



Mayor Javier Villalobos
Commissioner Tony Aguirre Jr.
Commissioner Joaquin J. Zamora
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, JULY 12, 2021 – 4:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501**

<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 July 12, 2021 Regular Meeting Agenda, to be discussed at such meeting.**
- 2. Discussion on Reimbursement Agreements.**
- 3. Discussion to consider Bicycle and Pedestrian Counter Program and Interlocal Agreement with Lower Rio Grande Valley Development Council.**
- 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) Discussion and Possible Lease, Sale or Purchase of Real Property; Tract 1 and Tract 2. (Section 551.072, T.G.C.)**

- B)** Discussion with City Attorney regarding Legal Aspects of Collective Bargaining Agreement with McAllen Professional Law Enforcement Association. (Section 551.071, T.G.C.)
- C)** Consideration of Economic Development Matters. (Section 551.087, T.G.C.)
- D)** Consultation with City Attorney regarding Legal Issues related to Convention Center Holiday Programming. (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.

CERTIFICATION

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 July 9, 2021 at 2:00 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

7/12/2021

1. Agenda Item: Present questions to staff relating to the July 12, 2021 Regular Meeting Agenda, to be discussed at such meeting.
2. Party Making Request:
3. Nature of Request:
4. Routing:
Cindy Gonzalez
5. Staff Recommendation:
6. Advisory Board:
7. City Attorney:
8. Manager's Recommendation:

Created - 7/7/2021



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.

DATE SUBMITTED

06/18/2021

MEETING DATE

7/12/2021

1. Agenda Item: Discussion on Reimbursement Agreements.

2. Party Making Request: Yvette Barrera

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount:

Under Budget:

Budgeted Amount:

Over Budget:

Amount Remaining:

7. Routing:

Bilkis Olazaran Martinez

Yvette Barrera

Michelle Rivera

Isaac Tawil

Created/Initiated - 6/18/2021

Approved - 7/6/2021

Approved - 7/6/2021

New - 1/1/1900

8. Staff Recommendation: Staff recommends approval of reimbursements certificates for public improvements completed by the City.

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation:



**CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM**

To: Roel "Roy" Rodriguez, P.E., City Manager
From: Yvette Barrera, P.E., City Engineer
Date: July 12th, 2021
Subject: **DISCUSSION ON REIMBURSEMENTS FOR PUBLIC IMPROVEMENTS COMPLETED BY THE CITY**

Goal

Discussion on the assessment of reimbursements for public improvements completed by the City.

Explanation

The City of McAllen has, or is in the process of, completing several public improvement projects that include paving, drainage, and sidewalks for which reimbursement certificates may be executed. The execution of such certificate would allow the City to assess developers fronting these roadways for their pro-rata share of the cost of improvements.

Projects for which a reimbursement certificate is considered for include:

- 29th Street – Oxford Avenue to SH107 (BOND)
- Kennedy Avenue – Ware Road to Bentsen Road (CIP)
- Bicentennial Boulevard – Trenton Road to SH107 (BOND)
- Daffodil Avenue – Ware Road to Taylor Road (CIP)
- Dove Avenue – Bicentennial Boulevard to 23rd Street (CIP)
- Dove Avenue – 41st Street to Bentsen Road (BOND)

Reimbursement certificates for the projects noted above may be issued after project is complete. Certificate will not include an expiration date and the assessment for each developer would be based on the final cost of public improvements.

Recommendation

Staff recommends approval of reimbursements certificates for public improvements completed by the City.



Reimbursement Certificates

Engineering Dept.

July 2021

Reimbursement Certificates

Construct Project

Finalize Costs

Execute Reimbursement
Certificate

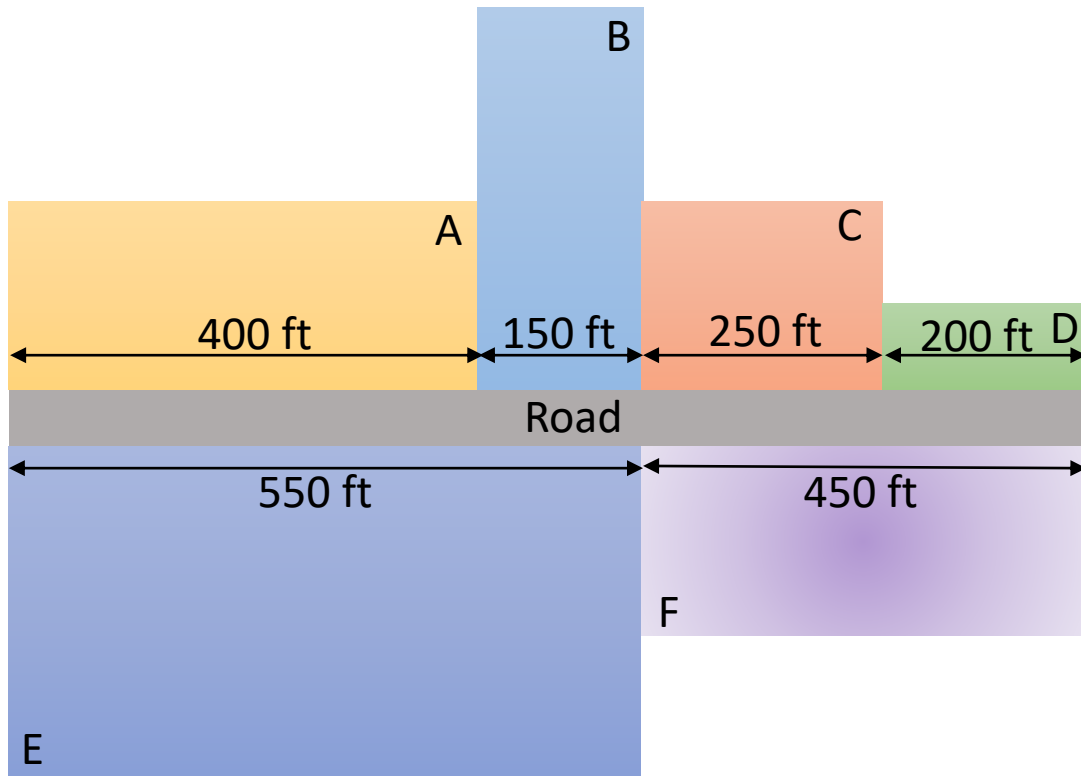
Assess Developers

Reimbursement Certificates

Reimbursements may assess:

- Engineering Design
- Surveying
- ROW Acquisition
- Materials Testing Fees
- **Construction Costs**
 - Paving (including traffic-related items and sidewalks)
 - Drainage

Paving (Assessed by Linear Foot)



