



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, JANUARY 10, 2022 – 4:00 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 January 10, 2022 Regular Meeting Agenda, to be discussed at such meeting.
- 2.** Discussion of Splash Pad locations and design concepts.
- 3.** Review of Site Amenities at Roosevelt City School Park.
- 4. 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)** Consultation with City Attorney regarding pending litigation - Civil Action No. 7:21-CV-00493; Falcon Rivera Jr. v Daniel Cruz and City of McAllen. (Section 551.071, 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 January 7, 2022 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



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.

DATE SUBMITTED

MEETING DATE

1/10/2022

1. Agenda Item: Present questions to staff relating to the January 10, 2022 Regular Meeting Agenda, to be discussed at such meeting.
2. Party Making Request:
3. Nature of Request:
4. Routing:
Yesenia Rodriguez
5. Staff Recommendation:
6. Advisory Board:
7. City Attorney:
8. Manager's Recommendation:

Created -

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.

DATE SUBMITTED

01/04/2022

MEETING DATE

1/10/2022

1. Agenda Item: Discussion of Splash Pad locations and design concepts.
2. Party Making Request:
3. Nature of Request: The Parks and Recreation Department solicited design concepts for splash pads from Waterplay Solutions Corporation and TF Harper. Possible locations for splash pads identified are Curtis Park in District 6 and Morris Park (North) in District 1.
4. Routing:

Cristina Monroy	Created/Initiated - 1/4/2022
Denny Meline	Approved - 1/4/2022
Isaac Tawil	New - 1/1/1900
5. Staff Recommendation: The Parks and Recreation Department recommends proceeding with request for a formal BuyBoard bid for a splash pad as well as initiate surveys to determine site locations.
6. Advisory Board:
7. City Attorney:
8. Manager's Recommendation:



PARKS & RECREATION DEPARTMENT

MEMORANDUM

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

From: Denny Meline, Parks & Recreation Director

Subject: Splash Pad Options

Date: January 4, 2022

COMMENT

GOAL:

To consider the installation of splash pads at various parks.

DISCUSSION:

The Parks and Recreation Department solicited design concepts for splash pads from Waterplay Solutions Corporation and TF Harper. Possible locations for splash pads include Curtis Park in District 6 and Morris Park (North) in District 1.

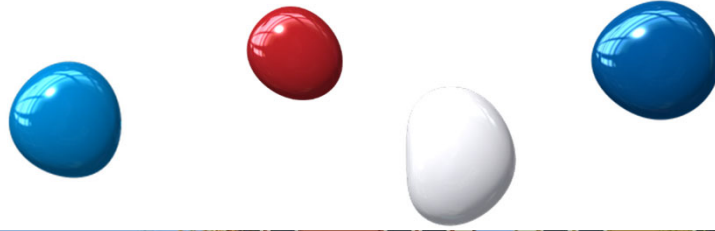
Concepts include themed options to cover a space of approximately 20' x 30'. Elements included are ground sprayers, a water bucket, and stand-alone sprayers.

As per discussion with vendor, TF Harper, the cost estimate for each concept with installation is \$175,000.

RECOMMENDATION:

The Parks and Recreation Department recommends proceeding with request for a formal BuyBoard bid for a splash pad and initiate surveys to determine site locations for splash pad installations.

Vision



CONCEPT N°1



Vision

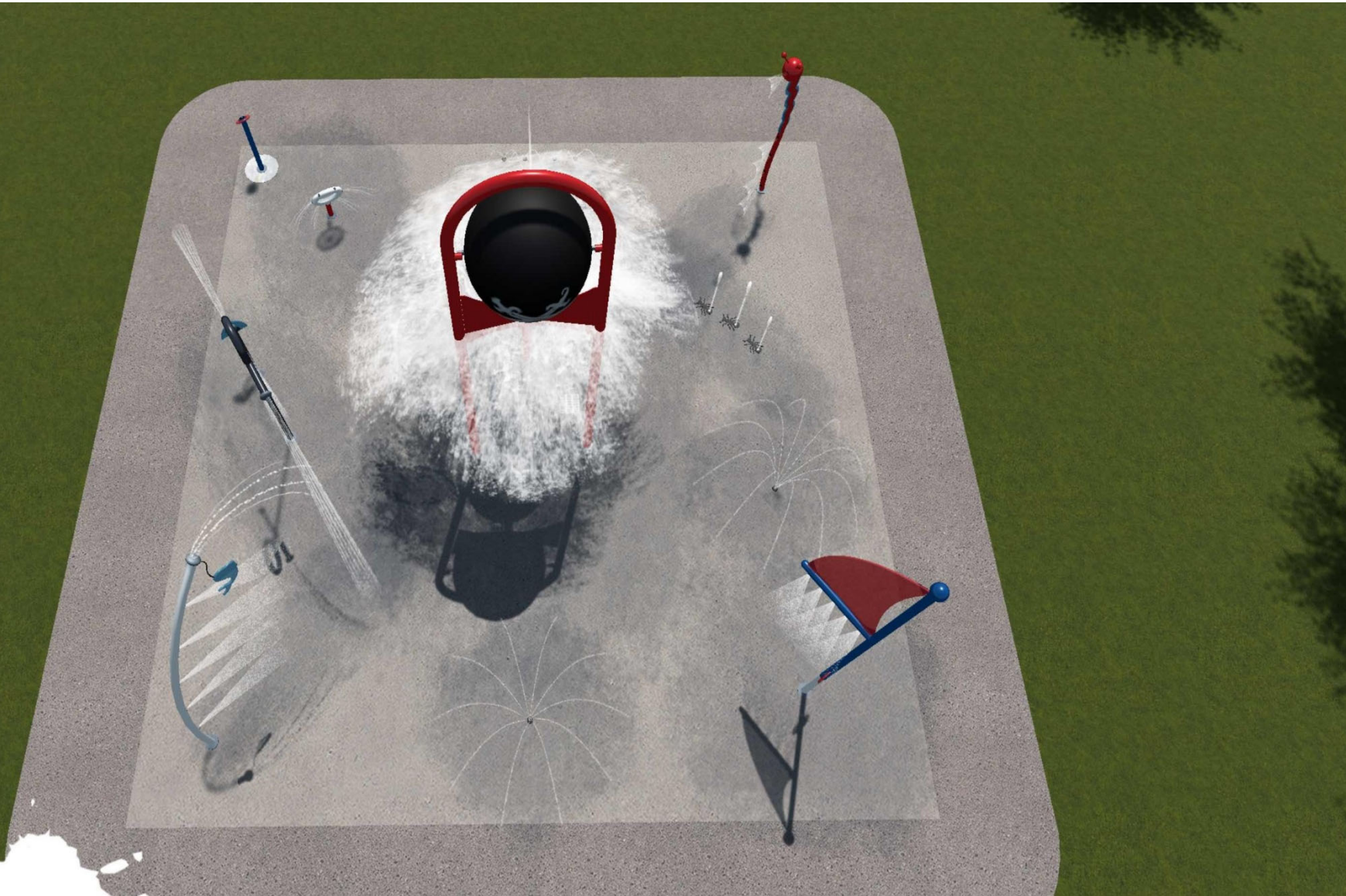


CITY OF MCALLEN SPLASH PAD – MCALLEN, TX

t.f. harper
& associates LP

waterplay®

Vision



CONCEPT N° 2



Vision



Vision

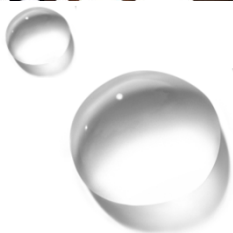


CITY OF MCALLEN SPLASH PAD – MCALLEN, TX

t.f. harper
& associates LP

waterplay®

Vision



CITY OF MCALLEN SPLASH PAD – MCALLEN, TX

t.f. harper
& associates LP

waterplay®



CONCEPT N° 3

Vision



City of McAllen - Activity Tower Option 1

Vision



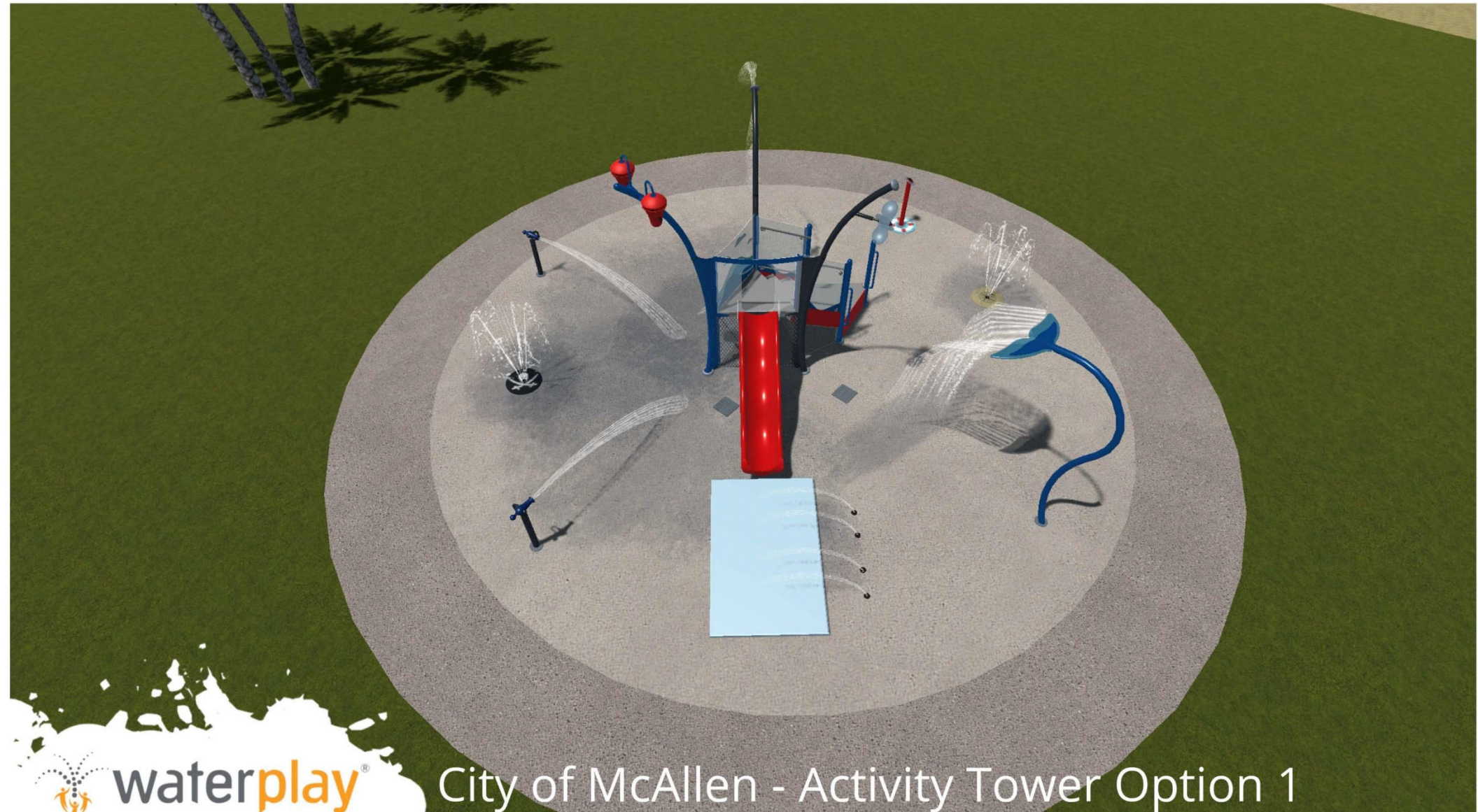
City of McAllen - Activity Tower Option 1



CITY OF MCALLEN SPLASH PAD - MCALLEN, TX



Vision



City of McAllen - Activity Tower Option 1



CITY OF MCALLEN SPLASH PAD – MCALLEN, TX



COLOR OPTIONS



VANILLA BEIGE YELLOW MELON ORANGE RED MAROON PLUM PURPLE ROYAL BLUE BLUE



TURQUOISE OCEAN SAGE FERN FOREST GREY BROWN GRAPHITE WHITE BLACK

AQUALUME™



CLEAR YELLOW GREEN ORANGE LIGHT BLUE BLUE RED

DUMPING BUCKETS



YELLOW GREEN RED ORANGE BLUE

Designed to ensure the elements, our super durable, lead-free powder coating is built to withstand extreme climate temperatures, moisture and UV exposure.



PLAYFUL



NATURE



NAUTICAL



URBAN





warranty

Waterplay is proud to offer an industry-leading warranty that supports your project through its lifecycle.

- 25 years** | Stainless steel
- 10 years** | Aluminum
- 5 years** | Fiberglass and plastics
- 2 years** | Hardware

standards + sustainability

As an organization and manufacturer we're committed to making a difference both in-house and through the products we ship worldwide.

ISO | 9001 certified (quality management)

ASTM F2461 | standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment (created in collaboration with Waterplay®)

ASTM F1487 | standard for consumer safety performance specification for playground equipment for public use

ASTM F2376 | standard practice for classification, design, manufacturing, construction and operation of water slide systems

CAN/CSA Z614 | standard for public-use play spaces and play equipment intended for use by children aged 18 months to 12 years

We actively reduce waste by sourcing recyclable materials with consideration to the amount that will be left unused. Our non-toxic materials and coatings ensure safety for waterplayers and the environment. We are committed to designing products with low flow rates and encouraging play spaces that optimize water use through activation, sequencing and water management best practices.

ISO | 14001 (environmental management)

Curtis Park

Legend



Palmer Pavilion and Charles E. Curtis Park

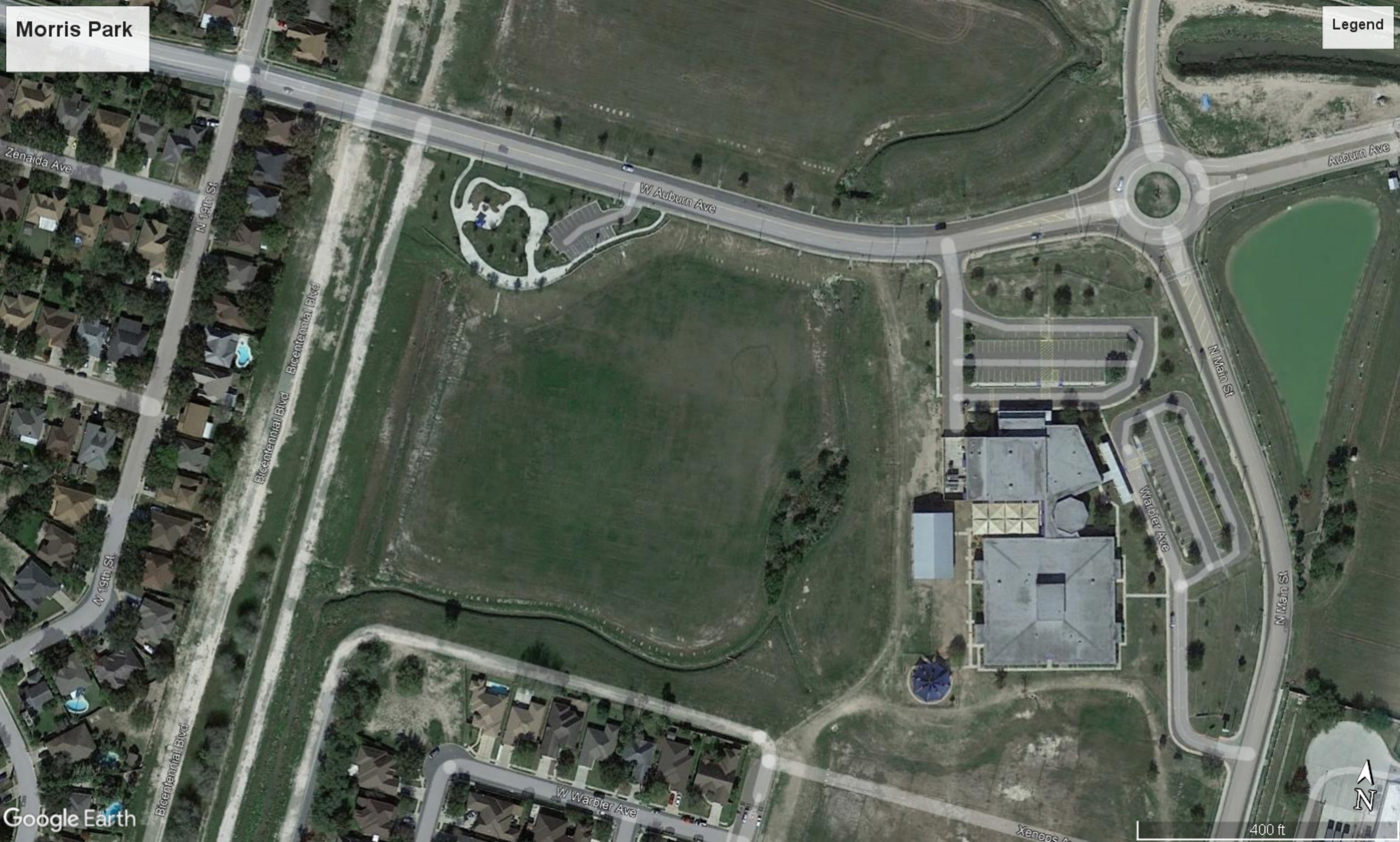
2061



300 ft

Morris Park

Legend





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.

DATE SUBMITTED

01/04/2022

MEETING DATE

1/10/2022

1. Agenda Item: Review of Site Amenities at Roosevelt City School Park.
2. Party Making Request:
3. Nature of Request: Roosevelt City School Park located in District 4 is a part of a Memo of Understanding with McAllen I.S.D. outlining site maintenance and improvements.
4. Routing:

Cristina Monroy	Created/Initiated - 1/4/2022
Denny Meline	Approved - 1/4/2022
Isaac Tawil	New - 1/1/1900
5. Staff Recommendation: The Parks and Recreation Department recommends discussion with City Commission in regard to Roosevelt City School Park improvements.
6. Advisory Board:
7. City Attorney:
8. Manager's Recommendation:



PARKS & RECREATION DEPARTMENT

MEMORANDUM

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

From: Denny Meline, Parks & Recreation Director 

Subject: Roosevelt City School Park

Date: January 4, 2022

COMMENT:

GOAL:

To review site amenities at Roosevelt City School Park for possible improvements.

DISCUSSION:

Roosevelt City School Park located in District 4 was entered in a memo of understanding with McAllen I.S.D. in 2003 for the installation and maintenance of area lights, playground, walking/jogging trail, landscape maintenance including mowing, grass, litter and trash pickup, and landscape bed maintenance. The school district provides access to the public for use during non-school hours.

In 2017 CDBG provided funding for playground part replacements.

RECOMMENDATION:

The Parks and Recreation Department recommends discussion with City Commission in regard to Roosevelt City School Park.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF McALLEN
AND THE McALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, the McAllen Independent School District (hereinafter referred to as "District") currently owns school campuses as enumerated below, located on tracts of land situated in the City of McAllen, Hidalgo County, Texas, more fully described on Exhibit "A", attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, District desires, for purposes of providing playground and related activity improvements to serve the school facility, to utilize said campuses, with the City, and City agrees to construct certain improvements thereon, and make them available to District during normal school hours and to the citizens of the City at all other times as may be agreed to; and

WHEREAS, the City of McAllen (hereinafter referred to as "City") desires to make certain improvements for use by the citizens of the City and students of the District, within the school campus areas, and the City and the District have determined it is in the best interest of the parties for improvements to be made on Parcels herein below described, and

WHEREAS, the City desires to install and maintain area lights at Zavala and Roosevelt Elementary School playgrounds and walking/jogging trails for the public's benefit, including paying for energy consumption.

WHEREAS, the City agrees to perform landscape maintenance at Bonham, Roosevelt and Seguin Elementary School City/School park areas. Such maintenance will include mowing of the grass, litter and trash pickup and landscape bed maintenance.

WHEREAS, City and District enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, City and District hereby agree as follows:

1. District and City agree that this Agreement contains the entire agreement of the parties.
2. The District and City agree that the terms and conditions of each such paragraph of this agreement may be amended in writing to better provide, maintain, utilize or benefit the parties hereto and the constituents hereof.
3. This agreement applies to the following projects as enumerated and at the campus locations as designated:
 - a. Install area lights at Zavala and Roosevelt Elementary School playgrounds and walking/jogging trails. The work will involve AEP/CPL, in coordination with the City's Parks and Recreation Department installing area lights on the playground of each elementary school. City will maintain the lights as well as pay all electricity costs. Locations exhibited on Exhibit "A", "A-1" through "A-2", attached herewith.

b. Perform landscape maintenance at Bonham, Roosevelt and Seguin Elementary School City/School park areas. Maintenance will include mowing of the grass, litter and trash pickup and landscape bed maintenance. Locations exhibited on Exhibit "A", "B-1" through "B-3", attached herewith.

4. District shall provide access to the public for use of aforesaid facilities, during non-school hours. The City and the District may mutually agree upon curfews for the use of the Parcels but in no case will the Parcels be opened to the general public for any period of time later than the general curfews established by the City of McAllen for other park facilities. District police force shall have authority to enforce District's security policies and mutually agreed curfews.

6. Any signatory party to this Agreement, who because of the other party's breach thereof, may be required to institute any legal proceedings in relationship to this Agreement, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the plaintiff, the party who received in substantial form or amount the relief sought party as set out in the final petition before the court; and as to any defendant, it shall be considered a prevailing party where the plaintiff did not substantially recover the relief sought.

6. Time of performance for this Agreement shall be for a period corresponding to the useful life of the equipment furnished hereunder.

7. This Agreement may be canceled by either party, without fault, by giving the other party written notice of said termination, 60 days prior to said termination date. All notices provided to be given under this Agreement, shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

DISTRICT:

McAllen Independent School District
Attn: Superintendent
2000 North 23rd Street
McAllen, Texas 78501

CITY:

City of McAllen
Attn: City Manager.
P.O. Box 220
McAllen, Texas 78505

8. District agrees that should it discontinue the use of any of the sites included herein, then District shall return all equipment to City. In such event, City is hereby appointed as agent for the purpose of collection of such equipment as may be required by local government code, state or federal statute or regulation.

9. City agrees to coordinate the scheduling of work on projects described in paragraphs through 3-a through 3-b, with District and provide District with a construction schedule for such projects.

10. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

13. In the event District or City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

14. Neither District nor City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, materials or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of District or City, and which by the exercise of due diligence District or City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, City and District have caused this Agreement to be executed by their authorized officers effective as of the 28th day of August, 2003.

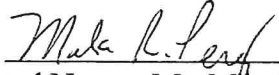
McALLEN INDEPENDENT SCHOOL DISTRICT

By: 

Printed Name: Alex Palacios

Title: Board President

CITY OF McALLEN, TEXAS

By: 

Printed Name: Mr. Mike R. Perez

Title: City Manager

Approved as to form:

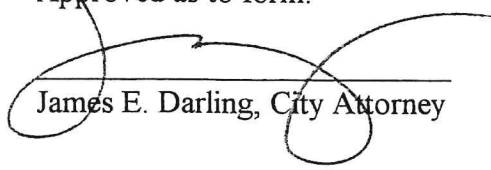

James E. Darling, City Attorney

EXHIBIT "A"

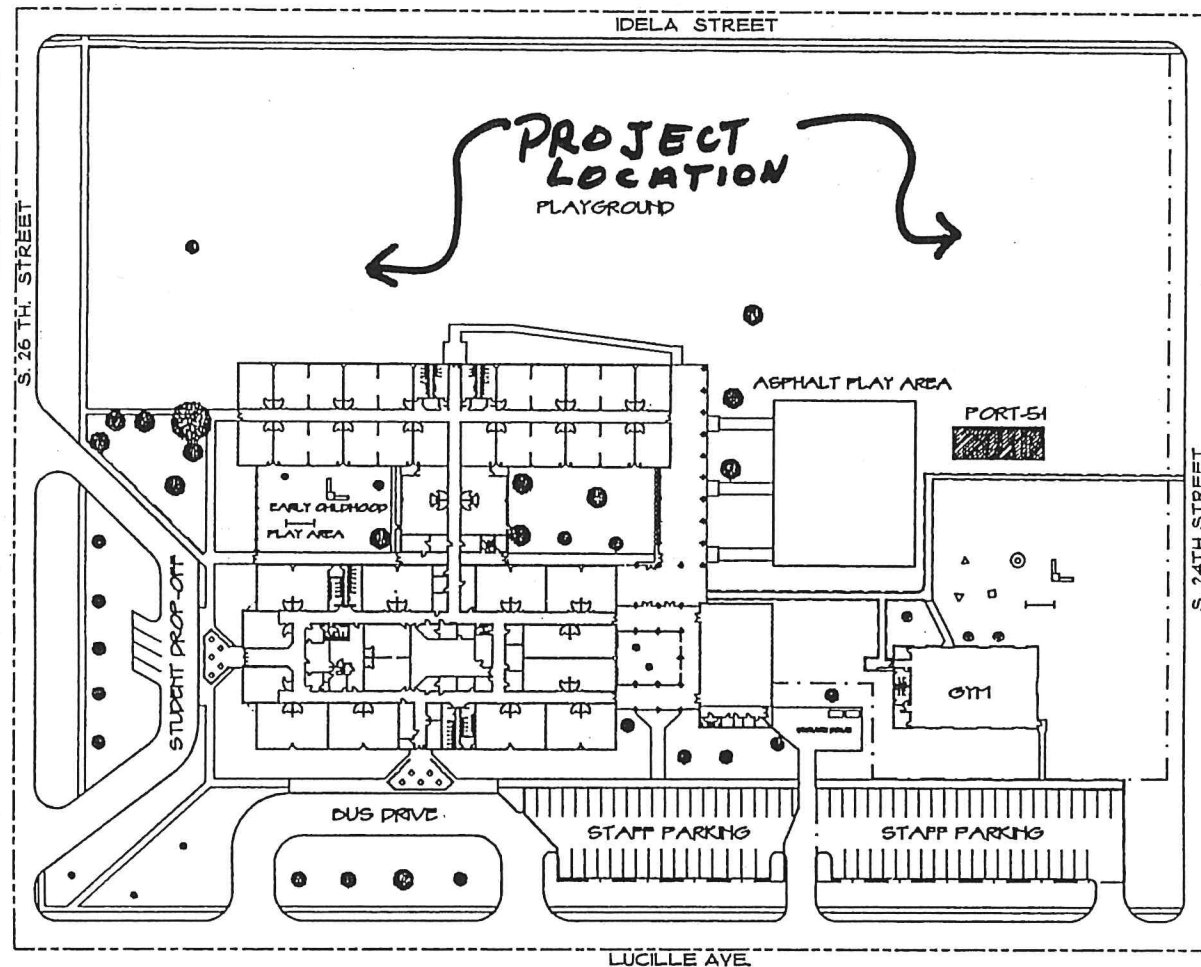
A.

- | | | | |
|----|-----------------------------|---------------------|----------------|
| 1. | Zavala Elementary School | 2500 Galveston | McAllen, Texas |
| 2. | Roosevelt Elementary School | 4801 South 26th St. | McAllen, Texas |

B.

- | | | | |
|----|-----------------------------|---------------------------------|----------------|
| 1. | Bonham Elementary School | 2400 Jordan Rd. | McAllen, Texas |
| 2. | Roosevelt Elementary School | 4801 South 26th St. | McAllen, Texas |
| 3. | Seguin Elementary School | 2200 North 29 th St. | McAllen, Texas |

ROOSEVELT ELEMENTARY SCHOOL (1980, 1985)



EXISTING SITE PLAN
EXISTING FLOOR PLAN

EXISTING
PORTABLE BUILDINGS

PORTABLE NO. 51
(NOT USED FOR CLASSROOM)

LEGEND

EXISTING
PORTABLE BUILDING

ATTACHMENT D-1



ROOSEVELT ELEMENTARY SCHOOL
4601 SOUTH 26 TH.
MCALLEN, TEXAS
EXISTING SITE PLAN
EXISTING FLOOR PLAN

P-1

Roosevelt Elementary School

Legend

 Roosevelt Elementary School





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.A.

DATE SUBMITTED

MEETING DATE

1/10/2022

1. Agenda Item: Consideration of Economic Development Matters. (Section 551.087, T.G.C.)
2. Party Making Request: Isaac Tawil
3. Applicant:
4. Nature of Request: Consideration of Economic Development Matters. (Section 551.087, 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: None. RR



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.B.

DATE SUBMITTED

MEETING DATE

1/10/2022

1. Agenda Item: Consultation with City Attorney regarding pending litigation - Civil Action No. 7:21-CV-00493; Falcon Rivera Jr. v Daniel Cruz and City of McAllen. (Section 551.071, T.G.C.)
2. Party Making Request: Isaac Tawil
3. Nature of Request: Consultation with City Attorney regarding pending litigation - Civil Action No. 7:21-CV-00493; Falcon Rivera Jr. v Daniel Cruz and City of McAllen. (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: