



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

DATE: Tuesday, October 15, 2024

TIME: 4:00 P.M.

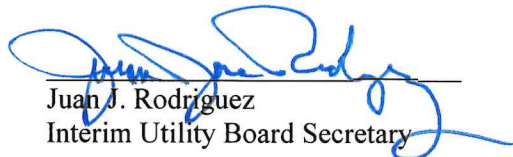
PLACE: McAllen City Hall
Commission Chambers – 3rd Floor
1300 Houston Avenue
McAllen, Texas 78501

SUBJECT MATTER:

See Subsequent Agenda.

CERTIFICATION

I, the Undersigned authority, do hereby certify that the attached agenda of meeting of the McAllen Public Utility Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **11th** day of **October, 2024** at **3:00 P.M.** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Juan J. Rodriguez
Interim Utility Board Secretary



**BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 15, 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 Minutes for the Workshop and Regular Meeting held on September 24, 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) Consider authorizing the General Manager to enter into a Memorandum of Understanding with the Texas Department of State Health Services (DSHS MOU No. HHS001454300009) for the DSHS wastewater mentoring program.

b) Approval of Pecan Heights (13 Lots-Townhome units)

c) Approval of Habitat at Hackberry Subdivision (2 - Lot Family Residential)

3. BIDS AND CONTRACTS:

a) Consideration and Approval for Final Reconciliation Change Order #1 for the 2024 Manhole Rehabilitation Project Phase VI

b) Consideration and possible approval of an addendum to the permanent water supply and delivery contract with Hidalgo County Irrigation District No. 1 as approved by the McAllen Public Utility.

4. MANAGER'S REPORT:

- a) Appointment of Public Utility Board Trustee to the City of McAllen's Audit and Investment Committee.

5. FUTURE AGENDA ITEMS

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

- a) Evaluation of General Manager (Section 551.074 T.G.C)
- b) Consultation with City Attorney regarding pending litigation (Section 5510071, T.G.C)
- c) Consultation with City Attorney regarding legal aspects of financial ratings (Section 551.071 T.G.C).
- d) Consultation with City Attorney regarding legal aspects of proposed contractual agreement (Section 551.071 T.G.C).

ADJOURNMENT

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

THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON OCTOBER 29, 2024.



	AGENDA ITEM	<u>1.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/08/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Approval of Minutes for the Workshop and Regular Meeting held on September 24, 2024.

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 10/8/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -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 met in a Workshop on **Tuesday, September 24, 2024** at 3:00 a.m. at the McAllen City Hall – 3rd Floor Commission Chambers:

	Charles Amos	Chairman
	Ernest Williams	Vice-Chairman
	Ricardo Godinez	Trustee
	Albert Cardenas	Trustee
Absent:	Javier Villalobos	Mayor/Ex Officio
Staff:	Marco A. Vega, P.E.	General Manager
	J.J. Rodriguez	Assistant General Manager
	Austin Stevenson	Interim City Attorney
	Savannah Arredondo	Assistant to the Utility Board Secretary
	Maria Chavero	Director of Finance for Utilities
	David Garza	Director of Wastewater Systems
	Edward Gonzalez	Director of Water Systems
	Juan Vallejo	Assistant Director of Water Systems
	Rafael Balderas, EIT	Assistant to the Utility Engineer
	Erika Gomez, P.E.	Interim Utility Engineer
	Janet Landeros	Grants and Contracts Coordinator
	Carlos Gonzalez	Utility Engineer
	Jim Bob Sides	Video Production Specialist
	Carlos Solano	Pre-Treatment Inspector
	Patrick Gray, EIT	GIS Coordinator
	Francisco Cardenas	Wastewater Mechanic
	Jose Montes	T & D Maintenance
	Raul Garcia	T & D Inspector
	Laura Garza Hernandez	Utility Billing Clerk
	Juan Reyes	Water Plant Operator
	Robert W. Allen	Meter Reader
	John Gutierrez	Wastewater Plant Operator

1) Discussion of Proposed FY 24-25 Budget

Mr. Marco Vega, P.E., General Manager, provided an overview and gave closing statements regarding the proposed budget for FY 2024-2025.

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

Chairman Amos recessed the meeting at 3:43 p.m. to go into Executive Session. Chairman Amos reconvened the meeting around 4:05 p.m.

- a) Consultation with City Attorney regarding pending litigation (Section 551.071, T.G.C).
- b) Consultation with City Attorney regarding legal aspects of proposed development (Section 551.071, T.G.C).

ADJOURNMENT

There being no other business to come before the Board, the workshop was unanimously adjourned at 4:05 p.m.

Charles Amos, Chairman

Attest:

Juan J. Rodriguez
Interim Utility Board Secretary

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

The McAllen Public Utility Board (MPUB) convened in a Regular Meeting on **Tuesday, September 24, 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
	Ricardo Godinez	Trustee
Absent:	Javier Villalobos	Mayor/Ex-Officio
Staff:	Marco A Vega, P.E.	General Manager
	Juan J. Rodriguez	Assistant General Manager
	Austin Stevenson	Interim City Attorney
	Savannah Arredondo	Assistant to the Utility Board Sec.
	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.	Interim Utility Engineer
	Carlos Gonzalez, P.E.	Utility Engineer
	Edward Gonzalez	Director of Water Systems
	Jim Bob Sides	Video Production Specialist
	Patrick Gray, E.I.T.	GIS Coordinator
	Francisco Cardenas	Wastewater Mechanic II
	Juan Pedraza	Transmission & Dist. Manager
	Carlos Solano	Pre-Treatment Inspector
	Valeria Rios	Treasury Accountant
	Jose Montes	Trans & Dist. Maintenance
	Raul Garza	Trans & Dist. Inspector
	Laura Garza Hernandez	Utility Billing Clerk
	Juan Reyes	Water Plant Operator
	Robert W. Allen	Meter Reader
	John Gutierrez	Wastewater Operator

CALL TO ORDER:

Chairman Amos called the meeting to order at 4:06 p.m.

1. MINUTES:

- a) Approval of the Minutes for the Regular Meeting held September 10, 2024.

Trustee Cardenas moved to approve the minutes for the regular meeting held September 10, 2024. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

2. CONSENT AGENDA:

- a) Approval of AFG Plaza Subdivision (1 Lot, Commercial)

Trustee Cardenas moved to approve AFG Plaza Subdivision. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

3. ORDERS:

- a) Roll call vote on Adoption of an Ordinance/Order – Approving and Adopting the City of McAllen Annual Budget for Fiscal Year 2024-2025, including the McAllen Public Utility Budget.

Trustee Godinez motioned to approve and adopt the City of McAllen Annual Budget for Fiscal Year 2024-2025, including the McAllen Public Utility

Budget. Vice-Chairman seconded the motion. The roll call vote on the motion carried as follows:

AYE: Chairman Charles Amos, Vice-Chairman Ernest Williams, Trustee Albert Cardenas, Trustee Ricardo Godinez.

NAY: None

ABTAIN: None

ABSENT: Mayor/Ex-Officio Javier Villalobos.

The motion passed.

4. ORDERS:

- a) Resolution authorizing the submission of a grant application to the Bureau of Reclamation WaterSMART Desalination Construction Projects Under the WIIN Act for Fiscal Year 2024 and designating an authorized representative to carry out the implementation of the project.

Trustee Godinez asked if staff will have to submit another application next year due to the application showing for 2024 cycle. Janet Landeros, Grants and Contracts Coordinator, stated because the grant is for a three (3) year cycle there will be another submittal of the second part of the grant in 2025.

Vice-Chairman Williams moved to approve of the submission of a grant application to the Bureau of Reclamation WaterSMART Desalination Construction Projects. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

- b) Resolution approving the City's Investment Policy and Strategy as presented.

Trustee Godinez moved to approve the City's Investment Policy and Strategy. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

5. UTILITY LAYOUTS:

- a) Consideration and Approval of MPU Sewer Participation for Northwood Trails II & III Subdivision.

Mr. Patrick Gray, E.I.T., GIS Coordinator stated Northwood trails II & III subdivision is a development in north McAllen located near the 29th street and Freddy Gonzalez intersection. He noted the subdivision received Board approval on February 27, 2024. He mentioned staff reached out to the developer about the prospect of extending the sewer line improvements upstream west of the proposed development. These upstream improvements are needed to support infrastructure improvements currently under construction along Mile 5 roadway. The developer expressed interest and secured a preliminary engineer's estimate for the associated scope of work. The improvements for this area include the installation of a 6-inch force main approximately 1,250 linear feet that will extend west and cross both Hidalgo County Irrigation District #1's canal and drainage ditch and extend to the east property line of the pending up north on Ware Subdivision. He stated staff will continue to coordinate with new ownership group for the pending up north on Ware Subdivision about completing the remaining force main and lift station within limits of subject subdivision. Staff is recommending Board participation for the full off-site wastewater public improvements that total to \$254,080.00. Should Board approve this amount, staff will commence preparation of a reimbursement certificate that will include all related infrastructure improvements.

Vice-Chairman Williams moved to approve the MPU Sewer Participation for Northwood Trails II & III Subdivision. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

6. FUTURE AGENDA ITEMS

Mr. Marco Vega P.E., General Manager reminded the Board that McAllen Public Utility will be having the Annual Night Out and Employee Luncheon in October as well as the Rio Grande Valley Utility Conference the first week of November.

ADJOURNMENT

There being no other business to come before the Board, the meeting was unanimously adjourned at 4:19 p.m.

Charles Amos, Chairman

Attest:

Juan J. Rodriguez
Interim Utility Board Secretary



	AGENDA ITEM	<u>2.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/07/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Consider authorizing the General Manager to Enter into a Memorandum of Understanding with the Texas Department of State Health Services (DSHS MOU No. HHS001454300009) for the DSHS wastewater monitoring program.

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 10/7/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

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

Date: October 7, 2024

Subject: Memorandum of Understanding with the Department of State Health Services.

We are in receipt of a request from the Department of State Health Services (DSHS) to enter into a Memo of Understanding given their interest to test wastewater for pathogens at our North Wastewater Treatment Plant (NWWTP). The DSHS wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program's aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal service areas. Program activities will be conducted in collaboration with the MPU.

Data may be used to: 1. Understand the spread of microorganisms throughout a community; 2. Detect outbreaks in communities; 3. Assess the effectiveness of prevention approaches; 4. Identify known variants of microorganisms; and 5. Identify emerging variants of microorganisms.

The MOU shall become effective once signed by all Parties and will be valid for five (5) years. The Parties agree that any Party may terminate the MOU sooner upon giving 30 days' written notice to the other Parties.

DSHS will be responsible for facilitating timely and complete communications and program activities with MPU. To establish microorganism targets as advised by the Centers for Disease Control and Prevention (CDC). Microorganism targets may change according to public health priorities.

MPU will be responsible to review and approve workplan in collaboration with DSHS and review optimized protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data. Attached for your consideration is a copy of the proposed MOU.

Please let me know if you have any questions or need additional information.

DEPARTMENT OF STATE HEALTH SERVICES

**MEMORANDUM OF UNDERSTANDING
DSHS MOU No. HHS001454300009**



This Memorandum of Understanding (MOU), is entered into between the **Texas Department of State Health Services (DSHS)**, and **City of McAllen Public Utility ("MPU")**, who are collectively referred to herein as the "Parties."

I. PURPOSE

The DSHS wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program's aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the MPU.

II. AUTHORITY

The Parties enter into this MOU under the authority of the Texas Government Code Chapter 531 and the Texas Health and Safety Code Chapters 12 and 81.

III. LIAISONS AND NOTICES

The Parties will maintain designated liaisons during the entire term of the MOU. The Parties will communicate in writing any subsequent changes in liaison personnel. The names and contact information for the initial liaisons are as follows:

DSHS

Shonté Battle
Department of State Health Services
1100 West 49th Street
Austin, Texas 78756
Phone: 512-776-7761
Email: Shonte.Battle@dshs.texas.gov

City of McAllen Public Utility

Mark Vega, P.E.
City of McAllen Public Utility
2100 Sprague Rd.
McAllen TX 78504
Phone: (956) 681-1600
Email: mvega@mcallen.net

IV. LEGAL NOTICES

Legal notices under this MOU will be deemed effective when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Department of State Health Services
1100 West 49th Street, MC 1911
Austin, Texas 78756
Attention: General Counsel

City of McAllen NWWTP
2100 Sprague Rd.
McAllen, Texas 78504
Attn: NWWTP Manager

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Any Party may change its address for receiving legal notice by notifying the other Parties in writing.

V. TERM AND TERMINATION

This MOU shall become effective once signed by all Parties and will be valid for five years. The Parties hereby agree that any Party may terminate the MOU sooner upon giving 30 days' written notice to the other Parties.

This MOU may be terminated in the event that federal or state law should be amended or judicially interpreted so as to render continued fulfillment of this MOU, on the part of any Party, unreasonable or impossible.

VI. AMENDMENT

This MOU may not be amended, modified, or changed except by written agreement executed by the Parties.

SIGNATURE PAGE

DSHS MOU No. HHS001454300009

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF MCALLEN

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date of Signature

Date of Signature

THE FOLLOWING ATTACHMENTS TO DSHS CONTRACT NO. HHS001454300009 ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS MOU FOR ALL PURPOSES:

ATTACHMENT A STATEMENT OF WORK

Attachment A
Statement of Work – Municipal Water Utility

I. Purpose

The Texas Department of State Health Services (DSHS) wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program's aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the Municipal Water Utility (MPU).

Data may be used to:

1. Understand the spread of microorganisms throughout a community;
2. Detect outbreaks in communities;
3. Assess the effectiveness of prevention approaches;
4. Identify known variants of microorganisms; and
5. Identify emerging variants of microorganisms.

II. Roles and Responsibilities of DSHS

- A. Facilitate timely and complete communications and program activities among implementing partners.
- B. Establish microorganism targets as advised by the Centers for Disease Control and Prevention. Microorganism targets may change according to public health priorities.
 - a. Influenza A virus (IAV)
 - b. Influenza B virus (IBV)
 - c. Mpox virus
 - d. Norovirus
 - e. Respiratory syncytial virus (RSV)
 - f. Severe acute respiratory syndrome-associated coronavirus 2 (SARS-CoV-2)

- C. Develop a workplan in collaboration with the MPU that includes timelines for completing program activities outlined in Section II(C)(a) – Section II(C)(d).
 - a. Wastewater sampling
 - i. Provide equipment and materials for wastewater sample collection.
 - ii. Prepare and maintain sampling equipment.
 - iii. Coordinate sample collection.
 - b. Wastewater analysis
 - i. Conduct quantitative wastewater analysis to detect pathogens.
 - ii. Conduct genomic sequencing to detect variant proportions of targeted pathogens in positive wastewater samples.
 - c. Wastewater data management
 - i. Coordinate wastewater data management to produce reliable, actionable, and high-quality data for public health action.
 - d. Wastewater data reporting
 - i. Report wastewater analysis results to the MPU.
 - ii. Develop or review knowledge translation products (e.g., publications, presentations, etc.).
- D. Optimize protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.

IV. Roles and Responsibilities of MPU

- A. Review and approve workplan in collaboration with DSHS.
- B. Review optimized protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.



AGENDA ITEM 2.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED 10/07/2024

MEETING DATE 10/15/2024

1. Agenda Item: Approval of Pecan Heights (13 Lots-Townhome units)
2. Party Making Request:
Erika Gomez, Developmental Activities
3. Nature of Request: Request of MPUB Approval from the developer of the proposed subdivision
4. Budgeted:

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

Memo

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

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

DATE: September 26th, 2024

SUBJECT: Pecan Heights Subdivision; Consideration & Approval of Subdivision

This property consists of 1.515 acre, located on N. 1st street, approximately 320 ft of Pecan Ave. It is located within the McAllen City Limits and is being proposed as R-3T residential use.

The subdivision application was originally filed with the City on June 21st, 2024 and received preliminary P&Z approval on July 10th, 2024. The information required from the developer's engineer for this agenda was received on September 9th, 2024.

Utility plan/availability is described as follows:

1. **Water Service:** Applicant is proposing to connect to an existing 8-inch waterline that runs north and south along 1st Street. The applicant is proposing individual water services to serve each commercial. There are existing fire hydrants for fire protection.
2. **Sewer Service:** Applicant is proposing to connect to an existing 8-inch sewerline that runs an existing 8-inch running east-west within an existing 20ft alley and utility easement along the north property line. This development will be served with individual sewer services.
3. The developer has submitted a Reimbursement Waiver.

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

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



August 16, 2024

Ms. Erika Gomez, P.E.
McAllen Public Utilities
311 N. 15th Street
McAllen, Texas 78501

Re: Pecan Heights Subdivision– Utility Narrative

As a 13-lot subdivision, this property includes 0.50-acres. It is located on the East side of N 1st Street approximately 260-feet South of Pecan Blvd in the City of McAllen, Texas.

Water Service:

There is an existing 8-inch waterline, owned by the City of McAllen, along the East side of N 1st Street fronting the property. The developer is proposing to provide water service via a 1-inch service equipped with a 3/4-inch water meter for each lot.

Sewer Service:

There is an existing 8-inch City of McAllen sanitary sewer line oriented West-East situated within an existing 20' Alley and Utility Easement (Vol. 1196, Pg 218-221) found along the North property line. The developer is proposing to provide sanitary sewer services by connecting to an existing sanitary sewer manhole found along the mentioned easement, and extending a proposed 8-inch sanitary sewer line towards the South along the proposed Alley. From thereon, each lot will be serviced with a 4-inch service connection.

We look forward to hearing from you at your earliest convenience and would like to thank you for your assistance with the subdivision. Please call if you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink, appearing to be "Erik Gomez", is written over the word "Respectfully,".

M2 Engineering, PLLC

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 Terraform Development, LLC hereinafter called the DEVELOPER.

(Developer)

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

East side of 1st St. approx. 320 ft South of Pecan Ave. And proposes to construct Utility Improvements as shown on a plan

(Location)

designed by M2 Engineering, PLLC dated 9/9/2024, hereinafter called the

IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.

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

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

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

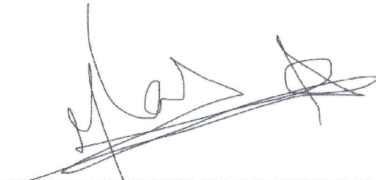
BY: _____

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

ATTEST:

Board Secretary

DEVELOPER



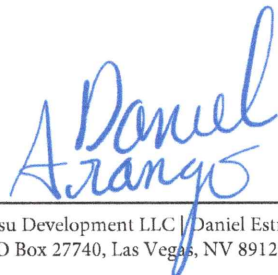
BY:
NAME &
ADDRESS: Stablewood LLC | Miguel Kamel
2807 Santa Erica St, Mission, Texas 78572

DEVELOPER



BY:
NAME &
ADDRESS: Stablewood LLC | Joseph Kamel
2807 Santa Erica St, Mission, Texas 78572

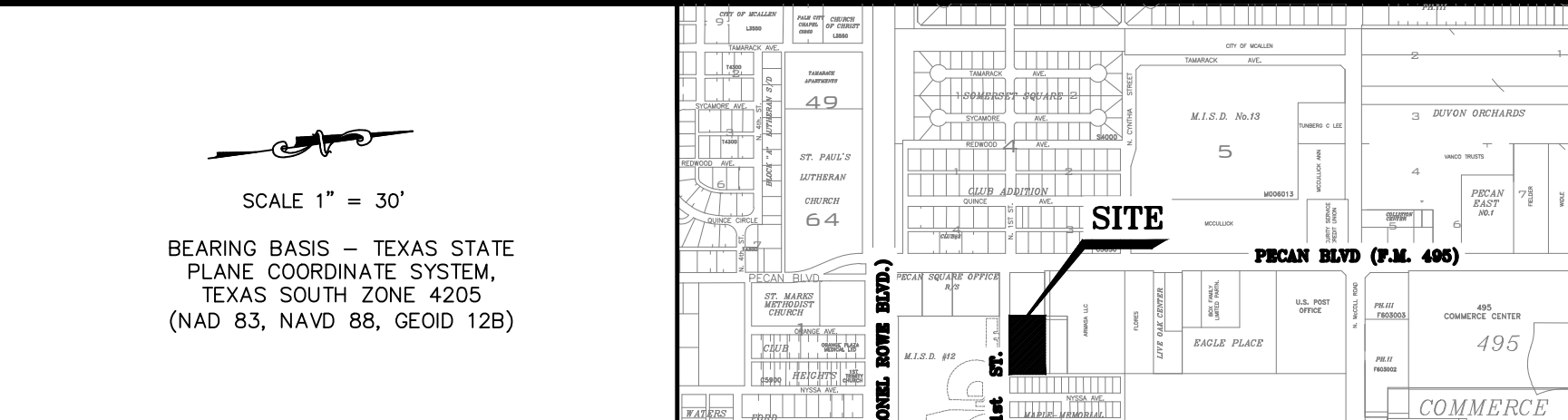
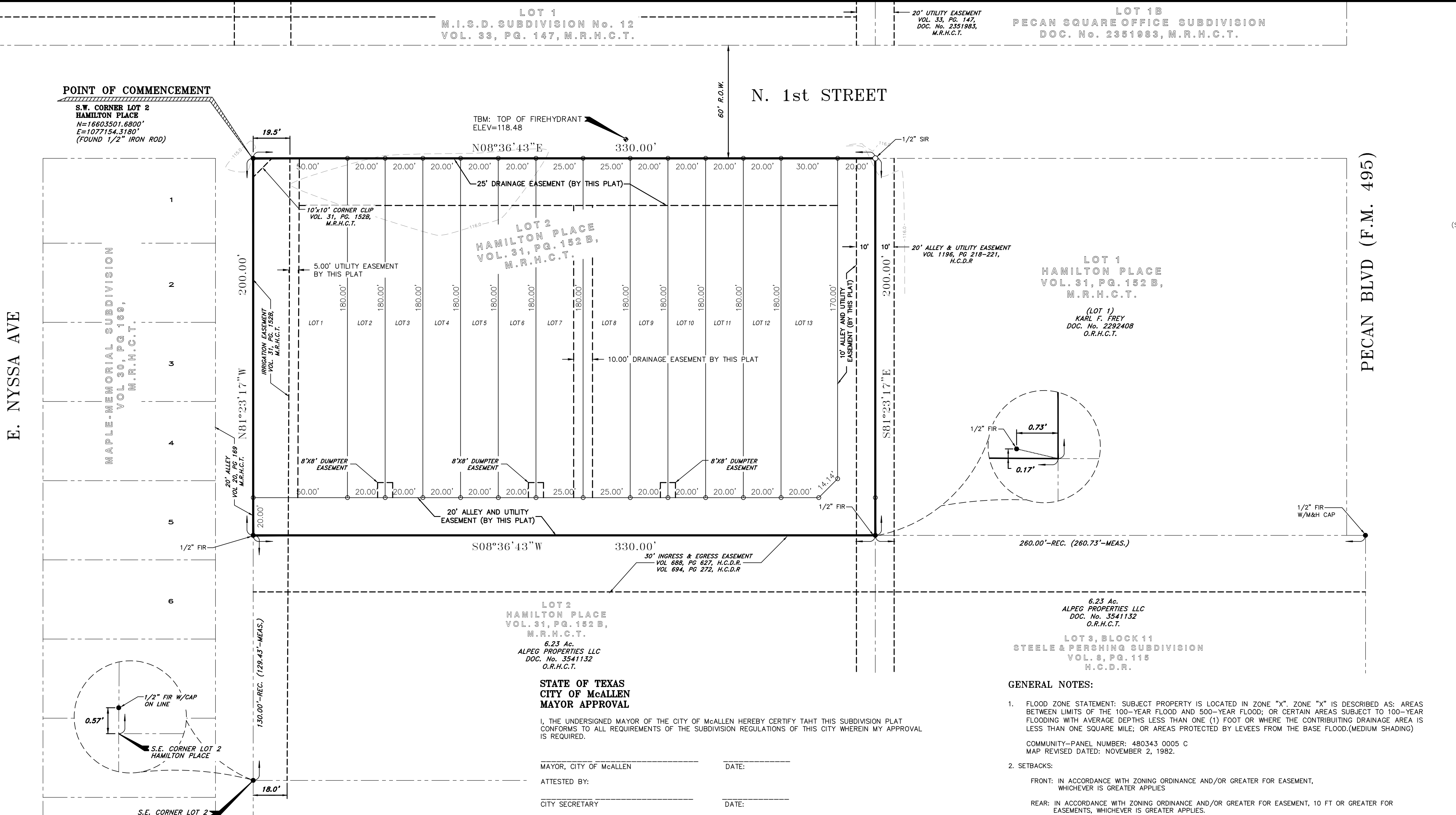
DEVELOPER



BY:
NAME &
ADDRESS: Sisu Development LLC | Daniel Estrada
PO Box 27740, Las Vegas, NV 89126

DEVELOPER

BY: ABIEL DE LA TORRE
NAME &
ADDRESS: Rio Acquisitions Properties and Investments LLC | Abiel de la Torre
2007 Loma Alta Dr, San Juan, Texas 78589



- LEGEND**
- 1/2" FIR ● — 1/2" IRON ROD FOUND
 - 1/2" SIR ○ — 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED 2791
 - △ — CALCULATED POINT "CP"
 - (S0°00'00"W 0.0')
 - RECORD BEARING & DISTANCE
 - - - - - EASEMENT LINE
 - - - - - PROPERTY LINE
 - P.O.B. — POINT OF BEGINNING
 - R.O.W. — RIGHT OF WAY
 - D.R.H.C. — DEED RECORDS HIDALGO COUNTY TEXAS
 - M.R.H.C. — MAP RECORDS HIDALGO COUNTY TEXAS
 - O.R.H.C.T. — OFFICIAL RECORDS HIDALGO COUNTY TEXAS
 - VOL. — VOLUME
 - PG. — PAGE
 - SWD. — SPECIAL WARRANTY DEED
 - TBM — TEMPORARY BENCH MARK
 - — BENCHMARK

LOT AREA TABLE

LOT No.	AREA
1	9,000 S.F.
2	3,600 S.F.
3	3,600 S.F.
4	3,600 S.F.
5	3,600 S.F.
6	3,600 S.F.
7	4,500 S.F.
8	4,500 S.F.
9	3,600 S.F.
10	3,600 S.F.
11	3,600 S.F.
12	3,600 S.F.
13	5,350 S.F.

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

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

BY: _____ DEPUTY

METES AND BOUNDS
PECAN HEIGHTS SUBDIVISION

A 1.515-ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF THE WEST PORTION OF LOT 2, HAMILTON PLACE, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 152, MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, LOCATED IN THE CITY OF McALLEN ON EAST SIDE OF NORTH 1ST STREET, APPROXIMATELY 320 FEET SOUTH OF PECAN AVENUE (HIGHWAY FM 495), IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A NO. 4 REBAR FOUND ON THE APPARENT EXISTING EAST RIGHT-OF-WAY OF SAID NORTH 1ST STREET FOR THE APPARENT SOUTHWEST CORNER OF SAID LOT 2 AND OF SAID 1.515-ACRE TRACT, ALSO BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 1.515-ACRE TRACT OF LAND HEREIN DESCRIBED TRACT;

THENCE, NORTH 08 DEGREES 36 MINUTES 43 SECONDS EAST, ALONG THE SAID SAID NORTH 1ST STREET EXISTING EAST RIGHT-OF-WAY LINE, AND THE APPARENT WEST LOT LINE OF SAID LOT 2 AND OF SAID 1.515-ACRE TRACT, A DISTANCE OF 330.00 FEET TO A NO. 4 REBAR FOUND WITH PLASTIC CAP STAMPED M&H FOR THE APPARENT THE SOUTHWEST CORNER OF LOT 1, OUT OF SAID HAMILTON PLACE, NORTHWEST CORNER OF SAID LOT 2, AND THE NORTHWEST CORNER OF SAID LOT 2 AND OF SAID 1.515-ACRE TRACT OF LAND HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEGREES 23 MINUTES 17 SECONDS EAST, WITH THE APPARENT SOUTH LOT LINE OF SAID LOT 1, AND OF SAID 1.515-ACRE TRACT, A DISTANCE OF 200.00 FEET TO A NO. 4 REBAR FOUND WITH PLASTIC CAP STAMPED M&H FOR THE APPARENT NORTHEAST CORNER AND OF SAID 1.515-ACRE TRACT OF LAND HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08 DEGREES 36 MINUTES 43 SECONDS WEST, WITH THE APPARENT WEST LOT LINE OF A CERTAIN TRACT OF LAND CONVEYED TO ARMASA LLC BY VIRTUE OF A WARRANTY DEED (DOCUMENT NUMBER 2614841, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), BEING THE WEST LINE OF AN EXISTING INGRESS & EGRESS EASEMENT (VOLUME 668, PAGE 627 AND VOLUME 684, PAGE 272, DEED RECORDS, HIDALGO COUNTY, TEXAS), AND THE EAST LOT LINE OF SAID 1.515-ACRE TRACT, A DISTANCE OF 330.00 FEET TO A HALF-INCH IRON PIPE FOUND ON THE APPARENT SOUTH LOT LINE OF SAID LOT 2 FOR THE APPARENT SOUTHWEST CORNER OF SAID TRACT CONVEYED TO ARMASA LLC AND THE APPARENT SOUTHWEST CORNER OF SAID 1.515-ACRE TRACT OF LAND HEREIN DESCRIBED TRACT;

THENCE, NORTH 81 DEGREES 23 MINUTES 17 SECONDS WEST, WITH THE SAID SOUTH LOT LINE OF LOT 2 AND OF SAID 1.515-ACRE TRACT, A DISTANCE OF 200.00 FEET TO THE SAID NO. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID 1.515-ACRE TRACT, AND FOR THE POINT OF BEGINNING (P.O.B.), CONTAINING A GROSS OF 1.515 ACRES OF LAND, MORE OR LESS

BEARING BASIS AS PER NAD 1983 STATE PLANE TEXAS SOUTH FIPS 4205 FEET.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **PECAN HEIGHTS SUBDIVISION**, TO THE CITY OF McALLEN AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATERLINES, SEWER LINES, STORM LINES 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 MINUTE OF THE APPLICABLE AUTHORITY OF THE CITY OF McALLEN.

MIGUEL KAMEL
TERRAFORM DEVELOPMENT, LLC
200 S 10TH ST., #1301
MCALLEN, TX 78501

DATE: _____

ABIEL DE LA TORRE
TERRAFORM DEVELOPMENT, LLC
200 S 10TH ST., #1301
MCALLEN, TX 78501

DATE: _____

JOSEPH KAMEL
TERRAFORM DEVELOPMENT, LLC
200 S 10TH ST., #1301
MCALLEN, TX 78501

DATE: _____

DANIEL ESTRADA
TERRAFORM DEVELOPMENT, LLC
200 S 10TH ST., #1301
MCALLEN, TX 78501

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, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
CITY OF McALLEN
PLANNING AND ZONING COMMISSION

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

DATED THIS _____ DAY OF _____, 2024

CHAIRMAN OF PLANNING AND ZONING COMMISSION

STATE OF TEXAS
CITY OF McALLEN
MAYOR APPROVAL

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: _____

ATTESTED BY: _____ DATE: _____

CITY SECRETARY _____ 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

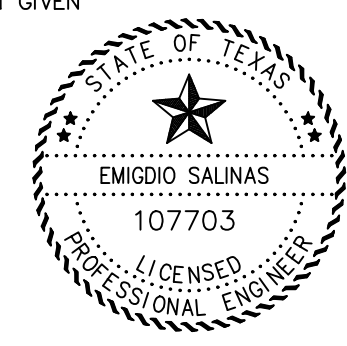
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER _____ DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, EMIGDIO "MILO" SALINAS, P.E., A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

FOR REVIEW ONLY

EMIGDIO "MILO" SALINAS, P.E. _____ DATE: _____
LICENSED PROFESSIONAL ENGINEER No. 107703
FIRM REGISTERED No. F-19545



STATE OF TEXAS
COUNTY OF HIDALGO

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

FOR REVIEW ONLY

HOMERO LUIS GUTIERREZ, R.P.L.S. _____ DATE: _____
TEXAS R.P.L.S. No. 2791



- GENERAL NOTES:**
- FLOOD ZONE STATEMENT: SUBJECT PROPERTY IS LOCATED IN ZONE "X", ZONE "X" IS DESCRIBED 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.(MEDIUM SHADING) COMMUNITY-PANEL NUMBER: 480343 0005 C MAP REVISED DATED: NOVEMBER 2, 1982.
 - SETBACKS:
 - FRONT: IN ACCORDANCE WITH ZONING ORDINANCE AND/OR GREATER FOR EASEMENT, WHICHEVER IS GREATER APPLIES
 - REAR: IN ACCORDANCE WITH ZONING ORDINANCE AND/OR GREATER FOR EASEMENT, 10 FT OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
 - SIDE: IN ACCORDANCE WITH ZONING ORDINANCE AND/OR GREATER FOR EASEMENT, 10 FT OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
 - CORNER: IN ACCORDANCE WITH ZONING ORDINANCE AND/OR GREATER FOR EASEMENT, 10 FT OR GREATER FOR EASEMENTS, WHICHEVER IS GREATER APPLIES.
 - GARAGE: IN ACCORDANCE WITH ZONING ORDINANCE AND/OR GREATER FOR EASEMENT, 18 FT EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.
 - MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF N. 1ST STREET AND NO LOWER THAN THE HIGHEST FINISH FLOOR IN THE SURROUNDING NEIGHBORING PROPERTY, WHICHEVER IS GREATER.
 - TEMPORARY BENCH MARK (TBM) NOTE:
HORIZONTAL COORDINATES AND VERTICAL ELEVATION:
TEXAS STATE PLAN SOUTH ZONE (4205), NAD 83, NAVD 88 US SURVEY FEET
TOP OF FIRE HYDRANT ELEV=118.48
EASTING= 1077176.1040 NORTHING= 16603698.6000
 - IN ACCORDANCE WITH THE CITY OF McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,267 CUBIC-FEET OR 0.12 ACRE-FEET OF STORM WATER RUNOFF.
 - A 4 FOOT WIDE MINIMUM SIDEWALK REQUIRED ON N. 1ST STREET.
 - A 6 FOOT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
 - 8-FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
 - AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, WILL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
 - EASEMENTS NOTE:
NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS OR FLOWERS), AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
 - ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS.
 - LANDSCAPING AS PER CITY OF McALLEN UNIFIED DEVELOPMENT CODE.
 - PROPOSED DETENTION AREAS SHALL BE MAINTAINED BY THE LOT OWNER.
 - COMMON AREAS, ANY PRIVATE STREET/DRIVERS, GATE AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF McALLEN.
 - PROPOSED FENCE SHALL BE APPROVED AND PERMITTED BY THE CITY OF McALLEN PRIOR TO INSTALLMENT.
 - SITE PLAN MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENTS PRIOR TO BUILDING PERMIT ISSUANCE FOR 5 OR MORE ATTACHED DWELLING UNITS ON EACH LOT OF APPLICABLE.
 - ANY OWNER, BUILDER, OR DEVELOPER FOR MULTIPLE-FAMILY, CONDOMINIUM OR TOWNHOME DWELLING COMPLEX OF FIVE UNITS OR MORE ON ANY SINGLE LOT OR PARCEL, OR FIVE SINGLE-FAMILY ATTACHED UNITS, SHALL SUBMIT TO THE PLANNING DEPARTMENT FOR REVIEW A SITE BUILDING PLAN FOR THE PROPOSED DEVELOPMENT.
 - ACCESS EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNERS, NOT THE CITY OF McALLEN.

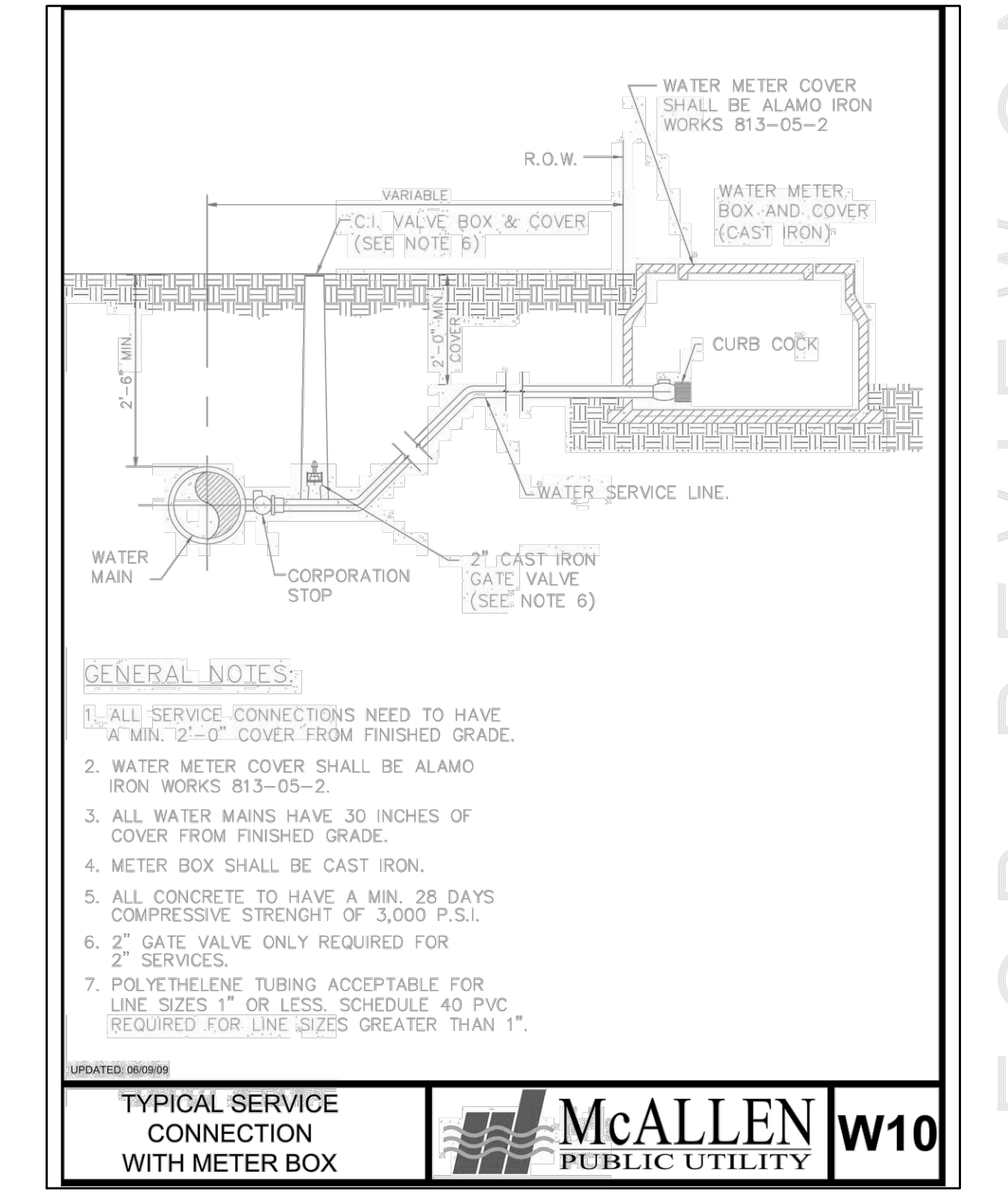
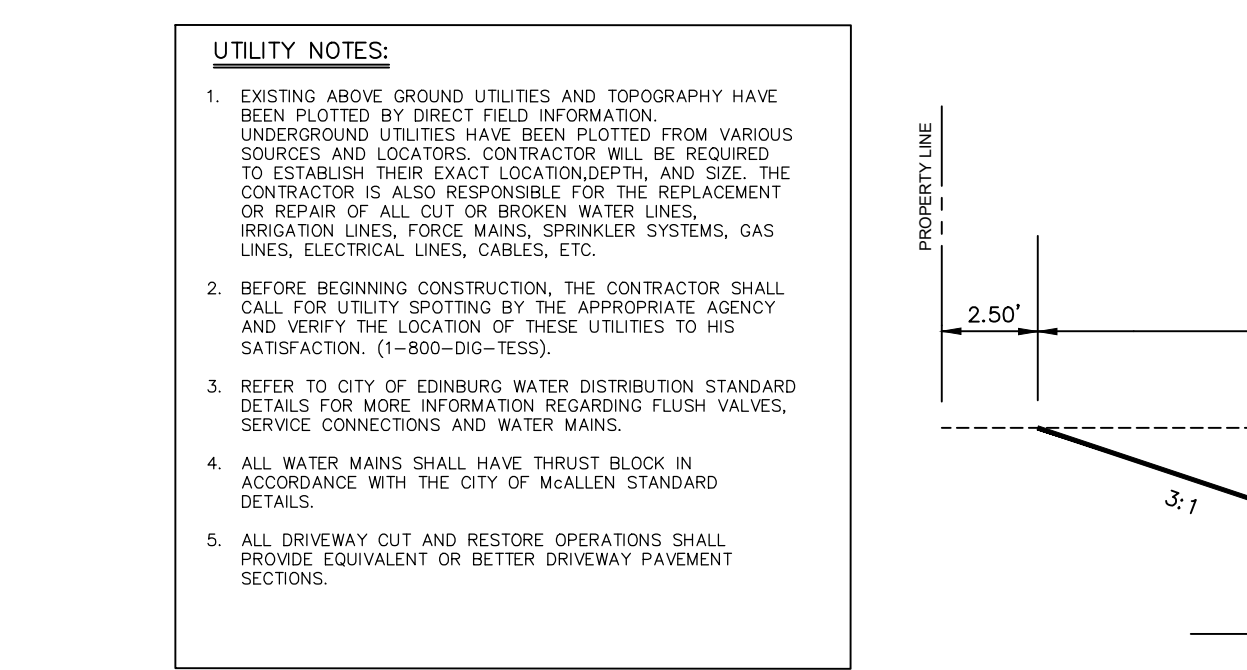
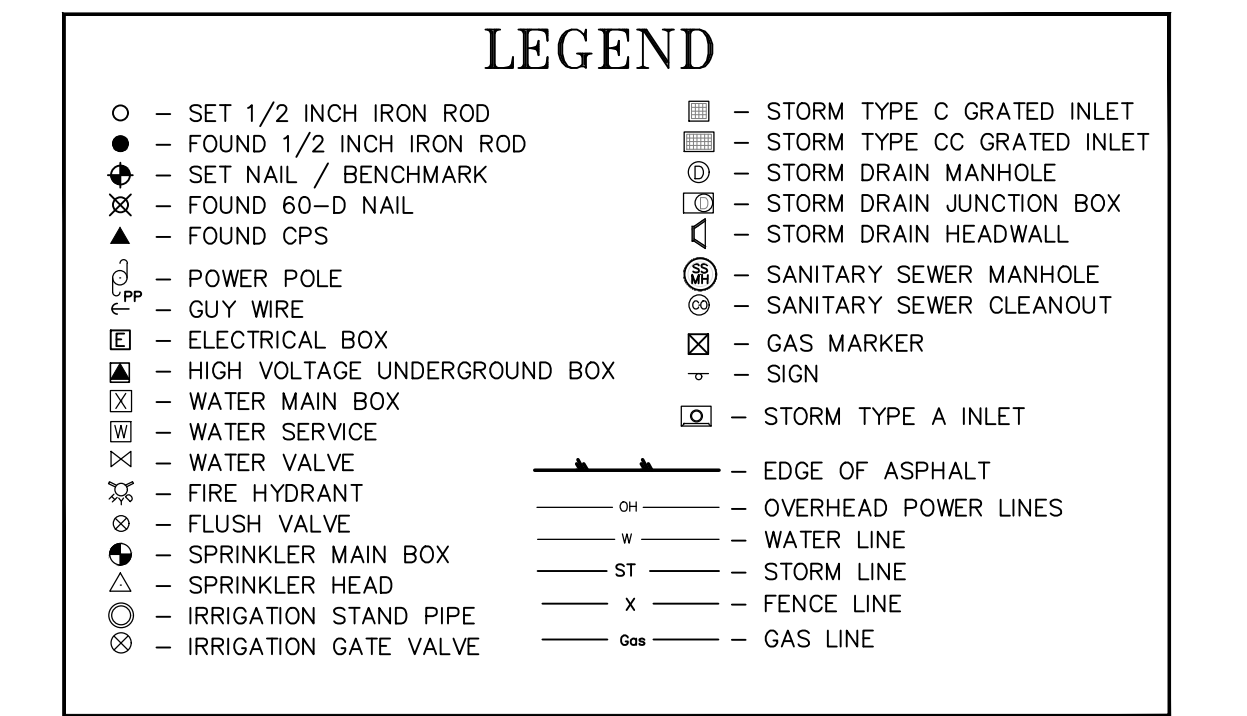
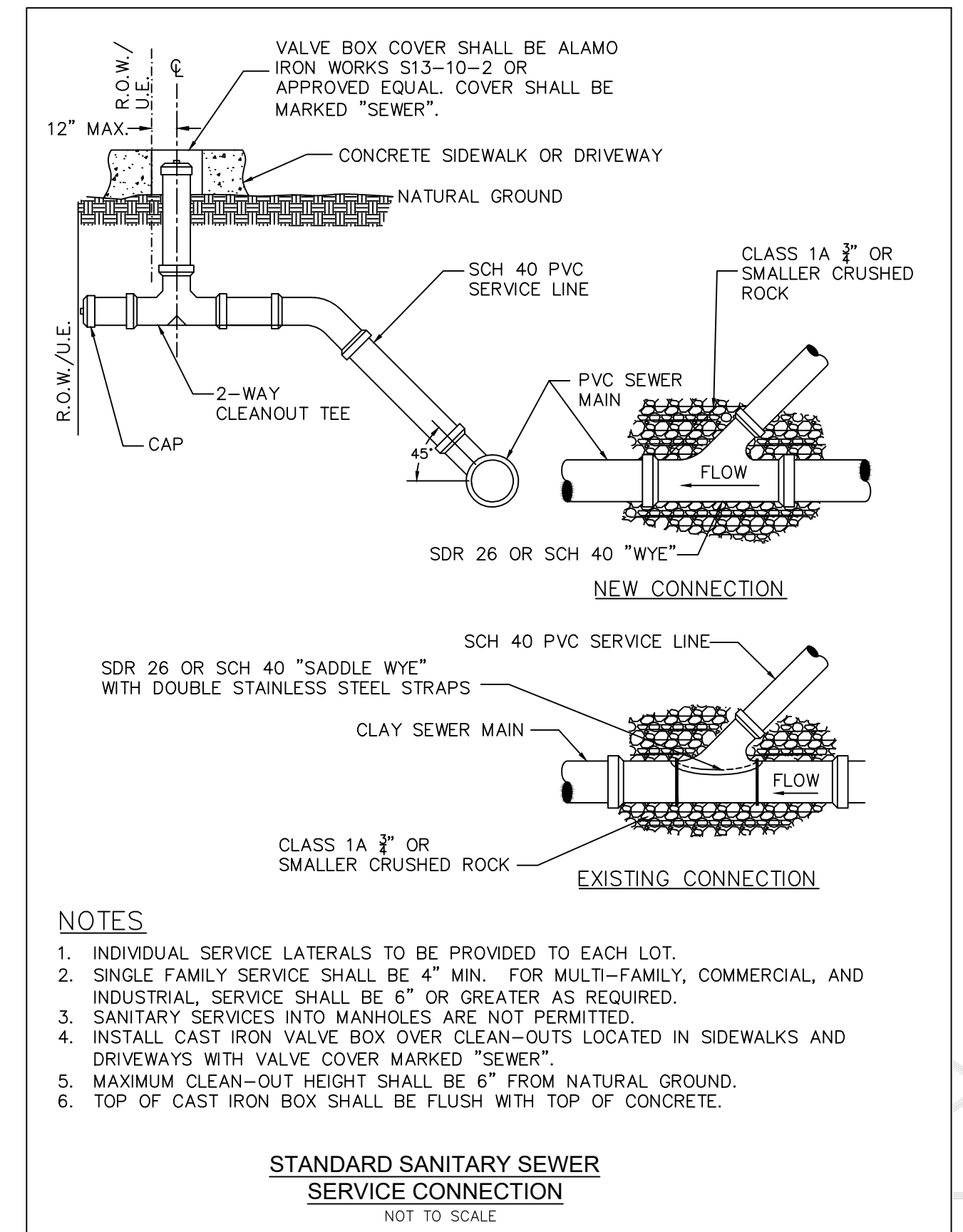
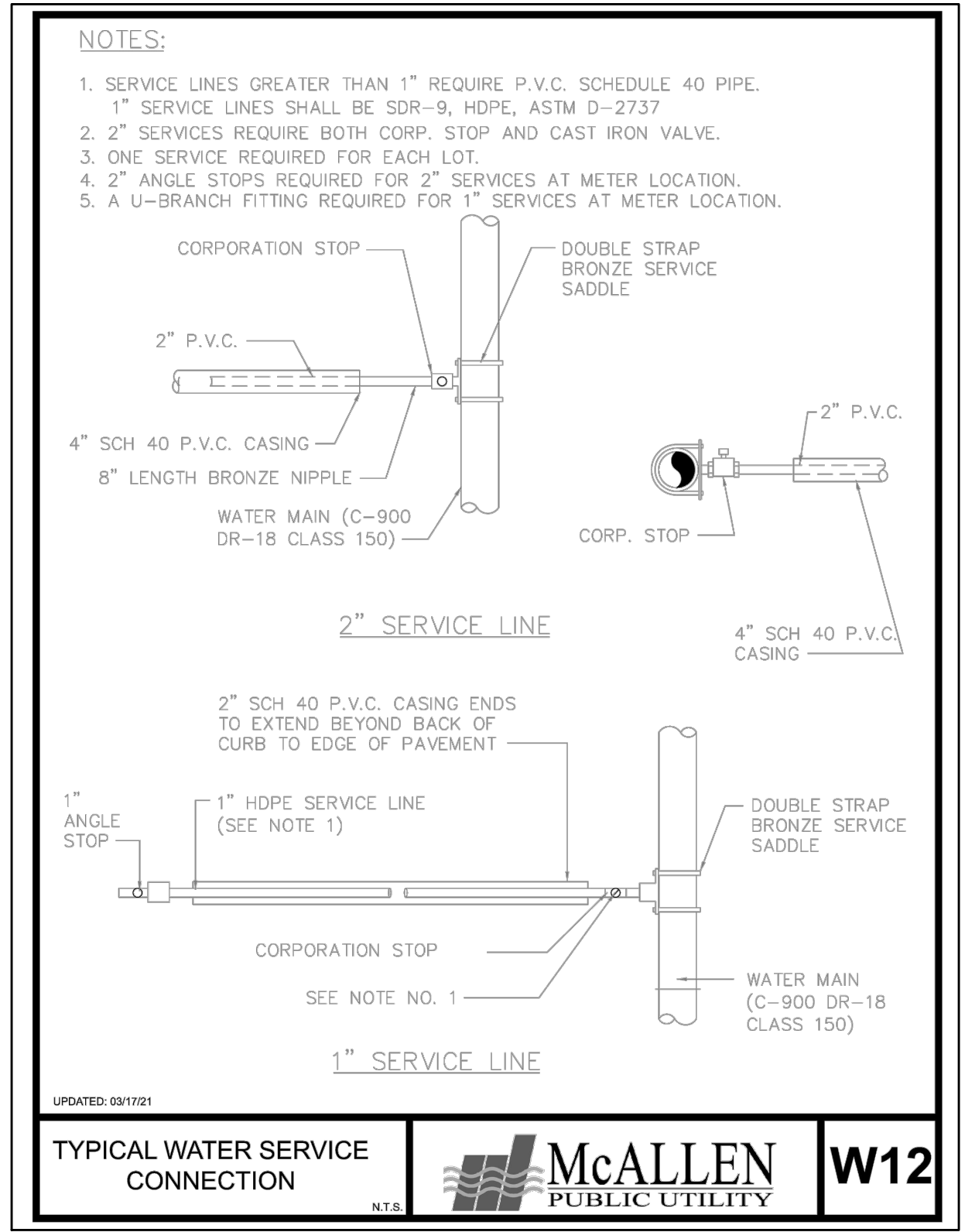
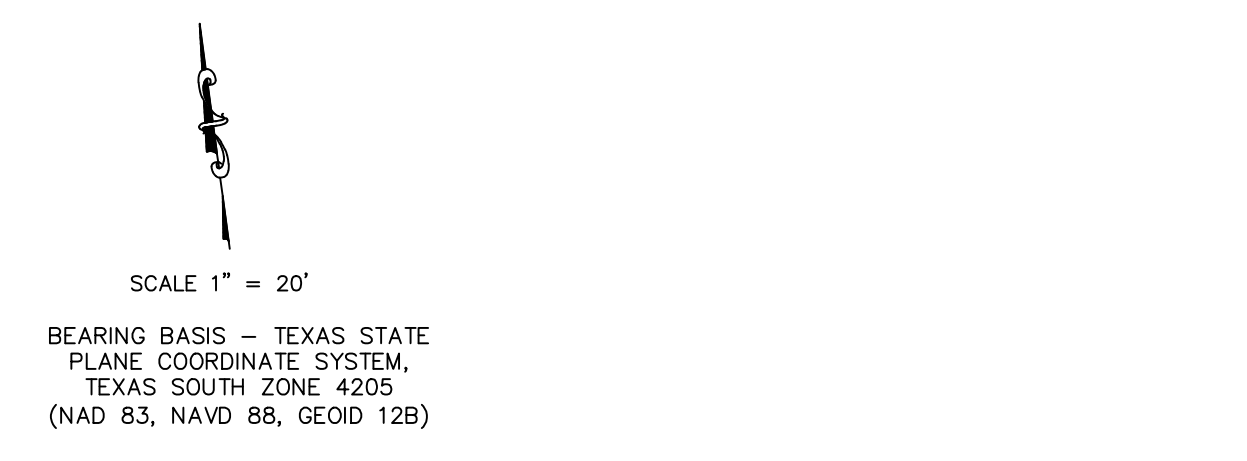
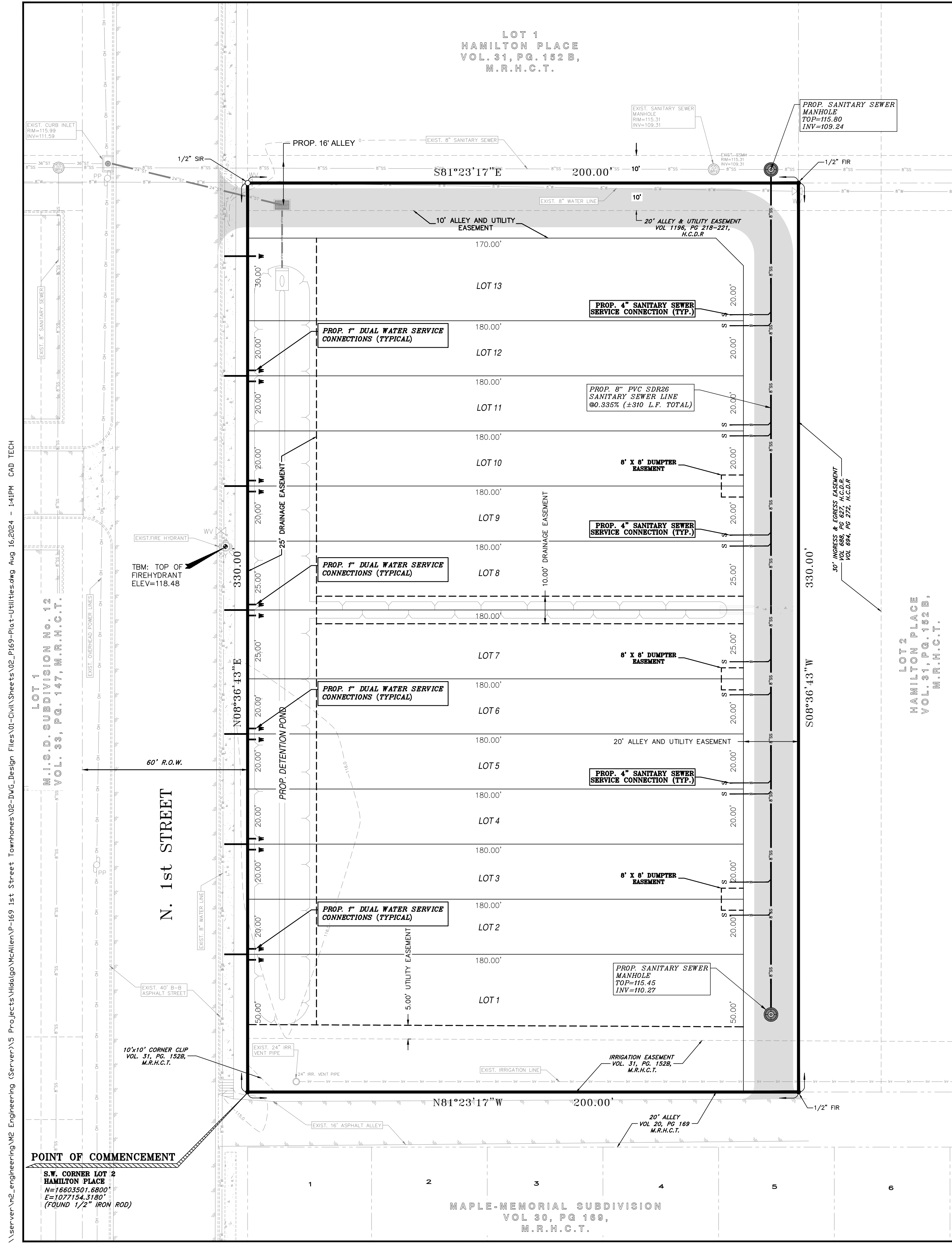
PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: TERRAFORM DEVELOPMENT, LLC	200 S 10TH STREET #1301	MCALLEN, TEXAS 78501	(956) -
ENGINEER: EMIGDIO "MILO" SALINAS, P.E.	1810 E. GRIFFIN PARKWAY	MISSION, TEXAS 78572	(956) 600-8628
SURVEYOR: HOMERO LUIS GUTIERREZ, R.P.L.S.	P.O. BOX 548	MCALLEN, TEXAS 78505	(956) 369-0988



TBPELS FIRM REGISTRATION F-19545

1810 E. GRIFFIN PARKWAY
MISSION TX 78572
956-600-8628



FOR REVIEW ONLY

UTILITY PLAT

PECAN HEIGHTS SUBDIVISION

McALLEN, TEXAS

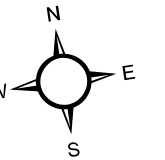
1810 E. GRIFFIN PARKWAY
 MISSION, TX 78572
 956.600.8628
 www.m2engineers.com
 FIRM REGISTRATION # F-19545

M2 Engineering, PLLC
 TBPELS FIRM REGISTRATION F-19545

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF EMIGDIO "MILO" SALINAS, P.E. IT IS NOT TO BE USED FOR CONSTRUCTION, OR PERMITTING PURPOSES.

EMIGDIO SALINAS P.E. #107703
 DATE 08/16/24
 SCALE: SCALE: 1" = 20'
 DRAWN BY: CADTech4
 CHECKED BY: MS
 SURVEYED BY: HLG
 SHEET:







PECAN HEIGHTS SUBDIVISION






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




Legend



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

Water Lines

-  Potable
-  Raw Water, Active
-  Reclaimed Water

 GISDATA.SDE.SSManholes

Sewer Lines

-  Force Main
-  Gravity



	AGENDA ITEM	<u>2.c.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/07/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Approval of Habitat at Hackberry Subdivision (2-Lot Single Family Residential)

2. Party Making Request: Erika Gomez, Developmental Activities

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

4. Budgeted:

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

5. Reimbursement: N/A

6. Routing:
Erika Gomez Created/Initiated - 10/7/2024

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

8. City Attorney: Approved. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
FROM: Erika Gomez, P.E., Utility Engineer
DATE: October 7th, 2024
SUBJECT: Habitat at Hackberry Subdivision; Consideration & Approval of Subdivision

This property consists of 0.469 acre, located on the north side of Hackberry Ave, approximately 400 ft west of North 32nd street. It is located within the McAllen City Limits and is being proposed as R-1 residential use.

The subdivision application was originally filed with the City on September 6th, 2024 and received preliminary P&Z approval on September 25th, 2024. The information required from the developer's engineer for this agenda was received on September 18th, 2024.

Utility plan/availability is described as follows:

1. **Water Service:** Applicant is proposing to connect to an existing 4-inch waterline located in the alley between Hackberry and Ivy Ave. The applicant is proposing individual water services to serve each lot. There is an existing fire hydrant for fire protection within 180 ft from the property.
2. **Sewer Service:** Applicant is proposing to extend an 8-inch sewerline along the alley along the north property line. This development will be served with individual sewer services.
3. The developer has submitted a Reimbursement Waiver.

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

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

Utility Narrative

September 16, 2024

for

Habitat at Hackberry

McAllen, Texas

Legal Description

BEING A SUBDIVISION OF A 0.469 AC. TRACT BEING THE S. 1/2 OF THE N. 1/2 OF THE EAST 123.75 FEET OF LOT 51, BLOCK 2, C.E. HAMMOND SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 8, DEED RECORDS, HIDALGO COUNTY, TEXAS.

Location

This two lot residential subdivision is located on north side of Hackberry Avenue, approximately 400 feet west of N. 32nd Street in the City Limits of McAllen, Texas.

Usage

Presently, this site is vacant. Proposed for this subdivision is two single family residential lots.

Water Service

The site is served by an existing 4 inch City of McAllen waterline located in the alley midway between Hackberry avenue and Ivy Avenue. Proposed for each lots is two one inch taps on the 4 inch waterline to provide a meter for domestic water service and landscape water service for each lot.

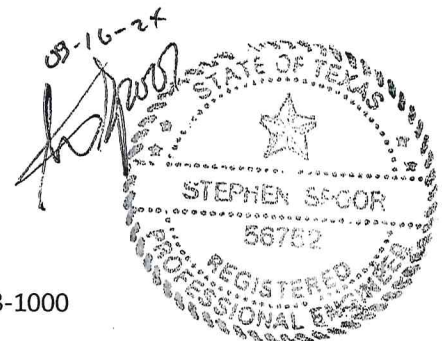
Fire Protection

There is an existing fire hydrant located on the north side of Hackberry Avenue, approximately 180 feet west of the front center of the subdivision. No additional fire hydrants are proposed.

Sanitary Sewer Service

This site is served by a 6 inch sewer line located in the north five feet of the 20 foot alley located midway between Hackberry Avenue and Ivy Avenue. The 6 inch line ends at an existing cleanout approximately 30 feet east of this site. Proposed is the removal of the cleanout, construction of a manhole, and extension of the line approximately 130 feet west.

A single four inch service is proposed for each lot with a 4 inch riser and cap at the property line.



REIMBURSEMENT WAIVER

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS CERTIFICATE, issued by the McAllen Public Utilities (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB, to **HABITAT DEVELOPERS, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property: **HABITAT AT HACKBERRY SUBDIVISION**, and proposes to construct Utility Improvements as shown on a plan designed by **Spoor Engineering Consultants, Inc.**, dated _____, hereinafter called IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
2. By the execution of this the Developer certificate hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in 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

MPUB Secretary

DEVELOPER:
HABITAT DEVELOPERS, LLC
a Nevada limited liability company



Ricardo D. Martinez, Manager
302 S. 10th Street
McAllen, Texas 78501



September 3, 2024
Scale: 1"=30'

MAP OF HABITAT AT HACKBERRY

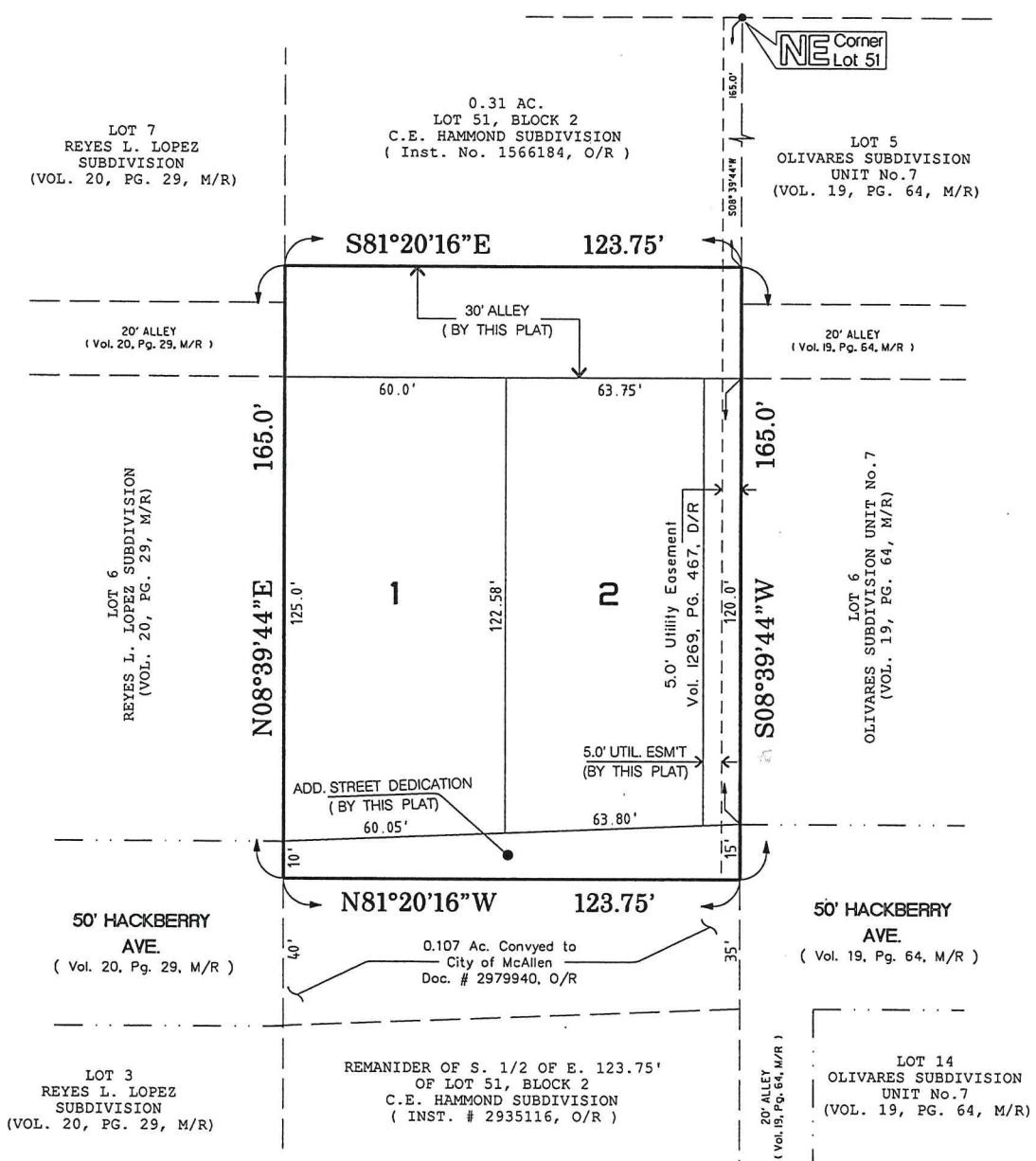
McALLEN, TEXAS

BEING A SUBDIVISION OF A 0.469 AC. TRACT BEING THE S. 1/2 OF THE N. 1/2 OF THE EAST 123.75 FEET OF LOT 51, BLOCK 2, C.E. HAMMOND SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 8, DEED RECORDS, HIDALGO COUNTY, TEXAS.

PROPOSITION MAP

SOUTH TEXAS
COMMUNITY COLLEGE

Prepared by:
Spoor Engineering Consultants, Inc.
Consulting Engineers - Civil Land Planning
FIRM # F-6003
202 South 4th Street McALLEN, TEXAS 78501
SEC@spooreng.com (956) 683 1000



STATE OF TEXAS:
COUNTY OF HIDALGO:

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE Habitat at Hackberry SUBDIVISION TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH 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.

HABITAT DEVELOPERS, LLC,
a Nevada limited liability company

HABITAT DEVELOPERS, LLC,
a Nevada limited liability company

BY: Elsa E. Martinez, Manager
302 S. 10st. St.
McAllen, Texas 78501

BY: Ricardo D. Martinez, Manager
302 S. 10st. St.
McAllen, Texas 78501

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Ricardo D. Martinez and Elsa E. Martinez, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC

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

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, REYNALDO ROBLES, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR #4032 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES, RPLS # 4032 DATE
ROBLES AND ASSOCIATE, PLLC
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
TBPELS FIRM No. 10096700

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

Steph Spoor
09-16-24
REGISTERED PROFESSIONAL ENGINEER
P. E. REGISTRATION No. 56752

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

MAYOR, CITY OF McALLEN DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(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

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

DATE:

NOTES:

- 1) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
- 2) THIS PROPERTY FALLS IN ZONE 'B' OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480 343 0005C REVISED NOVEMBER 02, 1982.
- 3) MINIMUM BUILDING SETBACK LINE SHALL AS FOLLOWS:
FRONT - 25 FEET OR GREATER FOR EASEMENTS
REAR - 10 FEET OR GREATER FOR EASEMENTS
SIDE - IN ACCORDANCE WITH ZONING ORDINANCE OR GREATER FOR EASEMENTS.
GARAGE - 18 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.
- 4) A 4.0' SIDEWALK REQUIRED ALONG HACKBERRY AVE.
- 5) A 6 FT. OPAQUE BUFFER IS REQUIRED FROM ADJACENT / BETWEEN MULTI - FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES / USES. AN 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES / USES.
- 6) DRAINAGE DETENTION OF 0.02 AC-FT (910 CF.) IS REQUIRED FOR THIS PROPERTY.
- 7). AN ENGINEERED DETENTION PLAN APPROVED BY CITY'S ENGINEERING DEPT IS REQUIRED PRIOR TO APPLICATION FOR BUILDING PERMIT.
- 8) 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.

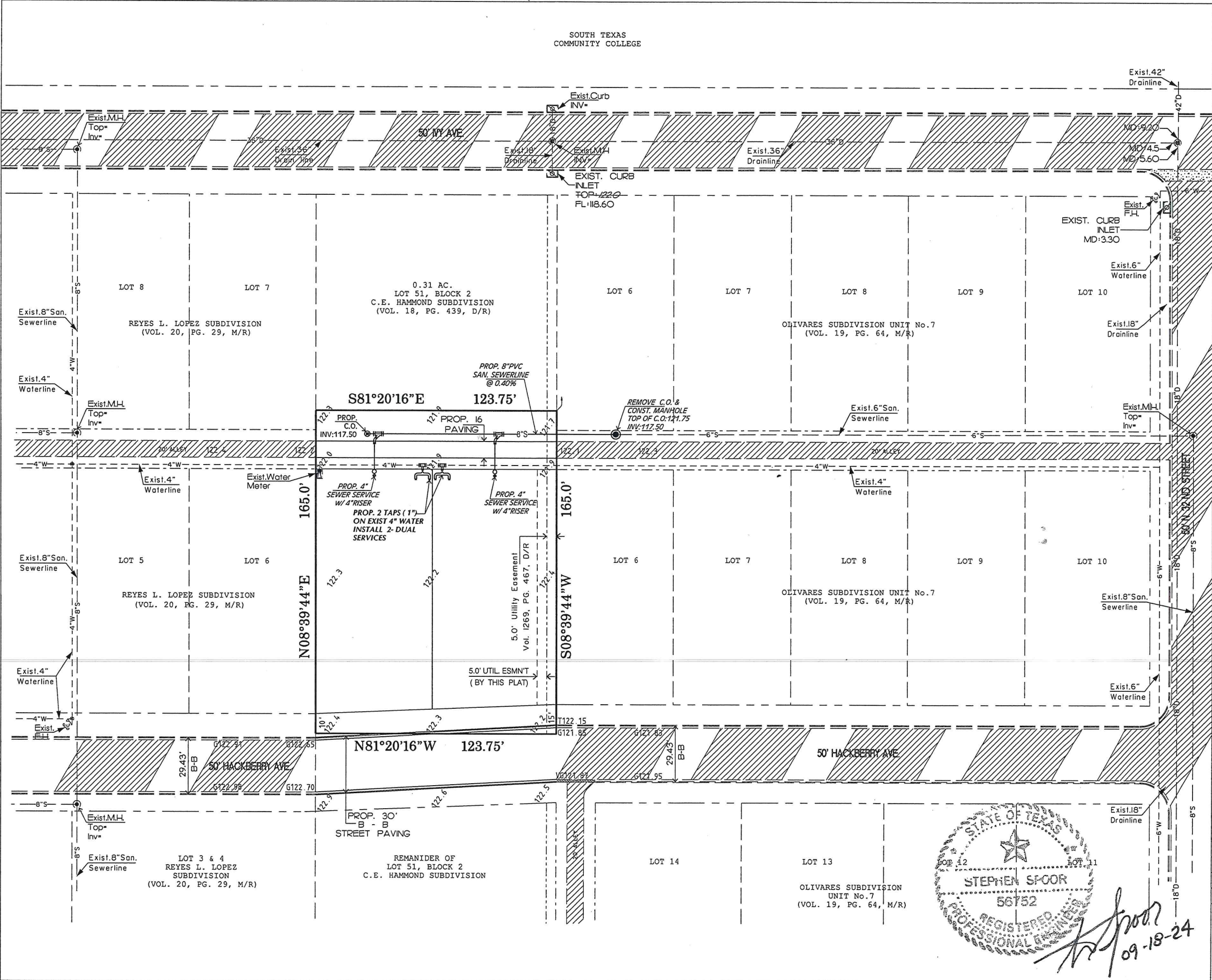
METES & BOUNDS

A 0.469 AC. TRACT BEING THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 123.75 FEET OF LOT 51, BLOCK 2, C.E. HAMMOND SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO PLAT RECORDED IN VOLUME 1, PAGE 8, DEED RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a point on the East line of Lot 51, South 08 Deg, 39 Min, 44 Sec, West, 165.0 feet from the northeast corner of Lot 51 for the northeast corner of the following described tract of land, said point being on the West line of Lot 5, Olivarez Subdivision Unit No. 7, City of McAllen, recorded in Volume 19, Page 64, Map Records, said point being the northeast corner of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51;
THENCE, with the East line of Lot 51 and the West line of Lot 5, and the West line of 20 foot alley, and the West line of Lot 6, and the West line of Hackberry Avenue, Olivarez Subdivision Unit No. 7, South 08 Deg, 39 Min, 44 Sec, West, 165.0 feet to the southeast corner of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51 for the southeast corner hereof;
THENCE, with the South line of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51, North 81 Deg, 20 Min, 16 Sec, West, 123.75 feet to the southwest corner of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51 for the southwest corner hereof, said point being on the East line of Hackberry Avenue as shown on Reyes L. Lopez Subdivision, City of McAllen, recorded in Volume 20, Page 29, Map Records;
THENCE, with the East line of Hackberry Avenue, and with the East line of Lot 6, and with the East line of 20 foot alley and with the East line of Lot 5, Reyes L. Lopez Subdivision, North 08 Deg, 39 Min, 44 Sec, East, 165.0 feet to the northwest corner of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51, for the northwest corner hereof;
THENCE, with the North line of the south 1/2 of the north 1/2 of the east 123.75 feet of Lot 51, South 81 Deg, 20 Min, 16 Sec, East, 123.75 feet to the POINT OF BEGINNING, containing 0.47 acre of land, more or less.

9). BENCHMARK #MC70 LOCATED AT WARE RD. AND 495 PECAN - ELEV: 22.69

10) COMMON AREAS, LANDSCAPE EASEMENTS, AND PRIVATE SERVICE DRIVES MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF McALLEN.



Prepared by:
Spoor Engineering Consultants, Inc.
Consulting Engineers - Civil Land Planning
FIRM # F-6003
202 South 4th Street McAllen, Texas 78501
SEC@spooreng.com (956) 683 1000



PROJECT
**HABITAT AT
HACKBERRY**
McAllen, Texas

FOR

NAME OF PLAN
**SANITARY
SEWER AND
WATER**

DATE: July 15, 2022
SCALE: 1"=30'

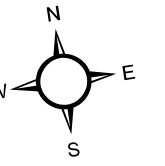
SHEET NUM.

C-2



Spoor
09-18-24

HABITAT AT HACKBERRY SUBDIVISION



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



Legend

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



AGENDA ITEM 3.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED 10/07/2024

MEETING DATE 10/15/2024

1. Agenda Item: Consideration and Approval for Final Reconciliation Change Order #1 for the 2024 Manhole Rehabilitation Project Phase VI

2. Party Making Request:
Erika Gomez, Developmental Activities

3. Nature of Request: The Consideration and Approval for Final Reconciliation Change Order #1 for the 2024 Manhole Rehabilitation Project Phase VI.

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Patrick Gray Created/Initiated - 10/7/2024

7. Staff's Recommendation: Staff recommends the Consideration and Approval for Final Reconciliation Change Order #1 for the 2024 Manhole Rehabilitation Project Phase VI.

8. City Attorney: Approved. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

To: Mark Vega, P.E., General Manager
Thru: Erika Gomez, P.E., Utility Engineer
From: Patrick R. Gray, E.I.T, GIS Coordinator
Date: October 15, 2024
Re: **Consideration and Approval for Final Reconciliation Change Order #1 for the 2024 Manhole Rehabilitation Project Phase VI**

On April 23, 2024, MPUB approved an award of a BuyBoard contract to Southern Trenchless Solutions, Inc in the amount of \$438,368.00 for the 2024 Manhole Rehabilitation Project. The scope of this project consists of the rehabilitation of 81 sewer manholes. The rehabilitation includes cover replacement, structural repair (cement / epoxy), and bench repair.

A final reconciliation change order is needed to finalize the quantities to close out the project. Please refer to the table below to view the quantity adjustments.

CO 1 and FINAL					
ITEM	DESCRIPTION	Original QTY	Original Contract	New QTY	New Contract Total
1	Mobilization	1	\$ 3,750.00	1	\$ 3,750.00
2	Cover Installation	75	\$ 63,750.00	70	\$ 59,500.00
3	Manhole Rehab - Epoxy	8450	\$ 169,000.00	8189.58	\$ 163,791.60
4	Manhole Rehab - Cementitious	8450	\$ 169,000.00	8189.58	\$ 163,791.60
5	Bench Rehab - Epoxy	245	\$ 7,840.00	439.83	\$ 14,074.56
6	Bench Rehab - Cementitious	245	\$ 7,840.00	439.83	\$ 14,074.56
7	Bench Reconstruction	12	\$ 11,988.00	14	\$ 13,986.00
8	Lift Station - Epoxy	130	\$ 2,600.00	130	\$ 2,600.00
9	Lift Station - Cementitious	130	\$ 2,600.00	130	\$ 2,600.00
Total			\$ 438,368.00		\$ 438,168.32

Staff has determined that with this change order, there will be a credit of \$199.68. A detailed breakdown of the change order line items is attached to this Memo.

Staff recommends approval of the Final Reconciliation Change Order No. 1 for the Manhole Rehabilitation Project 2024.

Thank you.

CHANGE ORDER

Final Change Order No. 1

PROJECT: 2024 Manhole Rehabilitation Phase VI **DATE OF ISSUANCE:** October 3, 2024
OWNER: McAllen Public Utility **OWNER'S PROJECT NO.:** 04-24-C17-01
ADDRESS: P.O. Box 220
McAllen, Texas 78505-0220 **PURCHASE ORDER NO.:** 253156
CONTRACTOR: Southern Trenchless Solutions
ADDRESS: 1200 W. Expressway 83
La Feria, Texas 78559

The terms of the Agreement, dated May 7, 2024, between Owner and Contractor are amended as follows:

Attachments: Change Order Tabulation

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$438,368.00	Original Contract Time 0 working days
Previous Change Order No.s 0 0	Change from Previous Change Orders 0 working days
Contract Price prior to this Change Order \$438,368.00	Contract Time prior to this Change Order 0 working days
Net Decrease of this Change Order \$199.68	Net Increase of this Change Order 0 working days
Contract Price with all approved Change Orders \$438,168.32	Contract Time with all approved Change Orders 0 working days

APPROVED:


Owner
Marco A. Vega, P.E., General Manager
McAllen Public Utility

RECOMMENDED:

MPU Utility Engineer
Erika Gomez, P.E., Utility Engineer

APPROVED:

Contractor
Ramon Closner
Southern Trenchless Solutions

RECOMMENDED:

City of McAllen
Gerardo Noriega, CPPB
Director of Purchasing and Contracting

CHANGE ORDER

Final Change Order No. 1 - Change Order Tabulation

PROJECT: 2024 Manhole Rehabilitation Phase VI **DATE OF ISSUANCE:** October 3, 2024

OWNER: McAllen Public Utility **OWNER'S PROJECT NO.:** 04-24-C17-01
ADDRESS: P.O. Box 220
McAllen, Texas 78505-0220 **PURCHASE ORDER NO.:** 253156

CONTRACTOR Southern Trenchless Solutions
ADDRESS: 1200 W. Expressway 83
La Feria, Texas 78559

BuyBoard Item	Description	Quantity	Unit	Unit Price	Net Change
90	Premium Manhole Frame and Cover Installation	-5	SF	\$850	\$ (4,250.00)
95	Manhole Rehabilitation - Cementitious	-260.42	SF	\$20	\$ (5,208.40)
98	Manhole Rehabilitation - Epoxy	-260.42	EA	\$20	\$ (5,208.40)
104	Manhole Rehabilitation - Bench Reconstruction	2	EA	\$999.00	\$ 1,998.00
95	Manhole Rehabilitation - Bench Coat Cementitious	194.83	SF	\$32	\$ 6,234.56
98	Manhole Rehabilitation - Bench Coat Epoxy	194.83	SF	\$32	\$ 6,234.56
Total					\$ (199.68)



	AGENDA ITEM	<u>3.b.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/07/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Consideration and possible approval of an addendum to the permanent water supply and delivery contract with Hidalgo County Irrigation District No. 1 as approved by the McAllen Public Utility.

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 10/7/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



Memo

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

From: Juan J. Rodriguez, Assistant General Manager

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

Date: October 7, 2024

Subject: First Addendum to the Permanent Water Supply and Delivery Contract between Hidalgo County Irrigation Dist. No. 1 and McAllen Public Utility/City of McAllen

On October 10, 2013, McAllen Public Utility (MPU) through the City of McAllen entered into an agreement to purchase 4,000 acre-feet of municipal raw water with Hidalgo County Irrigation Dist. No. 1 (HCID#1). The City/MPU agreed to purchase 1,000 acre-feet within three (3) years after the effective date of the contract with the remaining allocation of 3,000 acre-feet to be purchased at the rate of 1,000 acre-feet every two (2) years. The price was for \$2,100.00 per acre-foot during the first three (3) years of the contract. After that timeframe the price increased to \$2,300.00 per acre-foot. The total allocation of 4,000 acre-feet was secured in accordance with contractual provisions.

Since then, the HCID#1 has indicated they have an additional raw water allocation of 1,333 acre-feet which they are interested in selling to the City/MPU for \$3,200 acre-feet to be paid in two (2) installments. The first payment in the amount of \$1,050,000.00 would be issued on or before October 31, 2024, and continuing with a final payment of \$3,216,656.00 on or before October 31, 2025.

Funding is available within the Fiscal Year 2024-2025 to undertake the first payment as previously mentioned. The balance to be paid in Fiscal Year 2025-2026 will be undertaken via a low interest loan through the SWIFT Program with the Texas Water Development Board. Attached for your consideration is a copy of the proposed addendum and a copy of the Original Contract.

Please let me know if you have any questions or need additional information.

**FIRST ADDENDUM TO THE PERMANENT WATER SUPPLY AND
DELIVERY CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This First Addendum to Permanent Water Supply and Delivery Contract (this “First Addendum”) is entered into effective the ___ day of August, 2024, by and between **HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE** (the “**DISTRICT**”), a political subdivision of the State of Texas, and **THE CITY OF MCALLEN, TEXAS** (the “**CITY**”), a municipality under the laws of the State of Texas, to set forth their agreement to amend that certain PERMANENT WATER SUPPLY AND DELIVER CONTRACT (the “**CONTRACT**”) dated effective the 10th day of October, 2013, by and between the same parties.

WHEREAS, Paragraph 4(c) of the Contract provides that if the parties agree on future sales by the District and purchases by the City of additional water, the parties are to complete and execute an Addendum to the Contract, showing the amount of additional water to be supplied by the District to the City as part of the McAllen Water Supply (as such term is defined in the Contract), and the price for such additional water. Paragraph 4(c) also provides that such additional water to be supplied by the District to the City shall be delivered by the District to the City pursuant to the terms of the Contract; and

WHEREAS, the parties have agreed that the City will purchase from the District an additional 1,333.33 acre-feet of domestic, municipal and industrial use raw, untreated, non-potable water at a price of Three Thousand Two Hundred Dollars (\$3,200.00) per acre-foot, payable in two installments. The first payment of One Million Fifty Thousand Dollars (\$1,050,000.00) beginning on or before October 31, 2024, and continuing with a final payment of Three Million Two Hundred Sixteen Thousand Six Hundred Fifty-Six Dollars (\$3,216,656.00) on or before October 31, 2025.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties and other good and valuable consideration, the receipt and sufficiency of which being acknowledged by both parties, the District agrees to divert and deliver to the City certain raw, untreated and non-potable water and the City agrees to pay the District all pursuant to the terms and provisions of the Contract, as amended by this Addendum.

1. The McAllen Water Supply is increased from 4,000 acre-feet to 5,333.33 acre-feet of domestic and municipal use raw, untreated, non-potable water.
2. The price to be paid by the City for such additional 1,333.33 acre-feet of water shall be Three Thousand Two Hundred Dollars (\$3,200.00) per acre-foot payable in two installments. The first payment of One Million Fifty Thousand Dollars (\$1,050,000.00) shall be paid on or before October 31, 2024, and the balance of Three

Million Two Hundred Sixteen Thousand Six Hundred Fifty-Six Dollars (\$3,216,656.00) shall be paid on or before October 31, 2025.

- 3. The City shall be entitled to have the entire 1,333.33 acre-feet delivered each year by the District upon payment by the City to the District of the applicable McAllen Water Delivery Charge as calculated in accordance with the formula set forth in the Contract, as amended by this Addendum.
- 4. The parties ratify and affirm the Contract, as amended by this Addendum.

IN WITNESS WHEREOF AND EXECUTED by the parties through their authorized representatives on this ___ day of August, 2024.

THE CONTRACT, AS AMENDED BY THIS ADDENDUM, CONTAINS PROVISIONS FOR BINDING ARBITRATION

**HIDALGO COUNTY IRRIGATION
DISTRICT NO. ONE**

By: Robert L. Bell, Jr.
Robert L. Bell, Jr., President

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor

ATTEST:

By: _____
Perla Lara, City Secretary

MCALLEN PUBLIC UTILITY

By: _____
Charles Amos, Chairman of the Board of Trustees

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ___ day of August, 2024, by Robert L. Bell, Jr., President of HIDALGO COUNTY IRRIGATION DISTRICT No. ONE, a political subdivision of the State of Texas, on behalf of said political subdivision, to certify which I witness my hand and seal.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ___ day of August, 2024, by Javier Villalobos, Mayor of the CITY OF MCALLEN, TEXAS on behalf of said municipality and in the capacity stated, to certify which I witness my hand and seal.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ___ day of August, 2024, by Charles Amos, Chairman of Board of Trustees of the MCALLEN PUBLIC UTILITIES, on behalf of said Board and in the capacity stated, to certify which I witness my hand and seal.

Notary Public in and for the State of Texas

ORIGINAL

PERMANENT WATER SUPPLY AND DELIVERY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Permanent Water Supply and Delivery Contract (this "**Contract**") is entered into effective the 10th day of October, 2013, to be performed as provided for herein, by and between **HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE** (the "**District**"), a political subdivision of the State of Texas, and **THE CITY OF MCALLEN, TEXAS** (the "**City**"), a municipality under the laws of the State of Texas, to set forth their agreement pertaining to the supply and delivery of untreated water from the Rio Grande River by the District to the City. The District and the City are sometimes referred to herein individually as a "Party" and collectively as the 'Parties.'

In consideration of the mutual benefits to be received by both Parties and other good and valuable consideration, the receipt and sufficiency of which being acknowledged by both Parties, the District agrees to divert and deliver to the City certain raw, untreated and non-potable water and the City agrees to pay the District, all pursuant to the terms and provisions of this Contract.

1. THE DISTRICT.

The District owns rights to divert and use water from the Rio Grande River for irrigation and for domestic, municipal and industrial uses. These water rights are currently administered by the Rio Grande Watermaster of the Texas Commission on Environmental Quality (the "**Commission**"), or its successor, which makes allocations of available Rio Grande River water to the District in accordance with its water rights. The District has an established water diversion system upon the Rio Grande River and delivery facilities within its boundaries. The District was created and operates primarily for the purpose of providing delivery of raw, untreated and non-potable water from the Rio Grande River for irrigation purposes to agricultural lands within its boundaries and as an incidental activity delivers Rio Grande River water through contracts with other water users for the delivery of water from the Rio Grande River for their use for domestic, municipal and industrial purposes.

2. THE CITY.

The City constructed a water treatment plant (the "**Plant**") on Lots 428, 438 and 448, John H. Shary Subdivision, Hidalgo County, Texas to provide treated water service to its citizens. The City is in need of an additional raw water supply and raw water delivery service for the Plant.

THIS CONTRACT COUNTAINS PROVISIONS FOR BINDING ARBITRATION

3. DELIVERY POINT.

The City agrees to construct and install a metered water conveyance pipeline (the "Pipeline") from the Plant to a location to be mutually agreed upon at the District's canal in Lots 184 and 185, Block 46, Pride O' Texas Subdivision, Hidalgo County, Texas (the "Delivery Point"). The District shall furnish the City with a permit to connect the Pipeline with the District's canal at the Delivery Point. The City shall, at its own expense, acquire any right of way from the Plant to the Delivery Point for the construction of the Pipeline. The City shall be responsible for the construction and maintenance of the Pipeline. The City shall obtain plans and specifications (the "Plans") for the connection of the Pipeline to the District's canal at the Delivery Point (the "Diversion Facility"). The City shall present the Plans for the Diversion Facility to the District for review and approval. Following the approval of the Plans by the District, the City shall give the District at least thirty (30) days prior written notice before the commencement of construction of the Diversion Facility. The City shall give the District's representatives access to the construction activity to verify the City's compliance with the Plans. Following the completion of construction, the City shall provide the District with an as-built set of construction documents for the Diversion Facility. In constructing the Pipeline, the City shall comply with the provisions of Paragraph 9 herein.

4. WATER SUPPLY AND McALLEN WATER SUPPLY PAYMENT.

(a) The water to be supplied hereunder to the City by the District shall be referred to herein as the McAllen Water Supply.

The "McAllen Water Supply" is 4,000 acre-feet of domestic, municipal and industrial use raw, untreated, non-potable water made available to the City, for consideration exchanged as set forth in this Contract. The City agrees to order and pay for at least 1,000 acre-feet of such water within 3 years from the effective date of this Contract. The City further agrees to order and pay for the balance of the McAllen Water Supply in quantity of no less than 1,000 acre-feet at no more than 2 year increments after the initial purchase. During the first three (3) years of this Contract, the price to be paid by the City to the District for that portion of the McAllen Water Supply purchased within such time period shall be Two Thousand One Hundred and No/100ths Dollars (\$2,100.00) per acre-foot ("Initial Water Rate"). After the first three (3) years of this Contract, the price to be paid by the City to the District for that portion of the McAllen Water Supply purchased within such time period shall be \$2,300.00.

(b) Each time the City elects to purchase all or any portion of the McAllen Water Supply, the City shall notify the District of such election in writing. The City shall pay the District the product of the number of acre-feet purchased times the applicable Water Rate (the "**Water Rights Payment**") within thirty (30) days from the date the City notifies the District of such purchase.

(c) After the City orders and pays the District in full for the 4,000 acre-feet provided in this Contract, the Parties may agree upon future sales by the District and purchases by the City of additional water. Any additional water to be added to the McAllen Water Supply shall be endorsed on an addendum hereto and executed by both Parties to acknowledge consent showing the additional amount of water to be supplied by the District to the City as part of the McAllen Water Supply, and the price for such additional water. Any such additional water to be supplied by the District to the City shall be delivered by the District to the City pursuant to the terms of this Contract.

(d) The McAllen Water Supply shall always be delivered by the District pursuant to the terms of this Contract.

(e) Within fifteen (15) days after the City orders and pays for all or any portion of the McAllen Water Supply, the District shall prepare and file (at the District's expense) an application with the Commission for conversion of a sufficient number of the District's Class A irrigation water rights to satisfy the District's obligation to supply the City with that portion of the McAllen Water Supply ordered and paid for by the City as domestic, municipal and industrial use water. Once the Commission has approved the conversion by the District of all or a portion of the McAllen Water Supply from irrigation use water to domestic, municipal and industrial use water, the District shall establish an account with the Commission that allocates that portion of the McAllen Water Supply that has been purchased by the City, as water allocated to the City to be pumped by the District.

5. WATER DELIVERY CHARGES.

(a) Following payment by the City for all or any portion of the McAllen Water Supply, during each calendar year thereafter the City may order delivery of that applicable portion of the McAllen Water Supply from the District. Upon receipt of the City's request for water delivery, the District shall contact the Commission and request an appropriate release of a sufficient volume of water from the Falcon International Reservoir. Once the released water reaches the District's facilities on the Rio Grande River at Penitas, Texas, the District shall divert the water from the river and pump it through the District's canals and pipelines until it reaches the Delivery Point.

(b) The charge for the diversion and delivery of the water by the District to the City is referred to herein as the "**McAllen Water Delivery Charge**". The McAllen Water

Delivery Charge shall be computed as the sum of the "McAllen Water Base Charge" and the "Energy Charge" as such terms are defined herein.

(c) The initial McAllen Water Base Charge shall be Forty Seven and No/100th Dollars (\$47.00) per acre-foot for that portion of the McAllen Water Supply delivered by the District to the Delivery Point.

(d) The McAllen Water Base Charge shall be adjusted annually proportional to increases in the Consumer Price Index as provided herein.

(e) In addition to the McAllen Water Base Charge, the City shall pay to the District an estimated energy pass-through charge which is derived from the actual cost of energy to the District during the prior calendar year for diesel, natural gas, electricity and/or any other source of energy used for the operation of the District's pumping plant in Penitas, Texas ("Energy Charge"). For example, the Energy Charge for water delivered by the district to the City in 2013 will be estimated at the District's actual cost of energy in 2012.

(f) Beginning with the effective date of this Contract, the Energy Charge for each year during the term of this Contract shall be estimated based upon the actual energy cost of the District per thousand gallons of total water diverted for the prior calendar year. For example, the District's actual Energy Charge for the calendar year 2011 was \$0.0137 per thousand gallons of total water diverted by the District for all purposes. As soon as possible after the end of a calendar year, but no later than January 20th of the next year, the actual energy costs for total water diverted during the previous calendar year will be calculated by the District as set out above and the District shall notify the City of such actual energy costs and the method of calculation.

For example, for illustrative purposes only, if during the prior calendar year a total of 70,000 acre-feet (22,809,570 thousand gallons) were diverted by the District from the Rio Grande River at an annual pumping (diversion) energy cost of \$180,000.00, then the annual pumping energy costs per acre-foot of water diverted is \$2.57 (\$180,000/70,000) or \$0.0079 per thousand gallons.

(g) Each year, an Energy Charge adjustment will be determined for the prior year taking into account the total water diverted for the City that year, the total amount of energy pass through charges actually paid to the District that year, and the actual energy costs per acre-foot (in terms of thousand gallons) of water diverted, calculated as provided above. In the event of an overpayment of the Energy Charge by the City during the previous calendar year, the District shall pay the City the amount of the overpayment on or before January 20th of the following year. In the event of an underpayment by the City, the City shall pay the District the amount of the underpayment within thirty (30) days of receipt of a written accounting from the District.

(h) The Parties agree and stipulate that the Water Delivery Charge is just and fair and arrived at after giving due consideration to all relevant matters in determining that such charge is at this time in the best interest of each of the Parties.

(i) The City may, by giving written notice to the District within sixty (60) days of the date the District notifies the City of the new Energy Charge, have the District's records of actual energy costs for total water diverted during the calendar year in question inspected at the District's offices by a certified public accountant of the City's choice. If such audit reveals an error of two percent (2%) or more in the District's calculation of the new Energy Charge, the District shall bear the cost of the audit. The City's failure to notify the District in writing within the sixty (60) days provided for herein shall constitute a waiver of its rights to audit the Energy Charge for that calendar year.

(j) On an annual basis, the McAllen Water Base Charge shall be adjusted annually proportional to any increase in the *Consumer Price Index - All Urban Consumers (not seasonally adjusted)*, U.S. *All Items Less Food and Energy Series CUUR0000SAOL1E*, as published by the Bureau of Labor Statistics, hereafter referred to as "CPI". In January of each year, the McAllen Water Base Charge for the current year shall equal the McAllen Water Base Charge of the previous year multiplied by the product $[1 + (CPI_2 - CPI_1) / CPI_1]$ where CPI_1 is the index for the month of November prior to the beginning of the twelve (12) month period, and CPI_2 is the index for the next to last month (November) of such twelve (12) month period.

(k) In addition to the McAllen Water Delivery Charge, the City shall pay the District the product of twenty-five percent (25%) of the McAllen Water Supply delivered by the District to the Delivery Point times the then current District rate for delivery of agricultural irrigation water to compensate the District for its conveyance losses. As of the effective date of this Contract, the District's rate for delivery of agricultural irrigation water is fifteen and No/100th Dollars (\$15.00) per acre-foot. The District shall supply its own agricultural irrigation water to deliver the McAllen Water Supply to the City. In the event the rules and regulations of the Commission change so that use of the District's agricultural irrigation water for this purpose is not permitted, the City shall either supply its own agricultural irrigation water for such purposes or purchase an additional supply of water from the District for such purposes. In the event: (i) the Commission prohibits the delivery of agricultural irrigation water; or (ii) the Commission limits the delivery of agricultural irrigation water for the District's agricultural customers to less than two and one half (2.5) acre feet of irrigations per year, then in either such event the City shall either furnish its own municipal water for such purposes or the District shall deliver seventy five percent (75%) of the amount of McAllen Water Supply ordered and paid for by the City and the City shall, in addition to the McAllen Water Delivery Charge, pay the District the percent of twenty five (25%) of the volume of water ordered by the City times the then current District rate for delivery of agricultural irrigation water. For illustrative purposes only, if as of the effective date of the Contract, the City requests

delivery of 100 acre-feet of municipal water, the City shall pay the District the applicable McAllen Water Delivery Charge together with the product of 25% of the 100 acre-feet, 25 acre-feet, times \$15.00 per acre-foot or three hundred seventy five and No/100ths Dollars (\$375.00).

6. **ACCOUNTING FOR "NO CHARGE PUMPING WATER".**

(a) During a reporting period if the Commission's Rio Grande Watermaster has declared no-charge pumping at the District's diversion point, the amount of water reported by the District to the Rio Grande Watermaster as diverted from Rio Grande River for the City as "**No-Charge Pumping Water**" during such reporting period shall be equal to the total amount of water delivered for the City during the reporting period, multiplied by the ratio of the total volume of water pumped by the District during the reporting period allowing for no-charge pumping divided by the total volume of water pumped by the District in the reporting period. As an example, if the total volume of water pumped by the District in the reporting period is 720 acre-feet and the District pumps 72 acre-feet during the time periods the Rio Grande Watermaster declares no-charge pumping, then ten percent (10%) of the water delivered to the City during that reporting period would be reported as No-Charge Pumping Water.

(b) No reduction shall be made against the McAllen Water Supply for No-Charge Pumping Water.

(c) The City shall pay the McAllen Water Delivery Charge for No-Charge Pumping Water as calculated pursuant to this Contract.

7. **WATER USE REPORTS AND ASSESSMENTS.**

The District will make the necessary Rio Grande River water diversion reports to the Commission's Rio Grande Watermaster or its successor, relating to the total amount of water diverted from the Rio Grande River by the District for the City.

8. **WATER DELIVERY PROVISIONS.**

(a) Water shall be delivered to City at the Delivery Point. Notwithstanding any other provision of this Contract, the maximum delivery rate shall not be required to exceed 22 cfs. or an amount mutually approved by the Parties in writing.

(b) The City shall give the District sufficient notice of the need for water deliveries so that the District has sufficient time to order the water under applicable Rio Grande River Administrative Rules and operational procedures so that the water will arrive at the District's diversion point within sufficient time to transport the water to the Delivery

Point within the capability of the District's delivery system and the requirements of this Contract and in accordance with the District's normal operations. The District agrees to utilize its facilities and the knowledge and experience of its management, employees and directors to timely deliver the water to the best of its ability.

(c) The District agrees to promptly notify the City when there will be a known or expected interruption of water delivery service to the City. To the extent known by the District, the District agrees to timely advise the City of the existence of, or the likelihood of interruption of water deliveries due to reasons beyond the control of the District.

(d) The District disclaims any other warranties, representations, or inferences of quantity, quality, or time for delivery of water delivered.

9. MEASUREMENT OF WATER.

(a) The City agrees to pay for the necessary metering, gate equipment and required devices acceptable to the District to measure and control the quantity of water delivered by the District to the City at the Delivery Point. Such metering and gate equipment shall be SCADA enabled and shall be compatible with the District's system. Such metering and gate equipment shall be located at the Delivery Point. The District shall be responsible for the maintenance and operation of the meter and gate and may calibrate such metering equipment as deemed necessary by its manager, or whenever requested by City. A meter registering more than two percent (2%) above or below the correct quantity as determined by the test results shall be deemed inaccurate and shall be calibrated. If the meter is deemed accurate, the requesting Party is responsible for the cost of the calibration; otherwise, City shall be responsible for the cost. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 90 days previous to such test, or if the date of the last calibration is less than 90 days prior, back to the last calibration in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period of time, the amount of water furnished shall be deemed to be the amount of water delivered in the last preceding comparable period of time known to have been accurately metered, unless the District and the City agree upon a different amount. The metering equipment shall be read by the District on a day each month as mutually agreed to by the Parties. Each Party shall have access to read the meter and meter readings made by either Party. Such readings shall be made available to the other Party.

(b) The McAllen Water Delivery Charge made by the District to the City shall be based upon the amount measured by such meter at the Delivery Point, converted and rounded to the nearest acre-foot.

(c) Each Party shall have free access to the meters.

10. **FAILURE OF DELIVERY.**

Neither Party shall be liable to the other for failure of delivery of water or the failure to comply with other conditions hereof, except for payment for water and/or for water delivered, in the event of acts of God, wars, acts of terrorism, insurrections, riots, epidemics, landslides, drought, lightning, earthquakes, fires, storms, floods, hazardous spills, explosions, and unforeseeable failure of machinery, structures, or water delivery facilities, or other occurrences beyond a Party's control. (collectively "Force Majeure") nor shall either Party be liable to the other Party in any event, so long as the Party is taking reasonable and continuous steps to continue and maintain delivery of water to the City.

11. **PERIODIC OPERATION OF DISTRICT PUMPING PLANT AND MAIN CANAL.**

Notwithstanding any other provisions of this Contract, the District may elect to operate its water delivery and diversion facilities in such a manner so as to limit deliveries of water to the City to a single day per week to reduce the amount of water lost to seepage, evaporation, or other losses and other drought management circumstances.

12. **WATER RIGHTS NOT AFFECTED.**

Nothing in this Contract shall be construed to affect the water rights of either Party.

13. **TERM OF CONTRACT.**

This Contract shall become effective on the date subscribed below, and shall remain in effect unless amended or terminated by mutual agreement. In the event either Party fails to comply with any of the provisions hereof, the other Party, after giving the non-complying Party thirty (30) days advance written notice of the provision so violated, may suspend the operation of this Contract pending the curing of said default. All amendments hereto shall be in writing and mutually agreed upon by both Parties.

14. **CAPITAL IMPROVEMENT CHARGES.**

"Capital Improvement" means the capital assets including land, improvements to land, easements, buildings, infrastructures, and other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period as more particularly described in the Governmental Accounting & Financial Reporting Standards as applicable to the District.

(a) If the District engages in a Capital Improvement project for improvements to that portion of its irrigation system which is used and useful to the delivery of water to the City, the City agrees to pay its pro rata share of the costs of the Capital Improvements paid by the District.

(1) If the District pays for such Capital Improvement project in cash, the City shall reimburse the District its pro rata share of such cash payments incurred by the District within thirty (30) days of being billed for such pro rate share by the District.

(2) If the District finances such Capital Improvement project, the City shall pay its pro rata share of each payment, including interest, by the District on the financed improvement costs within thirty (30) days of being billed for such pro rata share by the District.

(3) City's Pro Rata Share.

(i) The City's pro rate share of a Capital Improvement project paid in cash by District shall be the ratio that the total amount of water diverted by the District for the City in the preceding five (5) year period bears to the total water diverted by the District in the preceding five (5) year period.

1. As to any Capital Improvement project financed by the District for less than five (5) years, the City's pro rata share for any financed Capital Improvement costs paid by the District in a year shall be calculated by the ratio that the total amount of water diverted by the District for the City in the preceding five (5) year period bears to the total water diverted by the District in the preceding five (5) year period

2. As to any Capital Improvement project financed by the District for five (5) years or more, the City's pro rata share for any financed Capital Improvement costs paid by the District in a year shall be calculated by the ratio that the amount of water diverted by the District for the City bears to the total water diverted by the District in the preceding calendar year

(b) The pro rata amount payable by the City shall be based upon the pro rata amount of the cost of improvements made in the Capital Improvement project involving any existing District facilities along the route of delivery from and including its Rio Grande River diversion facilities to the City's Delivery Point. This pro rata amount shall be referred to herein as that portion of the Capital Improvement project cost to which the City shares with others receiving service from the District (referred to herein as "**shared cost**").

15. **INTEREST ON DELINQUENT AMOUNTS.**

Any amount owed due to a breach of this Contract including but not limited to any payment provided for herein which remains unpaid for at least ten (10) days following the date for payment provided herein shall bear interest at Prime Rate. As used herein "**Prime Rate**" means the annual rate of interest announced from time to time by *The Wall Street Journal* as the Prime Rate, changing as and when such rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect to the matter for which interest is being computed, in which case such lesser rate shall be charged, or in the event *The Wall Street Journal* no longer publishes a Prime Rate, such other similar rate of interest published or announced from time to time by a similar publication or major bank with offices in McAllen, Texas, chosen by the District.

16. **SUCCESSORS.**

In the event any other person or entity succeeds to any part or all of the business, operations or facilities of either Party, whether by purchase, assignment, contract, operation of law, court order, or by any other means or for any reason, this Contract shall be binding upon such person or entity in all of their terms and conditions and any such purchase, assignment, contract, operation of law, court order or other means shall be subject to this Contract.

17. **INTERPRETATION.**

This Contract and all the terms and conditions hereof shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract. The Parties agree that this Contract shall not be construed in favor of or against either Party on the basis that the Party did or did not author the Contract.

18. **PARTIES IN INTEREST.**

This Contract shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns hereof, and this Contract shall not inure to the benefit of any other persons or entities, and is the result of negotiations between the Parties and is not to be considered a precedent with respect to either Party in any other like situation or with respect to any other party in any other like situation.

19. **ENFORCEMENT.**

Subject to the provisions of Paragraph 25, it is understood and agreed that either Party hereto may demand specific performance of this Contract.

20. **INVALIDITY OF PROVISION.**

In the event any provision hereof is declared invalid by an arbitrator, such invalidation shall not invalidate the remaining portions of this Contract unless the provision(s) so invalidated renders this Contract non-performable by either Party and/or frustrates the purpose of the Contract.

21. **NOTICE.**

All notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered, against a written receipt, (ii) sent by certified mail, return receipt requested, postage prepaid or (iii) delivered by a nationally recognized courier service (costs prepaid) and addressed to the Parties at the addresses set forth below, or at such other addresses as may be hereafter specified by written notice delivered in accordance herewith:

If to District: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE
 Attention: Manager
 P.O. Box 870
 Edinburg, Texas 78540

If to City: CITY OF MCALLEN, TEXAS
 Attn: City Manager
 1300 Houston Ave.
 McAllen, Texas 78501

22. **AUTHORIZATION.**

The representatives of the Parties executing this Contract represent unto the other that they are authorized by action of the governing bodies of each Party to execute this Contract.

23. **AMENDMENTS AND SUPPLEMENTS.**

All amendments and supplements to this Contract shall be in writing in suitable form for recordation in the Official Records of Hidalgo County and be mutually agreed upon by both Parties.

24. **CONTRACT NOT INTENDED AS A WHOLESALE WATER SUPPLY CONTRACT.**

The Parties agree that this Contract is not intended to be a wholesale water supply contract.

25. ARBITRATION.

Except to the extent prohibited by law, upon the request of any Party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g. whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the Parties, shall be resolved by binding arbitration in accordance with the terms of this Contract. The foregoing matters shall be collectively referred to as "Disputes." Any Party hereto may bring an action in court to compel arbitration of any Dispute. All Disputes shall be resolved by binding arbitration and, unless otherwise agreed upon by the Parties hereto, any arbitration hereunder shall be administered by the American Arbitration Association (the "AAA"). Any arbitration hereunder shall be administered in accordance with the terms of this Contract, the Arbitration Rules for the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code). Arbitration proceedings hereunder shall be conducted at a location in Hidalgo County, Texas, agreed to in writing by the Parties, or, in the absence of such an agreement, selected by the arbitrator. The provisions of this Paragraph 25 shall survive any termination, amendment or expiration of this contract, unless the Parties otherwise expressly agree in writing. This Paragraph 25 may be amended, changed or modified only by the express provisions of a writing which specifically refers to this Paragraph 25 and which is signed by all of the Parties hereto.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF AND EXECUTED by the Parties through their authorized representatives on this Oct 10 day of 2013.

THIS CONTRACT COUNTAINS PROVISIONS FOR BINDING ARBITRATION

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE

By: Robert L. Bell, Jr.
Robert L. Bell, Jr., President



CITY OF MCALLEN, TEXAS
By: James Darling
James Darling, Mayor

Annette Villarreal
Annette Villarreal, TRMC
City Secretary

MCALLEN PUBLIC UTILITY
By: Charles Amos
Charles Amos, Chairman of the Board of Trustees

ATTEST:

Nyla L. Flatau
Nyla L. Flatau, TRMC
Utility Board Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 10th day of Oct, 2013, by Robed L. Bell, Jr., President of HIDALGO COUNTY IRRIGATION DISTRICT No. ONE, a political subdivision of the State of Texas, on behalf of said political subdivision, to certify which I witness my hand and seal.

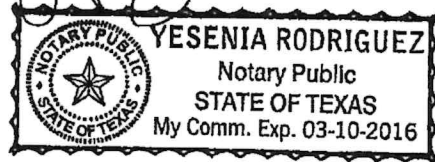


Estella Mata
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 6th day of Sept., 2013, by James Darling, Mayor of the CITY OF MCALLEN, TEXAS on behalf of said municipality and in the capacity stated, to certify which witness my hand and seal.

Yesenia Rodriguez
Notary Public in and for the State of Texas



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10th day of Sept, 2013, by Charles Amos, Chairman of Board of Trustees of the MCALLEN PUBLIC UTILITIES, on behalf of said Board and in the capacity stated, to certify which witness my hand and seal.



Nyla Lyzette Flatau
Notary Public in and for the State of Texas



AGENDA ITEM 4.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED 09/26/2024

MEETING DATE 10/15/2024

1. Agenda Item: Appointment of Public Utility Board Trustee to the City of McAllen's Audit and Investment Committee.

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 - 9/26/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



AGENDA ITEM

6.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

09/26/2024

MEETING DATE

10/15/2024

1. Agenda Item: Evaluation of General Manager and consultation with City Attorney regarding legal aspects thereof. (Section 551.071, 074 T.G.C)

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

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

5. Reimbursement:

6. Routing:

Savannah Arredondo

Created/Initiated - 9/26/2024

7. Staff's Recommendation:

8. City Attorney: Approved.- AWS

9. MPU General Manager: N/A - MAV

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



	AGENDA ITEM	<u>6.b.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	09/26/2024
	MEETING DATE	10/15/2024

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

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 9/26/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -AWS

9. MPU General Manager: N/A - MAV

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



	AGENDA ITEM	<u>6.c.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/03/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Consultation with City Attorney regarding legal aspects of financial ratings (Section 551.071 T.G.C).

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 10/3/2024

7. Staff's Recommendation:

8. City Attorney: Approved. -AWS

9. MPU General Manager: N/A - MAV

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



	AGENDA ITEM	<u>6.d.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	10/08/2024
	MEETING DATE	10/15/2024

1. Agenda Item: Consultation with City Attorney regarding legal aspects of proposed contractual agreement (Section 551.071 T.G.C).

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

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

5. Reimbursement:

6. Routing:
Savannah Arredondo Created/Initiated - 10/8/2024

7. Staff's Recommendation:

8. City Attorney: Approved.- AWS

9. MPU General Manager: N/A - MAV

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