TEXAS 78539  
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115682 ON DECEMBER 4, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

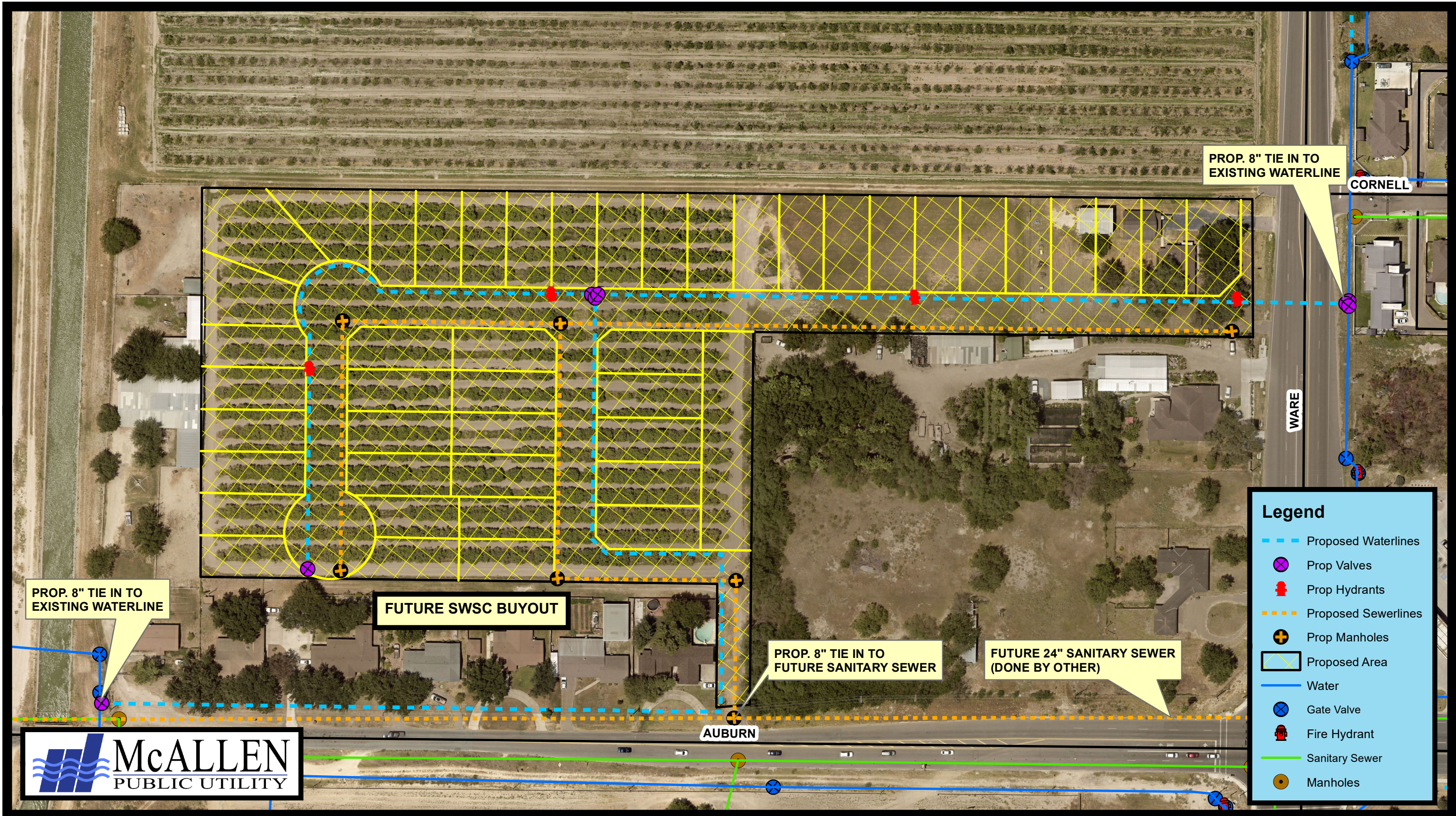
PRELIMINARY

**WATER LAYOUT - ORIGINAL SCOPE**  
HAVEN HILLS SUBDIVISION  
CITY OF MCALLEN  
HIDALGO COUNTY, TEXAS

PROJECT: WATER LAYOUT - ORIGINAL SCOPE  
DESIGNED BY: IVAN GARCIA P.E. R.P.L.S.  
SURVEYED BY: IVAN GARCIA P.E. R.P.L.S.  
CHECKED BY: IVAN GARCIA P.E. R.P.L.S.  
DRAWN BY: H.G./Y.V.  
SCALE: 1" = 50'  
DATE: DECEMBER 4, 2024  
PROJECT: SUB 24 026  
REVISIONS:  
PAGE: 11  
SHT 8



# HAVEN HILLS SUBDIVISION



# HAVEN HILLS SUBDIVISION OFF-SITE WATER PARTICIPATION REQUEST

HAVEN HILLS SUBDIVISION



SCALE: 1 :50

OPTION 1

AUBURN

FUTURE 24" SANITARY SEWER  
TO BE INSTALLED BY OTHER

OPTION 2

## OPTION 1 (PERFERED)

Offsite Water Service System - Loop water line west along the north side of Mile 5 and connect existing residences to new line

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	8" DR 18 C-900 PVC WATER LINE	750 LF	\$45.00	\$33,750.00
2	16" x 8" TAPPING TEE W/GATE VALVE ASSY.	1 EA	\$4,500.00	\$4,500.00
3	SERVICE RECONNECTIONS	7 EA	\$1,250.00	\$8,750.00
4	MISC. FITTINGS	0.75 TON	\$6,000.00	\$4,500.00
SUB-TOTAL:				\$51,500.00
5	ENGINEERING DESIGN (8% OF TOTAL CONSTRUCTION)			\$4,120.00
6	CONSTRUCTION MATERIAL TESTING FEE (3% OF TOTAL CONSTRUCTION)			\$1,545.00
7	ADMINISTRATION FEE (2% OF TOTAL CONSTRUCTION)			\$1,030.00
ESCROW SUB -TOTAL:				\$62,695.00

## OPTION 2

Offsite Water Service System - Loop water line south across Mile 5

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	8" DR 18 C-900 PVC WATER LINE	120 LF	\$45.00	\$5,400.00
2	16" x 8" TAPPING TEE W/GATE VALVE ASSY.	1 EA	\$4,500.00	\$4,500.00
3	16" STEEL CASING	90 LF	\$90.00	\$8,100.00
4	MISC. FITTINGS	0.12 TON	\$6,000.00	\$720.00
SUB-TOTAL:				\$18,720.00
5	ENGINEERING DESIGN (8% OF TOTAL CONSTRUCTION)			\$1,497.60
6	CONSTRUCTION MATERIAL TESTING FEE (3% OF TOTAL CONSTRUCTION)			\$561.60
7	ADMINISTRATION FEE (2% OF TOTAL CONSTRUCTION)			\$374.40
ESCROW SUB -TOTAL:				\$21,873.60



**AGENDA ITEM**

**6.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**11/28/2024**

**MEETING DATE**

**12/12/2024**

1. Agenda Item: Consideration and possible action to Write-off the 2nd quarter bad debt fiscal year 2023-2024.
2. Party Making Request:  
Pablo Rodriguez, Customer Relations Manager
3. Nature of Request: Authorization to write-off bad debt: Water fund \$16,553.09 Sewer Fund \$12,827.43 for a total write-off of \$\$29,380.52.
4. Budgeted:  

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement:
6. Routing:  
Pablo Rodriguez                      Created/Initiated - 11/28/2024
7. Staff's Recommendation: Approval Of \$29,380.52.
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:** 11/28/2024  
**Re:** Bad Debt write-offs for 2<sup>nd</sup> Quarter FY 2023-2024

Attached for your review and consideration is a list of delinquent accounts for the 2<sup>nd</sup> Quarter of FY 2023-2024 (January 1, 2024–March 31, 2024). Staff is recommending approval of the bad debt write-off for \$29,380.52 which constitutes 0.30% of collected revenues for same period. Billed revenues totaled \$9,860,991.78. The breakdown for the proposed bad debt write-off is illustrated below:

**By Fund:**

<b>Fund</b>	<b>2nd Qtr FY 2023-2024 Revenues</b>	<b>Amount of Write-Off</b>	<b>Percent of Revenues</b>
<b>Water</b>	\$5,410,030.67	\$16,553.09	0.17%
<b>Sewer</b>	\$4,450,961.11	\$12,827.43	0.13%
<b>Total</b>	\$9,860,991.78	\$29,380.52	0.30%

**By customer type:**

<b>Type</b>	<b>No. of Accounts</b>	<b>Amount of Write-Off</b>	<b>Percent of Write-Off</b>	<b>Percent of Revenues</b>
<b>Rental</b>	268	\$23,152.93	78.80%	0.23%
<b>Owned</b>	63	\$6,227.59	21.20%	0.07%
<b>Total</b>	331	\$29,380.52	100.00%	0.30%

**By customer class:**

<b>Water &amp; Sewer</b>	<b>Amount of Write-Off</b>	<b>Percent of Write- Off</b>	<b>Percent of Revenues</b>
<b>Residential</b>	\$25,913.93	88.20%	0.26%
<b>Commercial</b>	\$3,437.05	11.70%	0.04%
<b>Multi-Family</b>	\$29.54	0.10%	0.00%
<b>Total</b>	\$29,380.52	100.00%	0.30%

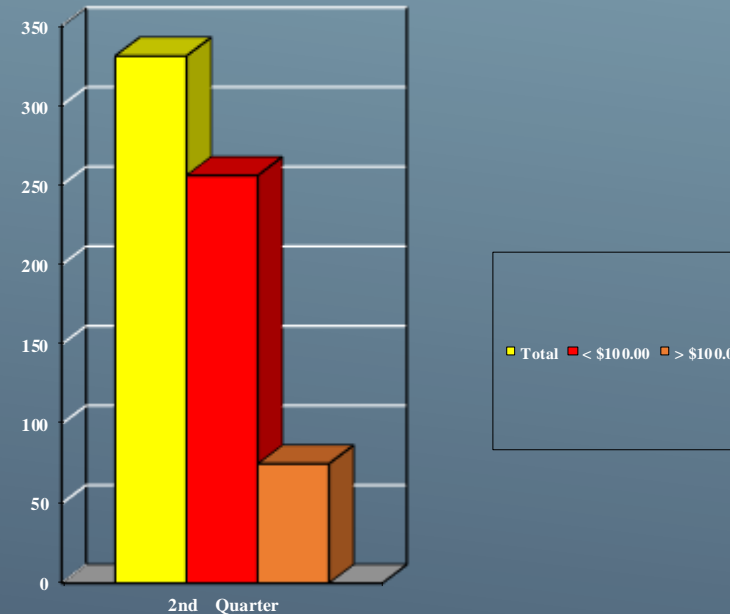


**City of McAllen**  
**McAllen Public Utility**

**Bad Debt Write-Off Report for**  
**2<sup>nd</sup> Quarter FY 2023-2024**

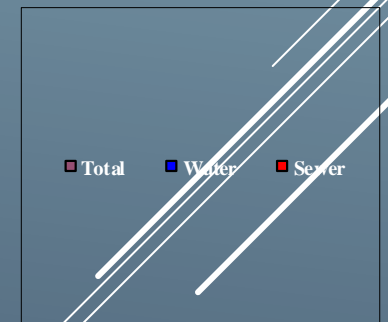
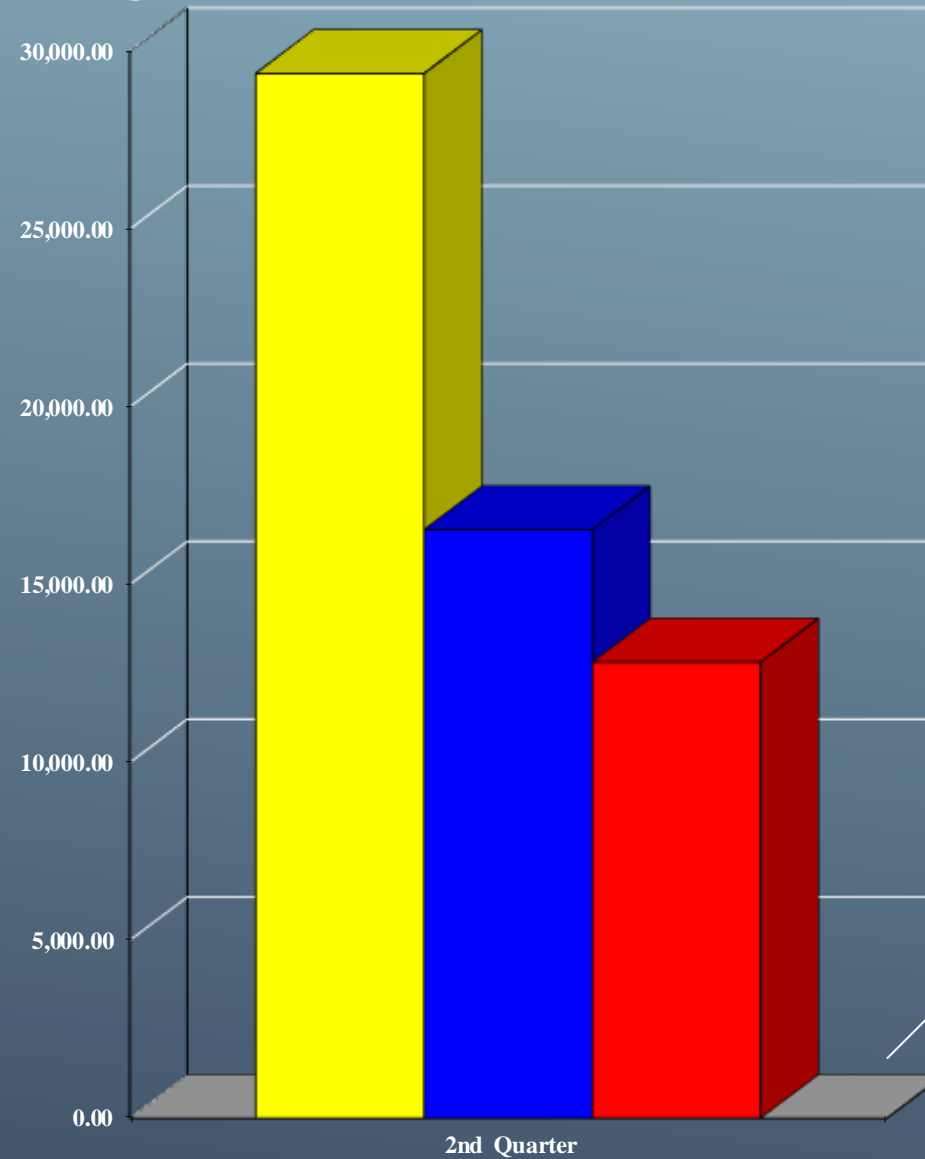
# ACCOUNTS BREAKDOWN

- ▶ 331 Accounts on Report  
\$29,380.52.
- ▶ 256 Accounts have  
balances less than  
\$100.00.
- ▶ 75 Accounts have  
balances greater than  
\$100.00.



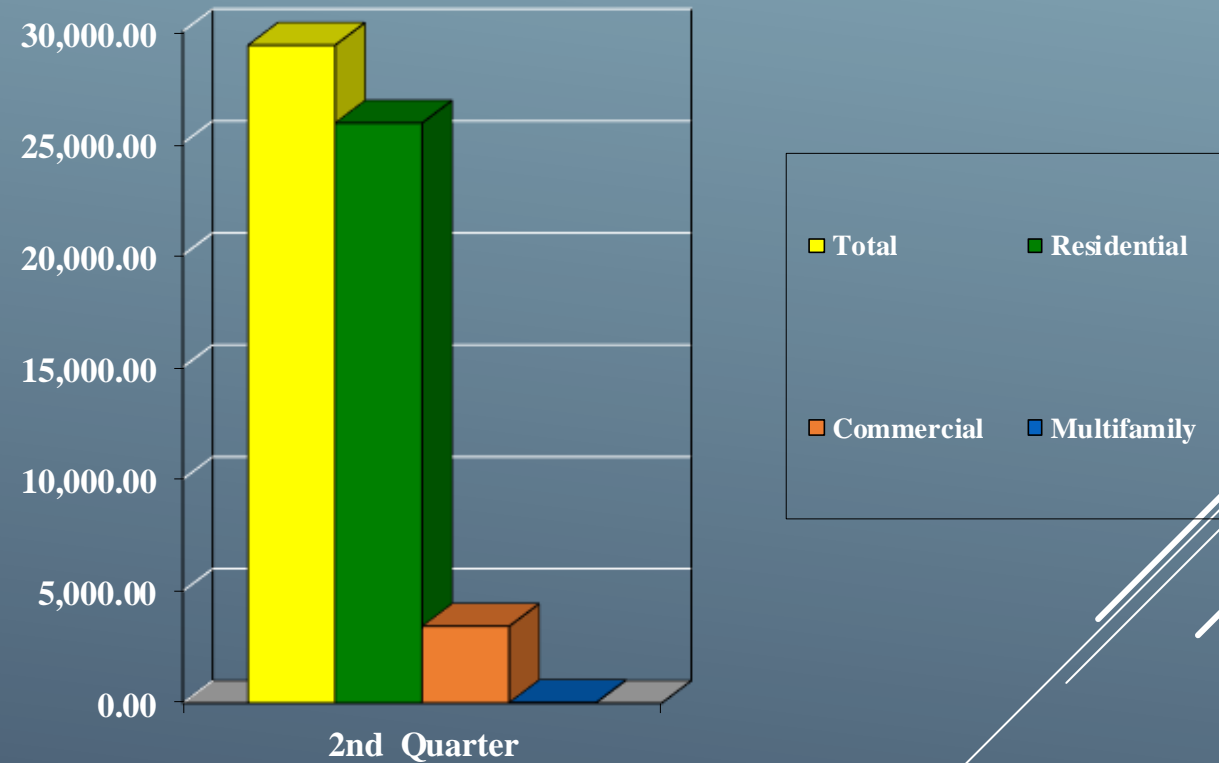
# BY FUND TOTALS

- ▶ Total \$29,380.52
- ▶ Water - \$16,553.09
- ▶ Sewer - \$12,827.43
- ▶ Combined they represent .30% of 2<sup>nd</sup> Qtr. Revenues



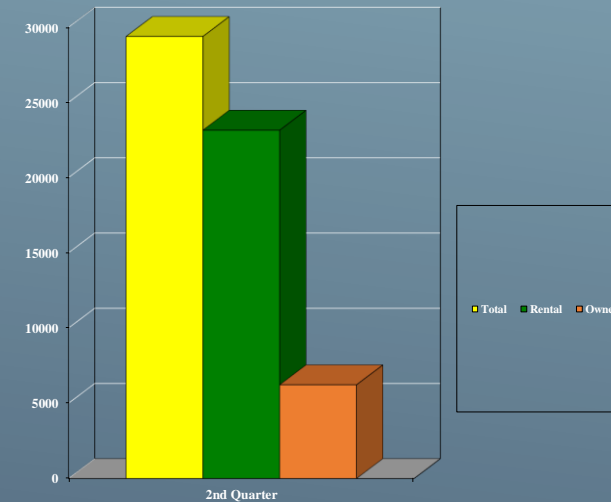
# BY CUSTOMER CLASS

- ▶ Total - \$29,380.52
- ▶ Residential - \$25,913.93
- ▶ Commercial - \$3,437.05
- ▶ Multi-Family - \$29.54




# BY CUSTOMER TYPE


- ▶ Total - \$29,380.52
- ▶ Rental - \$23152.93
- ▶ Owner - \$6,227.59



# ACCOUNTS WITH \$100.00 PLUS BALANCES SUMMARY.

- ▶ Of the 331 accounts on the list, 75 have balances greater than \$100.00
  - ▶ Accounts had a deposit and deposit was applied to the account.
  - ▶ Collection efforts are continuous.
- 
- A series of three parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

# PROPOSAL

- ▶ 2nd Quarter Bad Debt Write-Off –  
\$29,380.52 / .30% of Revenues for same period.
  - ▶ Staff recommends approval of bad debt write-off for this period by the Board.
  - ▶ Thank You!
- 
- Several thin, white, parallel diagonal lines are positioned in the bottom right corner of the slide, extending from the right edge towards the center.

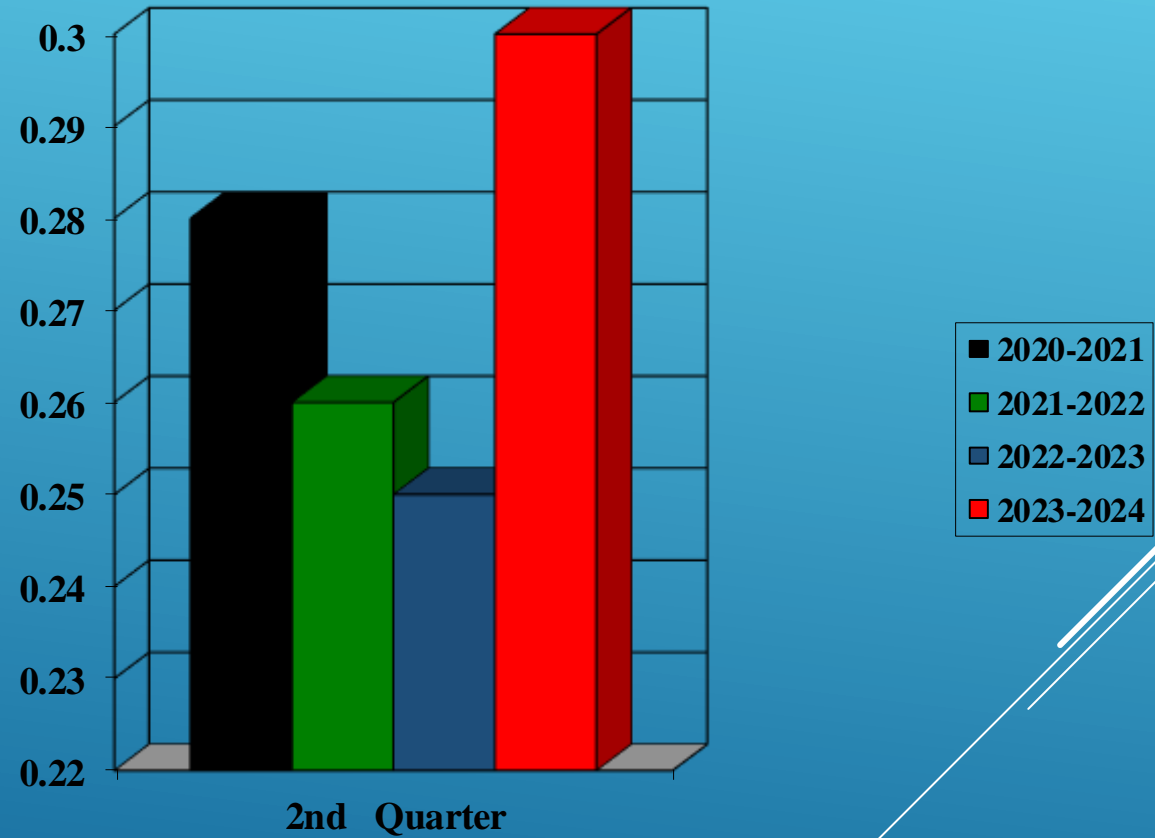


City of McAllen  
McAllen Public Utility

Trend Analysis of Bad Debt  
2<sup>nd</sup> Quarter

# TREND ANALYSIS OF BAD DEBT

- ▶ 2020-2021 - .28%
- ▶ 2021-2022 - .26%
- ▶ 2022-2023 - .25%
- ▶ 2023-2024 - .30%





**AGENDA ITEM**

**8.a.**

**PUBLIC UTILITY BOARD**

**DATE SUBMITTED**

**12/02/2024**

**MEETING DATE**

**12/12/2024**

**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:** \_\_\_\_\_  
**Under Budget:** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_  
**Over Budget:** \_\_\_\_\_  
**Amount Remaining:** \_\_\_\_\_

**5. Reimbursement:**

**6. Routing:**  
**Savannah Arredondo**

**Created/Initiated - 12/2/2024**

**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**