Paving Costs: \$1,000,000 Roadway Length: 1,000 ft

Assessment = $(\$1,000,000 / 2000\text{ft}) = \$500/\text{ft}$

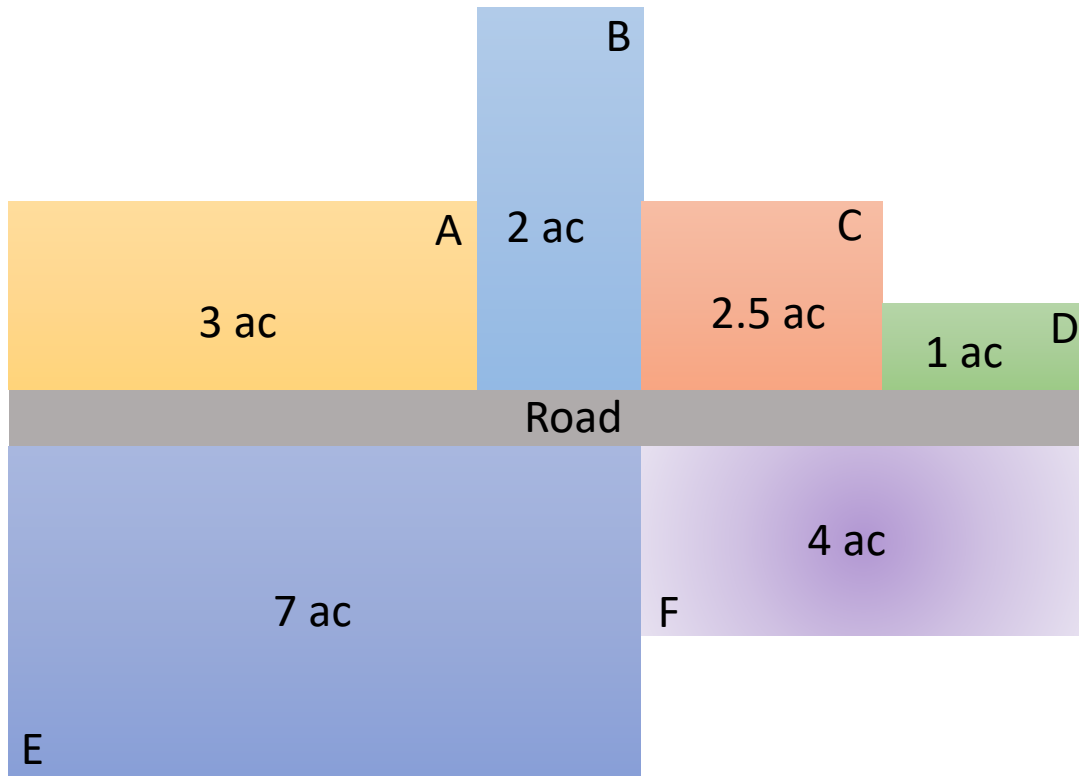
Reimbursement Due – Parcel E: \$275,000

Cost = $(\$500/\text{ft}) * 550 \text{ ft} = \$275,000$

Reimbursement Due – Parcel D: \$100,000

Cost = $(\$500/\text{ft}) * 200 \text{ ft} = \$100,000$

Drainage (Assessed by Acreage)



Drainage Costs: \$500,000 Total Service Area: 20 ac

Assessment = \$500,000/20 ac = \$25,000/ac

Reimbursement Due – Parcel E: \$175,000

Cost = \$25,000/ac * (7 ac) = \$175,000

Reimbursement Due – Parcel D: \$25,000

Cost = \$25,000/ac * (1 ac) = \$25,000

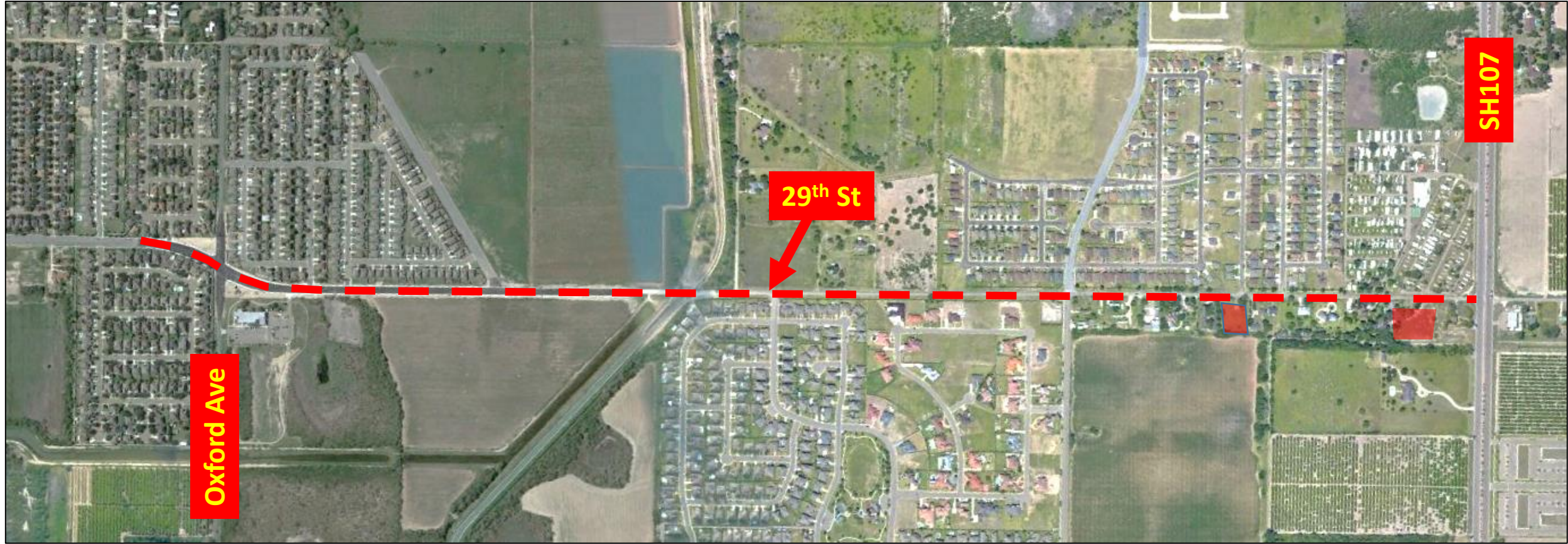
Bicentennial Boulevard (Trenton to SH107)



Kennedy Avenue (Ware to Bentsen)



29th Street (Oxford to SH107)



Daffodil Avenue (Ware to Taylor)



Dove Avenue (Bicentennial to 23rd)



Dove Avenue (41st to Bentsen)



Sample Reimbursement Certificate

Final reimbursement package includes:

- Reimbursement Certificate
- Exhibit of project limits
- Final cost estimate with breakdown of items being assessed

REIMBURSEMENT CERTIFICATE NO. 2007-001

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS CERTIFICATE, issued by the City of McAllen ("City"), as authorized by its Board of Commissioners, hereinafter called the City to, City of McAllen hereinafter called the DEVELOPER.

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

Bentsen Road Widening (Expressway 83 to Pecan (FM 495)) and has extended Drainage, Pavement, Sidewalk, Water, and Sewer, as shown on the plan(s) designed by Perez Consulting Engineers, December 2005, and has constructed Improvements, as approved by the City on August 2007.

2. The Developer's Cost, the Pro Rata Share to be reimbursed to the Developer by the Intervening Developers, in accordance with the presently existing City's Reimbursement Policy.

3. Developer shall deposit with City or make necessary arrangements for the payment to City for the Improvements, is shown on Exhibit "A" attached hereto. In lieu of the actual payment to the City, a Developer may provide adequate documentation to the City Engineer that the Improvements installed in the property herein described are of the value indicated above.

4. This certificate hereby entitles the Developer to the Pro Rata Share from Intervening Developers and when so collected by the City, in accordance with the City's Reimbursement Policy.

5. The installation of the above-described Improvements has been approved by the City and the City has approved its installation.

ISSUED in duplicate originals this 9th day of October, 2007.



ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM

Kevin Pagan, City Attorney

PROJECT NAME: BENTSEN ROAD WIDENING - EXPRESSWAY 83 (FRONTAGE) TO PECAN BLVD (SH 495)
ENGINEER: PEREZ CONSULTING ENGINEERS
DATE OF PLANS: December 2005
DATE OF ACCEPTANCE: October 2007
FILE: 21053

LENGTH (FT) ALONG BENTSEN: 10200
ACREAGE OF BENTSEN (AC): 399.76
ACREAGE OF BUS 83 (AC): 2.14
LENGTH (FT) ALONG BUS 83: 1500

	BENTSEN ROAD	BUSINESS 83	BENTSEN PROJECT	BENTSEN ROAD	BUSINESS 83	BENTSEN ROAD TOTAL
	TOTAL	TOTAL	TOTAL	PRICE/LF	PRICE/LF	PRICE/LF
PAVEMENT	\$ 2,791,539.00	\$ 353,755.00	\$ 3,145,294.00	\$ 273.68	\$ 235.84	\$ 509.52
DRAINAGE*	\$ 1,703,247.00	\$ 17,058.00	\$ 1,720,305.00	\$ 4,260.67	\$ 7,971.03	\$ 12,231.70
SIDEWALK	\$ 309,659.00	\$ 3,480.00	\$ 313,139.00	\$ 30.36	\$ 2.32	\$ 32.68
WATER	\$ 431,564.00	-	\$ 431,564.00	\$ 42.31	-	\$ 42.31
SEWER	\$ 116,088.00	-	\$ 116,088.00	\$ 11.38	-	\$ 11.38
TRAFFIC	\$ 73,600.00	-	\$ 73,600.00	\$ 7.22	-	\$ 7.22
UTILITY (MISC.)	\$ 950.00	-	\$ 950.00	\$ 0.09	-	\$ 0.09
INVOICED AMOUNT	\$ 5,426,647.00	\$ 374,293.00	\$ 5,800,940.00			

CHANGE ORDER NO. 5 AND FINAL RECONCILIATION

*PRICE PER TOTAL ACREAGE = \$/AC

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.

DATE SUBMITTED

07/06/2021

MEETING DATE

7/12/2021

1. Agenda Item: Discussion to consider Bicycle and Pedestrian Counter Program and Interlocal Agreement with Lower Rio Grande Valley Development Council.
2. Party Making Request: Denny Meline
3. Nature of Request: The Lower Rio Grande Valley Development Council was awarded a grant through the Valley Baptist Legacy Foundation to obtain bicycle pedestrian counters and software with the purpose of collecting and monitoring bicycle and pedestrian data. The City will provide support for the program by assisting with site selection, accessibility, and preparation for counter installation as well as maintenance of landscaping.
4. Routing:

Cristina Monroy	Created/Initiated - 7/6/2021
Denny Meline	Approved - 7/6/2021
Angie Rodriguez	Approved - 7/6/2021
Sergio Villasana	Approved - 7/6/2021
Gerardo Noriega	Approved - 7/6/2021
Isaac Tawil	New - 1/1/1900
5. Staff Recommendation: The Parks & Recreation Department recommends proceeding with the proposed Interlocal Agreement for the implementation of the RGV Bicycle Pedestrian Counter Data Program.
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, Interim Parks & Recreation Director 

Subject: Consideration of Interlocal Agreement With Lower Rio Grande Valley Development Council For Implementation of RGV Bicycle Pedestrian Counter Data Program

Date: July 6, 2021

COMMENT

GOAL:

To consider and approve the proposed Interlocal Agreement by and between the Lower Rio Grande Valley Development Council (LRGVDC), Rio Grande Valley Metropolitan Planning Organization (RGVMPO), and the City of McAllen for the implementation of the RGV Bicycle Pedestrian Counter Data Program.

DISCUSSION:

The LRGVDC was awarded a grant through the Valley Baptist Legacy Foundation to obtain bicycle pedestrian counters and software with the purpose of collecting and monitoring bicycle and pedestrian data.

The LRGVDC and RGVMPO will develop and implement the project and the City will provide support for the program by assisting with site selection, accessibility, preparation for counter installation, and maintain landscaping surrounding bicycle pedestrian counters.

RECOMMENDATION:

The Parks and Recreation Department recommends proceeding with the proposed Interlocal Agreement for the implementation of the RGV Bicycle Pedestrian Counter Data Program.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MCALLEN, TEXAS, THE
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, AND THE RIO
GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION
REGARDING IMPLEMENTATION OF THE RGV BICYCLE PEDESTRIAN
COUNTER DATA PROGRAM**

This Interlocal Agreement (the “Agreement”) is entered into by and between the Lower Rio Grande Valley Development Council (“LRGVDC”), Rio Grande Valley Metropolitan Planning Organization (“RGVMPO”), a regional council of government and political subdivision of the State and the City of McAllen, (“City”), a home rule municipality, regarding the implementation of a regional RGV Bicycle Pedestrian Counter Data program under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City, the RGVMPO, and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, bicycle and pedestrian infrastructure ensures the continued quality of life which includes multimodal transportation options, reduces air pollution, contributes to a healthy and active lifestyle, and promotes livable and safe communities; and,

WHEREAS, the Valley Baptist Legacy Foundation is committed to investing in programs in organizations to improve the quality of life and health of the Rio Grande Valley; and,

WHEREAS, the LRGVDC was awarded a grant through the Valley Baptist Legacy Foundation to obtain bicycle pedestrian counters and software with the purpose of collecting and monitoring bicycle and pedestrian empirical data to help understand and improve trail and sidewalk networks; and,

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) works with communities in the Rio Grande Valley to plan, develop, and improve the region’s transportation; and,

WHEREAS, the Parties desire to jointly pursue a regional bicycle pedestrian counter project, whereby the LRGVDC and the RGVMPO will develop and implement the project, and City will provide support for the program; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

1.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Serve as the administrator of the RGV Bicycle Pedestrian Counter Data Program including planning, development, and implementation of a regional program;
- B. Coordinate the purchase, shipment, and installation of permanent counters;
- C. Provide the necessary insurance and soft costs associated with the project;
- D. Consult with Eco-Counter LLC for system and account errors, and other events;
- E. Enter into and manage contracts for the counters and related software/equipment;
- F. Encourage and promote the RGV Bicycle Pedestrian Counter Data Program;
- G. Ensure count data for the region is submitted to the statewide database through the Texas Department of Transportation by the RGVMPO;
- H. Work directly with RGV Bicycle Pedestrian Counter Data Program partners such as the Rails to Trails Conservancy, and monitor, manage, and report all criteria in accord with the requirements of the Valley Baptist Legacy Foundation;
- I. Evaluate the success of this project utilizing the performance measures:
 - 1. Total users;
 - 2. Deployment efficiency;
 - 3. Coordination with TxDOT;
 - 4. Satisfaction from partners; and
 - 5. Meeting goals as identified in the grant application to Valley Baptist Legacy Foundation.

2.2 RGVMPO will:

- A. Serve as the project manager for the RGV Bicycle Pedestrian Counter Data Program;
- B. Assist partners with the determination of Bicycle Pedestrian counter deployment sites;

- C. Engage and assist the City as a partner with the Bicycle Pedestrian counter site preparation;
- D. Coordinate with the City and LRGVDC for Bicycle Pedestrian counter deployment;
- E. Assist the LRGVDC Business Operations Department with an inventory of equipment;
- F. Publish collected and reviewed data to the publicly available UMAP data site, and other means;
- G. Publish and promote the public data at RGVMPO events;
- H. Prepare and conduct a review of collected data and submit reports to TxDOT on a regular and consistent basis; and
- I. Support partners with the accessibility of bicycle pedestrian counter data for the benefit of commerce, health, transportation, economic and community development, and investment research.

2.3 City will:

- A. Assist with site selection, accessibility, and preparation for bicycle pedestrian counter installation;
- B. Determine a City staff member who will act as the Point of Contact on behalf of the City in collaborating with the LRGVDC and RGVMPO;
- C. Provide support to the overall multimodal transportation programs within the LRGVDC which includes, but is not limited to the promotion of a regional bikeshare program for the Rio Grande Valley region (RGV BCycle), Valley Metro, and regional trail networks across Cameron and Hidalgo Counties;

****Another interlocal has been enacted for the BCycle program with Transit for mechanical maintenance of the stations and access to the data.**

- D. Participate in joint planning between the LRGVDC and RGVMPO for the purposes of:
 - a. Facilitating in discussions to ensure a seamless count monitoring process for pedestrians and bicyclists in the Rio Grande Valley;
 - b. Coordinate and communicate all plans for current and future hike and bike trail networks in the Rio Grande Valley;
 - c. Contribute to a reduction in vehicle trips and traffic;
 - d. Encourage new hike and bike trail users;
 - e. Participate in events and activities which support the health, safety, and education to the public for the importance of pedestrian and bicycle initiatives;
 - f. Emphasize the importance of active living and healthy lifestyles; and

- g. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers such as hike and bike trails.
- E. Provide routine landscaping for the area surrounding the bicycle pedestrian counters ensuring the visibility of the counters is maintained and area is kept free from trash and debris;
- F. Allow the use of City rights-of-way, bike lanes, sidewalks, trails, and other roadway areas designated for bicycle and pedestrian use for the purposes of collecting pedestrian and bicycle user data; and
- G. In the event a relocation of bicycle pedestrian counter is requested, approval must be obtained through the LRGVDC and RGVMPD to ensure all logistical requirements are met.

III. Binding Effect; Benefiting Parties

3.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

3.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

IV. Governmental Functions; Liability; No Waiver of Immunity or Defenses

4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the City shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

4.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

V. Notices

5.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

CITY: Roy Rodriguez, City Manager
City of McAllen
1300 Houston Avenue
McAllen, TX 78501

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VI. Severability

6.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the City and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, venue shall be in Hidalgo County, Texas.

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

X. Current Revenues

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XI. General Terms

11.1 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 **Effective Date.** The Effective Date of this Agreement shall be the date last executed by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____
Executive Director

Date: _____

APPROVED AS TO FORM

Legal Counsel

City of McAllen

By: _____
Mayor

Date: _____

ATTEST:

City Secretary, City of McAllen

APPROVED AS TO FORM

City Attorney, City of McAllen

EXHIBIT A

LRGVDC Point of Contact: Sarah Dierlam
956-543-8752
sdierlam@lrgvdc.org

301 W Railroad
Weslaco, TX 78596

City of McAllen Point of Contact: _____

DRAFT

EXHIBIT B

Number of Bicycle Pedestrian Counters:

Type:

Location: Bicentennial Hike and Bike Trail

EXHIBIT C

Map

DRAFT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.A.

DATE SUBMITTED

MEETING DATE

7/12/2021

1. Agenda Item: Discussion and Possible Lease, Sale or Purchase of Real Property; Tract 1 and Tract 2. (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 and Tract 2. (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:



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.B.

DATE SUBMITTED

MEETING DATE

7/12/2021

1. Agenda Item: Discussion with City Attorney regarding Legal Aspects of Collective Bargaining Agreement with McAllen Professional Law Enforcement Association. (Section 551.071, T.G.C.)
2. Party Making Request: Isaac Tawil
3. Nature of Request: Discussion with City Attorney regarding legal aspects of collective bargaining agreement with McAllen Professional Law Enforcement Association. (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

4.C.

DATE SUBMITTED

MEETING DATE

7/12/2021

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:



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.D.

DATE SUBMITTED

MEETING DATE

7/12/2021

1. Agenda Item: Consultation with City Attorney regarding Legal Issues related to Convention Center Holiday Programming. (Section 551.071, T.G.C.)
2. Party Making Request: Isaac Tawil
3. Nature of Request: Consultation with City Attorney regarding legal issues related to Convention Center Holiday Programming. (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: