Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Joaquin Zamora
Commissioner Tony Aguirre, Jr.
Commissioner J. Omar Quintanilla

Commissioner Tania Ramirez
Commissioner Victor "Seby" Haddad
Commissioner Pepe Cabeza de Vaca
City Manager Roel "Roy" Rodriguez, P.E.

# NOTICE OF WORKSHOP TO BE HELD BY THE MCALLEN BOARD OF COMMISSIONERS

**MONDAY, SEPTEMBER 27, 2021 – 3:45 PM**
**MCALLEN CITY HALL**
**CITY COMMISSION CHAMBERS; 3RD FLOOR**
**1300 HOUSTON AVENUE**
**MCALLEN TEXAS, 78501**

## AGENDA

**https://zoom.us/j/5087553077?pwd=TjduYjR4U2l3cWU1NjlsZzlsM2hJUT09**

**Members of the public that wish to listen to the meeting can log in to the virtual Zoom meeting or dial (346) 248-7799 US (Houston) Meeting ID: 508 755 3077 Passcode: 878576.**

**Individuals that wish to participate in the meeting or comment on an agenda item should call (956) 681-1020 by 3:30 pm. Any individual dialing in acknowledges his or her phone number may be visible to the public.**

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

## CALL TO ORDER

1. Present questions to staff relating to the September 27, 2021 Regular Meeting Agenda, to be discussed at such meeting.
2. Update on Palm Valley Animal Shelter.
3. Open Discussion on Small Business Incentives.
4. Re-Naming of Palm View Golf Course.
5. Subdivision Monthly Report
6. Status Report on Parks & Recreation Projects.
7. Project Status Report through August 31, 2021.
8. **EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT)**

   **A)** Consideration of Economic Development Matters. (Section 551.087, T.G.C.)

**B)** Discussion and possible lease, sale or purchase of real property; Tract 1, Tract 2 and Tract 3. (Section 551.072, T.G.C.)

**C)** Consultation with City Attorney regarding litigation matters. (Section 551.071, T.G.C.)

**D)** Evaluation of the City Manager. (Section 551.074, T.G.C.)

**ADJOURNMENT**

**IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.**

## C E R T I F I C A T I O N

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners 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 September 24, 2021 at 3:30 PM 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.

/s/
Perla Lara, TRMC/CMC, CPM
City Secretary

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 1. |
| | DATE SUBMITTED | 09/21/2021 |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Present questions to staff relating to the September 27, 2021 Regular Meeting Agenda, to be discussed at such meeting.

2. Party Making Request:

3. Nature of Request:

4. Routing:

| | |
|---|---|
| Cindy Gonzalez | Created/Initiated - 9/21/2021 |
| Perla Lara | Approved - 9/21/2021 |
| Isaac Tawil | Final Approval - 9/21/2021 |

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 2. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Update on Palm Valley Animal Shelter.

2. Party Making Request:

3. Nature of Request:

4. Routing:
   Cindy Gonzalez Created -

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

# McAllen Police Department

## INTRA-DEPARTMENTAL COMMUNICATION

**TO:** ROY RODRIGUEZ, CITY MANAGER

**FROM:** VICTOR RODRIGUEZ, CHIEF OF POLICE

**SUBJECT:** AGENDA ITEM – ANNUAL SERVICE CONTRACT FOR THE OPERATION OF A REGIONAL ANIMAL SHELTER

**DATE:** 8/26/2021

---

**GOAL:**
The goal of this item is Award of Annual Service Contract for the Operation of a Regional Animal Shelter to the Palm Valley Animal Society (PVAS) in Edinburg, Texas.

**BACKGROUND:**
The City of McAllen contracts with the Palm Valley Animal Society for the operation of a regional animal shelter. Services under this contract include quarantine, impoundment, shelter, spray and neuter services for animal delivered to the Center by City of McAllen Animal Control Wardens.

Yearly animal transports of live and dead animals to the PVAS approximate 9,000 by City of McAllen Animal Control Wardens. However, this contract provides a cap at 6,000 live animals and no cap for dead-on-arrival (DOA) animals.

It is noted that these terms are flat monthly rates regardless of the number of transports to the PVAS.

The proposed contract period is a three (3) year term beginning October 1, 2021. Provisions include:

- A monthly rate of $85,390 for all live animals transported to PVAS by McAllen Animal Control Wardens up to a cap of 6,000 animals;
- Live animals are limited to dogs and cats;
- Opossums will no longer be accepted by the PVAS;
- Through this action, the current temporary moratorium on opossums becomes indefinite; and

- No additional charge for DOA animals delivered to the PVAS by McAllen Animal Control Wardens.

**FUNDING:** The City of McAllen's General Fund budget includes funding for this expense.

Account No. 011-5020-457-71-12 (Outside Agencies – Health & Welfare)

**RECOMMENDATION:**
Award Annual Service Contract for the Operation of a Regional Animal Shelter to the Palm Valley Animal Society in Edinburg, Texas.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE OPERATION OF A REGIONAL ANIMAL SHELTER**

I.

Parties:

The Parties to this Agreement are THE PALM VALLEY ANIMAL SOCIETY, a Texas Non-Profit Corporation, hereinafter referred to as ***The Animal Society***, whose principal place of business is on Trenton Road, in the City of Edinburg, Hidalgo County, Texas, and the CITY OF MCALLEN, governmental entity located in Hidalgo County, Texas, hereinafter referred to as ***The City***.

II.

Purpose:

A. ***Whereas*** *The Animal Society* has operated an Animal Adoption program and Regional Animal Shelter in Hidalgo County since 1983;

B. ***Whereas*** *The City* desires to continue its participation in the ongoing operation of a Regional Animal Shelter in conjunction with *The Animal Society* and other governmental entities in Hidalgo County;

C. ***Therefore***, The Parties hereby mutually agree as set out below:

III.

***The Animal Society* agrees**:

A. To provide a facility that complies with all requirements of the Texas Health and Safety Code Chapter 823 and all other relevant regulations for the operation of a Regional Animal Shelter;

B. To provide a quarantine and impoundment facility that complies with all requirements of the Texas Health and Safety Code Chapter 826 and all other relevant regulations, for the control of rabies and to house and care for any stray animal ordered quarantined for causing bodily injury to a person;

C. To provide a Regional Animal Shelter for housing and care of companion animals as defined by the ASPCA (ASPCA defines as such: companion animals should be domesticated or domestic-bred animals whose physical, emotional, behavioral and social needs can be readily met as companions in the home, or in close daily relationship with humans) delivered to the Regional Animal Shelter by *The City*;

D. To maintain *The Animal Society* for Animal Control drop-off by *The City* Animal Control Wardens. Animals qualifying for drop-off include all sick and injured dogs and cats in addition to healthy strays;

E. To maintain *The Animal Society* for all Dead-On-Arrival (DOA) Animal Control drop-off by *The City* Animal Control Wardens;

F. To provide a program of mandatory spaying and neutering of all dogs and cats adopted from the Regional Animal Shelter in accordance with Chapter 828 of the Texas Health and Safety Code;

G. To maintain the Regional Animal Shelter for Animal Control drop-off Monday - Saturday from 10:30 a.m. – 6:30 p.m. An emergency number will be provided for after-hour emergencies that will be handled on a case-by-case basis. After-hours emergencies include, and are defined as, quarantine, extremely ill or injured, and animals picked up due to the owner being placed in custody;

H. To maintain office hours Monday through Saturday from 10 a.m. to 6 p.m. and 10 a.m. to 5 p.m. on Sunday;

I. In the event of an emergency, *The Animal Society* reserves the right to close all operations to the public and Animal Control operations at its discretion. *The Animal Society* will post on its website and Facebook page any closures that need to occur as well as will keep all gates locked in the event of a closure;

J. With the exception of a State Emergency and in the event of temporary closure, *The City* may reduce its monthly payment to The Animal Center by the sum of one-thousand four hundred dollars ($1,400) for every calendar day closed;

K. To notify *The City* of the date, time and location of all meetings of *The Animal Society*'s Board of Directors. A representative of *The City* is welcome to attend all board meetings. Any representative of *The City* who wishes to be placed on the agenda to address the board must notify *The Animal Society* in writing 48 hours in advance of the meeting. Any action taken by *The Animal Society* shall be at the Sole discretion of the Board of Directors;

L. To establish methods of communication between Animal Shelter Management and *The City* Animal Control operations and to provide a logbook where each Animal Control Warden can note any complaint as well as the date and time the complaint was made. The Regional Animal Shelter manager will then investigate complaints and respond to the Animal Control Warden as soon as reasonably possible;

M. To provide an area where *The City*'s Animal Control Wardens shall rinse and sanitize out waste material from their units after dropping off animals;

N. To accept responsibility for the acts and/or omissions of employees of the Regional Animal Shelter while acting within the course and scope of their employment and hold *The City* harmless from any claims resulting from those acts and/or omissions;

O. To accept responsibility for the condition and operation of the Regional Animal Shelter and hold *The City* harmless from any claims resulting from that condition and operation;

P. To maintain during the life of this Agreement a policy of liability insurance in an amount equal to the value of the Regional Animal Shelter and its contents;

Q. *The Animal Society* expressly denies any liability for the acts and/or omissions of the employees or agents of *The City* and for the capture and transportation of animals to the Regional Animal Shelter until such animal is actually in the care, custody and/or control of *The Animal Society*; and

R. To provide monthly statements to *The City* setting out the total number of animals delivered to the Regional Animal Shelter by *The City's* Animal Control Wardens in the preceding month and the total amount due from *The City*;

IV.

***The City* agrees**:

A. To compensate *The Animal Society* $1,024,680 per 12 months for Animal Shelter services for animals dropped off at the Animal Shelter by *The City's* Animal Control Wardens up to the intake of 6,000 animals, payable on a monthly basis at $85,390.00 per month. Intake from *The City's* Animal Control Wardens over 6,000 animals annually will be accepted at a rate of $170.78 per animal. Animals qualifying for drop-off by *The City's* Animal Control Wardens include all sick, injured, dangerous or nuisance animals. The actual cost of intake per animal delivered to The Animal Society by *The City's* Animal Control Wardens will be figured once yearly by PVAS and submitted to *The City* prior to the end of *The City*'s fiscal year to be used for the coming year. *The Animal Society* will provide data on expenses, budget and the total number of animals from the previous year;

B. To deliver all animals designated by the authority of *The City* to the Regional Animal Shelter in a safe and humane manner and after reasonable attempts to find the owner and return in the field. This includes not transporting deceased animals in the same compartment as live animals. This also includes not transporting obviously contagious animals with non-contagious animals, including on the same vehicle, as well as using humane efforts to unload the animals from the transport vehicles and only utilizing catch poles when absolutely necessary;

C. To provide veterinary grade disinfectant to each of its Animal Control Wardens delivering animals to the Regional Animal Shelter for use during the rinsing out of *The City*'s trucks;

D. To train each Animal Control Officer in the proper preparation of the necessary documentation when dropping off animals at *The Animal Society*, requiring that each Animal Control Officer fully utilize the universal document provided by *The Animal Society*;

E. To provide training to *The City*'s new Animal Control Wardens for the safe and humane control of animals in accordance with Chapter 829 of the Texas Health and Safety Code;

F. To establish methods of communication between Shelter Management and City Animal Control Supervisor. To provide a logbook where *The Animal Society* managers can note any complaint as well as the date and time the complaint was made. *The City* will then investigate complaints and respond to the Animal Control Officer as soon as reasonably possible;

G. To deliver to *The Animal Society* any stray or dangerous animal required to be quarantined by the Texas Health and Safety Code, ensuring that complete and proper documentation, including details on bite quarantine animals, is provided to *The Animal Society* upon delivery of the animal;

H. To designate *The Animal Society* as an authorized Local Rabies Control Authority representative for *The City*;

I. To permit *The Animal Society* to dispose of any animal quarantined pursuant to this Agreement as it sees fit in accordance with the Texas Health and Safety Code requirements; and

J. In the event that *The Animal Society* hosts workshops for <u>all</u> Animal Control personnel that deliver and drop off animals at the Animal Shelter, *The City's* Animal Control Wardens will attend two (2) such workshops each calendar year provided that each workshop does not exceed eight (8) hours, the workshops occur within Hidalgo County and with not less than four (4) weeks' notice to *The City* for each scheduled workshop. It is understood that during any scheduled workshop, *The City* may keep sufficient Animal Control Wardens in the field to respond to *The City's* Call-For-Service. All requests for a ride-along will be subject to the department's ride-along policies.

V.

Payment for invoices shall be made by *The City* within thirty (30) days after receipt of invoice for service. Should *The City* fail to pay any invoice, and such failure is not cured within Sixty (60) days, *The Animal Society* shall be permitted to suspend service without any written notice of same. At *The Animal Society* 's option, *The Animal Society* may pursue any available remedy, a law or in equity in addition to collecting the late payment charge and/or any outstanding principal amount due from *The City* under the provisions of this Agreement for its Term.

VI.

This Agreement may only be amended by written mutual agreement of the Parties. This Agreement contains all of the terms of the agreements of the Parties. This Agreement shall be in effect for three (3) years, from October 1, 2021 through September 30, 2024.

VII.

Neither *The Animal Society* nor *The City* shall terminate this agreement nor take any adverse action against the other party without first giving written notice of the problem and advising the other party of its right to cure such problem. If the party corrects or cures the problem within the specified 30-day period, then no adverse action related to this Agreement shall be taken by either participant. Notwithstanding, *The Animal Society* or *The City* may terminate this Agreement with or without cause by providing a 90-day written notice to the other party.

It is the intent of the parties that litigation be avoided and in order to allow for quick resolution of any and all disputes, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of dispute resolution, in accordance with its guidelines.

VIII.

*The City*, at its own expense, may audit the financial records of *The Animal Society* from time to time from the latest fiscal year for transactions involving expenditures of funds from *The City*, arising under this contract. The audit shall not extend to all transactions of *The Animal Society*, but only to those transactions, which relate directly to services provided to *The City*. At the written request of *The City*, *The Animal Society* will furnish *The City* with a copy of *The Animal Society*'s budget which relates to the expenditure of funds of *The City* arising under this contract. *The Animal Society* agrees to reasonably cooperate with audit inquiries relating to such budget and expenditures arising out of this contract.

IN WITNESS THEREOF, *The City* and *The Animal Society* have executed this agreement as of the date first above written.

ATTEST:

By: ______________________

Title: ______________________

Date: ______________________

City of MCALLEN, Texas

By: ______________________

Title: ______________________

Date: ______________________

Palm Valley Animal Society

By: ______________________

Title: ______________________

Date: ______________________

Approved as to form:

______________________

City Attorney

Date: ______________________

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 3. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Open Discussion on Small Business Incentives.

2. Party Making Request:

3. Nature of Request:

4. Routing:
   Cindy Gonzalez Created -

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 4. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Re-Naming of Palm View Golf Course.

2. Party Making Request: Carlos Espinosa

3. Nature of Request: Staff seeks City Commission input on a new name for Palm View Golf Course.

4. Routing:
   Carlos Espinosa — Created -
   Joe Vera
   Isaac Tawil

5. Staff Recommendation: Staff recommends consideration of the names listed in the attached Memo.

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

Palm View Golf Course
2701 South Ware Road
McAllen Texas 78503
956-681-3444 Tel
956-681-3447 Fax

**Palm View Golf Course**

# Memo

**To:** Mr. Roy Rodriguez, City Manager

**From:** Carlos Espinosa, Director of Golf

**Date:** September 1, 2021

**Re:** **Re-Naming of Palm View Golf Course**

---

## GOAL:

Staff seeks City Commission input on possible new names for Palm View Golf Course.

## BRIEF EXPLANATION OF THE ITEM(S):

As directed at the recent Workshop, Golf Course Staff gathered input on possible new names from members of the Golf Course Advisory Board as well as golfers that frequently play at Palm View Golf Course. Following please find the names containing the words mentioned the most; please note the word "McAllen's" could precede all the names and the words "at McAllen" could also follow them all; the names are not listed in any order.

1. Champions Lakes Golf Course
2. Champions Crossing Golf Course
3. Escondido Lakes Golf Course
4. Escondido Crossing Golf Course
5. Lake View Golf Course

## HISTORY:

Palm View has been the name of the City's Golf Course for over 52 years; in recent years, this name has often been connected or linked to the City of Palmview. Renaming the Golf Course should avert such link or connection.

## OPTIONS:

The names listed above offer 5 different name options that will not yield connections to the City of Palm View.

## RECOMMENDATION:

Staff recommends consideration of the names listed above.

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 5. |
| | DATE SUBMITTED | 09/20/2021 |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Subdivision Monthly Report

2. Party Making Request: Edgar Garcia

3. Nature of Request: Subdivision Monthly Report

4. Routing:
   Jessica Cavazos — Created/Initiated - 9/20/2021
   Edgar Garcia — Approved - 9/20/2021
   Michelle Rivera — Approved - 9/21/2021
   Isaac Tawil — Final Approval - 9/21/2021

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

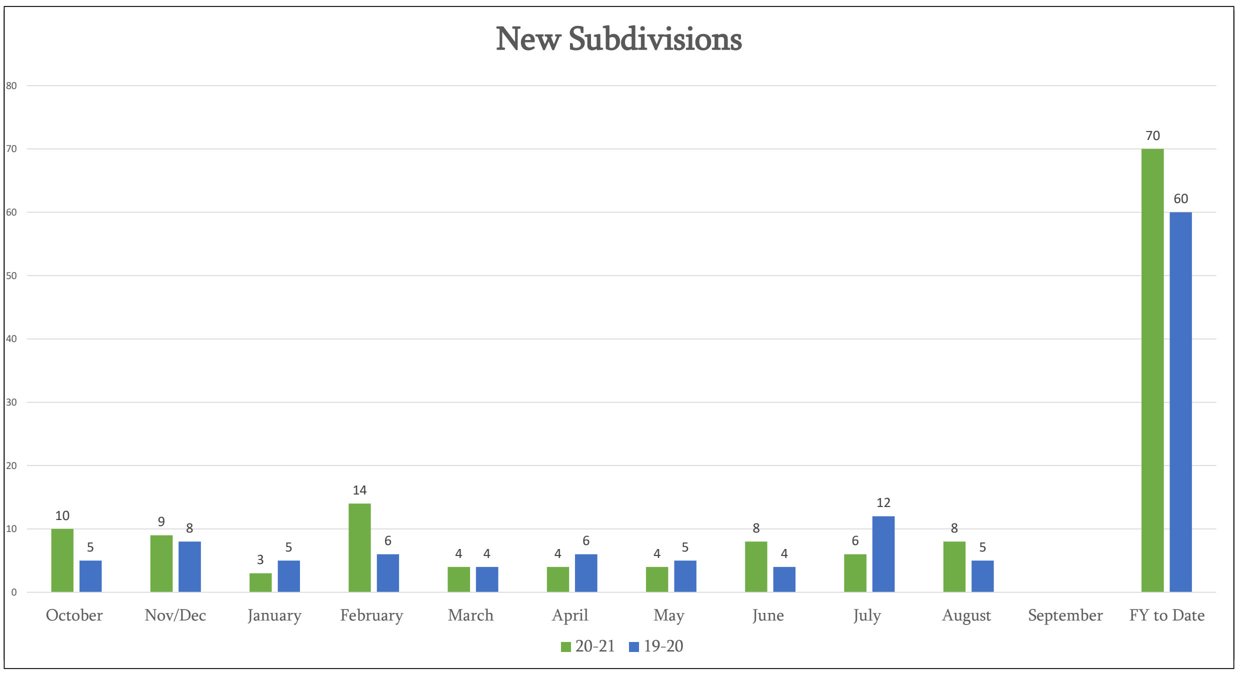
8. Manager's Recommendation:

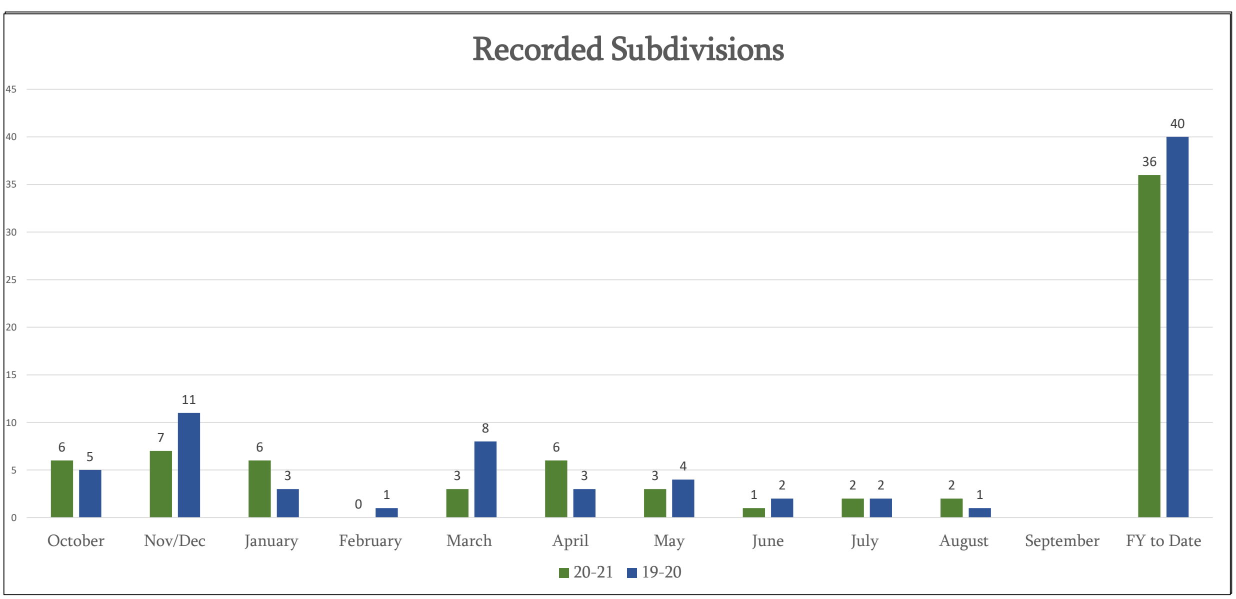
## City of McAllen

### Subdivision Report Ending August 31, 2021

Planning Department

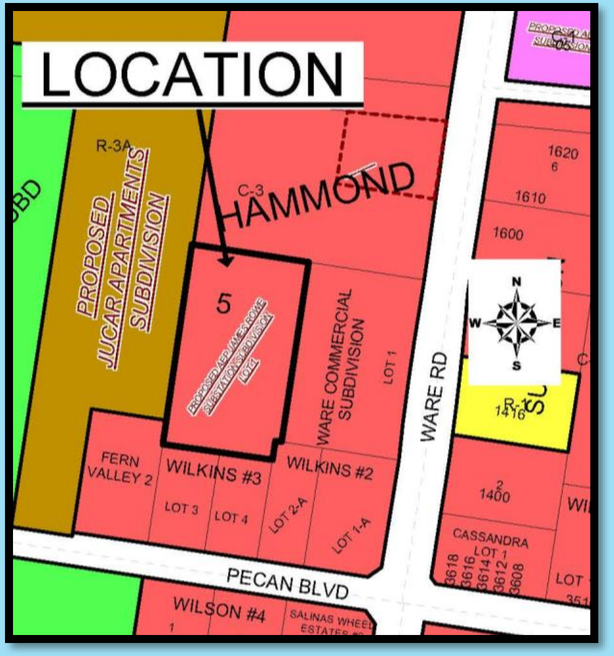
| | Zoning | Type of Development | Number of Lots | Acres |
|---|---|---|---|---|
| **New Subdivisions** | | | | |
| 1. AEP James Rowe Subdivision | C-3 | Electrical Substation | 1 | 3.04 |
| 2. Bell's Farm Subdivision | C-3 | Commercial | 2 | 3.335 |
| 3. Best Subdivision | ETJ | Residential | 1 | 1.15 |
| 4.MAE Subdivision | C-3 | Commercial | 1 | 1.34 |
| 5. Nemont Estates II Subdivision | ETJ | Residential | 34 | 10 |
| 6. Oak Valley Subdivision | ETJ | Residential | 32 | 27 |
| 7.Owens Commercial Park | C-3L | Commercial | 1 | 1.39 |
| 8. The Quarter II Subdivision | R-1 | Residential | 12 | 5.24 |
| | | | | |
| **Recorded Subdivisions** | | | | |
| 1. Hammond Development | I-1 | Industrial | 6 | 41.04 |
| 2. Palms Community Center No.2 Lot 15A Subdivision | C-3 | Commercial | 1 | 1.155 |

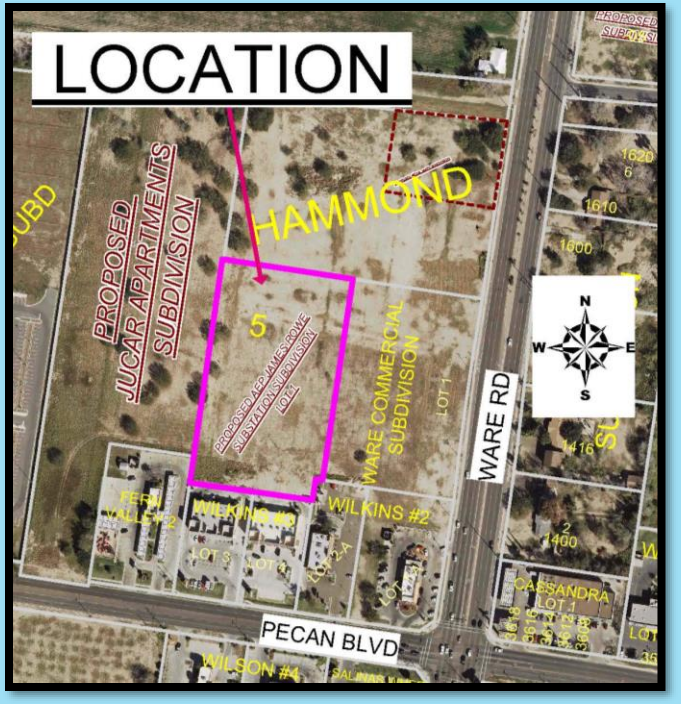


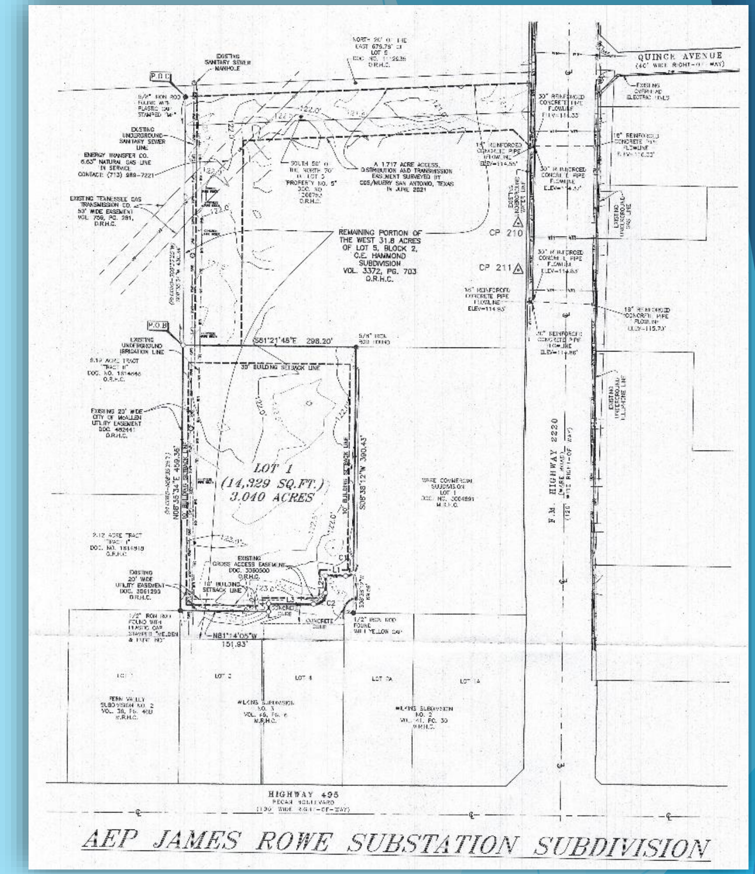



# AEP James Rowe Subdivision

Zoning: C-3
Type of Development: Electrical Substation
Lots: 1
Acres: 3.04

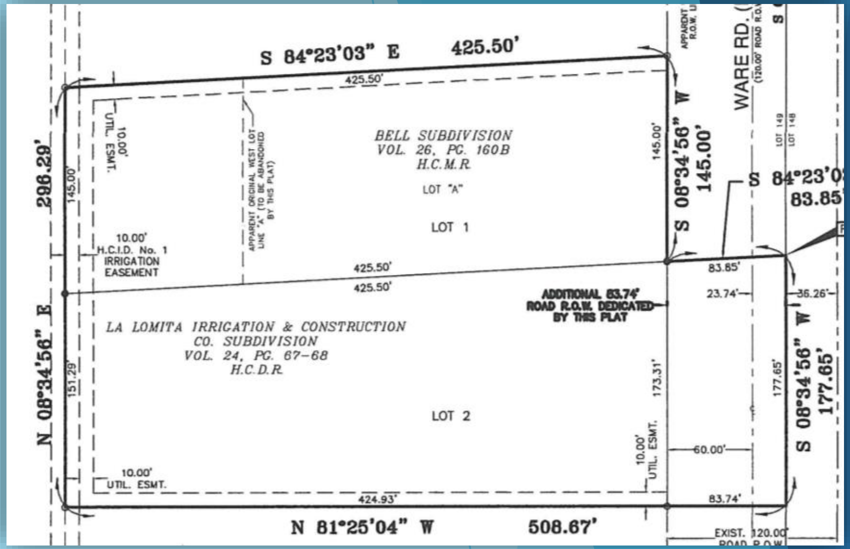


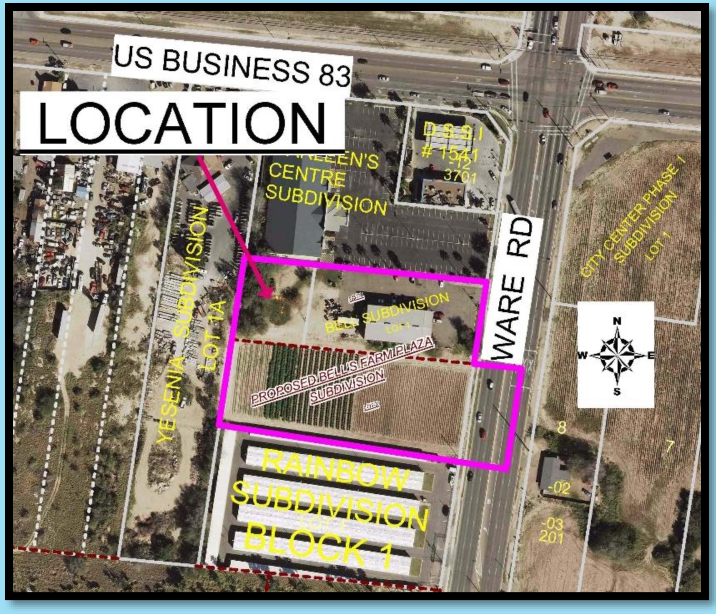



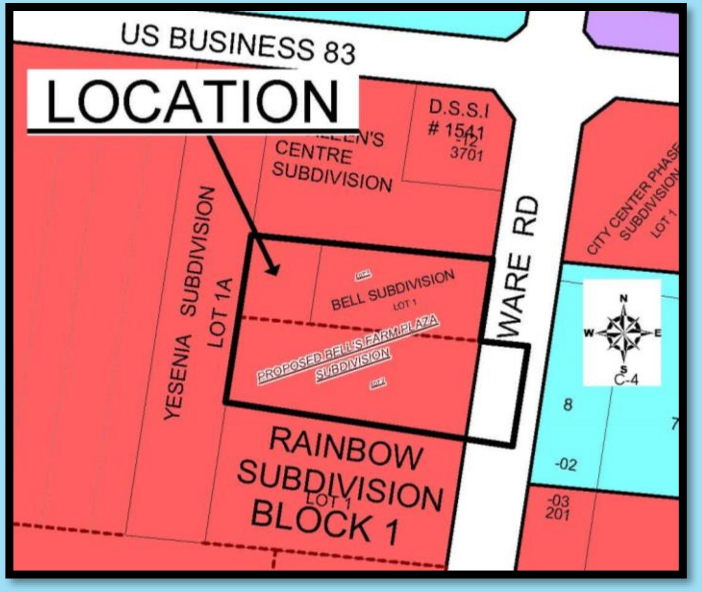



# Bell’s Farm Plaza Subdivision

Zoning: C-3
Type of Development: Commercial
Lots: 2
Acres: 3.335

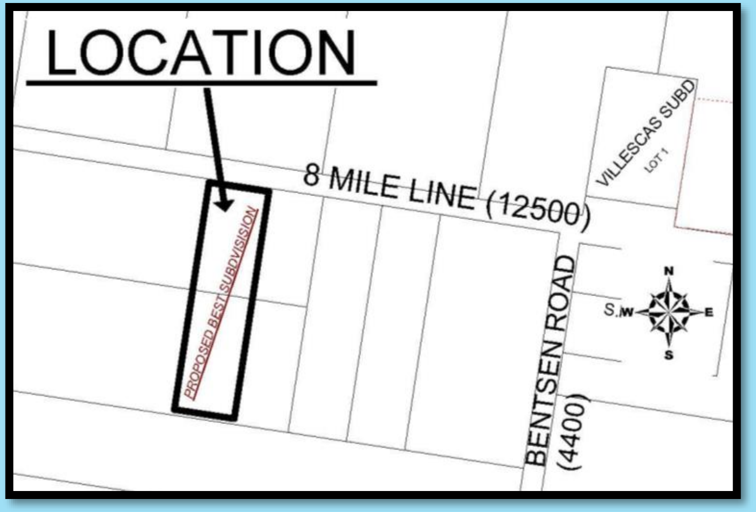


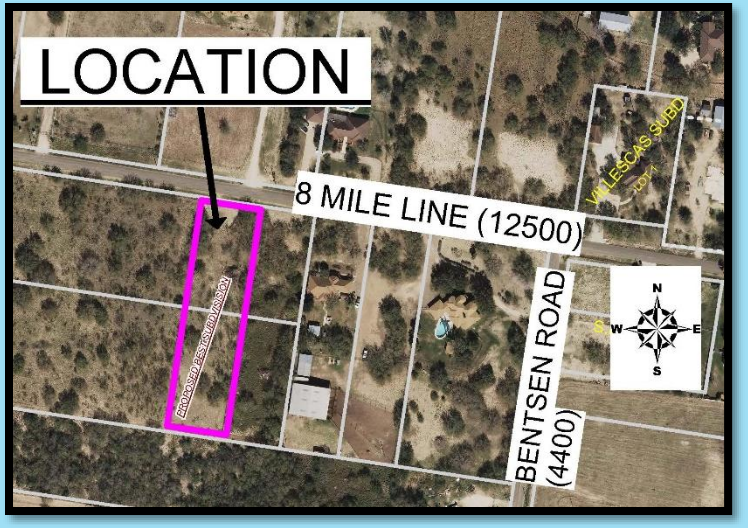



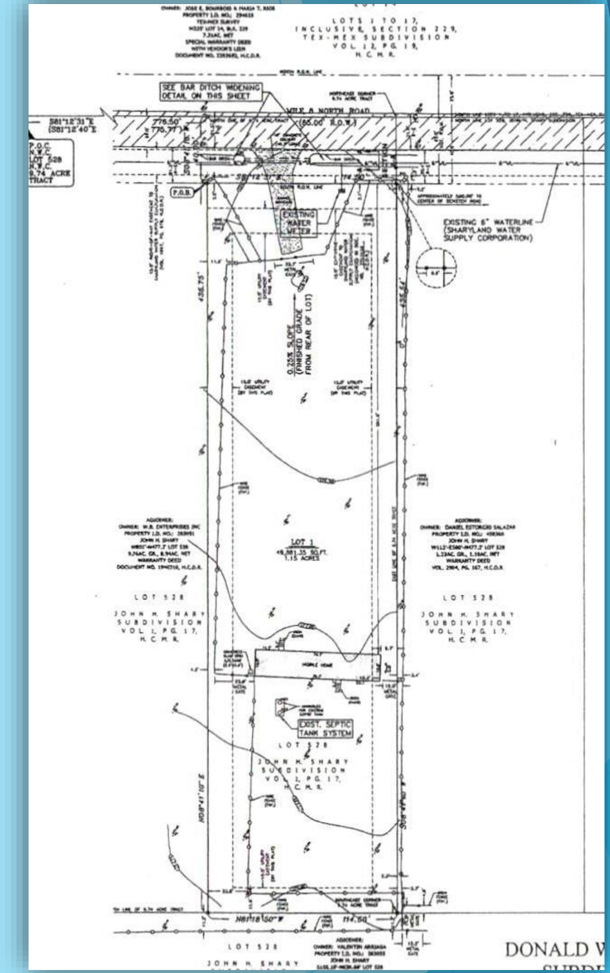



# Best Subdivision

Zoning: ETJ
Type of Development: Residential
Lots: 1
Acres: 1.15

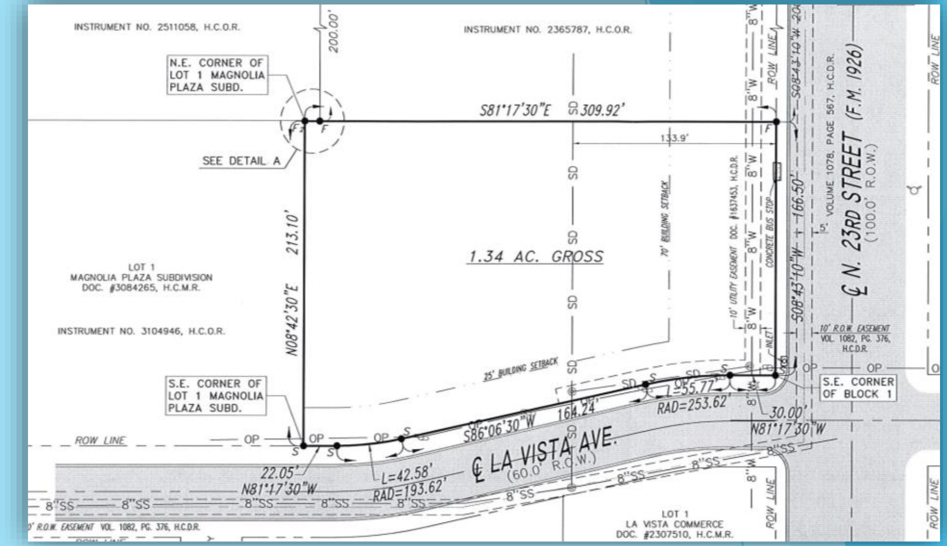


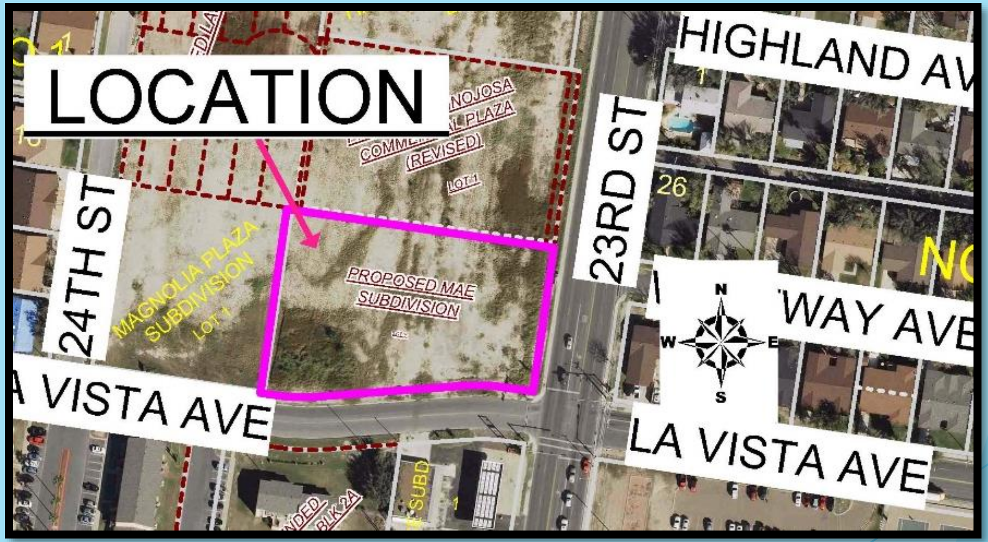



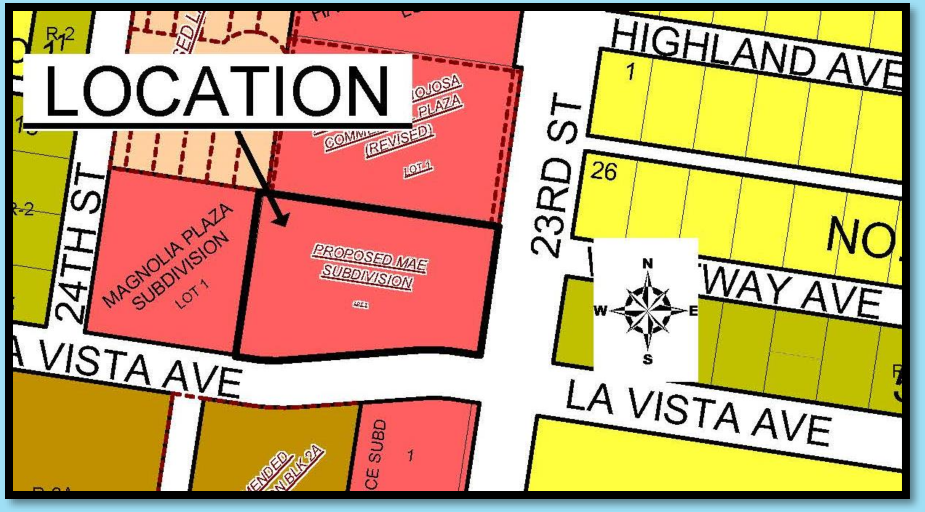



# MAE Subdivision

Zoning: C-3
Type of Development: Commercial
Lots: 1
Acres: 1.34

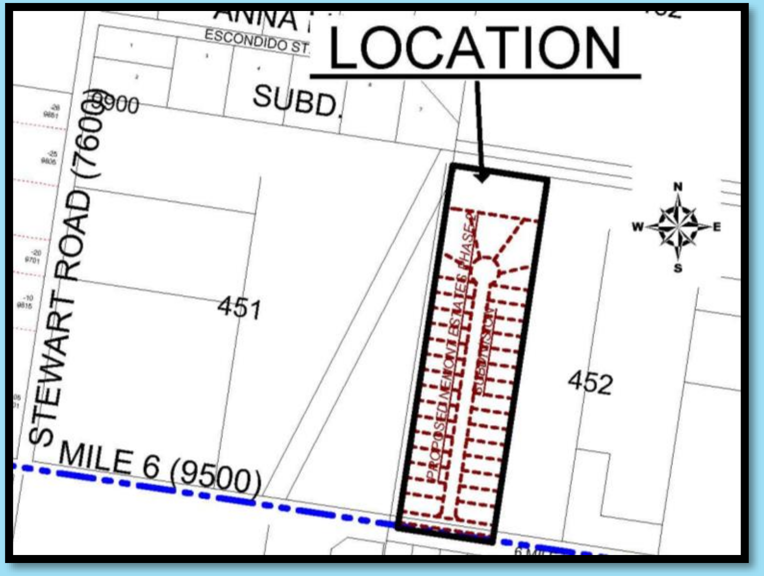


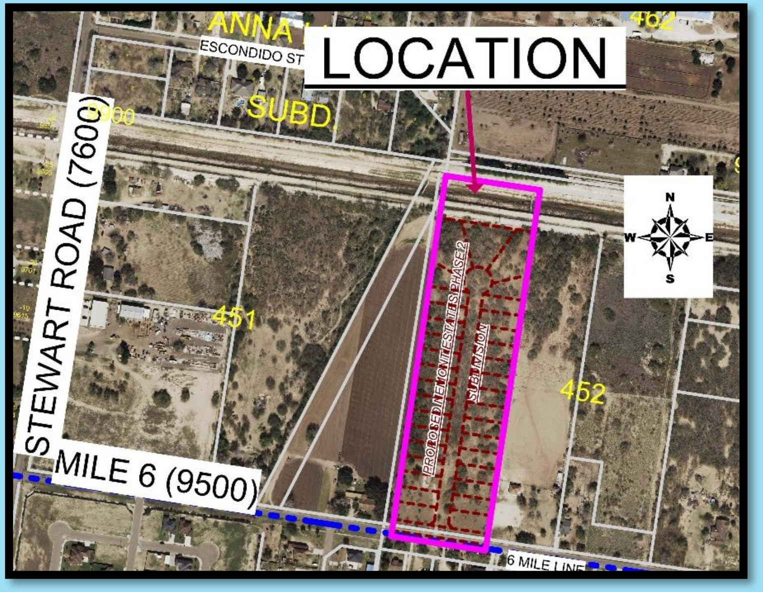



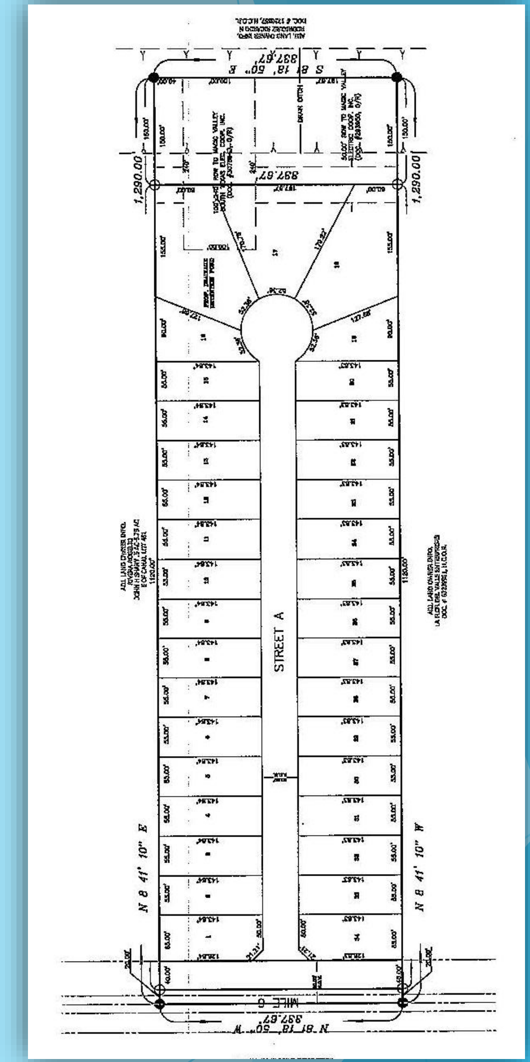



# Nemont Estates II Subdivision

Zoning: ETJ
Type of Development: Residential
Lots: 34
Acres: 10.00

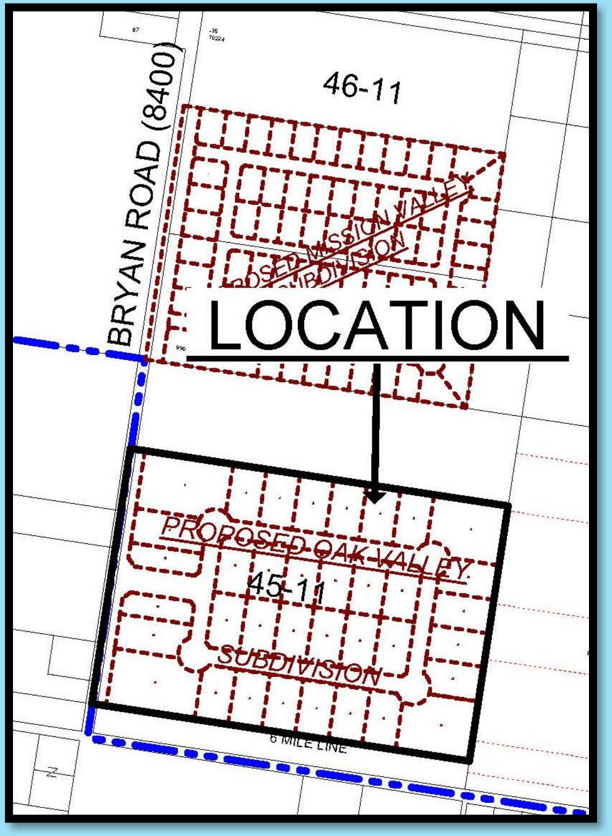


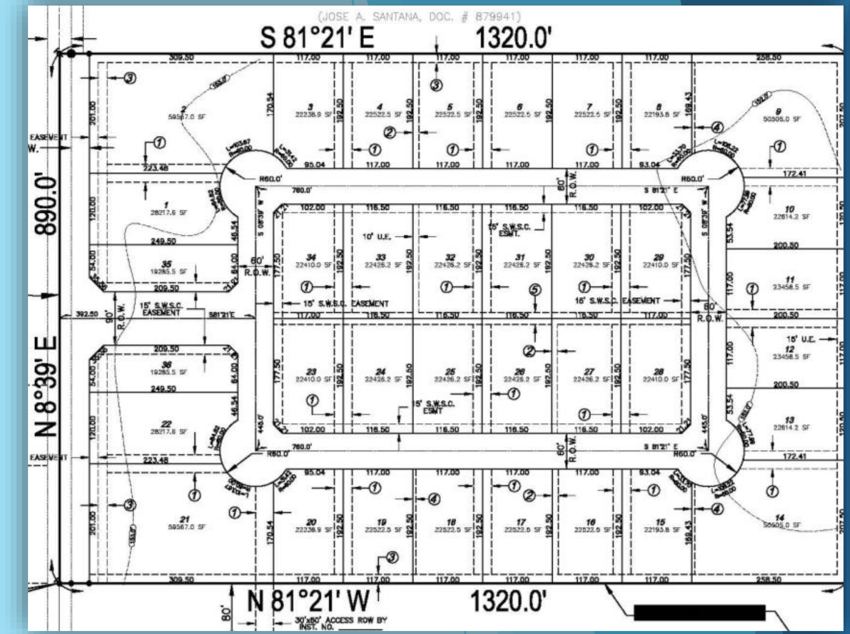



# Oak Valley Subdivision

Zoning: ETJ
Type of Development: Residential
Lots: 32
Acres: 27.00

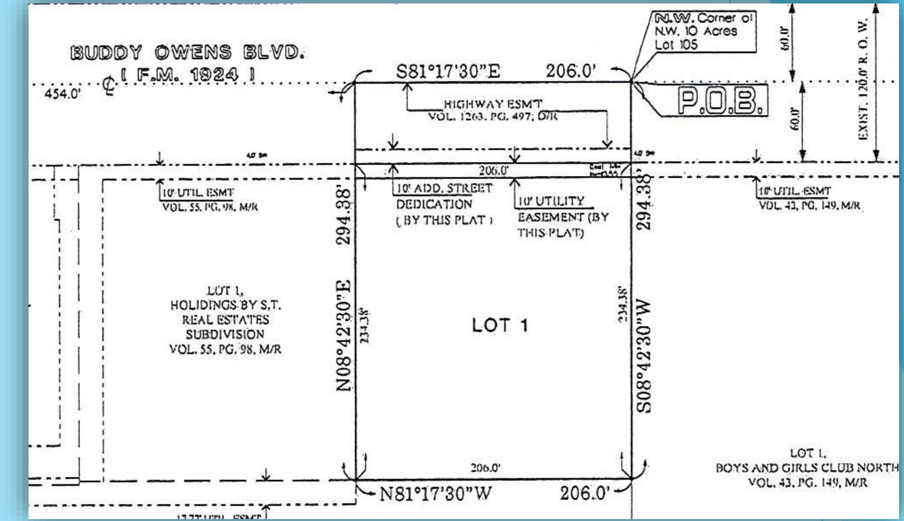


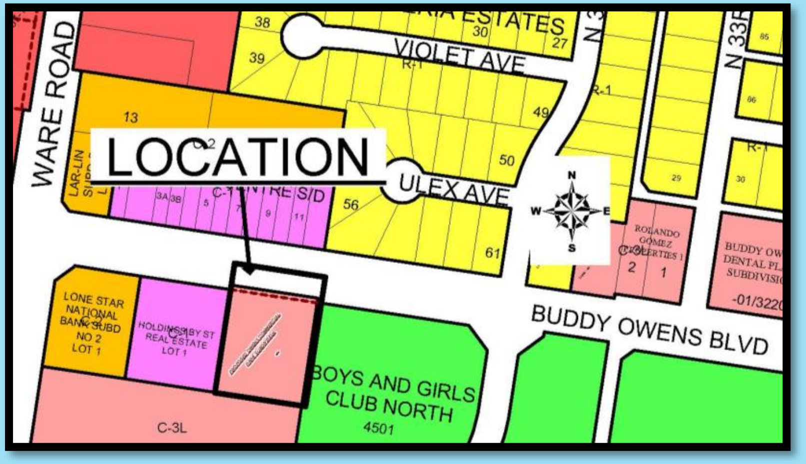


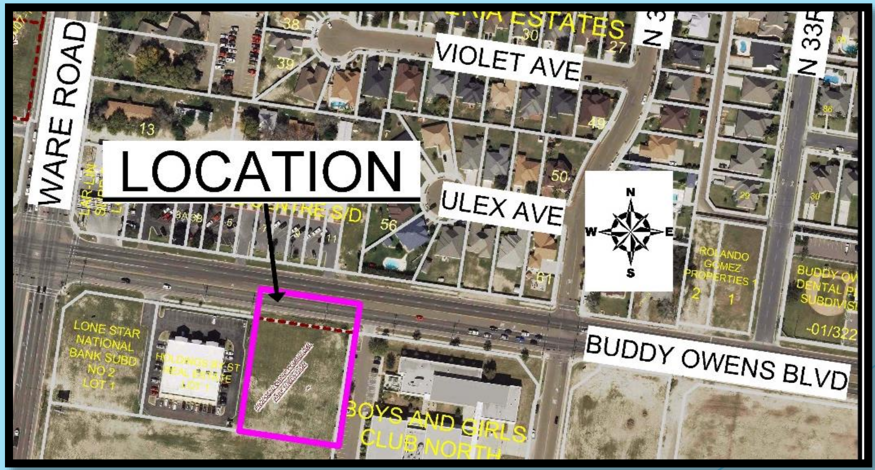


# Owens Commercial Park Subdivision

Zoning: C-3L
Type of Development: Commercial
Lots: 1
Acres: 1.39

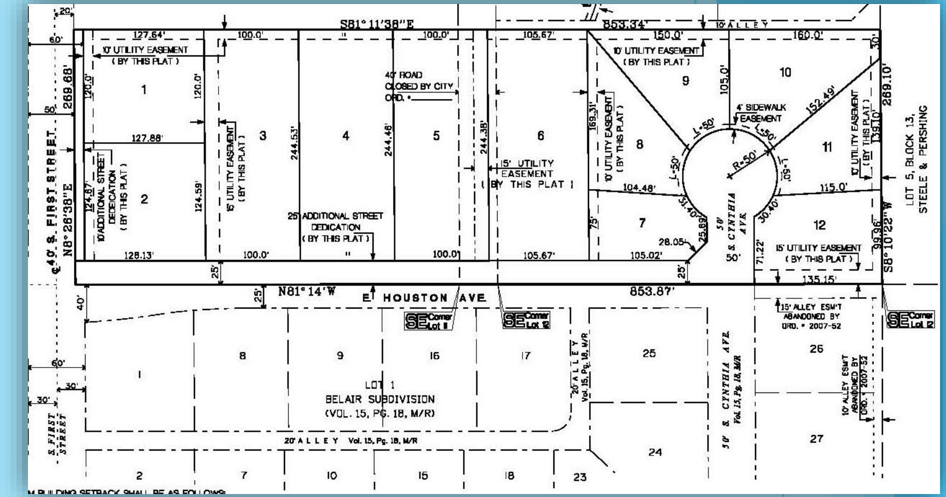


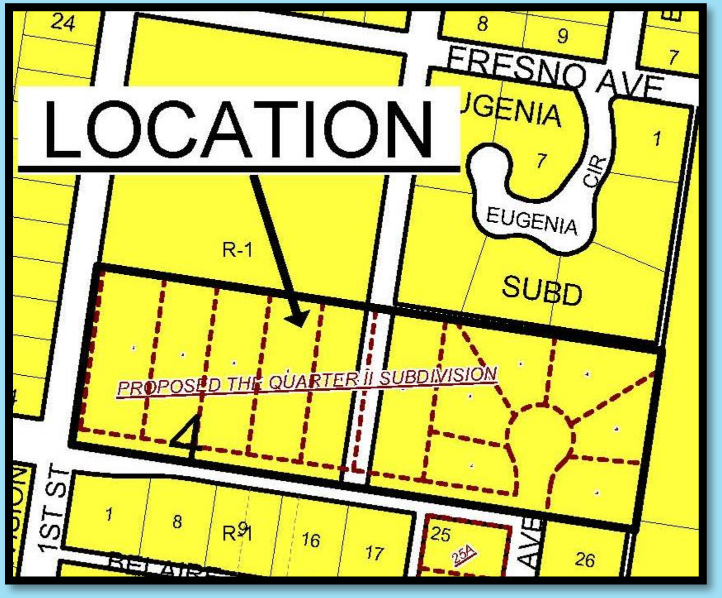



# The Quarter II Subdivision

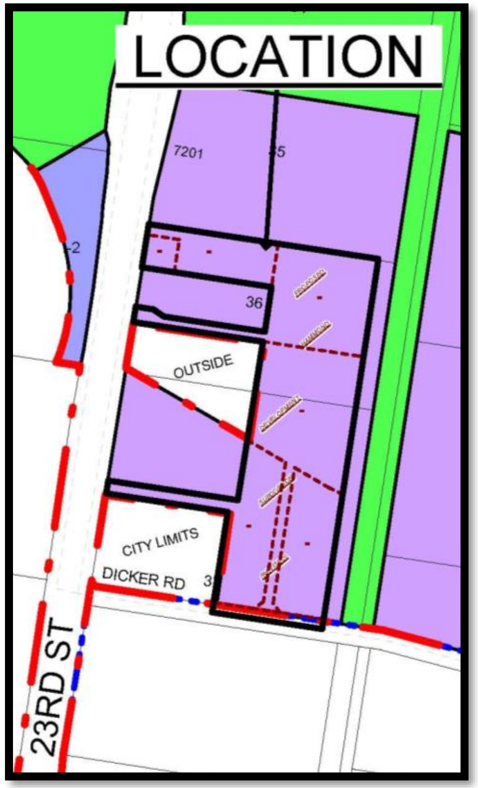
Zoning: R-1
Type of Development: Residential
Lots: 12
Acres: 5.24



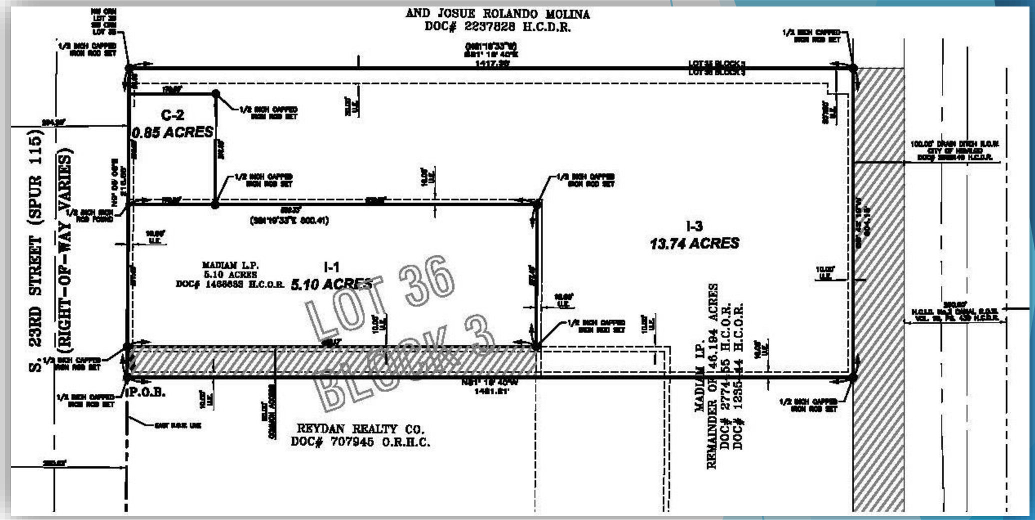




# Hammond Development Subdivision

Zoning: I-1
Type of Development: Industrial
Lots: 6
Acres: 41.04

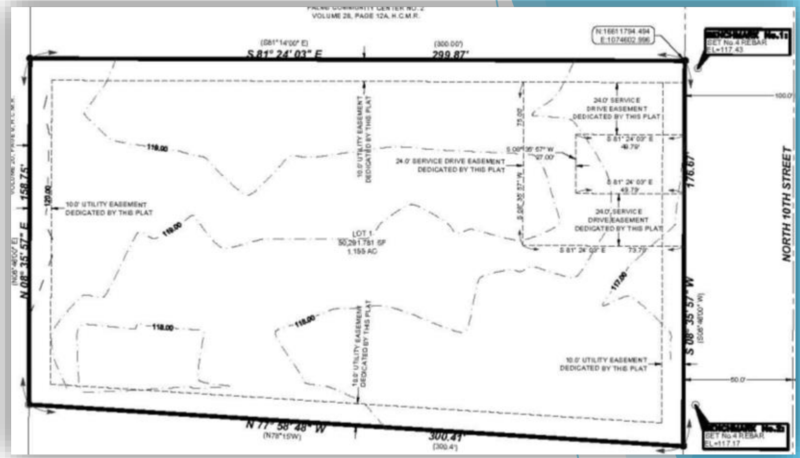


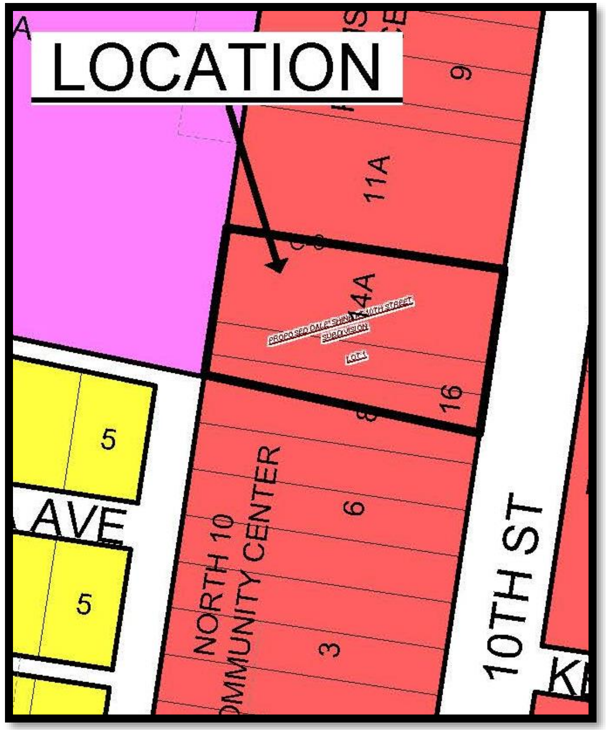




# Palms Community Center II Subdivision

Zoning: C-3
Type of Development: Commercial
Lots: 1
Acres: 1.155




CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 6. |
| | DATE SUBMITTED | 09/21/2021 |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Status Report on Parks & Recreation Projects.

2. Party Making Request:

3. Nature of Request: Status Report on Parks & Recreation Projects.

4. Routing:

| | |
|---|---|
| Janie Garcia | Created/Initiated - 9/21/2021 |
| Denny Meline | Approved - 9/21/2021 |
| Isaac Tawil | Final Approval - 9/21/2021 |

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

# City Commission Update

McALLEN
Parks & Recreation


**Ware Road Colbath/Jordan Seating Nodes CDBG ZA4080**

District: 4 Vendor: Various and In House Budget: $71,000 Completion Date: July 2021 50%

**Ware Road Colbath/Jordan Seating Nodes CDBG ZA4080**

District: 4 Vendor: Various and In House Budget: $71,000 Completion Date: July 2021 50%


**Ware Road Colbath/Jordan Seating Nodes CDBG ZA4080**

District: 4 Vendor: In House Budget: $71,000 Completion Date: July 2021 50%


**McHi ReLamp Tennis Court – CA2009**

District: 5 Vendor:Musco Budget: $ 223,000 Completion Date: September 2021


**McAllen Youth Baseball North Parking Lot – CA2005**

District: 1 Vendor: Pending Approval Budget: $400,000 Completion Date: August 2021


**Crockett Park- CP2001**

District: 5 Vendor: Various and In House Budget: $160,000 Completion Date: December 2021

**La Floresta Park Land Zone 3- CP2101**

District: 1 Vendor: Various Budget: $160,000 Completion Date: December 2021

**H2O Hut –CP2002**

District: 6 Vendor: Various Budget: $115,000 Completion Date: March 2022

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 7. |
| | DATE SUBMITTED | 09/21/2021 |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Project Status Report through August 31, 2021.

2. Party Making Request: Eduardo Mendoza

3. Applicant: Eduardo Mendoza

4. Nature of Request: Project Status Report through August 31, 2021.

5. Fiscal Impact Summary:

6. Budgeted:

| | | | |
|---|---|---|---|
| Bid Amount: | ____________ | Budgeted Amount: | ____________ |
| Under Budget: | ____________ | Over Budget: | ____________ |
| | | Amount Remaining: | ____________ |

7. Routing:

| | |
|---|---|
| Grecia Martinez | Created/Initiated - 9/21/2021 |
| Yvette Barrera | Approved - 9/21/2021 |
| Michelle Rivera | Approved - 9/22/2021 |
| Isaac Tawil | New - 8/17/2021 |

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None. IJT

11. Manager's Recommendation: None. RR.

CITY OF McALLEN

ENGINEERING DEPARTMENT

# MEMORANDUM

**To:** Roel "Roy" Rodriguez, P.E., City Manager

**From:** Yvette Barrera, PE, CFM, City Engineer

**Date:** September 27, 2021

**Subject:** **Project Status Report through August 31, 2021**.

Please find attached a list of various projects that are currently under construction and for which the Engineering Department performs Construction Management services. The work depicted is work performed through August 31, 2021.

The following projects are included:

1. Bicentennial Boulevard Extension (Trenton to SH107)
2. Taylor Road Widening (I2 to Daffodil Avenue)
3. Daffodil Avenue Widening (Taylor Road to Ware Road)
4. Dove Avenue Widening (Bentsen Road to 41$^{st}$ Street)
5. 2018 Bond Drainage Improvement Projects
6. Drainage Utility Fee Projects
7. TX DOT Update on I-2/ I-69C Interchange Project


# PROJECT STATUS REPORT

By Yvette Barrera, P.E., City Engineer

# Bicentennial Boulevard Extension (Trenton to SH107)

This project consists of the extension of a 4 lane urban curb and gutter paved roadway from Trenton Road to State Highway 107 (University Drive). The extension of Bicentennial Boulevard is 2.80 miles and includes a storm water management system, potable water, and sanitary sewer infrastructure, installation of two raw water underground mains for irrigation, sidewalks, and noise attenuation barriers along the right of way at existing residential subdivisions.

| | |
|---|---|
| Construction Company: | Texas Cordia LLC, Edinburg Texas |
| Original Contract: | $12,796,830.45 |
| Change Orders Total: | $266,418.62 |
| Original Contract (Day's): | 359 Working Days |
| Contract End Date: | November 19, 2021 |
| Change Order (Day's): | 114 Working Days |

Construction Status: Construction of water supply and sanitary sewer infrastructure is complete. Roadway storm sewer systems along with northwest drain improvements are complete. HCID#1 raw water infrastructure is pending delivery of gate valves for irrigation service connections to the east to finalize construction. Roadway substantially complete and open to the public from Trenton Road to Freddy Gonzalez Drive. Sprague Road Intersection is complete pending traffic signals and pedestrian crossings. Segment of the roadway from north of Freddy Gonzalez Drive to SH107 is complete pending pavement markings with road side sign assemblies and installation of segments of sidewalk along with final shaping, grading and stabilization of green areas. Installation of all noise attenuation barriers is complete.

**Bicentennial Blvd.** Final Installation of Asphalt Surface Pavement at Freddy Gonzalez Drive Intersection.

# Taylor Road Widening (I2 to Daffodil Avenue)

The project consists of widening the existing road to a 4 lane urban curb and gutter paved roadway from I2 (US 83) to 2 Mile Line (Daffodil Avenue). The total widening of Taylor Road is 3.0 miles and includes a storm water management system and dedicated left-turn lanes at all major intersections. The project is managed through an interlocal agreement with the City of Mission in which the City of Mission is the fiduciary agent for the project development. The project is separated into 2 phases.

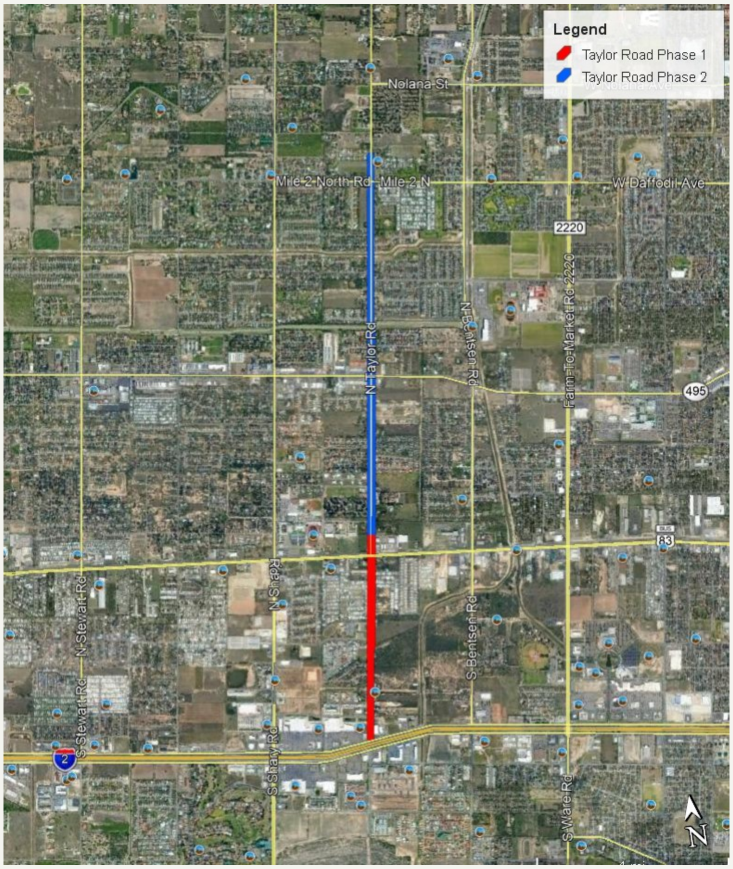
Project Development Status:

Phase 1. Widening from I2 to U.S. Business 83.

1. Roadway right of way acquisition is almost complete, pending four parcels.
2. Utilities to relocate immediately after acquisition of all roadway right of way.
3. Construction documents are complete, currently under review by TxDOT, ready to advertise for bids in the upcoming months.

Phase 2. Widening from U.S. Business 83 to 2 Mile Line (Daffodil Avenue).

1. Approximately thirty-five (35) percent of roadway right of way parcels are acquired.
2. Utilities to relocate immediately after acquisition of all roadway right of way.
3. Construction plans are 85% complete



# Daffodil Avenue Widening (Taylor Road to Ware Road)

The project consists of widening the existing road to a 4 lane urban curb and gutter paved roadway from Taylor Road to Ware Road. The total widening of Daffodil Avenue is 0.65 miles and includes a storm water management system and dedicated left-turn lanes at all major intersections. Project design is managed through Halff Associates Inc. Consultants

Project Development Status:

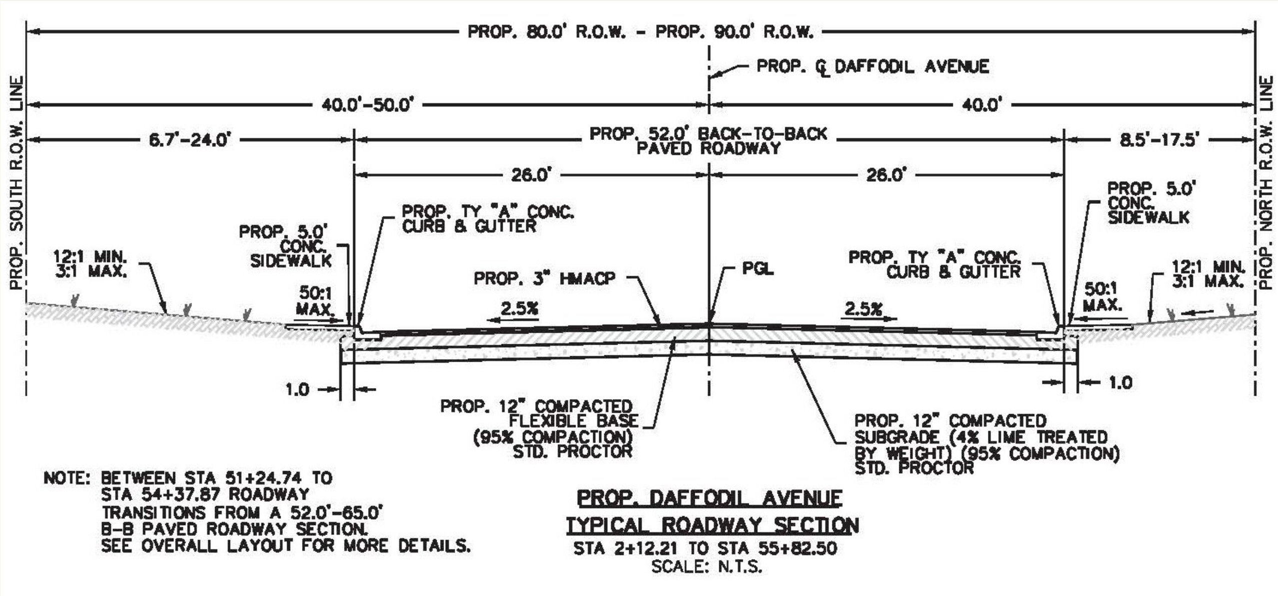
Preliminary Study Phase: Covers roadway schematic, utility accommodation, and right of way acquisition.

a. Roadway right of way acquisition is almost complete, pending four parcels.

b. Utility accommodation. A list of all potential conflicts within the right of way has been identified to coordinate relocation with utility companies.

Design Phase:

1. Construction documents should be complete by October and be ready to advertise for bids.



# Dove Avenue Extension (Bentsen Road to 41st Street)

The project consists of widening the existing road to a 4 lane urban curb and gutter paved roadway from Bentsen Road to 41st street. The total widening of Dove Avenue is 0.25 miles and includes storm water management system, bridge class culvert crossing at Mission/McAllen Lateral Drainage Canal, siphon at Hidalgo County Irrigation District 1 main canal, and dedicated left-turn lanes at all major intersections. Project design is managed through Cruz-Hogan Consultants, Inc.

Project Development Status:

Preliminary Study Phase: Covers roadway schematic, utility accommodation, and right of way acquisition.

a. Schematic. Complete

b. Utility accommodation. A list of all potential conflicts within the right of way has been identified to coordinate relocation with utility companies.

c. As part of the requirements established by Hidalgo County Irrigation District Number 1 to permit the roadway crossing over the main canal, the irrigation canal siphon and drainage canal crossing will be procure by the irrigation district and build separate from the roadway.

Design Phase:

Irrigation siphon and drainage canal crossing plans are complete.

Roadway and drainage plans are 75% percent complete.

# 2018 Bond Drainage Improvement Projects Cont.

*<u>Dove Avenue (N 10th Street to N 2nd Street) Drainage Improvements</u>*
This project consists of the installation of a new storm sewer line to supplement existing infrastructure along Dove Avenue as well as new infrastructure to serve the intersection of North 10th Street at Dove Avenue.

| | |
|---|---|
| Construction Company: | RDH Site & Concrete, LLC. |
| Original Contract: | $ 679,820.00 |
| Change Order to date: | $ 0 |
| Original Contract (Days): | 180 - calendar days |
| Original Contract End Date: | January 11, 2021 (pending contract time adjustment) |
| Change Order (Days): | 0 |

Construction Status: Paving reconstruction at the intersection of Dove and N. 10th street is complete. Pavement repair east of 2nd Street is in progress.

# 2018 Bond Drainage Improvement Projects Cont.

*<u>N 4th Street at Sunflower Avenue Drainage Improvements</u>*
This project consists of an installation of a new storm sewer line serving the area of N 4th Street at Sunflower Avenue and vicinity.

| | |
|---|---|
| Construction Company: | RDH Site & Concrete, LLC. |
| Original Contract: | $ 348,766.00 |
| Change Order to date: | $ 0 |
| Original Contract (Days): | 77- calendar days |
| Original Contract End Date: | February 21, 2021(pending contract time adjustment) |
| Change Order (Days): | 0 |

Construction Status: Complete storm system has been installed and connected. Backfill has been completed. AC waterline replacements have been completed. Roadway reconstruction completion is scheduled for week of 09/12/2021.

# 2018 Bond Drainage Improvement Projects Cont.

*Northwest Blueline Regrade-Trenton to Outfall*

This project consists of excavation and grading of an upstream segment of the Northwest Blueline drainage channel, along with approximately 2,700-linear feet of new storm sewer along Auburn Avenue and an additional 700-feet along future N. 33rd Street.

| | |
|---|---|
| Construction Company: | REIM Construction, Inc. |
| Original Contract: | $ 2,028,251.50 |
| Change Order to date: | $ 368,467.00 |
| Original Contract (Days): | 240 - calendar days |
| Revised Contract End Date: | August 17, 2021 |
| Change Order (Days): | 83 – calendar days |

Construction Status: Approximately 130-linear feet (Trenton Rd interconnect) of storm pipe pending. Forming and pouring of proposed structure at channel outfall continues, along with preparations of pavement reconstruction between N 29th Street and future 33rd Street. Channel excavation and channel reprofiling ongoing.

# 2018 Bond Drainage Improvement Projects Cont.

*Bicentennial Blueline (Harvey Ave to Tamarack Ave) Bridge Improvements (4 Locations)*
This project consists of the removal and replacement of bridge structures along Bicentennial Blueline to improve drainage.

Construction Company: GO Underground, LLC

1.) La Vista Avenue Bridge Improvements

Original Contract: $ 1,272,271.14
Change Order to date: $ 0
Original Contract (Days): 240 - calendar days
Original Contract End Date: June 11, 2021
Change Order (Days): 0

Construction Status: Waterline relocations are complete.Drilled shaft construction is complete. Construction of Headwall/wingwall is underway. Roadway reconstruction will remain.

2.) Highland Avenue Pedestrian Bridge Improvements

Original Contract: $ 351,640.40
Change Order to date: $ 0
Original Contract (Days): 180 - calendar days
Original Contract End Date: December 9, 2021
Change Order (Days): 0

The pre-fabricated pedestrian bridge is staged on-site. Demolition of existing bridge is complete. Soldier Piers have been cast. Head wall on east side is being formed.

3.) Tamarack Avenue Bridge Improvements

Original Contract: $ 1,518,796.36
Change Order to date: $ 0
Original Contract (Days): 240 - calendar days
Original Contract End Date: August 7, 2022
Change Order (Days): 0
Construction will commence upon substantial completion of the Highland Avenue project.

4.) Harvey Avenue Bridge Improvements

Original Contract: $ 1,550,222.84
Change Order to date: $ 0
Original Contract (Days): 240 - calendar days
Original Contract End Date: April 5, 2023
Change Order (Days): 0
Construction will commence upon substantial completion of the Tamarack Avenue project.

# 2018 Bond Drainage Improvement Projects Cont.

Below is a list of drainage bond projects completed to date.

- Vine Avenue at N 48th St Drainage Improvements
- Gardenia Avenue at N 25 ½ Street Drainage Improvements
- N 43rd Street Stormwater Bypass
- Marigold Avenue (Alley) Drainage Improvements
- N 12th Street at Esperanza Avenue Drainage Improvements
- Harvey Avenue at N. Main Street Drainage Improvements
- N 7 ½ Street at Highland Avenue Drainage Improvements
- Iris Avenue at Cynthia Avenue Drainage Improvements

# Drainage Utility Fee Projects Cont.

<u>*Gardenia Avenue at N 12th Street Drainage Improvements*</u>
This project consists of the installation of new storm sewer infrastructure: approximately 1,700-linear feet of pipe ranging from 24-inches to 42-inches, related inlets and manholes and pavement reconstruction.

| | |
|---|---|
| Construction Company: | Texas Cordia Consruction, LLC. |
| Original Contract: | $ 282,060.00 |
| Change Order 2 & Final: | $ (15,474.00) |
| Final Contract Amount: | $ 266,586.00 |
| Original Contract (Days): | 90-calendar days |
| Original Contract End Date: | August 10, 2021 |
| Revised Contract End Date: | August 20, 2021 |
| Change Order (Days): | 10 |

Construction Status: Project is complete. Final walk through to follow.

# TX DOT Update on I-2/ I-69C Interchange Project

DRAGADOS-PULICE

JOINT VENTURE

I-2 / I-69C Interchange Project

## PROJECT STATUS UPDATE FOR THE CITIES

### We've been busy!

Construction activities can be seen taking place in all segments of the project corridor. Crews have been diligently working on the I-2 main lane median in McAllen and Pharr for demo work, drilling, and drainage activities.


In the last month the project opened-up a temporary exit ramp in McAllen and a temporary entrance ramp in Pharr to help with traffic flow, while simultaneously implementing the long-term ramp closures for Sioux Road and Jackson Road.

Most recently, crews began pouring concrete for the riprap at Sioux Road and continue to push forward with substructures for the direct connectors at the interchange and the braided ramps in San Juan.

### What's coming next?

The week of August 16th, the I-2 / I-69C Interchange Project is expecting the arrival of 45 large concrete girders. Crews will spend the week setting the girders along the I-69C southbound frontage road between Ferguson Avenue and I-2. These concrete girders will connect the newly constructed caps on the frontage road. Crews will also be working on the formwork for the straddle cap over the I-2 westbound frontage road, just west of Cage Boulevard. Various nightly closures will be required in the area for these construction activities.

Activities for roadway widenings will be taking place on northbound and southbound Sioux Road, on the I-2 main lane median between Jackson Avenue and McColl Road, and on eastbound I-2 between Raul Longoria Road and Veterans Boulevard.

Drainage activities will continue on I-2 throughout the project corridor. The nightly Veterans Boulevard underpass closure at I-2 will be ongoing for the next couple of weeks to complete necessary drainage operations. The project will also continue working on the MSE retaining walls and substructures on I-2 in the Pharr and San Juan area.

To minimize the impact to the travelling public, necessary lane closures will continue to be implemented nightly, when possible. Additional details will be distributed when advisories are released.

Please keep in mind, construction activities are subject to change due to inclement weather or other unforeseen events that may occur.

August 16, 2021

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 8.A. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Consideration of Economic Development Matters. (Section 551.087, T.G.C.)

2. Party Making Request: Isaac Tawil

3. Nature of Request: Consideration of Economic Development Matters. (Section 551.087, T.G.C.)

4. Routing:
   Leilani Estrada Colima — Created -

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 8.B. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

1. Agenda Item: Discussion and possible lease, sale or purchase of real property; Tract 1, Tract 2 and Tract 3. (Section 551.072, T.G.C.)

2. Party Making Request: Isaac Tawil

3. Nature of Request: Discussion and possible lease, sale or purchase of real property; Tract 1. (Section 551.072, T.G.C.)

4. Routing:
   Leilani Estrada Colima Created -

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

CITY OF McALLEN

**ITEM SUMMARY**

| | | |
|---|---|---|
| BOARD: City Commission | AGENDA ITEM | 8.C. |
| | DATE SUBMITTED | |
| | MEETING DATE | 9/27/2021 |

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

2. Party Making Request: Isaac Tawil

3. Nature of Request: Consultation with City Attorney regarding litigation matters. (Section 551.071, T.G.C.)

4. Routing:
   Leilani Estrada Colima Created -

5. Staff Recommendation:

6. Advisory Board:

7. City Attorney:

8. Manager's Recommendation:

**ITEM SUMMARY**

| | | | |
|---|---|---|---|
| BOARD: City Commission | | AGENDA ITEM | 8.D. |
| | | DATE SUBMITTED | |
| | | MEETING DATE | 9/27/2021 |

1. Agenda Item: Evaluation of the City Manager. (Section 551.074, T.G.C.)

2. Party Making Request: Isaac Tawil

3. Applicant:

4. Nature of Request: Evaluation of the City Manager. (Section 551.074, T.G.C.)

5. Fiscal Impact Summary:

6. Budgeted:

| | | | |
|---|---|---|---|
| Bid Amount: | ____________ | Budgeted Amount: | ____________ |
| Under Budget: | ____________ | Over Budget: | ____________ |
| | | Amount Remaining: | ____________ |

7. Routing:
   Leilani Estrada Colima — Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation: