

**CITY COMMISSION
AGENDA
REGULAR MEETING
DECEMBER 6, 2023
@ 5:30 PM
CITY HALL, TOWN HALL MEETING ROOM
2ND FLOOR, 118 E. TYLER AVENUE
HARLINGEN, TEXAS**

Notice is hereby given that the City Commission of the City of Harlingen, Texas will hold a Regular Meeting on **WEDNESDAY, DECEMBER 6, 2023 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

The public will be permitted to offer citizen communication or participate in items listed as public hearings as provided by the agenda and as permitted by the presiding officer during the meeting.

To offer citizen communication or participate in scheduled public hearings telephonically, go to www.harlingentx.gov and click on "PUBLIC HEARING AND CITIZEN COMMUNICATION FORM." Fill out the form and indicate the item you wish to address, and submit the form.

Please indicate (1) the agenda item on which you wish to speak, (2) whether you prefer to speak on the item during citizen communication or at the time the agenda item is brought for consideration before the City Commission.

To submit written comments regarding an item on the agenda for City Secretary, go to www.harlingentx.gov and click on "PUBLIC HEARING AND CITIZEN COMMUNICATION FORM" write your comments (limited to 400 words or less) and submit the form.

PLEASE SUBMIT WRITTEN COMMENTS BEFORE 3:00 P.M. THE DAY OF THE MEETING.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Open Meetings Act.

City of Harlingen meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (956) 216-5001 or write Post Office Box 2207, Harlingen, Texas 78550 at least 48 hours in advance of the meeting.

The Harlingen City Commission reserves the right, pursuant to the Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

Call Meeting to Order

Invocation - Mayor Pro-Tem Rene Perez

Pledge of Allegiance/Welcome

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at the time? **(City Attorney)**

Citizen Communication/Input

- 1) Approval of Minutes
 - a) Regular Meeting of October 18, 2023
- 2) Consent Agenda
 - a) Consideration and possible action to approve a request from Sylvia Gamboa, Director of Guidance and Counseling for the Harlingen Consolidated Independent School District for a street closure off Fair Park Boulevard between "J" Street and "L" Street in front of Casa de Amistad, for their Elementary School Expo, Thursday, March 28, 2024, at the Casa de Amistad from 9:00 a.m. to 2:00 p.m. Attachment **(Police)**
 - b) Consideration and possible action to approve a resolution authorizing the City Manager to accept a grant award of \$1,250,000 from the Department of Justice – COPS Office 2023 COPS Hiring Program. COPS Funds \$1,250,000 / Matching Funds \$1,143,400. Project Total: \$2,393,400. Attachment **(Police)**
 - c) Consideration and possible action to approve a request from St. Lutheran Church to close Washington Avenue, between Morgan Boulevard and Citrus Terrace, Saturday, December 9, 2023, and Sunday, December 10, 2023, from 4:00 p.m. to 8:30 p.m. for their Annual Nativity Nights Event. Attachment **(Police)**
 - d) Consideration and possible action to renew a Subscription Master Agreement between the City of Harlingen and eCivis Grant Management Software for a one-year term. Attachment **(Special Projects)**
 - e) Consideration and possible action to approve the Interlocal Agreement Between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Harlingen, for the performance of governmental functions and provide basic police academy training, in-service police training for police department officers, other area officers and prospective peace officer candidates as per the agreement. Attachment **(Police)**
 - f) Consideration and possible action to approve the Fire Services Agreements with Cameron County Emergency Services District No. 1, and cities of Combes, Primera, and Palm Valley for FY 2023-2024. Attachment **(Fire Dept.)**
 - g) Consideration and possible action to approve the installation of speed humps in the following locations: **(This item was requested by Commissioner Frank Morales and Mayor Pro-Tem Rene Perez)**
 1. 1400 Block of South "J" and 300 Block N. of "L" Streets.
 2. 900 Block of South 4th Street
 3. 3800/3900 Bourbon Street
 4. 3800/3900 Arroyo Vista Dr.
 5. Ona Ave. and Whitewing St.

- h) Presentation by Robert Rodriguez, Finance Director regarding the City of Harlingen Investment Reports for the quarter ending September 30, 2023, and for the year ending September 30, 2023. Attachment (**Finance Dept.**)

NEW BUSINESS

- 3) Consideration and possible action to cancel the Harlingen City Commission Meeting of January 3, 2024. (**City Manager**)
- 4) Consideration and possible action to approve an interlocal Cooperation Agreement between the City of Harlingen and Cameron County to provide \$1,408,362.15 for the Grimes Road Improvement Project to be funded by TIRZ No. 1. Attachment (**City Manager**)
- 5) Consideration and possible action to approve a contract with the most qualified and responsible bidder for the purchase and "turn-key" installation of petroleum storage tanks, dispensers, and complete system upgrade to replace (2) above-ground fuel storage tanks located at 404 S. 54th St., and (2) underground storage tanks located at 1006 S. Commerce St., and related canopies at both locations to comply with the most current TCEQ regulations and Fire codes and authorize the City Manager to sign the contract. Attachment (**Public Works**)
- 6) Consideration and possible action to approve a service contract between the City of Harlingen and UniFirst Corporation to provide uniform rental and laundering services for city employees excluding Police and Fire employees and authorize the City Manager to sign the contract. Attachment (**Finance Dept.**)
- 7) Consideration and possible action to prioritize drainage improvement projects for the purposes of identifying grant funding; and to approve a resolution authorizing the City Manager to submit multiple grant applications to the Texas Division of Emergency Management Hazard Mitigation Grant and the Building Resilient Infrastructure and Communities (BRIC) Grant Program. Attachment (**Special Projects**)
- 8) Public hearing and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located along the south side of Hughes Road, approximately 400 feet east of Bass Boulevard. Applicant: Moore Land Surveying c/o Cano Home Builders. Attachment (**Planning & Development**)
 - a) Public Hearing
 - b) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located along the south side of Hughes Road, approximately 400 feet east of Bass Boulevard.
- 9) Public hearing and possible action to approve an ordinance on first reading for a rezoning request from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal description of Lot 2, USBP Subdivision, located along the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon (**Planning & Development**)
 - a) Public Hearing
 - b) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal

description of Lot 2, USBP Subdivision, located along the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon

- 10) Consideration and possible action to authorize the City Manager to sign a gift deed for the conveyance from the Harlingen Irrigation District to the City of Harlingen of the Lipscomb Ditch, being a 15.094 acres of land out of Blocks 28, 29, 30, 31, 50, 51, and 52, of the Lon C Hill Subdivision, located on the west side of Louisiana Street approximately 598 feet north of Morris Road. Applicant: Harlingen Irrigation District. Attachment (**Planning & Development**)
- 11) Consideration and possible action to authorize the city manager to sign an access and utility easement document to capture a sidewalk and water meter on the subject property bearing a legal description of 0.026 acres out of Block 1, Williamson Subdivision, located on the west side of "F" Street, approximately 370 feet north of Expressway 83. Applicant: F Street Retail Partners, LTD. Attachment (**Planning & Development**)
- 12) Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit (SUP) request to allow a bar/lounge in a Light Industry (LI) District located at 1510 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1, Casa Blanca Subdivision. Applicant: Veronica Marie Rosas. Attachment (**Planning & Development**)
- 13) Consideration and possible action to approve the renewal of the Lease Document N62467-87-RP-00006 for 15.0 acres of land located at 1300 Teege Street., Harlingen, TX, currently used by the Navy Operational Support Center (NOSC) for a term beginning January 1, 2024, and ending December 31, 2024. Attachment (**Parks & Recreation**)
- 14) Consideration and possible action to approve a project for \$ 23,441, FY Budget 2023-2024 to improve a sidewalk on Dixieland Rd. across Harlingen South. Attachment (**Public Works**)
- 15) Consideration and possible action to approve the Harlingen Economic Development Corporation (HEDC) updated FY 2023-2024 Annual Work Plan. Attachment (**HEDC**)
- 16) Board Appointments
Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.
Airport
Animal Shelter Advisory Committee (2)
Audit Committee (Terms expire in June)
Charter Review Committee (4)
Civil Service Commission
Community Development Advisory Board (1)
Construction Board of Adjustments (4)
Convention & Visitors Bureau
Development Corporation of Harlingen, Inc.
Downtown Improvement Board
Golf Course Advisory Board
Harlingen Community Improvement Board
Harlingen Housing Authority Board
Harlingen Finance Corporation (5)
Harlingen Teen and Young Adult Advisory Board (2)
Healthy Harlingen Advisory Board
Keep Harlingen Beautiful Board (2)
Library Advisory Board
Mayor Wellness Council
Museum Advisory Board
Parks Advisory Board
Planning & Zoning Advisory Board
Senior Citizens Advisory Board (2)
Small Business Committee

Tax Increment Finance Board (1)
Utility Board of Trustees
Veterans Advisory Board
Zoning Board of Adjustment (2)

17) **Executive/Closed Session regarding the following items:**

a) pursuant to Tx. Government Code Section 551.071 (1) and (2) -attorney consultation; Section 551.072 regarding Bass Pro land issue. *(City manager)*

b) Consultation with City Attorney pursuant to Tx. Government Code Section 551.071 (2) regarding the Human Society Animal Shelter. *(City Manager)*

c) pursuant to Tx. Government Code Section 551.071 - attorney consultation; Section 551.072 - deliberation regarding real estate; and Section 551.087 - economic development relating to Project EDC and Project Spec Building 3 *(HEDC)*

18) **General Session:**

Consideration and possible action regarding Item #17 (a) as discussed in executive session. *(City Manager)*

19) **General Session:**

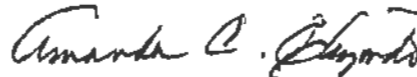
Consideration and possible action regarding Item # 17 (b) as discussed in executive session. *(City Manager)*

20) **Consideration and possible action regarding Item # 17 (c) as discussed in executive session. *(HEDC)***

21) **Adjournment**

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the City's Internet Website and said Notice was posted on Wednesday, November 29th, 2023 at or before 3:05 a.m./p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 29th day of November



Amanda C. Elizondo, City Secretary

REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held October 18, 2023, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and providing the public the ability to view the meeting via the internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us
Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda
Mayor Pro-Tem Rene Perez
Ford Kinsley Commissioner District 1
Daniel N. Lopez, Commissioner District 2
Michael Mezmar, Commissioner District 3
Frank Morales, Commissioner District 4

City Staff

Gabriel Gonzalez, City Manager
Amanda C. Elizondo, City Secretary
Mark Sossi, City Attorney

Call Meeting to Order

Mayor Sepulveda called the meeting to order, announced that a quorum was established, and stated that the meeting was duly posted according to state law. The following proceedings were held:

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time?"

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – None
Commissioner Ford Kinsley – None
Commissioner Daniel N. Lopez – none
Commissioner Michael Mezmar - None
Commissioner Frank Morales – None

1) Presentation of Proclamations and Recognition Award

a) Proclaiming Maria Vallejo Lerma's 100th Birthday

Mayor Sepulveda stated it was a blessing to present this proclamation to Mrs. Maria Vallejo for her 100th Birthday and her family. This is a great honor to celebrate this incredible milestone with Mrs. Vallejo.

b) Proclaiming October 18, 2023, as "RGV Hispanic Genealogical Society"

Alfonso Guillen, Jr., President of the RGV Hispanic Genealogical Society, stated that we are indebted to this community for providing us the venue to work on our hobby of researching all our family backgrounds. We are all related if you look closely enough.

c) Proclaiming the month of October 2023 as "Down Syndrome Awareness Month"

Cristina Garcia, Communications Director, stated that people with Down Syndrome actively participate in our communities' educational, occupational, social, and recreational circles. They have equal opportunities to chase their dreams and passions and take pride in their achievements to reach their fullest potential.

d) Proclaiming the Month of October 2023 as "Manufacturing Month"

Mayor Sepulveda thanked Orlando Campos, CEO of the Harlingen Economic Development Corporation. He commended the EDC for its significant impact on our community and for partnering with our manufacturers, especially TSTC, who have also been an essential part of this endeavor.

e) Proclaiming the Month of October 2023 as "Cancer Awareness Month"

Joey Govea, Director of Imaging at Valley Baptist Health Systems, stated that this affects family members. Especially in the Hispanic population, and help those who are dealing with cancer today. We encourage all the women in our lives to get screened for cancer.

f) Mayor's Business of the Month Recognition Award – Beautify Spa and Salon

The owner of Yenni Ortiz stated that we wanted to help our customers with their inner beauty and understand their feelings and backgrounds/stories. We are so happy for this recognition of our hard-working team.

Mayor Sepulveda stated that being a woman-owned business is a way of mentoring other women to create a positive/joyful experience in the business world.

Citizen Communication/Input

- Dawn Rae Leonard – 4309 N. Minnesota, Harlingen, TX – Animal Shelter
- Mauro Garza – 118 Paloma Dr. Harlingen, TX – US. House of Represent. Candidate
- Raymond Reyes – 706 Nantucket St., Harlingen, TX – Humane Society/City Well-being
- Julian Alvarez – 901 N. 25th St., Harlingen, TX - Humane Society/New training Project
- Robert Leftwich – 909 E. Parkwood, Harlingen, TX – Skyrocketing Taxes

2) Approval Of Minutes

- a) Special Meeting of March 2, 2023
- b) Joint Special Meeting of July 26, 2023
- c) Special Meeting of August 10, 2023
- d) Special Meeting of August 14, 2023

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to approve Items 2 (a – c). The motion carried unanimously.

Commissioner Lopez made a notation regarding Item 2 (d) – and stated he was absent at the August 14, 2023, meeting.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to approve the minutes of August 14, 2023, with the noted correction. Motion carried unanimously.

3) Consent Agenda

- a) Consideration and possible action to adopt the ordinance on the second and final reading amending Ordinance No. 18-28 establishing updated fines and fees charged by the City of Harlingen Public

AN ORDINANCE AMENDING CHAPTER 18, MASTER FEE SCHEDULE, ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN; AMENDING CHAPTER 2, ADMINISTRATION; AMENDING CHAPTER 26, LIBRARIES, ARTS AND CULTURAL AFFAIRS, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AS TO FEES, PROVIDING A SEVERABILITY CLAUSE PROVIDING FOR A PENALTY CLAUSE, PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

PASSED AND APPROVED on first reading this 20th day of September 2023

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- b) Consideration and possible action to adopt the ordinance on the second and final reading amending Chapter 26, Article II, Lon. C. Hill Library.

ORDINANCE NO. 23-~~40~~

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES, AS AMENDED, CHAPTER 26 LIBRARIES, ARTS AND CULTURAL AFFAIRS, ARTICLE II; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

PASSED AND APPROVED on first reading this 20th day of September, 2023.

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- c) Consideration and possible action to approve a request from Calvary Christian School requesting to close Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christian School Parking Lot, Saturday, October 21, 2023, from 5:00 p.m. to 9:00 p.m. for their Annual Fall Festival.

- d) Consideration and possible action to adopt the ordinance on second and final reading for a rezoning request from Not-Designated (N) District to Residential, Multi-Family (M-2) District for 19.94 acres of land out of Block 28, Petersburg Syndicate Subdivision, located along the west side of Brazil Road, approximately 1,668 feet north of Spur 54, Applicant: Moore Land Surveying, LLC c/o LS Contractors, LLC.

ORDINANCE NO. 23-~~28~~

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO.16-8) OF THE CITY OF HARLINGEN TO REZONE FROM NON- DESIGNATED DISTRICT (N) TO RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT FOR 19.94 ACRES OF LAND OUT OF BLOCK 28, PETERSBURG SYNDICATE SUBDIVISION, LOCATED ALONG THE WEST SIDE OF BRAZIL RD. APPROXIMATELY 1,668 FEET NORTH OF SPUR 54.

PASSED AND APPROVED on first reading this 20th day of September 2023

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- e) Consideration and possible action to approve an ordinance on second and final reading to abandon and vacate a 15-foot utility easement being a 0.167-acre tract of land out of Lots 10 and 11, Block 1, Madero Subdivision, and consideration and possible action to approve an alternative utility easement being a 0.13-acre tract of land out of Lot 10, Block 1, Madero Subdivision, located on the east side of Dilworth Road approximately 1,130 feet South of Business 83. Applicant: Esteban Ortiz.

ORDINANCE NO. 23-41

AN ORDINANCE ABANDONING AND VACATING THE 5 FEET UTILITY EASEMENT DESCRIBED AS A 10.167 ACRE TRACT OF LAND OUT OF LOTS 10 AND 11, BLOCK 1, MADERO SUBDIVISION, LOCATED ON THE EAST SIDE OF DILWORTH ROAD APPROXIMATELY 1,130 FEET SOUTH OF BUSINESS 83, SUBJECT TO PROVIDING THE RECORDING INSTRUMENT DEDICATING THE 10-FOOT UTILITY EASEMENT ON THE NORTH AND EAST SIDES OF LOT 10.

PASSED AND APPROVED on first reading this 20th day of September 2023

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- f) Consideration and possible action to adopt an ordinance on the second and final reading amending the City of Harlingen Comprehensive Plan, One Vision, One Harlingen, Chapter 2, Figure 2.1, Thoroughfare Plan, by removing the proposed extension of Hancock Drive as a major collector road South of Primera Road to Wilson Road. Applicant: City of Harlingen.

ORDINANCE NO. 23-42

AN ORDINANCE AMENDING THE CITY OF HARLINGEN COMPREHENSIVE PLAN ONE VISION ONE HARLINGEN, CHAPTER 2, FIGURE 2.1 THOROUGHFARE PLAN, BY REMOVING THE PROPOSED EXTENSION OF HANCOCK DRIVE AS A MAJOR COLLECTOR ROAD OUT OF PRIMERA ROAD TO WILSON ROAD, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

PASSED AND APPROVED on first reading this 20th day of September 2023

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- g) Consideration and possible action to adopt an ordinance on the second and final reading amending the Code of Ordinances Chapter 111, Zoning, Article I, Section 111-1, Definitions, by adding a definition for a solar farm, and Article III, Section 111-62, Use Chart, by establishing a category for a solar farm in the use chart; providing for publication and ordaining other matters related to the foregoing. Applicant: City of Harlingen.

ORDINANCE NO. 23-43

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 111, ZONING, ARTICLE I, SECTION 11-1, DEFINITIONS, BY ADDING A DEFINITION FOR A SOLAR FARM, AND ARTICLE III, SECTION 111-62, USE CHART, BY ESTABLISHING A CATEGORY FOR A SOLAR FARM IN THE USE CHART; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this 20th day of September 2023

PASSED AND APPROVED on this second and final reading on this 18th day of October 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

- h) Consideration and possible action to approve a request from Cindy Lerma to close West Liberty Street from South Dakota Street to the alleyway behind the property at 1102 South Dakota, Saturday, October 28, 2023, from 5:00 p.m. to 11:59 p.m. for her father's 82nd Birthday Celebration Event.
- i) Consideration and possible action to authorize the City Manager to accept FY 24 STEP CMV Grant Funding of \$12,000 from the Texas Department of Transportation (TxDOT) CMV Program. TxDOT Funds \$12,000 / Matching funds \$3,017.77. Total Funds for 2023-2024 Grant \$15,017.77.

- 1 j) Consideration and possible action to authorize the City Manager to accept FY24 STEP COMP
2 Grant Funding of \$36,000.00 from the Texas Department of Transportation (TxDOT)
3 Comprehensive Program. TxDOT Funds \$36,000.00 / Matching Funds \$9,041.51. Total Funds for
4 2023-2024 Grant: \$45,041.51.
- 5 k) Consideration and possible action to approve the Facility Use Agreement between the City of
6 Harlingen and Arroyo Youth Soccer Club, Inc. for using the Harlingen Soccer Complex and
7 authorize the City Manager to execute the agreement.
- 8 l) Consideration and possible action to approve a Facility Use Agreement between the City of
9 Harlingen and the Harlingen Cardinals Youth Sports League for use of the fields at Vestal Park and
10 authorize the City Manager to execute the agreement.
- 11
- 12 m) Consideration and possible action to approve a Facility Use Agreement between the City of
13 Harlingen and the Harlingen National Bronco League for using the baseball fields at the Tom Wilson
14 Youth Sports Park.
- 15
- 16 n) Consideration and possible action to approve a Facility Use Agreement between the City of
17 Harlingen and the Harlingen National Bronco League for using the softball fields at the Arroyo Park
18 Complex and authorize the City Manager to execute the agreement.
- 19
- 20 o) Consideration and possible action to approve a Facility Use Agreement between the City of
21 Harlingen and the Harlingen National Youth Football League for using the fields at Victor Park and
22 authorize the City Manager to execute the agreement.
- 23
- 24 p) Consideration and possible action to approve a Facility Use Agreement between the City of
25 Harlingen and the Harlingen Adult Soccer League for using two fields at the Harlingen Soccer
26 Complex and authorize the City Manager to execute the agreement.
- 27
- 28 q) Consideration and possible action to approve the installation of speed humps in the following
29 locations: (***This item was requested by Mayor Pro-Tem Rene Perez and Commissioner Frank***
30 ***Morales***).
- 31
- 32 . 1200 Block W. "J" Street
- 33 . Ivory Circle between Purple Ln. and Violet Ln.
- 34 r) Consideration and possible action to approve an ordinance on second and final reading, amending
35 the Harlingen City Code of Ordinances, Chapter 42, Hotel Occupancy Tax requiring registration
36 and payment of Hotel Occupancy Tax by Short Term Rentals, prohibiting discrimination, providing
37 for a penalty for violation of same, and other matters related to the foregoing.

38 Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to
39 approve Agenda Items 3 (a, c, d, e, g, h, i, j, k, l, q, and r). Motion carried unanimously.

40

41 Commissioner Lopez asked to remove Agenda Items 3 (b, m, n, o, and p) for further
42 discussion. Commissioner Morales asked to remove Agenda Item 3 (f) for further discussion.

43

44 Commissioner Lopez asked if Item 3 (b) could be tabled as he and the City Attorney, Mark
45 Sossi, were working on an omnibus bill for all advisory boards, rather than passing it now, to delete
46 or make changes, etc. A few things in the language need to be changed, such as the makeup of
47 the boards. During our recent elections, the citizens who voted for the Airport Board for the Mayor
48 got two picks, and the commission gets one choice. It should be uniform among all the boards to
49 create continuity between all boards. He requested that Item 3 (b) be tabled.

1 Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to
2 approve Item 3(b) – Article 2 and amendments, minus Division 2 (Public Library Advisory Board).
3 Motion carried unanimously.

4 Commissioner Morales referred to Item 3 (f) and stated they should reconsider the traffic
5 study if not this will create more traffic in that area.

6 Luis Vargas, City Engineer, stated that Handcock Drive is in the Thoroughfare Plan and
7 the plan to connect as a major collector. It is currently a local road, and the Thoroughfare Plan calls
8 for this road to connect to Roosevelt Street. However, there is a house and a cul-de-sac on
9 Handcock, and it would not connect with Roosevelt Street in the future due to the limitations of a
10 subdivision.

11 Xavier Cervantes, Planning and Zoning Director stated that a subdivision was already there
12 when the Thoroughfare Plan was done. The proposed extension of Handcock is a quarter mile from
13 Expwy. 77. An additional north/south corridor could be more beneficial.

14 Commissioner Mezmar stated he is not recommending the road extension and prefers to
15 leave it as is for it to be correctly developed without a major thoroughfare.

16 Mr. Cervantes responded, yes, this is the staff's recommendation.

17 Motion was made by Commissioner Mezmar and seconded by Commissioner Lopez to
18 adopt the ordinance on the second and final reading amending the Code of Ordinances Chapter
19 111, Zoning, Article I, Section 111-1, Definitions, by adding a definition for a solar farm, and Article
20 III, Section 111-62, Use Chart, by establishing a category for a solar farm in the use chart; providing
21 for publication and ordaining other matters related to the foregoing. Motion carried as follows: FOR:
22 Mayor Pro-Tem Perez, Commissioners: Mezmar, Lopez, Kinsley; AGAINST: Commissioner
23 Morales. (Vote: 4-1).

24 Commissioner Lopez referred to Item 3 (m & p) and suggested adding language to the
25 contract requiring that organizations make sure they start having tournaments as part of their
26 contract. I want to bring back tournaments to our great city.

27 A short discussion was held regarding the possibility of having a tournament.
28 Commissioner Lopez stated that if the city is lending them the facilities at a low cost, the taxpayer
29 needs to get something out of it, such as people eating at our restaurants or gassing up at our gas
30 stations, and to recuperate the money invested in the facilities.

31 Commissioner Mezmar stated he was not in agreement to change the contract.

32 Mark Sossi, City Attorney, stated this could be done, and the city could charge a nominal
33 fee.

34 Commissioner Lopez added that these organizations are unique. The Cardinal Camp at
35 Vestal Park needs to be more significant for tournaments.

36 Javier Mendez, Parks and Recreation Director stated that some organizations host
37 tournaments throughout the year, and the city does not participate in the tournaments, but we could.
38 We do not have that language in the contracts. There are certain things the Pony League requires
39 from us regarding the fields to be in condition: restrooms, concession stands, lights, etc. We could
40 change the language for the city so that they are not required to have a tournament, but we strongly
41 recommend it.

42 Commissioner Lopez added that we could add a paragraph indicating that we would like
43 them to consider hosting tournaments. If they were to host a tournament, the city would be open to
44 assisting in one way or another.

Commissioner Morales suggested that they could encourage them to have tournaments instead of getting verification or forcing them to apply. Staff could get the contact information for the person in charge of each league that handles the agreements to mention our concerns.

Mr. Mendez stated that the agreements expired October 1, 2023. Some organizations operate under expired contracts because the item has not been placed on the agenda. They have their current insurance and all their documentation.

Mayor Sepulveda stated that the maintenance of all the fields is essential. She would like to see the sports schedules and speak with the people in charge of the teams. She suggested that a workshop be held to discuss these matters. Proper maintenance is not possible if the fields are constantly used. She has received calls from constituents regarding the poor condition of the grass at specific parks.

Mr. Mendez stated that these issues were discussed with the advisory board. An increase of \$10 per registrant, and whatever is collected at the end of the season goes to that park or that complex.

Commissioner Mezmar asked Mark Sossi, City Attorney, since the contracts expired on October 1, and the teams continued to operate under the expired contract, exposing the city to legal liabilities.

Mr. Sossi responded, probably not, but some of the contracts may have provisions where they can continue until renewed. You also have the Texas Tort Claims Act and Recreational Park Statutes, which apply. But we want to get the contracts in place as quickly as possible.

Mayor Sepulveda stated that if the City Commission is not ready to vote on these contracts, they could extend the contracts better to understand the league's and city's responsibilities.

Motion was made by Commissioner Mezmar and seconded by Commissioner Kinsley to extend the contracts for Items 3 (l through p) to February 1, 2023, to gather the information and negotiate the contracts. Motion carried unanimously.

Commissioner Lopez referred to the scheduling of the workshop and stated he would like for it to be as soon as possible to allow for the City Commission to participate.

4) Public hearing to consider adopting an ordinance on first reading for a rezoning request from Residential, Single-Family (R-1) District to Residential Duplex (R-2) District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition. Applicant: Mario and Norma Linan.

Mr. Cervantes stated that this property is located on "C" Street between Lee and Lila, with an existing house facing the alley. There were previously two houses on the property; one was demolished, and the other is still there. The applicants recently purchased the property and would like to add a unit, but the land must be rezoned as Residential Duplex (R-2) to add the duplex. It is in line with the Comprehensive Plan, low-density residential. We received a letter in opposition from the neighbor to the north, which is a 3% of the notification area, so the super majority vote is not triggered. The neighbor who submitted the letter did not attend the public hearing; therefore, the Planning and Zoning Commission recommends unanimous approval.

Mayor Sepulveda announced that this item is a hearing and anyone who wished to speak for or against this item may do so.

a) Public Hearing – The applicants, Mario and Norma Linan, introduced themselves to the City Commission and stated they own other duplexes in the area and other properties in the city and invested in their properties.

- 1
2 b) Consideration and possible action to approve an ordinance on first reading for a rezoning
3 request from a Residential, Single-Family (R-1) District to a Residential, Duplex (R-2) District
4 for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1,
5 Shaw Addition.

6 Motion was made by Commissioner Kinsley and seconded by Commissioner Morales to
7 adopt an ordinance on first reading for a rezoning request from Residential, Single-Family (R-1)
8 District to Residential Duplex (R-2) District for a property located at 718 North "C" Street, bearing
9 a legal description of Lot 2, Block 1, Shaw Addition. Motion carried as follows: FOR: Mayor Pro-
10 Tem Perez; Commissioners: Kinsley, Morales, and Mezmar; AGAINST: Commissioner Lopez.
11 (Vote: 4-1).

- 12 5) Public hearing and possible action to adopt an ordinance on first reading amending the City of
13 Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article 1, Section 38-1, Definitions, by
14 clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles;
15 coverings required, by clarifying the maintenance of garbage receptacles, and describing the land
16 uses that require garbage receptacle enclosures. Applicant: City of Harlingen.

17 Mr. Cervantes stated that the Public Works Department has been more proactive in
18 requiring trash enclosures for new commercial or multi-family developments in the past year. Staff
19 proposes defining multi-family as more than two multi-family units or commercial industrial. The
20 Public Works Director, Christopher Torres, can propose the requirement for the trash enclosure to
21 include information on items that require additional compliance, such as proper maintenance. If it
22 is a business, the Public Works Director could increase the pick-ups or container size due to trash
23 overflows. For new companies, it would require an enclosure; for existing businesses, the city could
24 increase the trash pick-ups.

25 Commissioner Kinsley asked what the cost of the trash enclosures is.

26 Mr. Torres responded that it depends on the materials, such as wood, concrete blocks, or
27 hurricane fences. The cost could vary between \$1,200 and \$4,000.

28 Mayor Sepulveda announced this is a public hearing; anyone wishing to speak for or
29 against may do so.
30

- 31 a) Public hearing – No one spoke for or against this item.

- 32
33 b) Consideration and possible action to approve an ordinance on first reading amending
34 the City of Harlingen Code of Ordinances Chapter 38, Solid Waste, Article 1, Section
35 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-
36 36, Maintenance of Receptacles; coverings required, by clarifying the maintenance of
37 garbage receptacles, and describing the land uses that require garbage receptacle
38 enclosures.

39 Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to
40 adopt the ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter
41 38, Solid Waste, Article 1, Section 38-1, Definitions, by clarifying the definition of a residence, and
42 Article 11, Section 38-36, Maintenance of Receptacles; coverings required, clarifying the
43 maintenance of garbage receptacles, and the land uses that require garbage receptacle
44 enclosures. Motion carried unanimously.

- 45 6) Public hearing and possible action to adopt an ordinance on first reading amending the City of
46 Harlingen Code of Ordinances, Chapter 109, Subdivisions, adding Section 109-193, Park Land
47 Dedication as a condition of subdivision plat approval for property inside the city limits or within the
48 extraterritorial jurisdiction to be used for residential and multi-family uses; providing for park zones,

1 providing for payments instead of land dedication under certain circumstances; providing for
2 refunds under certain circumstances. Applicant: City of Harlingen.

3 Mr. Cervantes stated that the logic behind this ordinance is for new residential or multi-
4 family subdivisions and that those new residents are impacting our park system. This ordinance
5 requires developers to assist the city with purchasing land for parks or using the funds to improve
6 our existing city parks. They must dedicate two acres if the subdivision is 30 acres or more. A
7 survey shows that the major cities, Harlingen, San Benito, and La Feria, do not have this. Staff is
8 proposing \$450 per dwelling unit, which could be increased. We added an inflation factor on the
9 first anniversary of adopting the ordinance (if adopted); the fee will automatically increase by \$25.00
10 per dwelling unit, and this fee can also be increased—a cap of \$750 per dwelling unit, which is
11 what McAllen charges now on park fees. There is language in the proposed ordinance that if a
12 developer requests annexation, the subdivision is in the ETJ, and the city annexes the subdivision,
13 this will not apply. It is better to get taxes year after year as compared to one-time park fees. We
14 do not want this to deter developers from requesting annexation but to be an incentive to request
15 annexation. Staff decided to create four park zones: northwest, northeast, southwest, and
16 southeast, depending on where the subdivision is located. The map shows how the ETJ is being
17 divided for staff to determine how the funds will be allocated to individual accounts. This will not
18 apply to all the existing subdivisions in process because of their vested rights. This applies to new
19 subdivisions.

20 In the initial process, the subdivision will go before the Parks Advisory Board to make a
21 recommendation to the Planning and Zoning Commission on the fees. All the subdivisions will come
22 before the City Commission to accept the payments. The language stipulates that the city can use
23 all the funds from all the zones and invest them in a regional park. Such as the Sports Complex,
24 Pendleton Park, Lon C. Hill Park, and Victor Park. The ordinance's language includes that if the
25 developers provide amenities, such as basketball courts, playgrounds, or walking trails, the City
26 Commission could discount up to 50% of the fee. The developers must demonstrate all amenities
27 to the City Commission to provide them with a discount.

28 Mayor Pro-Tem Perez suggested including language in the proposed ordinance indicating
29 which parks are considered regional parks.

30 Mr. Cervantes stated that any recommendations or suggestions considered by the City
31 Commission could be added before the second and final reading of the ordinance.

32 Commissioner Lopez recommended that the map be redesigned.

33 Mr. Gonzalez suggested it should include the population.

34 Mayor Sepulveda announced that it was a public hearing and anyone wishing to speak for
35 or against this item may do so.

36 a) Public hearing

37
38 Dustin Moore stated, as word of caution on the proposed fee(s), such as \$150,000- \$200,000
39 to the development costs, will be passed on directly to the landowners; if you add \$450 to a
40 permit fee, it gets easily rolled into a 30-year mortgage.

41
42 b) Consideration and possible action to approve an ordinance on first reading amending the City
43 of Harlingen Code of Ordinances Chapter 109, Subdivisions, adding Section 109-193, Park
44 Land Dedication as a condition of subdivision plat approval for property inside the city limits or
45 within the extraterritorial jurisdiction to be used for residential and multi-family uses; Providing
46 for park zones, providing for payment instead of land dedication under certain circumstances;
47 providing for refunds under certain circumstances.
48

1 Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to
2 adopt the ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter
3 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat
4 approval for property inside the city limits or within the extraterritorial jurisdiction to be used for
5 residential and multi-family uses; providing for park zones, providing for payments instead of land
6 dedication under certain circumstances; providing for refunds under certain circumstances; subject
7 to amendments to the language.

8
9 Commissioner Lopez amended his motion subject to the discussion regarding the maps
10 (re-configuration), including the language that Mayor Pro-Tem Perez made regarding the
11 designation of regional parks. Motion carried unanimously.

- 12 7) Public hearing and possible action to adopt an ordinance on first reading amending the City of
13 Harlingen Code of Ordinances, Chapter 111, Zoning, Article V, Section 111-119 Yard Setback
14 Regulations, by establishing a section which allows a special exception to be granted to the
15 minimum setback requirements for carports. Applicant: City of Harlingen.

16 Mr. Cervantes stated that there is usually a 20 ft. front setback where nothing can be built;
17 however, often, staff get requests from citizens who want to build a carport in front of that setback,
18 which is not allowed. A state provision allows this with a notable exception, but the requests must
19 go before the Zoning Board of Adjustments, and their decision is final. If approved, the property
20 owner can apply for a notable exception but must provide a schematic of the proposed carport.
21 Property owners within 200 ft. must be notified to allow them to speak for or against the request.

22 Commissioner Lopez stated more clarification is needed on the language for Item No. 1 on
23 the criteria required for the carports.

24 Mr. Cervantes stated that the McAllen Code coincides with the owner; the proposed
25 Harlingen ordinance will coincide with the land. Staff recommends approval to the board if there is
26 no opposition from the property owners.

27 Mr. Gonzalez stated that if the board denies the request, can they still appeal to the district
28 court?

29 Mayor Sepulveda announced this is a public hearing, and anyone who wishes to speak for
30 or against this item may do so.

31
32 a) Public hearing – No one present.

- 33
34 b) Consideration and possible action to approve an ordinance on first reading amending the City
35 of Harlingen Code of Ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard
36 Setback Regulations, by establishing a section which allows a special exception to be granted
37 to the minimum setback requirement for carports.

38 Commissioner Lopez stated that his motion is subject to clarification on the criteria
39 language.

40 Motion was made by Commissioner Lopez and seconded by Commissioner Morales to
41 adopt the ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter
42 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section that
43 allows a special exception to be granted to the minimum setback requirements for carports subject
44 to the language clarification recommended by Commissioner Lopez. Motion carried unanimously.

- 45 8) Consideration and possible action to approve the preliminary construction plans and final plat with
46 conditions for the proposed Garret Acres Subdivision, bearing a legal description of 15.54 acres of

land out of Block 36, Stuart Place Subdivision Survey 298, located at the northwest corner of Doan and Garrett Roads. Applicant: Moore Land Surveying, LLC c/o Marin-Zarate Development, LLC.

Mr. Cervantes stated that this is a 3-lot proposed residential subdivision inside the city limits on Garrett Rd. They are proposing to widen the ditch to comply with the drainage requirements. Staff has approval from the Cameron County Drainage District No.5, and staff recommends approval of this item to continue with the subdivision process.

Motion was made by Commissioner Morales and seconded by Commissioner Lopez to approve the preliminary construction plans and final plat with conditions for the proposed Garret Acres Subdivision, bearing a legal description of 15.54 acres of land out of Block 36, Stuart Place Subdivision Survey 298, located at the northwest corner of Doan and Garrett Roads. Motion carried unanimously.

- 9) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tres Caminos Subdivision, bearing a legal description of 19.28 acres of land out of Blocks 11, 12, 13, and 14, Survey 295, Stuart Place Subdivision, located at the southeast corner of Doan Road and Mayfield Drive. Applicant: Moore Land Surveying, LLC c/o Alan Johnson.

Mr. Cervantes stated that this is a subdivision in the ETJ; we are trying to convince the developer to request annexation. It is a multiple, single-family residential subdivision. They are also willing to widen the ditch to comply with the drainage requirements. The staff has an approval letter from Cameron County Drainage District No. 5. It is located just outside the city limits, and hopefully, the developer will request annexation.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the preliminary construction plans and final plat with conditions of the proposed Tres Caminos Subdivision, bearing a legal description of 19.28 acres of land out of Blocks 11, 12, 13, and 14, Survey 295, Stuart Place Subdivision, located at the southeast corner of Doan Road and Mayfield Drive. Motion carried unanimously.

- 10) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for using the soccer fields at Vestal Park and authorize the City Manager to execute the agreement.

Javier Mendez, Parks and Recreation Director, stated the Facility Use Agreement would include Items 10, 11, and 12 for an extension to the contracts until February 1, 2024.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement - that would extend until February 1, 2024. Motion carried unanimously.

- 11) Consideration and possible action to approve a facility use agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for using the baseball complex at Victor Park and authorize the City Manager to execute the agreement.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the Facility Use Agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for the use of the baseball complex at Victor Park and authorize the City Manager to execute the agreement - that would extend until February 1, 2024. Motion carried unanimously.

- 12) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for using a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for the use of a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement - that would extend until February 1, 2023. Motion carried unanimously.

- 13) Consideration and possible action to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the agreement.

Mr. Mendez stated that this was a renewal of the agreement for the Water Aerobics Class, and Ms. Elizabeth Rose Flores asked if the city would allow her to use the entire pool for her Water Aerobics Class. Our aquatic supervisor (Albert) has come up with a suggestion. In their contract, we have asked them to leave Lane 1 and Lane 2 open for the lap swimmers. Albert has spoken to some of the lap swimmers and suggested they use the pool's shallow end and leave the wider/deeper area for the aerobics class. This would allow for both groups to use the pool.

Mayor Sepulveda stated that we have many athletes who use the pool. Has staff discussed this issue with them and how it will impact their training if they are confined to the shorter (distance) area of the pool?

Mr. Mendez stated that aerobics classes are held Monday through Wednesday and Friday from 9:00 a.m. to 10:00 a.m. He was informed by the Aquatic Supervisor that there are lap swimmers who use the pool simultaneously. This suggestion was from the lap swimmers. Staff recommends closing off Lanes 1 and 2 only if a lap swimmer exists. The Water Aerobics Class is growing, and she needs more space. Staff suggests a second session to Ms. Flores for two hours a day.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the agreement - subject to language amendment by Parks and Recreation Director, Javier Mendez. Motion carried unanimously.

- 14) Consideration and possible action to approve a contract with John M. Tucker, Harlingen Aquatics Team, to use Pendleton and Victor Park Pools to operate a youth swim program and authorize the City Manager to execute the agreement.

Mr. Mendez stated that John Tucker, Swimming Coach, requested additional time for the junior group to use the pool for an hour (4 - 5 p.m.). Staff recommended keeping the pool for the use of the pool and, instead of 6 days out of the year for a possible swim meet, changing it to 12 days, and the staff's response was no. Staff recommends leaving the contract as is and the same monthly fee of \$200, changing the scheduled day of Mondays through Thursdays only and opening the pool to the public on Fridays.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the contract with John M. Tucker, Harlingen Aquatics Team to use Pendleton and Victor Park Pools to operate a youth swim program and authorize the City Manager to execute the agreement, subject to the language amendment by Parks and Recreation Director, Javier Mendez. Motion carried as follows: FOR: Mayor Pro-Tem Perez; Commissioners: Lopez, Mezmar, and Morales; AGAINST: Commissioner Kinsley.

- 15) Consideration and possible action to authorize the City Manager to award a construction contract with Go Underground, LLC for the Pickens & Davis Stormwater System Improvements (System 23), which was designed by Civil Systems Engineering, Inc. (CSE) under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).

Luis Vargas, City Engineer, stated that CSE was one of the nine previously selected firms under the grant by ARPA. The project will replace approximately 3,600 linear feet of stormwater underground pipes on Kelly Street., W. Davis St., and Pickens Ave. for the subdivisions surrounded by W. Matz Ave., New Combes Hwy, McFetridge St., and Business 77, acquiring the drainage of approximately 33 acres. These improvements were identified in the 2008 Drainage Master Plan, which includes two discharge outfalls, city-owned and New Combes Hwy. Ditch. The city received the following three bids for the project construction:

- . Go Underground, LLC - \$1,964,329.80
- . C & A Builders - \$1,997,385.93
- . GST Construction, Inc. - \$2,530,530.00

Staff recommend awarding the contract to the lowest bidder, Go Underground, LLC.

Commissioner Mezmar asked if this project had been budgeted.

Mr. Vargas stated that it had been budgeted and would be paid for with ARPA funds.

Commissioner Morales asked about the update on the Drainage Master Plan.

Mr. Vargas stated that it would be ready in May 2024. The Drainage Plan gives a conceptual design, city-wide, of how the new storm system should look. When a design is done, it is for a specific area. This one requires a separate design based on the 2008 Drainage Master Plan. Next year, we will have an updated city-wide conceptual plan.

Commissioner Morales asked if this drainage plan took into effect the 2018 and 2019 floods.

Mr. Vargas responded yes; it was designed for a 25-year event. The underground pipes require a design plan. The pipes were large enough to handle the 33 acres. It is a stormwater drainage standard for 50-year detention ponds. The city's standard calls for 25-year stormwater underground pipes. The surface infrastructure includes a curb, gutter, and inlets. The project complies with the city's updated standards.

Mayor Sepulveda asked why there were notional bids and why some income needed to be completed and responded that there were three bids. One bid had an unsigned CIQ, which was a mistake.

Commissioner Morales asked if the firms had been vetted.

Mr. Vargas responded yes, they all submitted references, but we believe that Go Underground, LLC. can complete the project successfully.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to authorize the City Manager to award a construction contract with Go Underground, LLC for the Pickens & Davis Stormwater System Improvements (System 23), which was designed by Civil Systems Engineering, Inc. (CSE) under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Motion carried unanimously.

- 16) Consideration and possible action to authorize the City Manager to reject all bids for the Lozano Detention Pond Phase I Improvements designed by Haff Associates under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to authorize the City Manager to reject all bids for the Lozano Detention Pond Phase 1 Improvement designed by Haff Associates under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Motion carried unanimously.

- 17) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A," establishing new float entry rates for the Annual Christmas Parade.

Motion was made by Commissioner Mezmar and seconded by Commissioner Lopez to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A," establishing new float entry rates for the Annual Christmas Parade. Motion carried unanimously.

- 18) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, for Youth on the Course Fees and authorizing the City Manager to execute a contract with Youth on Course.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, for Youth on the Course Fees and authorizing the City Manager to execute a contract with Youth on Course. Motion carried unanimously.

- 19) Consideration and possible action to execute a contract between the Valley Initiative for Development and Advancement (VIDA) and the Harlingen Economic Development Corporation.

Orlando Campos, Economic Development Director, stated that on September 27, 2023, the Economic Development Corporation of Harlingen (HEDC) Board held a meeting and unanimously approved the contract for VIDA for \$50,000 for Fiscal Year 23-24. VIDA helps low-income, unemployed, and underemployed residents of the Rio Grande Valley obtain the necessary education and training to secure high-skilled and high-wage jobs. This funding will specifically benefit residents of Harlingen.

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to execute the contract between Valley Initiative for Development and Advancement (VIDA) and the Harlingen Economic Development Corporation, Inc. Motion carried unanimously.

- 20) Consideration and possible action to approve a contract between Insyteful and the Harlingen Economic Development Corporation to conduct and prepare a target Industry Analysis for the Harlingen Economic Development Corporation.

Mr. Campos stated that on September 27, 2023, the HEDC Board unanimously approved the contract for services with Insyteful to conduct and prepare a Target Industry Analysis (TIA) for the Harlingen Economic Development Corporation, Inc. for \$49,950 FY 23-24. The TIA will help the HEDC better understand the city's labor pool size, skill composition, and geographic characteristics and identify industries that Harlingen can recruit and retain quality businesses that can diversify the local economy, increase the average annual wages of the community, and improve the quality of life for the citizens. The data-driven analysis will help ensure the EDC in its marketing and corporate recruitment efforts.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the contract between Insyteful and the Harlingen Economic Development Corporation, Inc. to conduct and prepare a target Industry Analysis for the Harlingen Economic Development Corporation. Motion carried unanimously.

- 21) Consideration and possible action to amend the Fiscal Year 2023-2024 Budget and authorize the City Manager to obtain three (3) new residential solid waste operators from the Sanitation Enterprise Fund.

The annual salary projection is as follows:

1

Annual Salary Projection

Hartington Finance Department
10/10/2023

Position	Pay - Full Time	Fixed Fringe Benefits		Variable Fringe Benefits				Total Benefits	Total Salary Expense
	Annual Regular Pay	Annual Life Insurance	Annual Health Insurance	Medicare Employer 1.45%	Social Sec Employer 6.20%	TMRS Ret Employer 8.84%	Worker Comp 8.19%	Annual Fixed & Variable	Annual Salary & Benefits
Solid Waste Driver	\$ 39,334.46	\$ 39.00	\$ 12,259.56	\$ 570.35	\$ 2,438.74	\$ 3,477.17	\$ 74.74	\$ 18,859.56	\$ 58,194.02
Solid Waste Driver	39,334.46	39.00	12,259.56	570.35	2,438.74	3,477.17	74.74	18,859.56	58,194.02
Solid Waste Driver	39,334.46	39.00	12,259.56	570.35	2,438.74	3,477.17	74.74	18,859.56	58,194.02
Total	\$ 118,003.39	\$ 117.00	\$ 36,779.64	\$ 1,711.05	\$ 7,316.22	\$ 10,431.51	\$ 224.22	\$ 56,579.68	\$ 174,582.97

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Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to amend the Fiscal Year 2023-2024 Budget and authorize the City Manager to obtain three (3) new residential solid waste operators from the Sanitation Enterprise Fund. Motion carried unanimously.

6 22)

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Consideration and possible action to approve an ordinance on first reading amending the Code of Ordinances, Article II, Division 2, Section 6-56 to provide for appointments and composition of the Animal Shelter Advisory Board.

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Mark Sossi, City Attorney, stated that the issue with the current city ordinance requires that the city review the Texas Health and Safety Code and the Code of Ordinances to constitute the proper members. The Health and Safety Code requires the city to have a veterinarian, a county/municipal official, one person whose duties include the daily operation of the animal shelter, and one representative from an animal welfare organization. Our present ordinance is silent to that. We have all the required board members except the veterinarian and aim to fulfill those requirements. Another thing is that the advisory committee's purpose is to ensure the animal shelter is being operated consistently with Chapter 823 of the Health and Safety Code. There are actual criminal penalties if the shelter is not operated that way. Housing and sanitation standards are outlined in Chapter 826, animal control officer training has to be adopted, and animal health and safety requirements are also included. I am proposing that the board chairman be the veterinarian with the technical experience to lead that discussion among the committee.

21

22

Mayor Sepulveda stated that the animal welfare organization is missing, but one of the other appointees would qualify for county/municipal official.

23

24

Mr. Sossi, this is being brought up because he was reviewing all the ordinances. We are obligated to bring it into conformity with state law.

25

26

Commissioner Kinsley asked if it is typical for the City Commission to dictate who will be the chairman of one of these boards.

27

28

Mr. Sossi responded no. It is a suggestion, and it is driven by the purpose of the Animal Shelter Advisory Board, outlined in Chapter 823, which must comply with state standards.

29

30

Commissioner Kinsley responded that he felt the chairman selection is the board's responsibility, not for them to dictate.

31

32

Mayor Sepulveda stated that regardless of what a previous commission did in the past, we need to make these changes because they are required.

33

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Commissioner Lopez suggested that we, as a commission, have everything, such as the (agenda items) in front of us at least 96 hours (or so many days) on any ordinance before we do a vote. I suggest we remove Section E, "licensed veterinarian shall serve as" the chairman, and leave everything else. Since the chairperson can vote, make motions, and second motions.

37

38

Mr. Sossi added that it is consistent with Robert's Rules of Order on Committee.

Commissioner Mezmar asked if our current ordinance must comply with state law.

Mr. Sossi responded no. It does not conflict. Nothing in the current ordinance prohibits the City Commission from appointing the people as required by state statute.

A discussion was held on the various boards, the voting process and the ability of the chairman to vote, and also if the rules could be revised for all boards to have the same regulations regarding whether the chairperson can vote or not.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the ordinance on first reading amending the Code of Ordinances, Article II, Division 2, Section 6-56 to provide for appointments and composition of Animal Shelter Advisory Board; subject to deleting Section E: "licensed veterinarian shall serve as chairman" Motion carried unanimously.

23) Consideration and possible action to cancel the Harlingen City Commission Meeting of November 15, 2023.

Mr. Gonzalez, the City Manager, stated that a quorum would not be possible for the City Commission Meeting of November 15, 2023, and recommended canceling this meeting.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to cancel the Meeting of November 15, 2023. Meeting. Motion carried unanimously.

24) Board Appointments

Commissioner Lopez appointed Adrian Galvan to the Veterans Advisory Board.

Mayor Sepulveda appointed Dr. Shelly Mitchell to the Animal Shelter Advisory Board.

Mayor Pro-Tem Perez appointed Jeremiah Davila to the Tax Increment Financing Reinvestment Zone (1, 2, 3) Board.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to approve the appointments: Adrian Galvan to the Veterans Advisory Board, Dr. Shelly Mitchell to the Animal Shelter Advisory Board, and Jeremiah Davila to the Tax Increment Financing Reinvestment Zone (1,2,3) Board. The motion carried unanimously.

At 8:21 p.m., Mayor Sepulveda announced that the City Commission would convene in an Executive Closed Session to discuss Items 25 and 26.

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to convene in Executive Closed Session to discuss Items 25 and 26. Motion carried unanimously.

25) Executive/Closed Session - pursuant to Government Code Section 551.071 – attorney consultation; Section 551.072 – deliberation regarding real estate; and Section 551.087 – Economic Development relating to project Spur.

26) Executive/Closed Session – Consultation with City Attorney pursuant to Tex. Govt. Code Section 551.07 (1) regarding reasonably anticipated litigation.

At 8:51 p.m., Mayor Sepulveda announced the City Commission had completed its executive session and declared the meeting open to the public.

27) General Session – Discussion and action to approve a possible settlement agreement with Routeware, Inc., regarding disputed contract claims.

Motion was made by Commissioner Kinsley and seconded by Commissioner Morales to approve a possible settlement agreement with Routeware, Inc., regarding disputed contract claims. Motion carried unanimously.

28) Adjournment

There being no other business to discuss, Mayor Sepulveda adjourned the meeting.

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

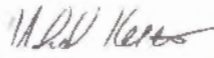
AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to approve a request from Sylvia Gamboa, Director of Guidance and Counseling for the Harlingen Consolidated Independent School District for a street closure off Fair Park Boulevard in between "J" Street and "L" Street (in front of the Casa de Amistad) for their Elementary School Expo to be held on Thursday, March 28, 2024, at the Casa de Amistad from 9:00 a.m. to 2:00 p.m. Attachment (**Police**)

Prepared By (Print Name): Michael Kester
Title: Chief of Police

Signature: 

Brief Summary:

Sylvia Gamboa, Director of Guidance and Counseling for Harlingen C.I.S.D. is requesting the street closure off Fair Park Boulevard in between "J" Street and "L" Street (in front of the Casa de Amistad) on Thursday, March 28, 2024, from 9:00 a.m. to 2:00 p.m. for their Elementary School Expo.

The street closures will help to ensure the safety of the visitors attending this event.

The Asst. Fire Chief has reviewed this request and provided his approval.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*

*If no, specify source of funding and amount requested: N/A

Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief's approval: ☒ Yes ☐ No ☐ N/A

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☒ Yes ☐ No ☐ N/A



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 10/25/23

FROM: Sergio Ruiz #4110

RE: Street Closure **HCISD**

Requestor: Sylvia Gamboa (956-430-9520)

Event Date: Thursday, March 28, 2024

Time: 9:00am-2:00pm

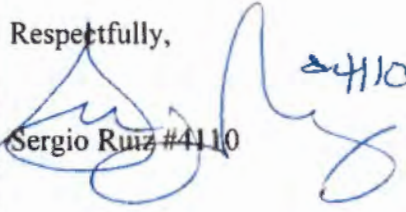
Location: Casa de Amistad

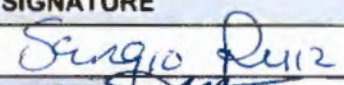
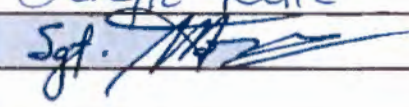
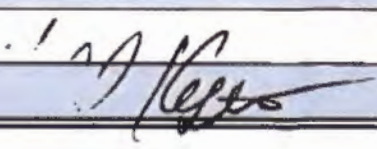
Street Closed: Fair Park Blvd. in between J St. and L St.

Mrs. Sylvia Gamboa with **HCISD** is requesting a street closure for Thursday, March 28, 2024 of Fair Park Blvd. in between J St. and L St. in front of the Casa de Amistad. The event is for a **Elementary School EXPO** from 9:00am to 2:00pm. A total of 1,450 student will be attending the event.

I am recommending for the street closure to be granted and for the Harlingen Streets Department deliver and drop off barricades at the time specified for the event. Attached is a map and street closure request for the event that was submitted by the event coordinator.

Respectfully,


Sergio Ruiz #4110

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		#4110	10/25/23
SERGEANT / SUPERVISOR		3464	10/25/23
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			11/3/2023

Manuel Tovar - HPD

From: Rebeca Cruz - HPD
Sent: Wednesday, October 25, 2023 2:19 PM
To: Manuel Tovar - HPD
Subject: Fwd: HCISD Expo Road Closure Request

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From: Sylvia Gamboa <sylvia.gamboa@hcisd.org>
Sent: Monday, October 23, 2023 8:00:00 AM
To: Rebeca Cruz - HPD <rcruz@harlingentx.gov>
Cc: Michael Brooks - HPD <mbrooks@harlingentx.gov>
Subject: HCISD Expo Road Closure Request

Good morning,

Hope you are doing well. I'm wondering if you could assist us with a request to close down Fairpark Blvd. in front of Casa de Amistad for our Middle School and Elementary Expos.

Our Middle School Expo is set for December 7, 2023, from 9:00 a.m. - 2:00 p.m.
Our **Elementary Expo** is set for **March 28, 2024, from 9:00 a.m. - 2:00 p.m.**

Is there anything we need to do on our part for this request?

I appreciate any help you can provide.

Thank you for all you do!



Sylvia Gamboa
Director of Guidance and Counseling
Harlingen Consolidated Independent School District
407 N. 77 Sunshine Strip | Harlingen, TX 78550
O. (956) 430-9520
www.hcisd.org



| We are HCISD

"We rise by lifting others."

- Robert Ingersoll



Ask Me About
Mental Health
FIRST AID

Item #

26)

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager, on behalf of the City of Harlingen, to accept a grant award in the amount of **\$1,250,000** made available through the Department of Justice – COPS Office 2023 COPS Hiring Program. COPS Funds **\$1,250,000** / Matching funds **\$1,143,400**. Project Total: **\$2,393,400**. Attachment (**Police**)

Prepared By (Print Name): **Michael Kester**
 Title: **Chief of Police**
 Signature:

Brief Summary:

The Harlingen Police Department applied to the competitive, nationwide COPS Hiring Program to fund ten (10) additional law enforcement officers and received the maximum funding of \$125,000.00 for each officer for salaries over a three-year period. The City of Harlingen is responsible for a match of **\$1,143,400**, which covers any additional costs higher than the entry level salary and fringe benefits. The funding of the officers will allow for the agency to meet community policing standards.

Funding (if applicable):

Are funds specifically designated in the current budget for the ☐ Yes ☒ No* full amount for this purpose?

*If no, specify source of funding and amount requested: \$125,000 will derive from reimbursement requests to the DOJ – COPS Office

Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends that we accept the 2023 COPS Hiring Program funding awarded to the City of Harlingen Police Department.

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☒ Yes ☐ No ☐ N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS AUTHORIZING THE HARLINGEN POLICE DEPARTMENT TO ACCEPT A 2023 COPS HIRING PROGRAM GRANT AWARD FROM THE DEPARTMENT OF JUSTICE - OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR FUNDING AN ADDITIONAL 10 FULL TIME LAW ENFORCEMENT OFFICERS TO MEET LAW ENFORCEMENT COMMUNITY POLICING STRATEGIES.

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen and the region that the City of Harlingen – accept the 2023 COPS Hiring Program award for funding an additional 10 full time officers,

WHEREAS, the City of Harlingen has applied for competitive funding from the Department of Justice – COPS office under the 2023 COPS Hiring Program and received maximum funding for 10 law enforcement officers in the amount of **\$1,250,000** (\$125,000 in salaries for each officer) for a three-year period. Harlingen would be responsible for matching funds in the amount of **\$1,143,400**. Project total: **\$2,393,400**,

WHEREAS, the City of Harlingen understands that funding under this program will support three years of officer salaries within a five year period of performance to accommodate time needed for recruitment and hiring. Additionally, the City of Harlingen understands that it must retain each CHP funded position for 12 months following the three years of funding that position,

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region, that the City of Harlingen accept the funding to increase the number of law enforcement officers to meet law enforcement community policing strategies,

WHEREAS, the City Commission of the City of Harlingen designates City Manager Gabriel Gonzalez as the authorized official to apply for, accept, reject, alter or terminate funding of said grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS: that the City Commission approves the acceptance of the grant award from the Department of Justice – COPS Office 2023 COPS Hiring Program

CONSIDERED AND ADOPTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with **TEXAS GOVERNMENT CODE, CHAPTER 551.**

CITY OF HARLINGEN:

Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

Item#

2C

Meeting Date: **December 6, 2023**

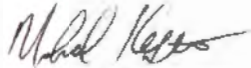
Agenda Item:

Consideration and possible action to approve a request from the St. Lutheran Church requesting to close Washington Avenue, between Morgan Boulevard and Citrus Terrace on Saturday, December 9, 2023, and Sunday, December 10, 2023, from 4:00 p.m. to 8:30 p.m. for their Annual Nativity Nights event. Attachment (Police)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

Senior Pastor Nathan Wendorf with St. Lutheran Church is requesting to close Washington Avenue, between Williamson Avenue, between Morgan Boulevard and Citrus Terrace on Saturday, December 9, 2023, and Sunday, December 10, 2023, from 4:00 p.m. to 8:30 p.m. for their Annual Nativity Nights event.

The street closure will help to ensure the safety of the visitors attending this event.

The Assistant Fire Chief has reviewed this request and provided his approval.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*

*If no, specify source of funding and amount requested: N/A

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief's approval:

☒ Yes ☐ No ☐ N/A

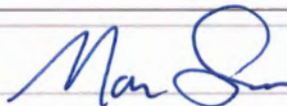
City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 11/10/23

FROM: Sergio Ruiz #4110

RE: Street Closure St. Paul Lutheran Church (11/10/2023)

Requestor: Senior Pastor Nathan Wendrof (956-423-3924)

Event Date: Saturday, December 9, 2023 and Sunday, December 10, 2023

Time: 4:00pm to 8:30pm

Location: 602 Morgan Blvd

Street Closed: Washington Ave. in between Morgan Blvd and Citrus Terrace

A street closure request was entered by **St. Paul Lutheran Church** for their **Annual Nativity Nights** event, scheduled for **Saturday, December 9th and Sunday December 10th 2023 from 4:00pm-8:30pm**. They are requesting to close Washington Ave. in between Morgan Blvd and Citrus Terrace.

They plan to have 2 off duty police officer to actively work each barricade to allow emergency vehicles, though and to provide access to parking on field on Washington Ave. across from the church.

Since they have construction happening in the front of the campus, where the event is usually held, they are needing to move to the back lot of the church.

This means all parking will be in field across from church with **3000-5000 people** expected to attend and will be crossing Washington Ave to get to the event.

I am recommending for the street closure be granted and for the Harlingen Streets Department deliver and drop off barricades at the time specified for the event. Attached is a map and street closure request for the event that was submitted by the event coordinator.

Respectfully,

Officer Sergio Ruiz #4110

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>Sergio Ruiz</i>	4110	11/10/23
SERGEANT / SUPERVISOR	<i>[Signature]</i>	3464	11/10/23
COMMANDER / MANAGER	<i>[Signature]</i>	3019	11-10-23
DEPUTY CHIEF	<i>[Signature]</i>	1933	11-10-23
ASSISTANT CHIEF			
CHIEF OF POLICE	<i>[Signature]</i>	2088	11-10-23

Sergio Ruiz - HPD

From: Manuel Tovar - HPD
Sent: Thursday, November 9, 2023 7:57 PM
To: Sergio Ruiz - HPD; Robert W. Curry - HPD; Benito Bravo - HPD; Jose J. Lopez - HPD; Orlando Gonzales - HPD
Cc: Charles Fechner - HPD
Subject: FW: STREET CLOSURE REQUEST - St. Paul Lutheran Dec 9 and 10
Attachments: Temporary Road Closure Request by St.pdf

Sergio,

Please follow up with this road closure.

Thanks,

From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Thursday, November 9, 2023 1:16 PM
To: Charles Fechner - HPD <cfechner@harlingentx.gov>; Manuel Tovar - HPD <mtovar@harlingentx.gov>; Benito Bravo - HPD <bbravo@harlingentx.gov>; Jose J. Lopez - HPD <jjlopez@harlingentx.gov>; Sergio Ruiz - HPD <sruiz@harlingentx.gov>
Cc: Mike Kester - HPD <mkester@harlingentx.gov>; Danny Villarreal - HPD <dvillarreal@harlingentx.gov>
Subject: STREET CLOSURE REQUEST - St. Paul Lutheran Dec 9 and 10

Commander Fechner / Sgt. Tovar:

I am forwarding the attached street closure request I just received via email. Since our next City Commission meeting is on December 6, 2023, and request is for December 9 - 10, 2023, I would need this request completed by your DRs no later than Wednesday, November 15, 2023.

Thank you!
Frances Pena

From: Nathan Wendorf <nw@splch.com>
Sent: Thursday, November 9, 2023 1:10 PM
To: Frances Pena - HPD <fpena@harlingentx.gov>; Mike Kester - HPD <mkester@harlingentx.gov>
Cc: Peggy Elder <office@splch.com>
Subject: Temporary Road Closure Request from St. Paul Lutheran Dec 9 and 10

Good afternoon

Juan Garcia gave me the information needed to send to you for consideration for a temporary partial closure of Washington Ave Dec 9 and 10th. I have attached a pdf of the proposal to this email.
Thank you for your consideration

Nathan Wendorf

Temporary Road Closure Request by St. Paul Lutheran Church

Dec 9th and 10th 2023 from 4pm-8:30pm for Annual Nativity Nights Free Community Event

Proposal to close (limit access) to Washington Ave next to St Paul (temporary closure at intersections of Washington/Citrus Terrace & Washington/Morgan)

Plan to have at least 2 off duty police officer to actively work each barricade to allow emergency vehicles though and to provide access to parking on field on Washington Ave across from St. Paul.

With the construction happening in the front of area of our campus where the event is usually held we are needing to move to the back lot. This means all parking will happen in field across from church with 3000-5000 people expected plus volunteers who will be crossing Washington Ave.



green lines indicate barrier location



Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Saturday, November 11, 2023 8:48 AM
To: Frances Pena - HPD; Rafael Balderas - HFD; Ruben Balboa - HFD; Donna Henderson - HFD
Subject: Re: STREET CLOSURE REQUEST - ST. LUTHERANCCHURCH'S ANNUAL NAVITITY NIGHTS

HFD has no issues with this closure.

E. Alvarez.

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From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Friday, November 10, 2023 2:35:42 PM
To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>
Subject: STREET CLOSURE REQUEST - ST. LUTHERANCCHURCH'S ANNUAL NAVITITY NIGHTS

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request for the following event:

1. ST. PAUL LUTHERAN CHURCH'S ANNUAL NATIVITY NIGHTS

Please provide your recommendation so that I can include as an agenda item at the next City Commission meeting.

Thank you!

Frances Pena

Exe. Admin. Asst.
Office of the Chief of Police Michael Kester
HARLINGEN POLICE DEPT
1003 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
email: fpena@harlingentx.gov

Item# 2d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to renew a subscription master agreement between the City of Harlingen and eCivis Grant Management Software for a one-year term. Attachment (*Special Projects*)

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

In 2021, the City entered into a master subscription and service agreement with eCivis to assist City staff with grant research and management. eCivis is a software as a service (SaaS) grants management system typically used by local governments. The subscription included a total of 20 licenses (both full and view only) that were distributed among Directors and City Management. The subscription was for three years.

With this renewal, staff recommends keeping the grant research module (pre-award) for four licenses only and eliminating the grant management module (post-award). These four licenses will be issued to staff from the Special Projects and the Police Departments, which are primarily involved with grant research and writing. This change will bring the subscription cost down to \$9,198 per year. The new performance period will be from March 1, 2024, through February 28, 2025.

Carahsoft Technology Corporation is eCivis' partner company, allowing the City to renew its subscription via OMNIA EDU Contract # R191902.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

*If no, specify source of funding and amount requested:

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends renewing the eCivis subscription.

City Manager approval:

h/h

Comments:

City Attorney's approval:

Mariam

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | ECIVIS@CARAHSOFT.COM

TO: Ana Hernandez
 Mobility and Special Projects Director
 City of Harlingen
 118 East Tyler
 Harlingen, TX 78550 USA

FROM: Mandi Queen
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: ahernandez@myharlingen.us

EMAIL: Mandi.Queen@carahsoft.com

PHONE: (956) 216-5242

PHONE: (571) 662-3051

FAX: (703) 871-8505

TERMS: OMNIA EDU contract: R191902
 Term: April 30, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 37640760
 QUOTE DATE: 11/13/2023
 QUOTE EXPIRES: 02/28/2024
 RFQ NO:
 SHIPPING: ESD
 TOTAL PRICE: \$9,198.00

TOTAL QUOTE: \$9,198.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
ANNUAL RENEWAL					
1	PRE-B50100M-R4756	Grants Network Grantee Pre-Award - Between \$50-100 Million - Renewal 4 eCivis, Inc. - PRE-B50100M-R4 Start Date: 03/01/2024 End Date: 02/28/2025	\$5,350.00	COOP 1	\$5,350.00
3	PRES-B50100M-R4756	Grants Network Grantee Pre-Award - State Research - Between \$50-100 Million - Renewal 4 City: Grantee Pre-Award Add-on State Grants eCivis, Inc. - PRES-B50100M-R4 Start Date: 03/01/2024 End Date: 02/28/2025	\$3,000.00	COOP 1	\$3,000.00
5	GN-USR-R4756	Grants Network - Users - Renewal 4 Full eCivis, Inc. - GN-USR-R4 Start Date: 03/01/2024 End Date: 02/28/2025	\$212.00	COOP 4	\$848.00
SUBTOTAL:					\$9,198.00
TOTAL PRICE:					\$9,198.00
TOTAL QUOTE:					\$9,198.00

Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: 03/01/24 - 02/28/25

Please add the Contract # on the PO

Contract Number: OMNIA - EDU SW : R191902

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | ECIVIS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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Please include the following on your PO:

- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100, Reston, VA 20190)
- Payment terms: Net30
- Ship to and bill to address listed

Item#

2e

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen, Texas, to approve and sign the Interlocal Agreement Between the Lower Rio Grande Valley Development Council (LRGVDC) & City of Harlingen, Police Department (HPD) have agreed to cooperate with each other for the performance of governmental functions and provide basic police academy training, in-service police training for police department officers, other area officers and prospective peace officer candidates and further set out in the agreement. Attachment (**Police**).

Prepared By (Print Name): **Michael Kester**

Title: **Chief of Police**

Signature:



Brief Summary:

The Harlingen Police Department's goals and objective of this partnership between LRGVDC and HPD to work with each other for the performance of governmental functions and provide basic police academy training, in-service police training for police department officers, other area officers and prospective peace officer candidates.

Funding (If applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? ☐ Yes ☐ No*

*If no, specify source of funding and amount requested:

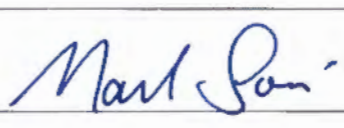
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends that we enter into a partnership with LRGVDC and HPD.

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☐ Yes ☐ No ☐ N/A

**INTERLOCAL AGREEMENT BETWEEN THE
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**

&

CITY OF Harlingen, POLICE DEPARTMENT

REGARDING COOPERATIVE EXTENSION SERVICES FOR LRGV ACADEMY SITE

This Interlocal Agreement (the "Agreement") is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL ("LRGVDC"), a Regional Council of Government and political subdivision of the State and the CITY OF Harlingen, TEXAS, ("City"), a home rule municipality, By and Through The Harlingen POLICE DEPARTMENT (LAW ENFORCEMENT AGENCY) regarding the implementation of a cooperative extension services for the regional police academy 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 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, the Regional Police Academy as a division of the LRGVDC is tasked with representing the Rio Grande Valley and supporting law enforcement agencies with almost 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region;

WHEREAS, the LRGVDC Regional Police Academy utilizes a wide-variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region;

WHEREAS, LRGVDC and Harlingen POLICE DEPARTMENT have agreed to cooperate with each other for the performance of governmental functions and provide basic police academy training, in-service police training for POLICE DEPARTMENT officers, other area police officers, and prospective peace officer candidates;

WHEREAS, the LRGVDC, for the purposes of performing functions of law enforcement through its REGIONAL ACADEMY, has a Law Enforcement Academy with a TCOLE Agency Number (TCOLE REPORTING);

WHEREAS, the Harlingen POLICE DEPARTMENT has a need for Basic Peace Officer Academy and TCOLE REPORTING, when Harlingen POLICE DEPARTMENT provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes, such as training;

WHEREAS, the LRGVDC and Harlingen POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the LRGVDC and Harlingen POLICE DEPARTMENT have heretofore entered into this Agreement providing for COOPERATIVE EXTENSION SERVICES of Harlingen POLICE DEPARTMENT for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the aforementioned training programs, the LRGVDC and Harlingen POLICE DEPARTMENT hereby agree as follows:

The LRGVDC is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo, and Willacy.

The LRGVDC manages operational requirements and training curriculum standards as per TCOLE contractual agreement. LRGVDC maintains the right to review or modify, as needed, training calendar, curriculum, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. REPORTING: the LRGVDC will report training to TCOLE for Harlingen POLICE DEPARTMENT for trainings conducted by Harlingen POLICE DEPARTMENT related to law enforcement purposes under the following terms and conditions outlined below.
2. IN CONSIDERATION OF TCOLE REPORTING: To the extent permitted by federal law and regulations, and applicable policies, directives, guidelines and/ or rules, Harlingen POLICE DEPARTMENT farther agrees to the following:
 - a. Harlingen POLICE DEPARTMENT agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
 - b. Harlingen POLICE DEPARTMENT agrees to provide all training at NO COST to the students.
 - c. Harlingen POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to abide by the LRGVDC Regional Police

Academy LRGV Academy BPOC Rules, Policies, and Procedures attached hereto and incorporated by reference as Exhibit "A".

- d. Harlingen POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide both a legibly written sign-in roster with PID numbers as well as a typed LRGVDC TCOLE Report of Training Form attached hereto and incorporated by reference as Exhibit "B".
- e. Harlingen POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
- f. Harlingen POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
- g. Harlingen POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, an up-to-date instructor bio-sketch.
- h. Harlingen POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a typed LRGVDC Regional Police Academy Score Sheet attached hereto and incorporated by reference as Exhibit "C".
- i. Harlingen POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY every student in every class, a completed LRGVDC Regional Police Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit "D".
- j. Harlingen POLICE DEPARTMENT agrees to allow the LRGVDC Regional Police Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
- k. The TCOLE Agency Number is assigned, and proprietary to LRGVDC and Regional Police Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- l. Harlingen POLICE DEPARTMENT agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- m. Harlingen POLICE DEPARTMENT hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and

or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.

- n. To the extent permitted under the Constitution and the laws of the State of Texas, Harlingen POLICE DEPARTMENT shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to LRGVDC prior to any TCOLE REPORTING.

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. Provide quality Basic Peace Officer Academy training, as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- B. Provide quality in-service peace officer training as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- C. Insure that all POLICE DEPARTMENT sworn personnel receive the minimum required training as mandated by the Texas Commission on Law Enforcement and the Chapter 1701 of the Texas Occupations Code.
- D. Provide at no cost Basic Peace Officer Academy training for up to the first **FOUR (4)** **POLICE DEPARTMENT** personnel per academy, known as sponsored cadets.
- E. Limit each class to a **maximum** of **24** participants, including those sponsored by the City of Harlingen Police Department (both day and evening classes). When a day or night academy is operable in the City of Harlingen, there must be a **minimum** of **12** participants. If the City of Harlingen's Day or Night academies enrollment drops below **FIVE (5)** participants, those enrolled may be relocated to one of the other operable sites at the discretion of LRGVDC.

- F. Provide **POLICE DEPARTMENT** 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at **POLICE DEPARTMENT** facilities, after coordinating with **POLICE DEPARTMENT** the logistics of preliminary applicants and final acceptance toward the **minimum** number of participants.
- G. Schedule, coordinate and conduct all police training activities, when **POLICE DEPARTMENT** instructors, facilities or equipment are utilized in the training activity.
- H. Utilize LRGVDC instructional staff, facilities, equipment and support staff, as appropriate and available, when **POLICE DEPARTMENT** instructors, facilities or equipment are not utilized in the training activity.
- I. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument, test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator.
- J. Provide supervision of all instructors while conducting training functions of the LRGVDC Regional Police Academy.
- K. Provide supervision of students attending training functions of the LRGVDC Regional Police Academy.
- L. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses as part of any Basic Peace Officer Course in accordance with Title 37, Part 7, Chapter 215 - TAC 215.9 assuring that all TCOLE Rules and Regulations are met at **POLICE DEPARTMENT**. The Training Coordinator will:
 - (1) ensure compliance with commission rules and guidelines;
 - (2) prepare, maintain, and submit the following reports within the time frame specified:
 - (A) reports of training:
 - (i) basic licensing course shall be submitted prior to students attempting a licensing exam; and
 - (ii) within 30 days of completion of continuing education course;
 - (B) self-assessment reports as required by the commission;
 - (C) a copy of advisory board minutes during an on-site evaluation;
 - (D) training calendars-schedules must be available for review and posted on the internet, or another public venue, no later than 30 days prior to the beginning of each calendar quarter or academic semester. A continually updated and posted (live) calendar will meet this requirement;

- (E) any other reports or records as requested by the commission;
- (3) be responsible for the administration and conduct of each course, including those conducted at ancillary sites, and specifically:
- (A) appointing and supervising qualified instructors;
 - (B) maintaining course schedules and training files. At a minimum, training files shall contain:
 - (i) complete lesson plan;
 - (ii) clear learning objectives;
 - (iii) instructor biography indicating subject matter expertise and teaching experience;
 - (iv) approved class roster and original sign-in sheet; and
 - (v) course evaluation;
 - (C) enforcing all admission, attendance, retention, and other standards set by the commission and approved by the advisory board;
 - (D) securing and maintaining all facilities necessary to meet the inspection standards of this section;
 - (E) controlling the discipline and demeanor of each student and instructor during class;
 - (F) distributing a current version of the Texas Occupations Code, Chapter 1701 and commission rules to all students at the time of admission to any course that may result in the issuance of a license;
 - (G) distributing learning objectives to all students at the beginning of each course;
 - (H) ensuring that all learning objectives are taught and evaluated;
 - (I) proctoring or supervising all examinations to ensure fair, honest results; and
 - (J) maintaining training files, records of tests, and other evaluation instruments for a period of five years.
- (4) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority.

- M. Provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **POLICE DEPARTMENT**.
- N. Provide the Harlingen Police Department with a copy of the "Release of Liability and Statement of Understanding Basic Peace Officer Course" form for every student using a Harlingen facility and/or instructor.

2.2 Harlingen Police Department will:

- A. **POLICE DEPARTMENT** will remit cash payment for **ONE (1)** cadet slot over the original **FOUR (4)** sponsored cadet slots at half of the regular tuition for every additional two seats over the minimum participants when **POLICE DEPARTMENT** instructors, facilities, or equipment are utilized in the training activity. However, the allotments do not accrue, meaning that the maximum number of fully sponsored cadets shall not exceed **FOUR (4)** per class and no more than **FOUR (4)** at ½ of regular tuition cost.
- B. Provide, at no cost, specialized instructional staff as requested by the LRGVDC for instruction of BPOC classes instructed or in-service courses attended, in whole or in part, by **POLICE DEPARTMENT** personnel.
- C. Provide a list of prospective Sponsored Cadets on letterhead to the LRGVDC no later than 30 days prior to the start date of the academy. Submissions not received within the specified time frame **may not** be considered and the Cadets will be accepted at the full tuition rate.
- D. Provide, at no cost, on-hand instructional equipment and facilities as may be requested by the LRGVDC for use in the Basic Peace Officer Course.
- E. Provide certified **POLICE DEPARTMENT** firearms instructors approved by both **POLICE DEPARTMENT** and the LRGVDC to provide instruction at the firing range designated by LRGVDC and at no cost, access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at the Harlingen site. Upon advanced scheduling provide at no cost, support to include instruction as needed and access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at other sites.
- F. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses in accordance with Title 37, Part 7, Chapter 215 - TAC 215.10 assuring that all TCOLE Rules and Regulations are met at LRGVDC. An instructor teaching a course must:
 - (1) hold a valid instructor license;
 - (2) certificate; or
 - (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.

- The instructor is responsible for:

- (1) ensuring compliance with commission rules and guidelines;
- (2) preparing, maintaining, and submitting reports of training to LRGVDC administration location within two weeks of completing that specific chapter; unless otherwise approved by Training Coordinator
- (3) the administration and conduct of each course taught;
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file;
- (5) enforcing all attendance and other standards set by the commission or the training advisory board;
- (6) maintaining the discipline and demeanor of each student during class;
- (7) distributing or presenting learning objectives to all students at the beginning of each course;
- (8) ensuring that all learning objectives are taught; and
- (9) ensuring examinations are proctored or supervised to have fair, honest results.
- (10) instructor shall follow the BPOC Calendar as provided and approved and if the instructor wishes to deviate from the Calendar, a request must be submitted to the LRGVDC training coordinator for review and approval.

- G. Provide all completed Basic Peace Officer Course chapters or in-service material to the LRGVDC by the tenth (10th) day of the completion of the block of instruction.
- H. Provide LRGVDC prescribed uniforms for all **POLICE DEPARTMENT** personnel attending the Basic Peace Officer Academy.
- I. Provide LRGVDC RPA a signed Release of liability Waiver and Assumption of Liability absolving the LRGVDC RPA of liability for the Cadets to participate in **VOLUNTARY** community functions. Cadets must be provided the option to opt-out of the event. Cadets who volunteer to assist will not be in Academy uniform for the duration of the event. All functions must be outside the scope of normal Academy operational hours. Cadets who are agency employees will operate as prescribed by their agencies chain of command.
- J. Provide full charges and fees, if applicable, for **POLICE DEPARTMENT** personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.

- K. Provide housing/office space for all lesson plans, learning objectives and any and all media visual training material in conjunction with any Basic Peace Officer Academy Course or any in-service courses making sure all TCOLE Rules and Regulations are met.
- L. Provide a designated point of contact within **POLICE DEPARTMENT** as a liaison for Veterans Affairs and refer those applicants to RPA staff.

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.

4.4 The LRGVDC agrees to hold the **POLICE DEPARTMENT** and the City of Harlingen, Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or police in-service training classes and activities.

4.4.1 The **POLICE DEPARTMENT** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **POLICE DEPARTMENT** during any Basic Peace Officer Academy or police in-service training classes or activities.

4.4.2 This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or police in-service training classes and activities.

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: Gabriel Gonzalez, City Manager
118 E. Tyler Avenue
Harlingen, TX 78550

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.

6.2 LRGVDC may immediately suspend operation of contract with **POLICE DEPARTMENT** for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when **POLICE DEPARTMENT** is notified in writing.

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 automatically renew for subsequent one-year terms 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.

9.3 Either party may terminate this contract upon ten days written notice. The LRGVDC may also terminate this contract if:

- (a) the **POLICE DEPARTMENT** training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC;
- (b) **POLICE DEPARTMENT** training staff has not met the needs of the communities or agencies it serves;
- (c) **POLICE DEPARTMENT** training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;
- (d) **POLICE DEPARTMENT** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **POLICE DEPARTMENT** training staff has lost accreditation, including SACS or THECB approval.

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: _____

Date: _____

APPROVED AS TO FORM

Legal Counsel

CITY OF Harlingen

By: _____
Norma Sepulveda, Mayor

Date: _____

ATTEST:

Amanda Elizondo, City Secretary

APPROVED AS TO FORM

City Attorney, City of Harlingen

MEMORANDUM OF UNDERSTANDING AMENDMENTS

The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

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

The effective start date of this agreement is the _____ day of ____ 20 ____ .

NAME: Michael Kester
Chief of Police
____ Harlingen _____, Texas Police
Department

NAME: Norma Sepulveda
Mayor
City of ____ Harlingen _____

NAME: Gabriel Gonzalez
City Manager
City of ____ Harlingen _____, Texas

NAME:
Executive Director
Lower Rio Grande Valley Development
Council

EXHIBIT

"A"

(Note: Refers to the LRGV Academy BPOC Rules, Policies and Procedures) Document is available on-line.

EXHIBIT

"B"

(TCOLE Roster)

TEXAS COMMISSION ON LAW ENFORCEMENT REPORT OF TRAINING

Page # 1	TCOLE Dept. or Provider # 511481	Course #	Today's Date	Total Hours	Beg. Date	Ending Date	Provider Type: ☒ - Academy ☐ - Contract Provider ☐ - Other
Course Title:			Today's Hours	Name of Academy / Department: Lower Rio Grande Valley Regional Police Academy Instructor Name & PID:			

	PID#	Last Name, First Name	Class	D.O.B.	Print Name
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

THESE STUDENTS HAVE COMPLETED THIS COURSE AND ARE APPROVED FOR CREDIT

956-682-3481

Acad./Training Coordinator (please type or print)	Signature	Date	Phone #
---	-----------	------	---------

If provider type "Other," chief administrator signs.

EXHIBIT

"C"

(Grade Sheet)

Number in () indicates the amount of the exam failures the Cadet currently has at the time the exam is administered.

EXHIBIT

"D"

(Course Evaluation)



Lower Rio Grande Valley Academy

Course Title: _____

Instructor: _____

Location: _____ Date Completed _____

Please rate the overall quality of this course and/or presentation

Unacceptable Poor Satisfactory Good Excellent

All ratings/scores of a 1 or 2 require written detail justification on the reverse side of this form. (Please be constructive, specific & professional)

Instructor Appearance	1	2	3	4	5
Instructor presented lesson clearly and logically.	1	2	3	4	5
Instructor displayed general knowledge of lesson delivered.	1	2	3	4	5
Instructor was easy to understand.	1	2	3	4	5
Instructor answered all question(s) thoroughly.	1	2	3	4	5
Instructor covered all learning objectives thoroughly.	1	2	3	4	5
Lesson goals were achieved.	1	2	3	4	5
Instructor's demeanor was Professional.	1	2	3	4	5
Participant handout with sources & references were helpful.	1	2	3	4	5
Were the knowledge & skills taught helpful to you.	1	2	3	4	5
Classroom facilities	1	2	3	4	5

Did the lesson PowerPoint help you to understand and visualize learning objectives?

What was the most valuable learning objective to you? Why?

Did you gain knowledge and/or skills from this course that will enhance your job performance?

Please Explain:

Suggestions to improve (Comments): *Feel free to write on the back your comments help us improve course quality.*

AGENDA ITEM EXECUTIVE SUMMARY

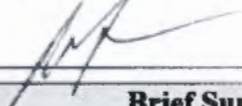
Meeting Date: 12/6 /23

Agenda Item:

Consideration and possible action to authorize the Mayor and the Commission to approve the Fire Services Agreements with Cameron County Emergency Services District No. 1, the City of Combes, the City of Primera, and the City of Palm Valley for Fiscal Year 2023-2024.

Prepared By (Print Name): Rafael Balderas

Title: Fire Chief

Signature: 

Brief Summary:

This is the annual renewal of Fire Services Agreements between the City of Harlingen and Cameron County ESD No. 1 (\$401,419.78), the City of Combes (\$145,204.78), the City of Primera (\$236,327.65), and the City of Palm Valley (\$153,416.06). These amounts are to be paid in quarterly installments on the following dates: December 31st, March 31st, June 30th, and September 30th.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*
for this purpose? N/A

*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval: 

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval: 

☒ Yes ☐ No ☐ N/A

Hermelinda Gonzales

From: Hermelinda Gonzales
Sent: Tuesday, November 28, 2023 3:41 PM
To: marksossi84@icloud.com
Cc: Amanda C. Elizondo; Gabriel Gonzalez
Subject: Agenda Item 2f attachments
Attachments: AGENDA DRAFT 6 (12-6-23).doc; Attachments for Exec Summary - Dec 13th 2023 CCM

Hi Mark,
Per your request, please see attached for your review and approval. Tks.

Melinda Gonzales

Assistant City Secretary
Harlingen City Hall Administration
118 E Tyler Ave
Harlingen, Texas 78550
(956) 216-5003



THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
FIRE SERVICES AGREEMENT**

This Agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting by and through its undersigned President, and the **City of Harlingen**, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned Executive. **Chapter 775 of the Texas Health & Safety Code shall be followed by all parties.**

In consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

I. PROVISION OF SERVICES

During the term of this Agreement, PROVIDER agrees to furnish "firefighting" services - defined as the use of personnel and equipment to fight, extinguish and suppress fires, including the handling of "hazardous material incidents" or the provision of "rescue services" to the unincorporated area of Cameron County designated as **Zone 2** on the Official Fire Protection Service Zone Map of the DISTRICT, which is attached hereto as Attachment "A" and incorporated by reference herein as if fully copied and set forth at length. Pursuant to Chapter 775 of the Texas Health & Safety Code, monies paid for the services shall be for the benefit of Emergency Services District No. 1 constituents.

While the purpose of this map is to define generally the PROVIDER's main area of responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Fire Chief, an emergency demands the response of the PROVIDER's firefighting services outside of **Zone 2**, the PROVIDER shall be obligated to respond.

PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement

and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement and to the reasonable satisfaction of the DISTRICT.

The DISTRICT reserves the right to have its consultant or any other authorized agent or employee contact the PROVIDER and inspect the PROVIDER's facilities, equipment, and personnel to confirm compliance with the terms of this Agreement.

II. INDEPENDENT CONTRACTOR

PROVIDER, as it pertains to this Agreement, is acting as an independent contractor, not an agency or an arm of the DISTRICT. The PROVIDER controls the method and details of the task, pursuant to above, and answers to the DISTRICT only as to the results. PROVIDER's employees are neither employed by the DISTRICT nor paid with DISTRICT funds.

III. MUTUAL AID

It is specifically understood and agreed that the PROVIDER will provide mutual aid, if feasible and without compromising its duties to its assigned Zone, to other Zones in the unincorporated areas of the County, when requested by another PROVIDER. Any dispatch of firefighting or rescue, and personnel pursuant to this Agreement is subject to the foregoing conditions:

1. PROVIDER shall include in its quarterly report a statement detailing the amount and type of equipment used, the number of personnel that responded to the call, and the location to which the equipment and personnel were dispatched to;

2. The responding PROVIDER shall be released as soon as feasible by the requesting agency when the services of the responding PROVIDER are no longer required.

IV. COMPENSATION

DISTRICT agrees to pay, subject to the availability of funds, the sum of **\$401,419.78** to the PROVIDER for firefighting services in the said unincorporated area of **Zone 2** and for any mutual assistance provided in the unincorporated areas of any other Zones. Such sum to be paid to the PROVIDER in quarterly payments. If during the term of this Agreement funds become unavailable, DISTRICT will notify PROVIDER in writing after the next Emergency Services District No. 1 Board Meeting that PROVIDER will be excused from any further duties or obligations arising out of this Agreement. DISTRICT will hold harmless PROVIDER for any claims arising subsequent to said unavailability of funds.

It is specifically understood and agreed that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT during the term of this Agreement, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of

which is attached to this Contract. Reports are due monthly. All such reports shall be due no later than the fifteenth (15th) day of the following month. Furthermore, PROVIDER agrees that as all services executed and all funds paid are solely for the benefit of DISTRICT's constituents, by and through the funding and maintenance of the PROVIDER's fire department, if either PROVIDER or DISTRICT receive a formal written complaint that such funds are not being used for the benefit of said constituents, a report or an audit detailing the spending of said funds may be ordered by the DISTRICT and submitted by PROVIDER prior to the execution of a subsequent agreement between the DISTRICT and PROVIDER. In the event that PROVIDER receives the formal written complaint, a copy of the complaint must be submitted to the District's Coordinator within 10 days of receipt.

PROVIDER, shall be required to provide to the District information to verify that fire runs are within CCESD boundaries.

V. TERM OF AGREEMENT/TERMINATION

The term of the Agreement shall be from October 1, 2023, through September 30, 2024. This Agreement may be terminated at will by either party sixty (60) days after the other party is sent written notice from the party desiring termination. In the event that a new agreement is not reached prior to the end of this Agreement, this Agreement will continue until either terminated as prescribed or superseded by a new agreement.

VI. ACT OF GOD EXCUSES PERFORMANCE

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

VII. LIABILITY

If a cause of action occurs due to a PROVIDER's or their employees' activities or acts, the DISTRICT will not legally defend the PROVIDER/employees, pay any legal fees, or pay any settlement costs.

VIII. WARRANTIES OR REPRESENTATIONS

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this Agreement.

IX. NOTICE

All notices to the DISTRICT shall be sent by certified or registered mail, addressed to: Cameron County Emergency Services District No. 1, 964 East Harrison Street, Brownsville, Texas 78520, or at such other address as the DISTRICT may otherwise designate. All notices to PROVIDER shall be sent certified or registered mail, addressed to: **118 E. Tyler Ave. Harlingen, Texas 78550.**

X. LAW GOVERNING/VENUE

This Agreement shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.

XI. ENTIRE AGREEMENT

This Agreement shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the **City of Harlingen**, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this ____ day of _____, 2023.

**CAMERON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF HARLINGEN

Oscar Tapia, CCESD Board President

Norma Sepulveda, Mayor

Date

Date

ATTESTED BY:

ATTESTED BY:

Tom Hushen, CCESD Consultant

Amanda Elizondo, City Secretary

Fire Zone Map

9-1-1 FIER ZONES CAMERON COUNTY, TX YR 2023

HIDALGO COUNTY

WILLACY COUNTY



Gulf of Mexico

Laguna Madre

TAMULIPAS

Fire Zone for Cameron County, TX.

- ZONE 1 - CITY OF BROWNSVILLE
- ZONE 2 - CITY OF HARLINGEN
- ZONE 3 - V.F.D. OF LOS FRESNOS
- ZONE 4 - V.F.D. OF RIO HONDO
- ZONE 5 - V.F.D. OF PORT ISABEL
- ZONE 6 - CITY OF SOUTH PADRE ISLAND
- ZONE 7 - V.F.D. OF SANTA ROSA
- ZONE 8 - V.F.D. OF LA FERIA
- ZONE 9 - CITY OF SAN BENITO
- ZONE 10 - V.F.D. OF ARROYO CITY
- FIRE STATIONS

2.5 1.25 0 2.5 5 7.5 10 Miles

**CAMERON COUNTY,
TEXAS**

County Commissioners

County Judge	Eddie Trevino, Jr.
County Commissioner Pct. 1	Sofia C. Benavides
County Commissioner Pct. 2	Joey Lopez
County Commissioner Pct. 3	David A. Garza
County Commissioner Pct. 4	Gustavo C. Ruiz



Exhibit A

(To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD- PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

A. FIRES

1. Structure Fire
2. Grass Fire
3. Vehicle Fire
4. Utility Pole Fire
5. Tree Fire
6. Trash Fire
7. Brush Fire

B. RESCUES

1. Aircraft Crash/Down
2. Drowning
3. Bee attack (rescue only)
4. Water Rescue (flood or beach) multiple rescues within the same 12hr operational period will be paid as one call
5. Heavy Rescue (building collapse, farm or industrial equipment)
6. Motor Vehicle Accident Extrication/Scene Safety

C. ENVIRONMENTAL RESPONSES

1. Motor Vehicle Accident "Spill Clean-up"
2. Gas leak/odor
3. Power lines down
4. Haz-Mat Response
5. Removal of trees on roadway

D. MISCELLANEOUS

a. Automatic Alarm Response

- i. In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call," administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.

First Responders must be certified in the State of Texas as a First Responder through DHS; First Responders must respond "within the County", and they must carry the proper insurance: one million dollars in occurrences and three million dollars in aggregate. Failure to follow these requirements will result in providers not receiving the First Responder stipend.

Exhibit B
CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
CCESD FIRE CALL REPORTING FORM (Effective October 1, 2009, revised 3/14/17)

Date: _____ Time: _____

Fire Department Name: _____

CCESD Fire Zone Assigned (By Contract) To That Fire Department: _____

Type of Call (in accordance with the Appendix to the respective CCESD Firefighting Contract, a copy of the Appendix being attached to this Form):

Category: Fires/Rescues/Environmental Responses/Miscellaneous, Mutual Aid Request (Circle one)

Number (e.g., B 6, A 2): _____

MUTUAL AID REQUESTED BY: _____ REQUESTING AGENCY'S ID#: _____

MUTUAL AID REQUESTED FROM: _____ REQUESTING AGENCY'S ID#: _____

Location of Fire/Rescue/Environmental Response/Etc. (Giving Street or similar address and CCESD Fire Zone#):

Nature of Incident: _____

Number of Apparatus/Trucks Responding (of the said Fire Department): _____

Number of Personnel Responding (of the said Fire Department): _____

Amount of Time on the Scene (of said Fire Department): _____

Call Description/Narrative: _____

Notification of Incident By (e.g., 9-1-1 or municipal dispatcher, sheriff, police, state law enforcement, federal law enforcement, EMS service, or other sources):

I hereby certify, under penalties of perjury, that (1) the information set forth in this Form is true and correct, to the best of my knowledge and belief, in all particulars, (2) this form is accompanied by the Department's standard and legally required "fire incident" report, (3) CCESD is entitled to audit and review this report (as required by CCESD), and (4) the above (i.e., claimed) fire call was within the appropriate CCESD Fire Zone for this Fire Department (which is the appropriate Fire Department to respond to that fire call).

Fire Chief Signature: _____ (Printed Name): _____ Dated: _____

Approved ☐ Denied ☐ Reason for denial follows: _____

Reviewed by: _____ Date: _____

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form). (If more space is required, use additional sheets of paper and attach the same to this Form).

**“Exhibit C”
Performance Statement**

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/ or EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
8. Provide a sufficient number of volunteer and/ or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman's and Fire Marshal's Association of Texas, or the Texas Commission on Fire Protection.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA)1901.120;
14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
15. That the City Manager of a City Fire and/or EMS Department or Volunteer Fire Department Fire Chief or his designee shall be the liaison with the District.
16. That the Fire Chief or EMS Director and/ or the President of a 501(c)(3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
19. Participate with the Cameron County Fire Marshal's Office and provide documentation when applicable for monitoring or conducting a site review.

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date set forth preceding the signatures of the parties who herein mutually agree as follows:

I.
CONTRACT

The parties to this contract are the City of Harlingen Texas, (Harlingen) a Home-Rule Municipal Corporation located in Cameron County Texas, and the City of Palm Valley Texas, (Palm Valley) a Municipal Corporation located in Cameron County Texas. Both entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et. seq, Government Code) as amended or recodified.

II.
PROVISIONS OF CONTRACT

During the terms of this agreement, The City of Harlingen, through its Fire Department, agrees to furnish fire-fighting services defined as:

1. the use of personnel and equipment to extinguish and suppress fires
2. to handle hazardous material incidents, and
3. confined space rescue.

For the purposes of this agreement fire fighting services do not include activities to facilitate the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents, representatives of Palm Valley, or any resident or tenant of Palm Valley who may be in need of fire-fighting services as defined by this agreement.

III.
COMPENSATION

The rate for fire-fighting services is determined from the total appraised net taxable value (Exhibit A) of all property within the City of Palm Valley at the rate of .10 cents per \$100.00 valuation. Palm Valley agrees to pay Harlingen the sum of \$153,416.06 for fiscal year 23/24 based on the 2023 Certified Net Taxable value, in quarterly installments of \$38,354.02 on the following dates: December 31st, March 31st, June 30th, and September 30th.

Palm Valley agrees to indemnify and hold harmless the City of Harlingen and all its employees and officers pursuant to the provisions of Section 791.006(a), et. seq., Gov't Code, throughout the term of this contract. Any failure of Palm Valley to pay such sums billed by Harlingen or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at Harlingen's option, and Harlingen may file suit for any unpaid sums due in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Palm Valley during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV.
OBLIGATION TO RESPOND

Palm Valley acknowledges that Harlingen is not obligated to respond to fire calls in the vicinity of but outside the city limits of Palm Valley.

V.
TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2023, and ending September 30, 2024.

VI.
TERMINATION OF RENEWAL

This Agreement shall be for an initial term of one (1) year and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the total appraised net taxable value as agreed to among the parties, unless terminated as herein provided.

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 sixty (60) days in advance of the effective date of the termination.

Should Palm Valley intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2023. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Palm Valley expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Palm Valley time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Palm Valley shall pay Harlingen the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

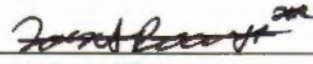
In the event that either party shall be prevented from completing performance of their respective obligations by natural disasters like hurricanes, floods, earthquakes, and other similar events to include war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, disease or medical epidemics or outbreaks, or any other occurrence which is beyond the control of the parties hereto; then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Palm Valley and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the 17th day of October 2023.

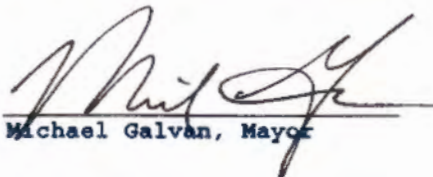
CITY OF HARLINGEN, TEXAS

BY _____
Norma Sepulveda, Mayor

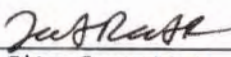
ATTEST:


City Secretary

CITY OF PALM VALLEY, TEXAS

BY 
Michael Galvan, Mayor

ATTEST:


City Secretary

8/15/2023
4852-9006-3050, v. 1



	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (735)	(Count) (24)	(Count) (759)
Land HS Value	35,737,979	835,741	36,573,720
Land NHS Value	5,144,104	89,091	5,233,195
Ag Land Market Value	0	0	0
Total Land Value	40,882,083	924,832	41,806,915
Improvement HS Value	117,044,244	3,119,359	120,163,603
Improvement NHS Value	14,130,757	603,427	14,734,184
Total Improvement	131,175,001	3,722,786	134,897,787
Market Value	172,057,084	4,647,618	176,704,702
BUSINESS PERSONAL PROPERTY	(56)	(0)	(56)
Market Value	5,545,051	0	5,545,051
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (791)	(Total Count) (24)	(Total Count) (815)
TOTAL MARKET	177,602,135	4,647,618	182,249,753
Ag Land Market Value	0	0	0
Ag Use	0	0	0
Ag Loss (-)	0	0	0
APPRAISED VALUE	177,602,135	4,647,618	182,249,753
	97.4%	2.6%	100.0%
HS CAP Limitation Value (-)	22,445,978	669,640	23,115,618
NET APPRAISED VALUE	155,156,157	3,977,978	159,134,135
Total Exemption Amount	5,718,071	0	5,718,071
NET TAXABLE	149,438,086	3,977,978	153,416,064
TAX LIMIT/FREEZE ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (I&S)	149,438,086	3,977,978	153,416,064
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	149,438,086	3,977,978	153,416,064

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
\$790,803.05 = 153,416,064 * 0.515463 / 100)

CONTRACT CITY	NET TAXABLE	Per \$100.00 Valuation	X 10%	PER QTR.
PALM VALLEY	\$ 153,416,064.00	\$ 1,534,160.64	\$ 153,416.06	\$ 38,354.02

THE STATE OF TEXAS

COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date set forth preceding the signatures of the parties who herein mutually agree as follows:

I.
CONTRACT

The parties to this contract are the City of Harlingen Texas, (Harlingen) a Home-Rule Municipal Corporation located in Cameron County Texas, and the City of Primera Texas, (Primera) a Municipal Corporation located in Cameron County Texas. Both entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et. seq, Government Code) as amended or recodified.

II.
PROVISIONS OF CONTRACT

During the terms of this agreement, The City of Harlingen, through its Fire Department, agrees to furnish fire-fighting services defined as:

1. the use of personnel and equipment to extinguish and suppress fires
2. to handle hazardous material incidents, and
3. confined space rescue.

For the purposes of this agreement fire fighting services do not include activities to facilitate the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents, representatives of Primera, or any resident or tenant of Primera who may be in need of fire-fighting services as defined by this agreement.

III.
COMPENSATION

The rate for fire-fighting services is determined from the total appraised net taxable value (Exhibit A) of all property within the City of Primera at the rate of .10 cents per \$100.00 valuation. Primera agrees to pay Harlingen the sum of \$236,327.65 for fiscal year 23/24 based on the 2023 Certified Net Taxable value, in quarterly installments of \$59,081.91 on the following dates: December 31st, March 31st, June 30th, and September 30th.

Primera agrees to indemnify and hold harmless the City of Harlingen and all its employees and officers pursuant to the provisions of Section 791.006(a), et. seq., Gov't Code, throughout the term of this contract. Any failure of Primera to pay such sums billed by Harlingen or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at Harlingen's option, and Harlingen may file suit for any unpaid sums due in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Primera during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV.
OBLIGATION TO RESPOND

Primera acknowledges that Harlingen is not obligated to respond to fire calls in the vicinity of but outside the city limits of Primera.

V.
TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2023, and ending September 30, 2024.

VI.
TERMINATION OF RENEWAL

This Agreement shall be for an initial term of one (1) year and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the total appraised net taxable value as agreed to among the parties, unless terminated as herein provided.

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 sixty (60) days in advance of the effective date of the termination.

Should Primera intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2023. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Primera expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Primera time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Primera shall pay Harlingen the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

In the event that either party shall be prevented from completing performance of their respective obligations by natural disasters like hurricanes, floods, earthquakes, and other similar events to include war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, disease or medical epidemics or outbreaks, or any other occurrence which is beyond the control of the parties hereto; then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Primera and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the _____ day of _____ 2023.

CITY OF HARLINGEN, TEXAS

BY _____
Norma Sepulveda, Mayor

ATTEST:

City Secretary

CITY OF PRIMERA, TEXAS

ATTEST:

BY R. Dave Kusch
R. Dave Kusch, Mayor

City Manager

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (2,181)	(Count) (83)	(Count) (2,264)
Land HS Value	30,398,571	1,183,299	31,581,870
Land NHS Value	19,047,832	907,606	19,955,438
Ag Land Market Value	4,545,353	127,208	4,672,561
Total Land Value	53,991,756	2,218,113	56,209,869
Improvement HS Value	195,454,523	7,076,201	202,530,724
Improvement NHS Value	43,605,001	1,654,457	45,259,458
Total Improvement	239,059,524	8,730,658	247,790,182
Market Value	293,051,280	10,948,771	304,000,051
BUSINESS PERSONAL PROPERTY	(56)	(1)	(57)
Market Value	5,437,158	1,701	5,438,859
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (2,237)	(Total Count) (84)	(Total Count) (2,321)
TOTAL MARKET	298,488,438	10,950,472	309,438,910
Ag Land Market Value	4,545,353	127,208	4,672,561
Ag Use	204,868	2,383	207,251
Ag Loss (-)	4,340,485	124,825	4,465,310
APPRAISED VALUE	294,147,953	10,825,647	304,973,600
	96.5%	3.5%	100.0%
HS CAP Limitation Value (-)	48,906,009	2,096,490	51,002,499
NET APPRAISED VALUE	245,241,944	8,729,157	253,971,101
Total Exemption Amount	17,408,452	235,000	17,643,452
NET TAXABLE	227,833,492	8,494,157	236,327,649
TAX LIMIT/FREEZE ADJUSTMENT	119,665	0	119,665
LIMIT ADJ TAXABLE (I&S)	227,713,827	8,494,157	236,207,984
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	227,713,827	8,494,157	236,207,984

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$1,559,325.29 = 236,207,984 * 0.660000 / 100 + \$352.6

CONTRACT CITY	NET TAXABLE	Per \$100.00 Valuation	X 10%	PER QTR.
PRIMERA	\$ 236,327,649.00	\$ 2,363,276.49	\$ 236,327.65	\$ 59,081.91

THE STATE OF TEXAS

COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date set forth preceding the signatures of the parties who herein mutually agree as follows:

I.
CONTRACT

The parties to this contract are the City of Harlingen Texas, (Harlingen) a Home-Rule Municipal Corporation located in Cameron County Texas, and the City of Combes Texas, (Combes) a Municipal Corporation located in Cameron County Texas. Both entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et. seq, Government Code) as amended or recodified.

II.
PROVISIONS OF CONTRACT

During the terms of this agreement, The City of Harlingen, through its Fire Department, agrees to furnish fire-fighting services defined as:

1. the use of personnel and equipment to extinguish and suppress fires
2. to handle hazardous material incidents, and
3. confined space rescue.

For the purposes of this agreement fire fighting services do not include activities to facilitate the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents, representatives of Combes, or any resident or tenant of Combes who may be in need of fire-fighting services as defined by this agreement.

III.
COMPENSATION

The rate for fire-fighting services is determined from the total appraised net taxable value (Exhibit A) of all property within the City of Combes at the rate of .10 cents per \$100.00 valuation. Combes agrees to pay Harlingen the sum of \$145,204.78 for fiscal year 23/24 based on the 2023 Certified Net Taxable value, in quarterly installments of \$36,301.20 on the following dates: December 31st, March 31st, June 30th, and September 30th.

Combes agrees to indemnify and hold harmless the City of Harlingen and all its employees and officers pursuant to the provisions of Section 791.006(a), et. seq., Gov't Code, throughout the term of this contract. Any failure of Combes to pay such sums billed by Harlingen or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at Harlingen's option, and Harlingen may file suit for any unpaid sums due in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Combes during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV.
OBLIGATION TO RESPOND

Combes acknowledges that Harlingen is not obligated to respond to fire calls in the vicinity of but outside the city limits of Combes.

V.
TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2023, and ending September 30, 2024.

VI.
TERMINATION OF RENEWAL

This Agreement shall be for an initial term of one (1) year and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the total appraised net taxable value as agreed to among the parties, unless terminated as herein provided.

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 sixty (60) days in advance of the effective date of the termination.

Should Combes intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2023. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Combes expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Combes time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Combes shall pay Harlingen the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

In the event that either party shall be prevented from completing performance of their respective obligations by natural disasters like hurricanes, floods, earthquakes, and other similar events to include war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, disease or medical epidemics or outbreaks, or any other occurrence which is beyond the control of the parties hereto; then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Combes and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the 25th day of September 2023.

CITY OF HARLINGEN, TEXAS

BY _____
Norma Sepulveda, Mayor

ATTEST:

City Secretary

CITY OF COMBES, TEXAS

ATTEST:


City Secretary

BY 
Silvestre Garcia, Mayor

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (1,782)	(Count) (85)	(Count) (1,867)
Land HS Value	22,387,245	1,412,008	23,799,253
Land NHS Value	20,174,846	991,413	21,166,259
Ag Land Market Value	5,302,220	0	5,302,220
Total Land Value	47,864,311	2,403,421	50,267,732
Improvement HS Value	92,655,075	4,880,004	97,535,079
Improvement NHS Value	27,911,488	556,047	28,467,535
Total Improvement	120,566,563	5,436,051	126,002,614
Market Value	168,430,874	7,839,472	176,270,346
BUSINESS PERSONAL PROPERTY	(89)	(2)	(91)
Market Value	14,563,344	15,353	14,578,697
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (1,871)	(Total Count) (87)	(Total Count) (1,958)
TOTAL MARKET	182,994,218	7,854,825	190,849,043
Ag Land Market Value	5,302,220	0	5,302,220
Ag Use	226,000	0	226,000
Ag Loss (-)	5,076,220	0	5,076,220
APPRAISED VALUE	177,917,998	7,854,825	185,772,823
	95.8%	4.2%	100.0%
HS CAP Limitation Value (-)	27,716,731	1,477,310	29,194,041
NET APPRAISED VALUE	150,201,267	6,377,515	156,578,782
Total Exemption Amount	11,273,998	100,000	11,373,998
NET TAXABLE	138,927,269	6,277,515	145,204,784
TAX LIMIT/FREEZE ADJUSTMENT	17,549,033	886,362	18,435,395
LIMIT ADJ TAXABLE (I&S)	121,378,236	5,391,153	126,769,389
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	121,378,236	5,391,153	126,769,389

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$1,068,306.05 = 126,769,389 * 0.762385 / 100 + \$101,835.24

CONTRACT CITY	NET TAXABLE	Per \$100.00 Valuation	X 10%	PER QTR.
COMBES	\$ 145,204,784.00	\$ 1,452,047.84	\$ 145,204.78	\$ 36,301.20

Fire Service Contract City:	FY 23/24	FY 22/23	Increase
COMBES	\$145,204.78	\$118,303.18	\$26,901.61
PALM VALLEY	\$153,416.06	\$128,921.84	\$24,494.23
PRIMERA	\$236,327.65	\$179,448.80	\$56,878.85
CCESD No. 1	\$401,419.78	\$362,427.31	\$38,992.47
Fire Service Contract Revenue:	\$936,368.27	\$789,101.13	
Total Increase in Revenue generated by Fire Service Contracts:			\$147,267.16

City of Harlingen
Agenda Item Request Form

We, hereby request the following item to be added to the December 6, 2023, City Commission Agenda:

Consideration and possible action to approve the installation of speed humps in the following locations:

1. 1400 Block of South "J" Street and 300 Block N. of "L" Streets
2. 900 Block of South 4th Street
3. 3800/3900 Bourbon Street
4. 3800/3900 Arroyo Vista Dr.
5. Ona Ave. and Whitewing St.


Frank Morales, Commissioner Dist 4


Rene Perez, Mayor Pro-Tem Dist 4



Item # 2h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **September 30, 2023**

Agenda Item:

Investment Report for the City of Harlingen for **quarter** ending September 30, 2023, and for **year** ending September 30, 2023.

Prepared By (Print Name): Robert Rodriguez

Title: Finance Director

Signature: 

Brief Summary:

The investment report shows the total amount of cash and investment transactions in summary and detail for all City funds. The report includes types of investments, interest rates, maturity dates and portfolio composition.

Highlights:

\$74,008,796.51	Total Book Value of all City funds at September 30, 2023
887,414.56	Interest earned during quarter
3,417,601.15	Interest earned during year
79,867.65	Net Amortization/Accretion during quarter
97,812.81	Net Amortization/Accretion during year
5.095%	Weighted Average
93.4%	Cash and Investments maturing within 0-3 months
6.6%	Cash and Investments maturing within 3-6 months

The graphical summary of the City's portfolio is displayed on pages 5 - 9. The City of Harlingen manages and invests funds with three objectives, listed in order of priority: Preservation and Safety of Principal, Liquidity, and Yield. All investments comply with the Public Funds Investments Act (PIFA).

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? ☐ Yes ☐ No*

*If no, specify source of funding and amount requested:

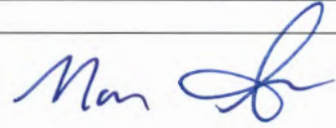
Finance Director's approval: ☒ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☒ Yes ☐ No ☐ N/A

Finance Department

INVESTMENT REPORT

JULY 1 TO SEPTEMBER 30, 2023 AND
OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

December 6, 2023

Robert Rodriguez
Finance Director



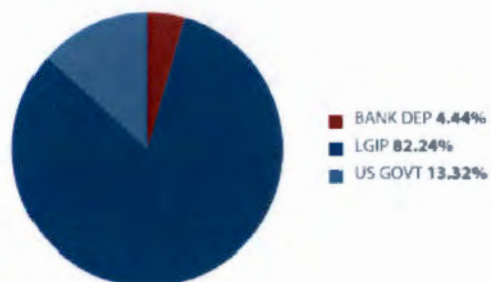
Quarterly

Portfolio Overview

Portfolio Summary

	Prior 30 Jun-23	Current 30 Sep-23
Par Value	81,621,744.41	74,148,724.15
Original Cost	81,489,668.02	73,910,983.70
Book Value	81,507,613.18	74,008,796.51
Market Value	81,507,919.41	73,999,911.65
Accrued Interest	0.00	13,839.29
Book Value Plus Accrued	81,507,613.18	74,022,635.79
Market Value Plus Accrued	81,507,919.41	74,013,750.94
Net Unrealized Gain/(Loss)	306.23	(8,884.86)

Asset Allocation



Income Summary

Current Period	1 Jul-23 to 30 Sep-23
Interest Income	887,414.56
Net Amortization/Accretion	79,867.65
Realized Gain/(Loss)	0.00
Net Income	967,282.20

Fiscal Year-to-Date	1 Oct-22 to 30 Sep-23
Net Income	3,515,413.95

Portfolio Characteristics

	Prior 30 Jun-23	Current 30 Sep-23
Yield to Maturity	4.914%	5.095%
Yield to Worst	4.914%	5.095%
Days to Final Maturity	11	28
Days to Effective Maturity	11	28
Duration	0.43	0.54

Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	5,000,000.00	(4,894,335.94)	(72,418.48)	(4,966,754.42)	0.00
Coupon	0.00	0.00	81,250.00	81,250.00	0.00

Annual

Portfolio Overview

Portfolio Summary

	Prior 30 Sep-22	Current 30 Sep-23
Par Value	74,676,127.89	74,148,724.15
Original Cost	74,676,127.89	73,910,983.70
Book Value	74,676,127.89	74,008,796.51
Market Value	74,676,127.89	73,999,911.65
Accrued Interest	0.00	13,839.29
Book Value Plus Accrued	74,676,127.89	74,022,635.79
Market Value Plus Accrued	74,676,127.89	74,013,750.94
Net Unrealized Gain/(Loss)	0.00	(8,984.86)

Income Summary

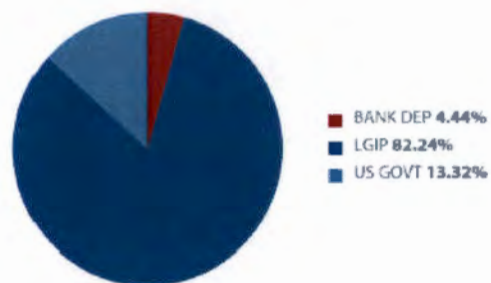
Current Period	1 Oct-22 to 30 Sep-23
Interest Income	3,417,601.15
Net Amortization/Accretion	97,812.81
Realized Gain/(Loss)	0.00
Net Income	3,515,413.95

Fiscal Year-to-Date	1 Oct-22 to 30 Sep-23
Net Income	3,515,413.95

Portfolio Characteristics

	Prior 30 Sep-22	Current 30 Sep-23
Yield to Maturity	2.295%	5.095%
Yield to Worst	2.295%	5.095%
Days to Final Maturity	1	28
Days to Effective Maturity	1	28
Duration	0.00	0.54

Asset Allocation



Transaction Summary

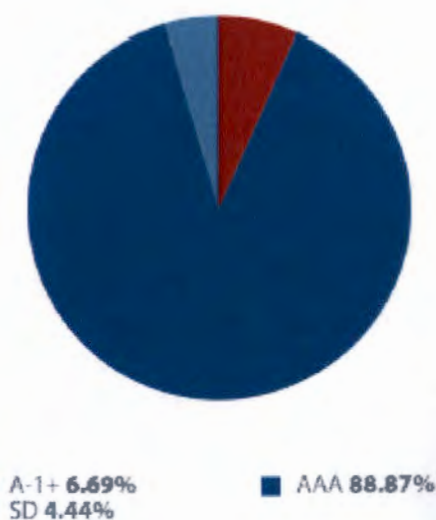
Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	10,000,000.00	(9,762,259.55)	(72,418.48)	(9,834,678.03)	0.00
Coupon	0.00	0.00	81,250.00	81,250.00	0.00

Credit Rating Summary

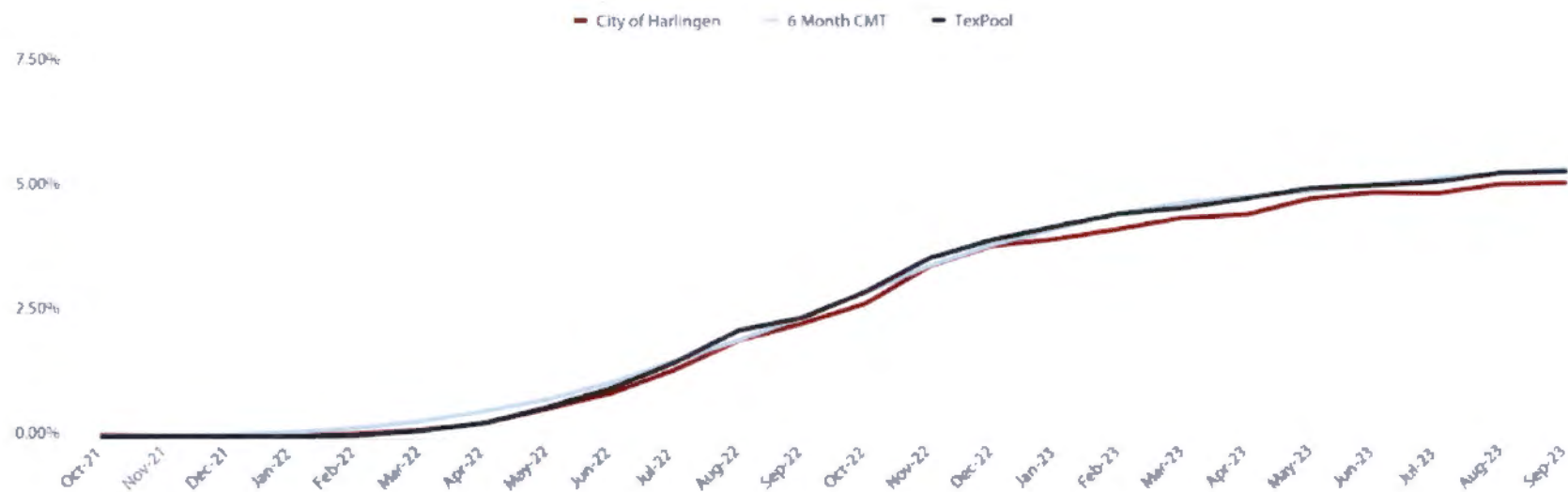
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	3,285,583.19	4.44%
Total Secured Deposits	3,285,583.19	4.44%
Local Government Investment Pools & Money Market Funds		
AAA	60,863,140.96	82.24%
Total Local Government Investment Pools & Money Market Funds	60,863,140.96	82.24%
Short Term Rating Distribution		
A-1+	4,951,906.97	6.69%
Total Short Term Rating Distribution	4,951,906.97	6.69%
Long Term Rating Distribution		
AAA	4,908,165.39	6.63%
Total Long Term Rating Distribution	4,908,165.39	6.63%
Portfolio Total	74,008,796.51	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
City of Harlingen	0.07	0.06	0.06	0.06	0.09	0.17	0.30	0.59	0.90	1.37	1.95	2.30	2.69	3.44	3.85	3.99	4.19	4.41	4.48	4.79	4.91	4.89	5.07	5.10
6 Month CMT	0.05	0.06	0.07	0.12	0.21	0.34	0.54	0.78	1.12	1.55	1.96	2.43	2.93	3.45	3.87	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38
TexPool	0.04	0.04	0.04	0.04	0.06	0.15	0.30	0.62	1.00	1.52	2.16	2.41	2.93	3.61	3.98	4.24	4.50	4.61	4.80	5.00	5.05	5.12	5.30	5.32

INVESTMENT REPORT

City of Harlingen

.....

July 1 to September 30, 2023



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Investment Management Team

Scott McIntyre

Senior Portfolio Manager

512.481.2009

Scott.McIntyre@HilltopSecurities.com

Greg Warner

Senior Portfolio Manager

512.481.2012

Greg.Warner@HilltopSecurities.com

Jodi Jones

Investment Reporting Manager

512.481.2076

Jodi.Jones@HilltopSecurities.com

Market Recap

Fed hopes for weaker economic growth and lower price pressures were dashed in September as the U.S. economy remained a little too resilient, and a sharp rise in oil prices clouded the inflation outlook.

The August employment report was a mixed bag. U.S. companies added +187k jobs, which was higher than expected, although prior month revisions were sharply lower. A surprising 736,000 Americans entered the labor force in August and a post-pandemic high of 6.2 million were reportedly seeking work. The influx of available workers pushed the unemployment rate up three-tenths to 3.8%, and the participation rate up to its highest point since the pandemic began.

On the inflation front, OPEC+ production cuts and a reluctance by U.S. producers to commit the capital required to ramp up production to fill the gap sent WTI crude oil prices from just under \$83 per barrel at the beginning of the month to \$94 four weeks later. The increase was a major contributor to the August inflation readings. Headline CPI rose +0.6% in August, the largest increase in 14 months. The energy component, reflecting the jump in oil prices, was up +5.6% in August after a +0.1% gain in July. Within the energy category, gasoline jumped +10.6%, contributing over half of the headline CPI gain for the month. Core CPI (excluding food and energy) rose +0.3%, the first uptick since February. On a year-over-year basis, overall CPI was up +3.7%, slightly above forecast and higher for the second straight month following 13 months of steady decline. Core consumer inflation retreated from a +4.7% annual pace to a still-too-high +4.3%, exactly matching expectations. There was, however, some good news in the report as combined owners' equivalent rent and rent of primary residence rose by just +0.4%, the smallest increase since December 2021. Housing costs (which fall into the service category) continue to be a primary driver of core inflation. When housing is excluded, core CPI was up just +2.2% year-over-year.

Retail sales rose +0.6% in August, well above the +0.1% median forecast, but the headline was stronger than the underlying details. Only 9 of 18 spending categories indicated growth, but gas station sales (due to higher gasoline prices) surged +5.2%, more than

enough to drive the headline higher.

As expected, Fed officials voted unanimously at the September 20th FOMC meeting to hold the overnight rate target steady. In the post-meeting press conference, Chairman Jay Powell said the pause should not suggest the Fed is done raising rates, though he went on to say the committee *will proceed carefully in deciding whether another hike will be necessary*. What wasn't expected was the rather hawkish outlook for 2024 and 2025. The first dot plot since the June FOMC meeting showed one more rate hike this year and a much slower pace of rate cuts over the next two years. The ending rate target for each of the next two years were 50 basis points higher than the June dot plot, with the overnight funds target at the end of 2024 rising from 4.625% to 5.125%, and from 3.375% to 3.875% at the end of 2025. This was consistent with the higher-for-longer narrative Fed officials have been emphasizing for months. The longer-term neutral rate was unchanged at 2.50%. At this point in time, it's just expected to take longer to get there.

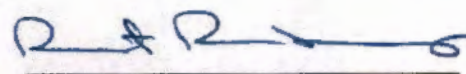
Yields rose during the month of September and were up sharply over the quarter, with much of the increase occurring at the long end of the curve, as investors factored-in the heightened possibility that inflation could linger, and rate cuts would likely be delayed. Two-year Treasury notes reached cycle highs just below 5.20% during the month before settling at 5.04%, up 18bps during the month. The 10-year T-note rose 46bps in September and 73bps for the quarter, closing at 4.57%, the highest level since 2007.

Investment Officers' Certification

This report is prepared for the City of Harlingen (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers


Finance Director

Portfolio Overview

Portfolio Summary

	Prior 30 Jun-23	Current 30 Sep-23
Par Value	81,621,744.41	74,148,724.15
Original Cost	81,489,668.02	73,910,983.70
Book Value	81,507,613.18	74,008,796.51
Market Value	81,507,919.41	73,999,911.65
Accrued Interest	0.00	13,839.29
Book Value Plus Accrued	81,507,613.18	74,022,635.79
Market Value Plus Accrued	81,507,919.41	74,013,750.94
Net Unrealized Gain/(Loss)	306.23	(8,884.86)

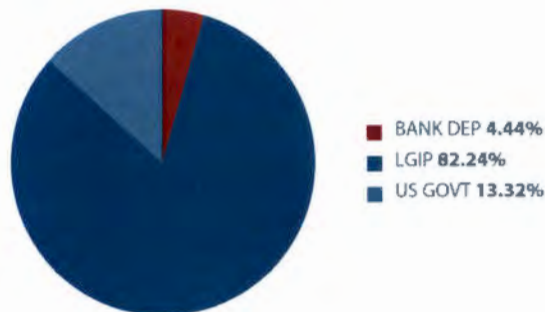
Income Summary

Current Period	1 Jul-23 to 30 Sep-23
Interest Income	887,414.56
Net Amortization/Accretion	79,867.65
Realized Gain/(Loss)	0.00
Net Income	967,282.20
Fiscal Year-to-Date	1 Oct-22 to 30 Sep-23
Net Income	3,515,413.95

Portfolio Characteristics

	Prior 30 Jun-23	Current 30 Sep-23
Yield to Maturity	4.914%	5.095%
Yield to Worst	4.914%	5.095%
Days to Final Maturity	11	28
Days to Effective Maturity	11	28
Duration	0.43	0.54

Asset Allocation

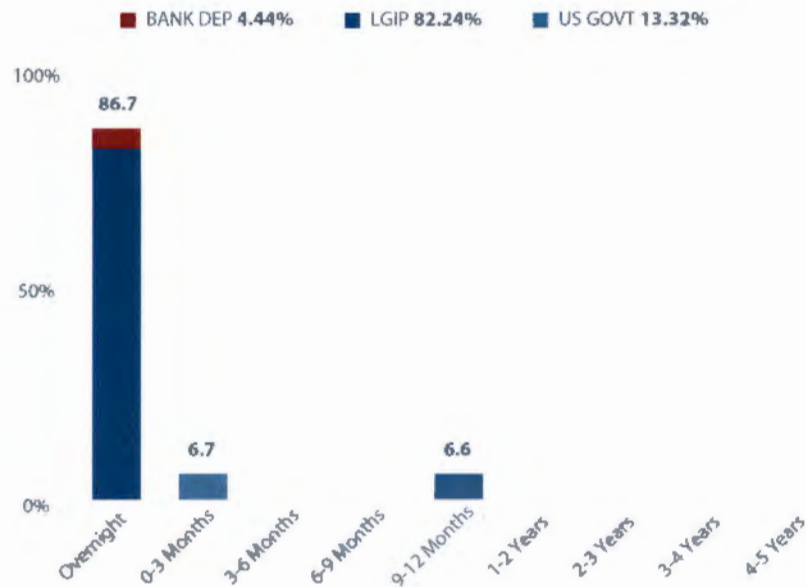


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	5,000,000.00	(4,894,335.94)	(72,418.48)	(4,966,754.42)	0.00
Coupon	0.00	0.00	81,250.00	81,250.00	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

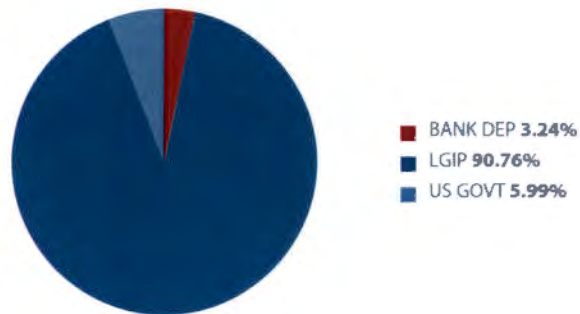
Issuer	Allocation
TEXPOOL	82.24%
United States Department of The Treasury	13.32%
FROST	4.44%

Maturity Distribution by Security Type

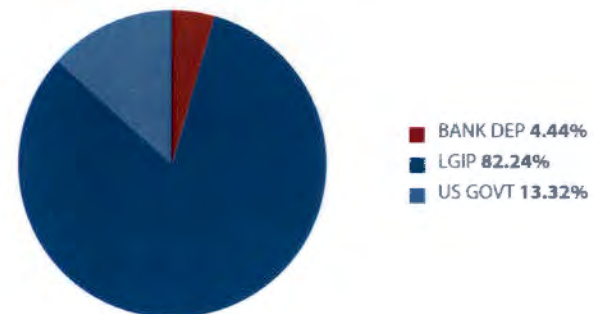
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	3,285,583.19	—	—	—	—	—	—	—	—	3,285,583.19
LGIP	60,863,140.96	—	—	—	—	—	—	—	—	60,863,140.96
US GOVT	—	4,951,906.97	—	—	4,908,165.39	—	—	—	—	9,860,072.36
Total	64,148,724.15	4,951,906.97	—	—	4,908,165.39	—	—	—	—	74,008,796.51

Asset Allocation

Asset Allocation by Security Type as of
30-Jun-2023



Asset Allocation by Security Type as of
30-Sep-2023



Book Value Basis Security Distribution

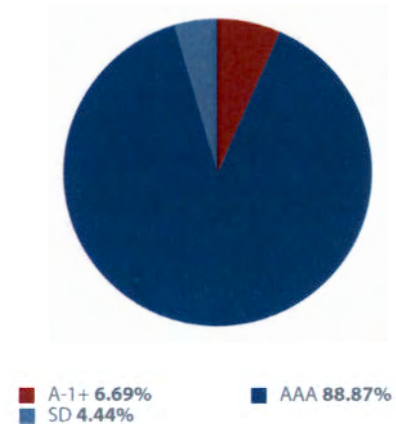
Security Type	Prior Balance 30-Jun-23	Prior Allocation 30-Jun-23	Change in Allocation	Current Balance 30-Sep-23	Current Allocation 30-Sep-23	Yield to Maturity
BANK DEP	2,644,319.20	3.24%	1.20%	3,285,583.19	4.44%	0.069%
LGIP	73,977,425.21	90.76%	(8.52%)	60,863,140.96	82.24%	5.322%
US GOVT	4,885,868.77	5.99%	7.33%	9,860,072.36	13.32%	5.366%
Portfolio Total	81,507,613.18	100.00%		74,008,796.51	100.00%	5.095%

Credit Rating Summary

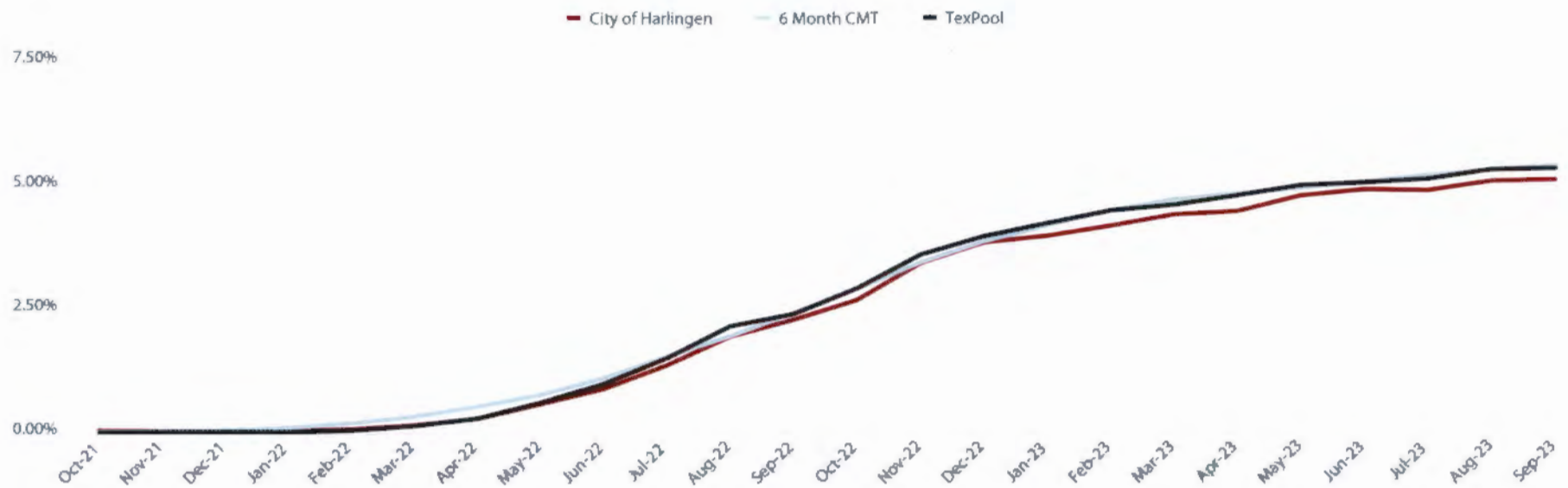
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	3,285,583.19	4.44%
Total Secured Deposits	3,285,583.19	4.44%
Local Government Investment Pools & Money Market Funds		
AAA	60,863,140.96	82.24%
Total Local Government Investment Pools & Money Market Funds	60,863,140.96	82.24%
Short Term Rating Distribution		
A-1+	4,951,906.97	6.69%
Total Short Term Rating Distribution	4,951,906.97	6.69%
Long Term Rating Distribution		
AAA	4,908,165.39	6.63%
Total Long Term Rating Distribution	4,908,165.39	6.63%
Portfolio Total	74,008,796.51	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
City of Harlingen	0.07	0.06	0.06	0.06	0.09	0.17	0.30	0.59	0.90	1.37	1.95	2.30	2.69	3.44	3.85	3.99	4.19	4.41	4.48	4.79	4.91	4.89	5.07	5.10
6 Month CMT	0.05	0.06	0.07	0.12	0.21	0.34	0.54	0.78	1.12	1.55	1.96	2.43	2.93	3.45	3.87	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38
TexPool	0.04	0.04	0.04	0.04	0.06	0.15	0.30	0.62	1.00	1.52	2.16	2.41	2.93	3.61	3.98	4.24	4.50	4.61	4.80	5.00	5.05	5.12	5.30	5.32

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
City Operation Accounts	2,644,319.20	2,644,319.20	641,263.99	3,285,583.19	3,285,583.19	536.95	1	0.069%	0.069%
General Fund	78,255,331.42	78,255,637.65	(8,116,622.21)	70,147,900.30	70,139,015.44	959,210.74	29	5.328%	5.328%
Other Special Revenue Funds	607,962.56	607,962.56	(32,649.54)	575,313.02	575,313.02	7,534.51	1	5.322%	5.322%
Total	81,507,613.18	81,507,919.41	(7,508,007.76)	74,008,796.51	73,999,911.65	967,282.20	28	5.095%	5.095%

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
City Operation Accounts																		
FROST2102		BANK DEP	Frost-Consolidated Cash		09/30/23			2,128,202.40	100.000	2,128,202.40	2,128,202.40	100.000	2,128,202.40	1		0.069	0.069	SD
FROST2110		BANK DEP	Frost-Payroll		09/30/23			348,062.34	100.000	348,062.34	348,062.34	100.000	348,062.34	1		0.069	0.069	SD
FROST2129		BANK DEP	Frost-CDBG Operating		09/30/23			148,766.83	100.000	148,766.83	148,766.83	100.000	148,766.83	1		0.069	0.069	SD
FROST2137		BANK DEP	Frost-CDBG Housing Rev		09/30/23			34,666.22	100.000	34,666.22	34,666.22	100.000	34,666.22	1		0.069	0.069	SD
FROST2145		BANK DEP	Frost-CDBG Escrow		09/30/23			24,305.71	100.000	24,305.71	24,305.71	100.000	24,305.71	1		0.069	0.069	SD
FROST2153		BANK DEP	Frost-Health Ins		09/30/23			526,138.21	100.000	526,138.21	526,138.21	100.000	526,138.21	1		0.069	0.069	SD
FROST2161		BANK DEP	Frost-Cafeteria Plan		09/30/23			69,626.87	100.000	69,626.87	69,626.87	100.000	69,626.87	1		0.069	0.069	SD
FROST2617		BANK DEP	Frost-Federal Forfeiture		09/30/23			4,684.89	100.000	4,684.89	4,684.89	100.000	4,684.89	1		0.069	0.069	SD
FROST2625		BANK DEP	Frost-State Forfeiture		09/30/23			1,129.72	100.000	1,129.72	1,129.72	100.000	1,129.72	1		0.069	0.069	SD
Total City Operation Accounts								3,285,583.19		3,285,583.19	3,285,583.19		3,285,583.19	1		0.069	0.069	
General Fund																		
TEXPOOL		LGIP	TexPool		09/30/23			60,287,827.94	100.000	60,287,827.94	60,287,827.94	100.000	60,287,827.94	1		5.322	5.322	AAA
912797FT9	06/06/23	US GOVT	U.S. Treasury Bill	0.000	12/07/23			5,000,000.00	97.358	4,867,923.61	4,951,906.97	99.024	4,951,187.50	68		5.396	5.396	A-1+
91282CFG1	08/11/23	US GOVT	U.S. Treasury Note	3.250	08/31/24			5,000,000.00	97.887	4,894,335.94	4,908,165.39	98.000	4,900,000.00	336		5.336	5.336	AAA
Total General Fund								70,287,827.94		70,050,087.49	70,147,900.30		70,139,015.44	29		5.328	5.328	
Other Special Revenue Funds																		
TXPL043		LGIP	TexPool-State Forfeitures		09/30/23			134,416.34	100.000	134,416.34	134,416.34	100.000	134,416.34	1		5.322	5.322	AAA
TXPL044		LGIP	TexPool-Federal Forfeitures		09/30/23			440,896.68	100.000	440,896.68	440,896.68	100.000	440,896.68	1		5.322	5.322	AAA
Total Other Special Revenue Funds								575,313.02		575,313.02	575,313.02		575,313.02	1		5.322	5.322	
Grand Total								74,148,724.15		73,910,983.70	74,008,796.51		73,999,911.65	28		5.095	5.095	

Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
City Operation Accounts										
FROST2102	BANK DEP	Frost-Consolidated Cash	0.00	385.69	385.69	0.00	0.00	0.00	0.00	385.69
FROST2110	BANK DEP	Frost-Payroll	0.00	54.20	54.20	0.00	0.00	0.00	0.00	54.20
FROST2129	BANK DEP	Frost-CDBG Operating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FROST2137	BANK DEP	Frost-CDBG Housing Rev	0.00	5.72	5.72	0.00	0.00	0.00	0.00	5.72
FROST2145	BANK DEP	Frost-CDBG Escrow	0.00	3.99	3.99	0.00	0.00	0.00	0.00	3.99
FROST2153	BANK DEP	Frost-Health Ins	0.00	73.77	73.77	0.00	0.00	0.00	0.00	73.77
FROST2161	BANK DEP	Frost-Cafeteria Plan	0.00	11.91	11.91	0.00	0.00	0.00	0.00	11.91
FROST2617	BANK DEP	Frost-Federal Forfeiture	0.00	0.59	0.59	0.00	0.00	0.00	0.00	0.59
FROST2625	BANK DEP	Frost-State Forfeiture	0.00	1.08	1.08	0.00	0.00	0.00	0.00	1.08
Total City Operation Accounts			0.00	536.95	536.95	0.00	0.00	0.00	0.00	536.95
General Fund										
TEXPOOL	LGIP	TexPool	0.00	856,672.29	856,672.29	0.00	0.00	0.00	0.00	856,672.29
91279/F79	U.S. GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	66,038.19	0.00	66,038.19
9128X/FG7	U.S. GOVT	U.S. Treasury Note	0.00	22,670.81	81,250.00	(72,418.48)	13,839.29	13,829.45	0.00	36,500.26
Total General Fund			0.00	879,343.10	937,922.29	(72,418.48)	13,839.29	79,867.65	0.00	959,210.74
Other Special Revenue Funds										
TXPL043	LGIP	TexPool-State Forfeitures	0.00	1,554.77	1,554.77	0.00	0.00	0.00	0.00	1,554.77
TXPL044	LGIP	TexPool-Federal Forfeitures	0.00	5,979.74	5,979.74	0.00	0.00	0.00	0.00	5,979.74
Total Other Special Revenue Funds			0.00	7,534.51	7,534.51	0.00	0.00	0.00	0.00	7,534.51
Grand Total			0.00	887,414.56	945,993.75	(72,418.48)	13,839.29	79,867.65	0.00	967,282.20

Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	Realized Gain/Loss	YTM	YTW
General Fund															
Buy															
91282CFG1	08/10/23	08/11/23	US GOVT	U.S. Treasury Note	3.250	08/31/24		5,000,000.00	97.887	4,894,335.94	72,418.48	4,966,754.42	0.00	5.336	5.336
Total Buy								5,000,000.00		4,894,335.94	72,418.48	4,966,754.42	0.00		
Coupon															
91282CFG1	08/31/23	08/31/23	US GOVT	U.S. Treasury Note	3.250	08/31/24		0.00		0.00	81,250.00	81,250.00	0.00	—	—
Total Coupon								0.00		0.00	81,250.00	81,250.00	0.00		

Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	5,000,000.00	(4,894,335.94)	(72,418.48)	(4,966,754.42)	0.00	5.336	5.336
Total Coupon	0.00	0.00	81,250.00	81,250.00	0.00		

Amortization and Accretion

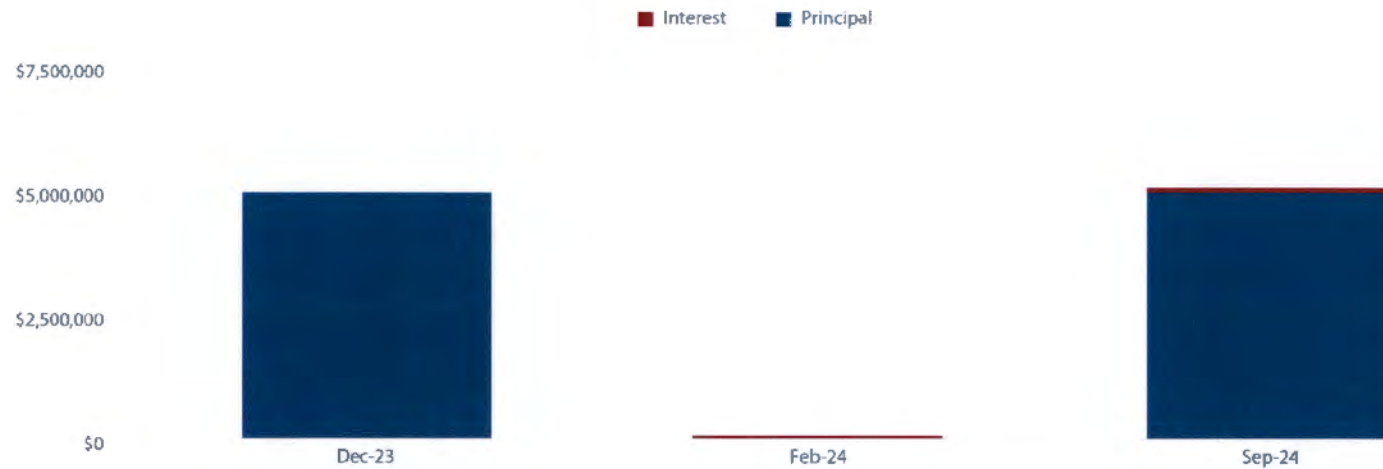
CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/Premium	Ending Book Value
General Fund										
912797ET9	06/06/23	US GOVT	U.S. Treasury Bill	5,000,000.00	97.358	4,867,923.61	66,038.19	83,983.36	(48,093.03)	4,951,906.97
912821G1	08/11/23	US GOVT	U.S. Treasury Note	5,000,000.00	97.887	4,894,335.94	13,829.45	13,829.45	(91,834.61)	4,908,155.39
Total General Fund				10,000,000.00		9,762,259.55	79,867.65	97,812.81	(139,927.64)	9,860,072.36
Grand Total				10,000,000.00		9,762,259.55	79,867.65	97,812.81	(139,927.64)	9,860,072.36

Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
General Fund					
912797FT9	U.S. Treasury Bill	12/07/23		5,000,000.00	5,000,000.00
91282CFG1	U.S. Treasury Note	02/29/24	81,250.00		81,250.00
91282CFG1	U.S. Treasury Note	09/03/24	81,250.00		81,250.00
91282CFG1	U.S. Treasury Note	09/03/24		5,000,000.00	5,000,000.00
Grand Total			162,500.00	10,000,000.00	10,162,500.00

Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
December 2023		5,000,000.00	5,000,000.00
February 2024	81,250.00		81,250.00
September 2024	81,250.00	5,000,000.00	5,081,250.00
Total	162,500.00	10,000,000.00	10,162,500.00



Disclosures & Disclaimers

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Investing in fixed income securities involves interest rate risk, credit risk, and inflation risk. Interest rate risk is the possibility that bond prices will decrease because of an interest rate increase. When interest rates rise, bond prices and the values of fixed income securities fall. When interest rates fall, bond prices and the values of fixed income securities rise. Credit risk is the risk that a company will not be able to pay its debts, including the interest on its bonds. Inflation risk is the possibility that the interest paid on an investment in bonds will be lower than the inflation rate, decreasing purchasing power.

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Investing in stock securities involves volatility risk, market risk, business risk, and industry risk. The prices of most stocks fluctuate. Volatility risk is the chance that the value of a stock will fall. Market risk is the chance that the prices of all stocks will fall due to conditions in the economic environment. Business risk is the chance that a specific company's stock will fall because of issues affecting it. Industry risk is the chance that a set of factors particular to an industry group will adversely affect stock prices within the industry.

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INVESTMENT REPORT

City of Harlingen

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October 1 to September 30, 2023



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Investment Management Team

Scott McIntyre

Senior Portfolio Manager

512.481.2009

Scott.McIntyre@HilltopSecurities.com

Greg Warner

Senior Portfolio Manager

512.481.2012

Greg.Warner@HilltopSecurities.com

Jodi Jones

Investment Reporting Manager

512.481.2076

Jodi.Jones@HilltopSecurities.com

Market Recap

Fed hopes for weaker economic growth and lower price pressures were dashed in September as the U.S. economy remained a little too resilient, and a sharp rise in oil prices clouded the inflation outlook.

The August employment report was a mixed bag. U.S. companies added +187k jobs, which was higher than expected, although prior month revisions were sharply lower. A surprising 736,000 Americans entered the labor force in August and a post-pandemic high of 6.2 million were reportedly seeking work. The influx of available workers pushed the unemployment rate up three-tenths to 3.8%, and the participation rate up to its highest point since the pandemic began.

On the inflation front, OPEC+ production cuts and a reluctance by U.S. producers to commit the capital required to ramp up production to fill the gap sent WTI crude oil prices from just under \$83 per barrel at the beginning of the month to \$94 four weeks later. The increase was a major contributor to the August inflation readings. Headline CPI rose +0.6% in August, the largest increase in 14 months. The energy component, reflecting the jump in oil prices, was up +5.6% in August after a +0.1% gain in July. Within the energy category, gasoline jumped +10.6%, contributing over half of the headline CPI gain for the month. Core CPI (excluding food and energy) rose +0.3%, the first uptick since February. On a year-over-year basis, overall CPI was up +3.7%, slightly above forecast and higher for the second straight month following 13 months of steady decline. Core consumer inflation retreated from a +4.7% annual pace to a still-too-high +4.3%, exactly matching expectations. There was, however, some good news in the report as combined owners' equivalent rent and rent of primary residence rose by just +0.4%, the smallest increase since December 2021. Housing costs (which fall into the service category) continue to be a primary driver of core inflation. When housing is excluded, core CPI was up just +2.2% year-over-year.

Retail sales rose +0.6% in August, well above the +0.1% median forecast, but the headline was stronger than the underlying details. Only 9 of 18 spending categories indicated growth, but gas station sales (due to higher gasoline prices) surged +5.2%, more than

enough to drive the headline higher.

As expected, Fed officials voted unanimously at the September 20th FOMC meeting to hold the overnight rate target steady. In the post-meeting press conference, Chairman Jay Powell said the pause should not suggest the Fed is done raising rates, though he went on to say the committee *will proceed carefully in deciding whether another hike will be necessary*. What wasn't expected was the rather hawkish outlook for 2024 and 2025. The first dot plot since the June FOMC meeting showed one more rate hike this year and a much slower pace of rate cuts over the next two years. The ending rate target for each of the next two years were 50 basis points higher than the June dot plot, with the overnight funds target at the end of 2024 rising from 4.625% to 5.125%, and from 3.375% to 3.875% at the end of 2025. This was consistent with the higher-for-longer narrative Fed officials have been emphasizing for months. The longer-term neutral rate was unchanged at 2.50%. At this point in time, it's just expected to take longer to get there.

Yields rose during the month of September and were up sharply over the quarter, with much of the increase occurring at the long end of the curve, as investors factored-in the heightened possibility that inflation could linger, and rate cuts would likely be delayed. Two-year Treasury notes reached cycle highs just below 5.20% during the month before settling at 5.04%, up 18bps during the month. The 10-year T-note rose 46bps in September and 73bps for the quarter, closing at 4.57%, the highest level since 2007.

Investment Officers' Certification

This report is prepared for the City of Harlingen (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers


Finance Director

Portfolio Overview

Portfolio Summary

	Prior 30 Sep-22	Current 30 Sep-23
Par Value	74,676,127.89	74,148,724.15
Original Cost	74,676,127.89	73,910,983.70
Book Value	74,676,127.89	74,008,796.51
Market Value	74,676,127.89	73,999,911.65
Accrued Interest	0.00	13,839.29
Book Value Plus Accrued	74,676,127.89	74,022,635.79
Market Value Plus Accrued	74,676,127.89	74,013,750.94
Net Unrealized Gain/(Loss)	0.00	(8,884.86)

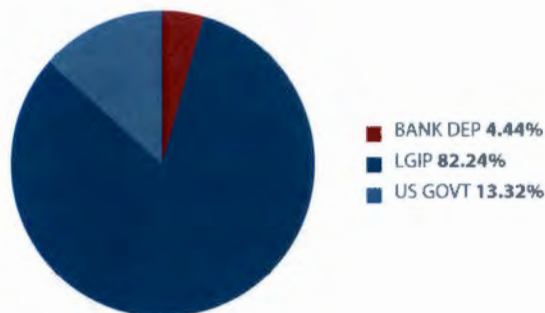
Income Summary

Current Period	1 Oct-22 to 30 Sep-23
Interest Income	3,417,601.15
Net Amortization/Accretion	97,812.81
Realized Gain/(Loss)	0.00
Net Income	3,515,413.95
Fiscal Year-to-Date	1 Oct-22 to 30 Sep-23
Net Income	3,515,413.95

Portfolio Characteristics

	Prior 30 Sep-22	Current 30 Sep-23
Yield to Maturity	2.295%	5.095%
Yield to Worst	2.295%	5.095%
Days to Final Maturity	1	28
Days to Effective Maturity	1	28
Duration	0.00	0.54

Asset Allocation

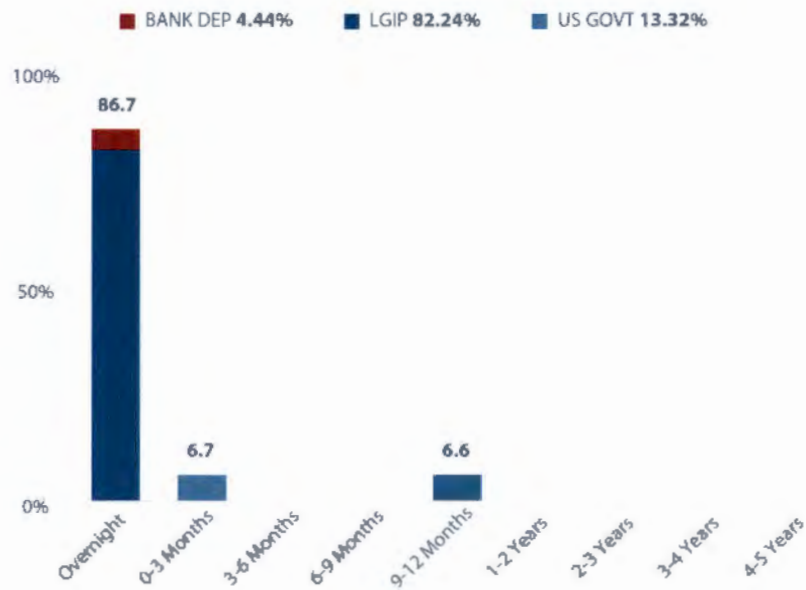


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	10,000,000.00	(9,762,259.55)	(72,418.48)	(9,834,678.03)	0.00
Coupon	0.00	0.00	81,250.00	81,250.00	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

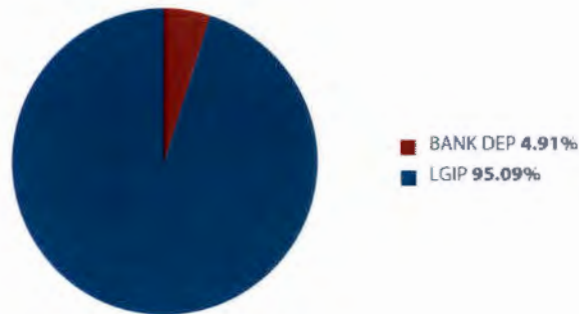
Issuer	Allocation
TEXPOOL	82.24%
United States Department of The Treasury	13.32%
FROST	4.44%

Maturity Distribution by Security Type

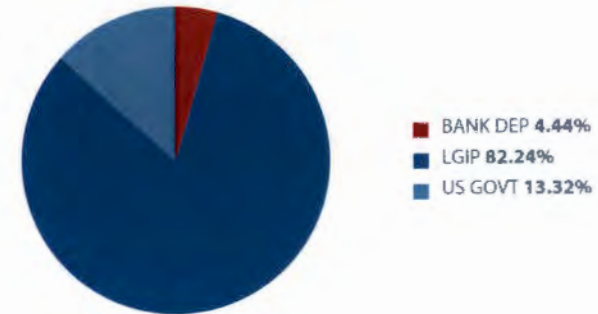
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	3,285,583.19	—	—	—	—	—	—	—	—	3,285,583.19
LGIP	60,863,140.96	—	—	—	—	—	—	—	—	60,863,140.96
US GOVT	—	4,951,906.97	—	—	4,908,165.39	—	—	—	—	9,860,072.36
Total	64,148,724.15	4,951,906.97	—	—	4,908,165.39	—	—	—	—	74,008,796.51

Asset Allocation

Asset Allocation by Security Type as of
30-Sep-2022



Asset Allocation by Security Type as of
30-Sep-2023



Book Value Basis Security Distribution

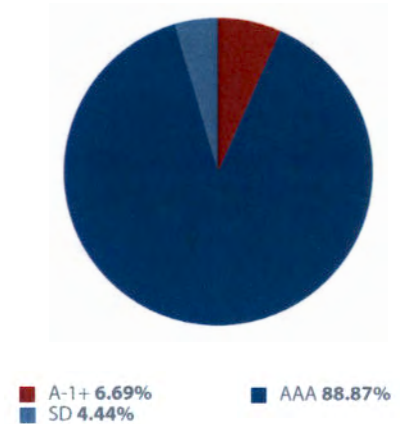
Security Type	Prior Balance 30-Sep-22	Prior Allocation 30-Sep-22	Change in Allocation	Current Balance 30-Sep-23	Current Allocation 30-Sep-23	Yield to Maturity
BANK DEP	3,667,392.76	4.91%	(0.47%)	3,285,583.19	4.44%	0.069%
LGIP	71,008,735.13	95.09%	(12.85%)	60,863,140.96	82.24%	5.322%
US GOVT	0.00	0.00%	13.32%	9,860,072.36	13.32%	5.366%
Portfolio Total	74,676,127.89	100.00%		74,008,796.51	100.00%	5.095%

Credit Rating Summary

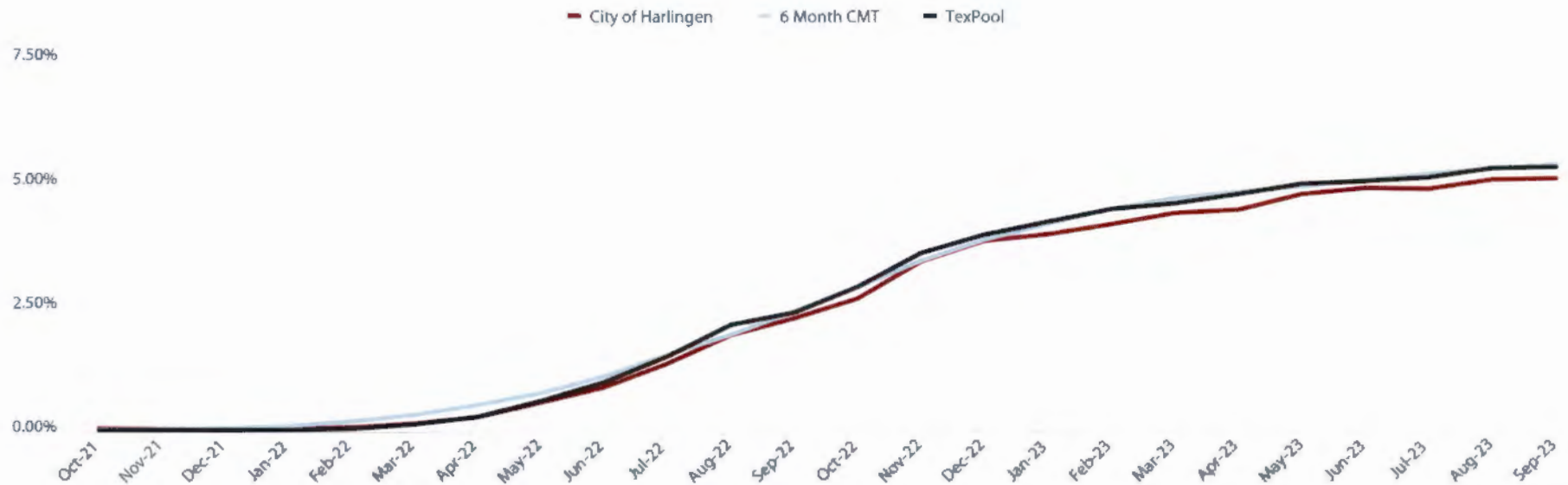
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	3,285,583.19	4.44%
Total Secured Deposits	3,285,583.19	4.44%
Local Government Investment Pools & Money Market Funds		
AAA	60,863,140.96	82.24%
Total Local Government Investment Pools & Money Market Funds	60,863,140.96	82.24%
Short Term Rating Distribution		
A-1+	4,951,906.97	6.69%
Total Short Term Rating Distribution	4,951,906.97	6.69%
Long Term Rating Distribution		
AAA	4,908,165.39	6.63%
Total Long Term Rating Distribution	4,908,165.39	6.63%
Portfolio Total	74,008,796.51	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
City of Harlingen	0.07	0.06	0.06	0.06	0.09	0.17	0.30	0.59	0.90	1.37	1.95	2.30	2.69	3.44	3.85	3.99	4.19	4.41	4.48	4.79	4.91	4.89	5.07	5.10
6 Month CMT	0.05	0.06	0.07	0.12	0.21	0.34	0.54	0.78	1.12	1.55	1.96	2.43	2.93	3.45	3.87	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38
TexPool	0.04	0.04	0.04	0.04	0.06	0.15	0.30	0.62	1.00	1.52	2.16	2.41	2.93	3.61	3.98	4.24	4.50	4.61	4.80	5.00	5.05	5.12	5.30	5.32

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
Capital Improvement Funds	3,328,014.15	3,328,014.15	(3,328,014.15)	0.00	0.00	0.00			
City Operation Accounts	3,667,392.76	3,667,392.76	(381,809.57)	3,285,583.19	3,285,583.19	3,411.11	1	0.069%	0.069%
Debt Service	930,608.14	930,608.14	(930,608.14)	0.00	0.00	0.00			
Enterprise Funds	12,013,535.32	12,013,535.32	(12,013,535.32)	0.00	0.00	0.00			
General Fund	49,472,372.70	49,472,372.70	20,666,642.74	70,147,900.30	70,139,015.44	3,487,089.02	29	5.328%	5.328%
Other Special Revenue Funds	5,264,204.82	5,264,204.82	(4,688,891.80)	575,313.02	575,313.02	24,913.82	1	5.322%	5.322%
Total	74,676,127.89	74,676,127.89	(676,216.24)	74,008,796.51	73,999,911.65	3,515,413.95	28	5.095%	5.095%

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
City Operation Accounts																		
FROST2102		BANK DEP	Frost-Consolidated Cash		09/30/23			2,128,202.40	100.000	2,128,202.40	2,128,202.40	100.000	2,128,202.40	1		0.069	0.069	SD
FROST2110		BANK DEP	Frost-Payroll		09/30/23			348,062.34	100.000	348,062.34	348,062.34	100.000	348,062.34	1		0.069	0.069	SD
FROST2129		BANK DEP	Frost-CDBG Operating		09/30/23			148,766.83	100.000	148,766.83	148,766.83	100.000	148,766.83	1		0.069	0.069	SD
FROST2137		BANK DEP	Frost-CDBG Housing Rev		09/30/23			34,666.22	100.000	34,666.22	34,666.22	100.000	34,666.22	1		0.069	0.069	SD
FROST2145		BANK DEP	Frost-CDBG Escrow		09/30/23			24,305.71	100.000	24,305.71	24,305.71	100.000	24,305.71	1		0.069	0.069	SD
FROST2153		BANK DEP	Frost-Health Ins		09/30/23			526,138.21	100.000	526,138.21	526,138.21	100.000	526,138.21	1		0.069	0.069	SD
FROST2161		BANK DEP	Frost-Cafeteria Plan		09/30/23			69,626.87	100.000	69,626.87	69,626.87	100.000	69,626.87	1		0.069	0.069	SD
FROST2617		BANK DEP	Frost-Federal Forfeiture		09/30/23			4,684.89	100.000	4,684.89	4,684.89	100.000	4,684.89	1		0.069	0.069	SD
FROST2625		BANK DEP	Frost-State Forfeiture		09/30/23			1,129.72	100.000	1,129.72	1,129.72	100.000	1,129.72	1		0.069	0.069	SD
Total City Operation Accounts								3,285,583.19		3,285,583.19	3,285,583.19		3,285,583.19	1		0.069	0.069	
General Fund																		
TEXPOOL		LGIP	TexPool		09/30/23			60,287,827.94	100.000	60,287,827.94	60,287,827.94	100.000	60,287,827.94	1		5.322	5.322	AAA
912797FT9	06/06/23	US GOVT	U.S. Treasury Bill	0.000	12/07/23			5,000,000.00	97.358	4,867,923.61	4,951,906.97	99.024	4,951,187.50	68		5.396	5.396	A-1+
91282CFG1	08/11/23	US GOVT	U.S. Treasury Note	3.250	08/31/24			5,000,000.00	97.887	4,894,335.94	4,908,165.39	98.000	4,900,000.00	336		5.336	5.336	AAA
Total General Fund								70,287,827.94		70,050,087.49	70,147,900.30		70,139,015.44	29		5.328	5.328	
Other Special Revenue Funds																		
TXPL043		LGIP	TexPool-State Forfeitures		09/30/23			134,416.34	100.000	134,416.34	134,416.34	100.000	134,416.34	1		5.322	5.322	AAA
TXPL044		LGIP	TexPool-Federal Forfeitures		09/30/23			440,896.68	100.000	440,896.68	440,896.68	100.000	440,896.68	1		5.322	5.322	AAA
Total Other Special Revenue Funds								575,313.02		575,313.02	575,313.02		575,313.02	1		5.322	5.322	
Grand Total								74,148,724.15		73,910,983.70	74,008,796.51		73,999,911.65	28		5.095	5.095	

Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
City Operation Accounts										
FROST2102	BANK DEP	Frost-Consolidated Cash	0.00	2,622.21	2,622.21	0.00	0.00	0.00	0.00	2,622.21
FROST2110	BANK DEP	Frost-Payroll	0.00	274.63	274.63	0.00	0.00	0.00	0.00	274.63
FROST2129	BANK DEP	Frost-CDBG Operating	0.00	2.26	2.26	0.00	0.00	0.00	0.00	2.26
FROST2137	BANK DEP	Frost-CDBG Housing Rev	0.00	28.96	28.96	0.00	0.00	0.00	0.00	28.96
FROST2145	BANK DEP	Frost-CDBG Escrow	0.00	16.09	16.09	0.00	0.00	0.00	0.00	16.09
FROST2153	BANK DEP	Frost-Health Ins	0.00	400.19	400.19	0.00	0.00	0.00	0.00	400.19
FROST2161	BANK DEP	Frost-Cafeteria Plan	0.00	59.62	59.62	0.00	0.00	0.00	0.00	59.62
FROST2617	BANK DEP	Frost-Federal Forfeiture	0.00	3.23	3.23	0.00	0.00	0.00	0.00	3.23
FROST2625	BANK DEP	Frost-State Forfeiture	0.00	3.92	3.92	0.00	0.00	0.00	0.00	3.92
Total City Operation Accounts			0.00	3,411.11	3,411.11	0.00	0.00	0.00	0.00	3,411.11
General Fund										
TEXPOOL	LGIP	TexPool	0.00	3,366,605.41	3,366,605.41	0.00	0.00	0.00	0.00	3,366,605.41
912797FT9	US GOVT	U.S. Treasury Bill	0.00	0.00	0.00	0.00	0.00	83,983.36	0.00	83,983.36
91282CFG1	US GOVT	U.S. Treasury Note	0.00	22,670.81	81,250.00	(72,418.48)	13,839.29	13,829.45	0.00	36,500.26
Total General Fund			0.00	3,389,276.22	3,447,855.41	(72,418.48)	13,839.29	97,812.81	0.00	3,487,089.02
Other Special Revenue Funds										
TXPL043	LGIP	TexPool-State Forfeitures	0.00	5,336.33	5,336.33	0.00	0.00	0.00	0.00	5,336.33
TXPL044	LGIP	TexPool-Federal Forfeitures	0.00	19,577.49	19,577.49	0.00	0.00	0.00	0.00	19,577.49
Total Other Special Revenue Funds			0.00	24,913.82	24,913.82	0.00	0.00	0.00	0.00	24,913.82
Grand Total			0.00	3,417,601.15	3,476,180.34	(72,418.48)	13,839.29	97,812.81	0.00	3,515,413.95

Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	Realized Gain/Loss	YTM	YTW
General Fund															
Buy															
912797FT9	06/05/23	06/06/23	US GOVT	U.S. Treasury Bill	0.000	12/07/23		5,000,000.00	97.358	4,867,923.61	0.00	4,867,923.61	0.00	5.396	5.396
91282CFG1	08/10/23	08/11/23	US GOVT	U.S. Treasury Note	3.250	08/31/24		5,000,000.00	97.887	4,894,335.94	72,418.48	4,966,754.42	0.00	5.336	5.336
Total Buy								10,000,000.00		9,762,259.55	72,418.48	9,834,678.03	0.00		
Coupon															
91282CFG1	08/31/23	08/31/23	US GOVT	U.S. Treasury Note	3.250	08/31/24		0.00		0.00	81,250.00	81,250.00	0.00	--	--
Total Coupon								0.00		0.00	81,250.00	81,250.00	0.00		

Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	10,000,000.00	(9,762,259.55)	(72,418.48)	(9,834,678.03)	0.00	5.366	5.366
Total Coupon	0.00	0.00	81,250.00	81,250.00	0.00		

Amortization and Accretion

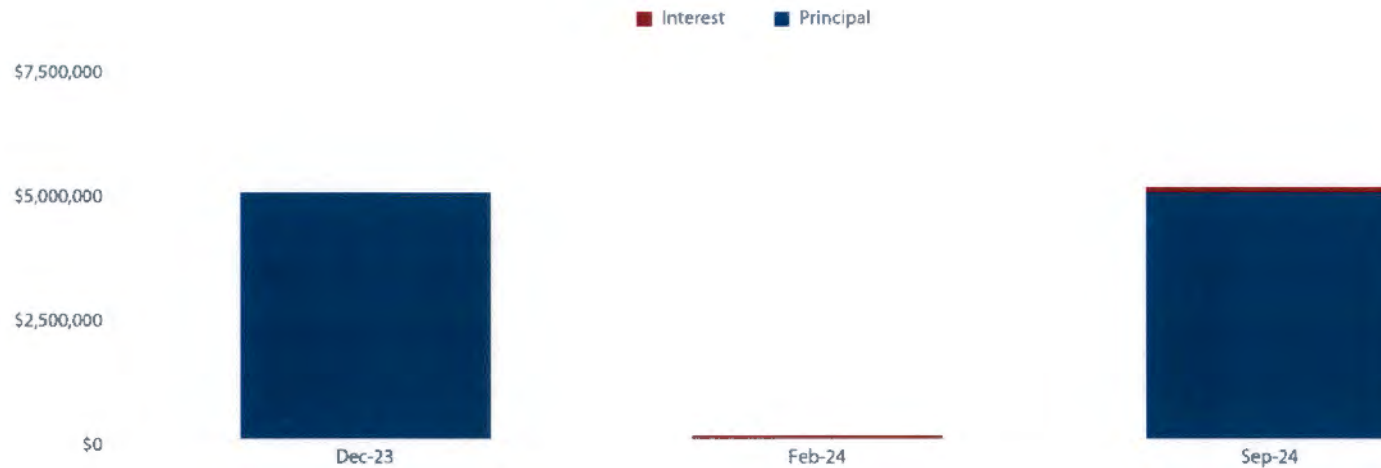
CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/Premium	Ending Book Value
General Fund										
912797FT9	06/06/23	US GOVT	U.S. Treasury Bill	5,000,000.00	97.358	4,867,923.61	83,983.36	83,983.36	(48,093.03)	4,951,906.97
91282CFG1	08/11/23	US GOVT	U.S. Treasury Note	5,000,000.00	97.887	4,894,335.94	13,829.45	13,829.45	(91,834.61)	4,908,165.39
Total General Fund				10,000,000.00		9,762,259.55	97,812.81	97,812.81	(139,927.64)	9,860,072.36
Grand Total				10,000,000.00		9,762,259.55	97,812.81	97,812.81	(139,927.64)	9,860,072.36

Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
General Fund					
912797H19	U.S. Treasury Bill	12/07/23		5,000,000.00	5,000,000.00
91282CFG1	U.S. Treasury Note	02/29/24	81,250.00		81,250.00
91282CFG1	U.S. Treasury Note	09/01/24	81,250.00		81,250.00
91282CFG1	U.S. Treasury Note	09/03/24		5,000,000.00	5,000,000.00
Grand Total			162,500.00	10,000,000.00	10,162,500.00

Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
December 2023		5,000,000.00	5,000,000.00
February 2024	81,250.00		81,250.00
September 2024	81,250.00	5,000,000.00	5,081,250.00
Total	162,500.00	10,000,000.00	10,162,500.00



Disclosures & Disclaimers

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Cash alternatives typically include money market securities and U.S. treasury bills. Investing in such cash alternatives involves inflation risk. In addition, investments in money market securities may involve credit risk and a risk of principal loss. Because money market securities are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency, there is no guarantee the value of your investment will be maintained at \$1.00 per share, and your shares, when sold, may be worth more or less than what you originally paid for them. U.S. Treasury bills are subject to market risk if sold prior to maturity. Market risk is the possibility that the value, when sold, might be less than the purchase price.

Investing in stock securities involves volatility risk, market risk, business risk, and industry risk. The prices of most stocks fluctuate. Volatility risk is the chance that the value of a stock will fall. Market risk is the chance that the prices of all stocks will fall due to conditions in the economic environment. Business risk is the chance that a specific company's stock will fall because of issues affecting it. Industry risk is the chance that a set of factors particular to an industry group will adversely affect stock prices within the industry.

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**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:
Consideration and possible action to cancel the Harlingen City Commission Meeting of January 3, 2024. <i>(City Manager)</i>
Prepared By: Gabriel Gonzalez, City Manager
Brief Summary:
Funding (if applicable):
Are funds specifically designated in the current budget for the full amount (Yes/No):
*If no, specify source of funding and amount requested:
Finance Director's approval (Yes/No/NA):
Staff Recommendation:
City Manager approval: 
Comments:
City Attorney's approval: 

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

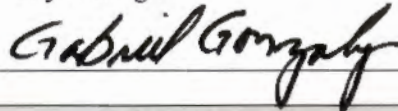
Agenda Item:

Consideration and possible action to approve an Interlocal Cooperation Agreement between the City of Harlingen and Cameron County to provide \$1,408,362.15 for the Grimes Road Improvement Project to be funded by TIRZ No. 1.

Prepared By (Print Name): Gabriel Gonzalez

Title: City Manager

Signature:



Brief Summary:

As you know, TIRZ No. 1, the City of Harlingen and Cameron County have amended the boundaries of TIRZ No. 1 to include all of Grimes Road and also amended the Project Plan and Finance Plan to include this project. None of these actions actually funded the project. The approval of this Interlocal Cooperation Agreement will actually fund the Grimes Road Project in the amount of \$1,408,362.15. The balance in TIRZ No. 1 is \$2,612,698 so if the Commission funds this project, the remaining amount available to fund other projects would be \$1,204,335.85.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*

*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

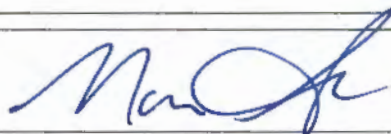
Approval

City Manager's approval:

☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

STATE OF TEXAS)
)
CAMERON COUNTY)

No. 2023C10051

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between CAMERON COUNTY, hereinafter referred to as "COUNTY" and the City of Harlingen, hereinafter referred to as "CITY," pursuant to V.T.C.A., Government Code, Chapter 791 and under the authority of Section 251.012 of the Texas Transportation Code, whereby:

1. **PURPOSE OF INTERLOCAL COOPERATION AGREEMENT:** To allow COUNTY, as the Project Sponsor, to develop Preliminary Engineering Plans, Specifications, and Estimates, and complete any project development activities to develop the project.
2. **PROJECT TO BE COMPLETED:** To advance the Grines Road Improvement Project to a construction phase and complete construction of road improvements as detailed in Exhibit "A". Project Limits are from FM 509 to Loop 499.
3. **COUNTY HEREBY AGREES TO:**
 - a. To develop engineering/design plans, coordinate utility adjustments, provide construction management and construct a four-lane road as shown on the typical section on Exhibit "A".
 - b. Provide monthly progress reports of activities to the CITY.
 - c. COUNTY will utilize Public Works staff to construct the project.
 - d. To provide funding in the amount of \$520,901.07 for construction as specified in the cost estimate on Exhibit "A".
 - e. The COUNTY will pay for any necessary additional sums for work within County right of way not included in the scope of work of Exhibit "A".
4. **CITY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$1,408,362.15 for construction as specified in the cost estimate on Exhibit "A".
 - b. The CITY will pay for any necessary additional sums for approved construction within CITY limits not included in the scope of work of Exhibit "A".
 - c. The CITY will relocate and make any necessary utility adjustments owned by the CITY and related to the project in a timely manner.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Party and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and CITY. The Interlocal Cooperation Agreement expires when the Project is completed.
8. The Rules, Regulations and Orders of the COUNTY shall govern this Interlocal Cooperation Agreement and the Parties agree that the COUNTY shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the COUNTY has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The COUNTY and CITY hereby find that the foregoing goods and governmental functions and services are required for the Project and this Interlocal Agreement includes an agreement between the COUNTY and CITY pursuant to Tex. Gov't CODE Section 791.025 and Texas Transportation Code Section 251.012 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CITY OF HARLINGEN CITY COMMISSION and accepted by both parties.

Executed on this _____ day of _____ 2023.

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Treviño, Jr.
County Judge

Attested by: _____
Amanda Elizondo
City Secretary

Norma Sepulveda
Mayor, City of Harlingen



CAMERON COUNTY

DEPARTMENT OF TRANSPORTATION

Benjamin L. Worsham, P.E. ★ County Engineer

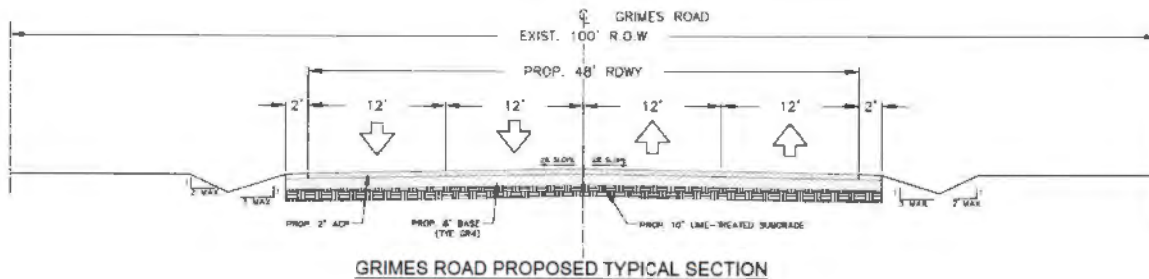
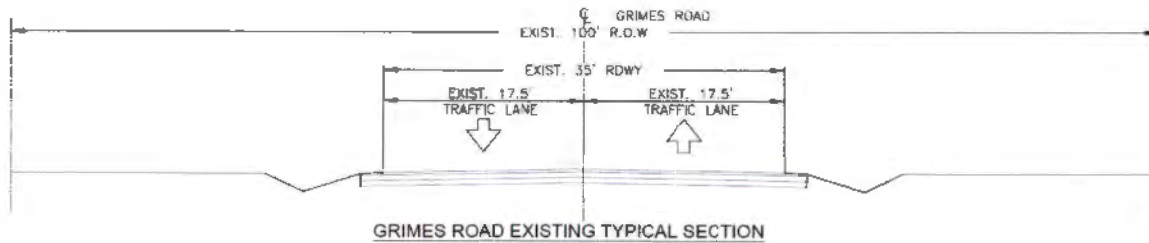
ENGINEERING ESTIMATE OF PROBABLE COST - IN HOUSE

CAMERON COUNTY, TX

Widening of Grimes Rd., PCT 3 (Limits: From SL 499 to FM 509 for 1.88 miles)

August 2, 2023

Cameron County	\$ 520,901.07
City of Harlingen	\$ 1,408,362.15
Materials Cost	\$ 1,929,263.22
Engineering Design, Surveying, and Construction Management	\$ 476,836.39
Labor	\$ 2,044,373.38





CAMERON COUNTY

DEPARTMENT OF TRANSPORTATION
Benjamin L. Worsham, P.E. ★ County Engineer

ENGINEERING ESTIMATE OF PROBABLE COST - IN HOUSE

CAMERON COUNTY, TX

Widening of Grimes Rd, PCT 3 (Limits: From SL 499 to FM 509 for 1.88 miles)

August 2, 2023

Roadway Items

Item	Description	Unit	Qty	Unit Price	Item Cost
0247 6060	FL BS (CMP IN PLC){TYE GR4}{FNAL POS}{8"}	TON	21492.0	\$ 16.96	\$ 364,504.32
0260 6002	LIME (HYDRATED LIME (SLURRY))	TON	1527.5	\$ 361.84	\$ 552,721.46
0310 6005	PRIME COAT (AE-P)	GAL	10580.3	\$ 3.71	\$ 39,252.91
0340 6104	D-GR HMA(SQ) TY-D SAC-B PG64-22	TON	6031.0	\$ 89.17	\$ 537,784.27
0400 6011	SAND BACKFILL	CY	122.3	\$ 10.26	\$ 1,255.14
0530 6004	DRIVEWAYS (CONC)	CY	351.5	\$ 181.50	\$ 63,797.25
0530 6005	DRIVEWAYS (ACP)	TON	110.5	\$ 89.17	\$ 9,851.95
0560 6011	MAILBOX INSTALL-S (TWW-POST) TY4	EA	10.0	\$ 100.00	\$ 1,000.00
0666 6003	REFL PAV MRK TY I (W)4"(BRK){100MIL}	LF	4960.0	\$ 0.49	\$ 2,430.40
0666 6012	REFL PAV MRK TY I (W)4"(SLD){100MIL}	LF	19838.0	\$ 0.49	\$ 9,720.62
0666 6048	REFL PAV MRK TY I (W)24"(SLD){100MIL}	LF	432.0	\$ 8.80	\$ 3,801.60
0666 6054	REFL PAV MRK TY I (W){ARROW}{100 MIL}	EA	4.0	\$ 120.00	\$ 480.00
0666 6078	REFL PAV MRK TY I (W){WORD}{100 MIL}	EA	4.0	\$ 120.00	\$ 480.00
0666 6126	REFL PAV MRK TY I (Y)4"(SLD){100MIL}	LF	19838.0	\$ 0.49	\$ 9,720.62
Roadway Items Subtotal					\$ 1,596,800.54

Drainage Items

Item	Description	Unit	Qty	Unit Price	Item Cost
0164 6024	CELL FBR MLCH SEED (PERM){RURAL}{CLAY}	AC	12.0	\$ 1,885.00	\$ 22,620.00
0164 6030	CELL FBR MLCH SEED (TEMP){WARM}	AC	12.0	\$ 1,490.00	\$ 17,880.00
0464 6003	RC PIPE (CL III) (18 IN)	LF	1719.0	\$ 24.00	\$ 41,256.00
0467 6357	SET (TY II) (18 IN) (RCP) (3:1) (P)	EA	82.0	\$ 500.00	\$ 41,000.00
Drainage Items Subtotal					\$ 122,756.00

Miscellaneous Items

Item	Description	Unit	Qty	Unit Price	Item Cost
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1720.0	\$ 1.00	\$ 1,720.00
0506 6045	BIODEG EROSN CONT LOGS (INSTL){6"}	LF	25.0	\$ 2.20	\$ 55.00
Miscellaneous Items Subtotal					\$ 1,775.00

Materials Subtotal	\$ 1,721,331.54
Construction Material Testing	\$ 35,798.53
Contingency	\$ 172,133.15
Estimated Project Cost	\$ 1,929,263.22

Item # 5

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to authorize staff to contract with the most qualified and responsible bidder for the purchase and "turn-key" installation of petroleum storage tanks, dispensers, complete system upgrade to replace (2) above-ground fuel storage tanks located at 404 S. 54th St., and (2) underground storage tanks located at 1006 S. Commerce St. This installation will bring both locations up to the most current rules and regulations of the EPA, NFPA Standards and TCEQ Regulations.

Prepared By (Print Name): Christopher Torres
Title: Public Works Director

Signature:

Brief Summary:

The City has (2) 10,000 gl., single-walled, above ground storage tanks (AST), and (2) 12,000 gl., single-walled fiberglass underground storage tanks (UST) that store unleaded and diesel fuels for city fleet use. The steel ASTs, located at 404 S. 54th St. were installed in 1994 (29 years) and can no longer be maintained due to corrosion. A small leak was found on the diesel tank on August 5, 2021, preventing diesel fuel deliveries at this location, which is highly used by Public Works fleet and is detrimental to their day-to-day operation. The unleaded tank at this location was converted to accept diesel fuel on 10/22/2021 to assist the Public Works fleet.

The fiberglass USTs located at 1006 S. Commerce St. were installed in 1980 and (43 years) need to be replaced. A leak was found in the unleaded tank on 9/13/23 preventing unleaded fuel deliveries at this, our final location with unleaded fuel for all city fleet. The City currently has (2) 2,000 gl. containers for unleaded fuel which are on loan from our fuel supplier, Oil Patch Fuel and Supply to assist all departments with their day-to-day operation.

The City requested sealed bids under Bid No. 2024-02 Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade. We requested "turn-key" bids to include the complete removal and replacement of (4) petroleum storage tanks, (6) dual fuel dispensers with new pump islands, product piping, valves, sub pumps, (2) canopy replacements, (2) new Automatic Tank Gauging system, and (1) New Fuel Management Software with (4) Island controllers. All equipment will be designed, constructed and installed in accordance with rules and regulations of the EPA, NFPA Standards, & TCEQ Regulations.

We received a total of (2) bid responses as follows:

JF Petroleum Group \$1,225,436.86 BuyBoard Contract# 673-22
South TX Pump, Inc. \$ 797,500.00

Staff is recommending to authorize the City Manager to contract with the most qualified and responsible bidder for the purchase and "turn-key" installation of all equipment.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*
for this purpose?

*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff is recommending to authorize the City Manager to contract with the most qualified and responsible bidder for the purchase and "turn-key" installation of all equipment.

City Manager's approval:

h

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

Ma A

☒ Yes ☐ No ☐ N/A

Date: November 14, 2024

Bid No. 2024-02 Purchase & Installation of Petroleum Storage Tanks, Dispensers & System Upgrades

Bid Deadline: 2:00 P.M.

JF Petroleum Group, Inc. BID TOTAL: \$1,225,436.86				South Texas Pump, Inc. BID TOTAL: 797,500.00			
SITE A: P. W. SITE B: Recycling	Bid Itemization	Bid Amount	Pricing per Invoice submitted on 11/17/23	Bid Itemization	Bid Amount	Pricing per Invoice submitted on 11/17/23	
A: AST TANKS	(1) 10,000 GL Watco UL142 Flameshield (for diesel)	\$43,504.66	\$ 105,732.76	(1) 10,000 Newberry Flameshield (for diesel), FE Petro Pumps	\$199,500.00	\$ 36,500.00	
	(1) 10,000 GL Watco UL2085 FireGuard (for unleaded)	\$62,228.10		(1) 10,000 Newberry FireGuard (for unleaded), FE Petro Pumps		\$ 54,500.00	
	(2) submerged turbine pumps	\$7,012.34					
	(2) all new product piping, valves, fittings sumps&electric materials	\$85,348.16					
*code	New Tank Top Hardware						
*code	(1) dual port remote spill contain.	\$3,493.65					
*warranty	New Gravel Backfill Material						
*code	Replace all electrical conduits & Wire						
*code	9" thick concrete						
	Turn-key Installation	\$160,028.27					
SUB-TOTAL	\$361,615.18						
A: DISPENSERS	(4) Gasboy 9153 Atlas Dual Dispensers	\$46,240.00	\$ 49,412.51	(4) Wayne G6202 Series Mech. Dispenser 2 year Warranty	\$48,000.00	\$ 40,000.00	
	Steel Island Forms	\$20,000.00					
	(18) Pipe Bollards for impact protection						
OTHER	Rental Equipment						
	Electrical Upgrades						
	Permit						
	Turn-key Installation	\$28,000.00					
	Sub-Contractor			Crane: Tank Removal & Install		\$ 4,500.00	
	Freight			Canopy: Removal		\$ 3,000.00	
SUB-TOTAL	\$94,240.00						
A: CANOPY	(1) 24' x 35' x 16'H with (2) 12" columns, (6) Led Lights	\$29,310.40	\$ 53,304.46	(1) 36'x48' with (4) 10" columns, 12 LED Lights	\$80,000.00	\$ 80,000.00	
	Drawings for Coastal Windloads						
	Turn-key Installation	\$56,354.46					
SUB-TOTAL	\$85,664.86						

B: UST TANKS	CSI Fiberglass UST #DWT-6 12,000 GL Double Wall	\$66,043.32	\$ 66,043.32	(2) Xerxes 12,000 GL Double Wall Tanks	\$260,000.00	\$ 70,000.00
	(2) submerged turbine pumps	\$7,012.34				
	(3) spill buckets vapor	\$4,924.29				
Tank Slab	49x34 SqFt 4000 PSI Concrete 9" thick #4 rebar 12OC					
	(2) all new product piping, valves, fittings, and electrical	\$79,555.82	\$ 42,422.76			
	Backfill		\$ 40,357.89			
	Turn-key Installation	\$194,276.30				
SUB-TOTAL	\$351,812.07					
B: DISPENSERS	(2) Gasboy 9153 Atlas Dual Dispensers	\$23,120.00	\$ 26,577.46	(2) Wayne G6202 Series Mech. Dispenser 2 year Warranty	\$55,000.00	\$ 20,000.00
	sub pumps/ld		\$ 7,012.34			
	Steel Island Forms	\$20,000.00				
	Turn-key Installation	\$14,000.00				
SUB-TOTAL	\$57,120.00					
OTHER:	Rental Equipment		\$ 20,744.84	Excavation Equipment		\$ 25,000.00
	Electrical Upgrades		\$ 68,235.00	Electrical Services		\$ 20,000.00
	Permit		\$ 10,000.00	Permit \$1000/Bond \$15000		\$ 16,000.00
	Removal/Installation		\$ 183,577.45			
	Sub-Contractor		\$ 63,519.16	Crane: Tank Removal & Install		\$ 4,000.00
	Freight		\$ 6,401.25	Canopy: Removal		\$ 3,000.00
B: CANOPY	(1) 24' x 32' x 16'H, with (2) 12" Columns	\$28,760.40	\$ 51,374.75	(1) 24'x30' Canopy	\$60,000.00	\$ 60,000.00
	Turn-key Installation	\$54,974.35				
SUB-TOTAL	\$83,734.75					
ATG MONITORING	(2) Veeder Root TLS450 with Spm Containment Sump Sensors, Backfill Alarm & Signal	\$43,114.00	\$ 43,114.00	(2) Veederroot TLS4i	\$35,000.00	\$ 25,000.00
	(2) Misc electric&other materials	\$35,000.00				
	Turn-key Installation	\$10,000.00				
SUB-TOTAL	\$88,114.00					
FUEL SFTWARE	(1) FMLive 5000 Series	\$14,000.00	\$ 59,899.28	(4) FMLive 4000 Series	\$60,000.00	\$ 60,000.00
	(4) Island control/Prokee readers	\$49,225.00	\$ 26,751.69			
	(2) USB Prokee Encode Devices	\$1,340.00				
	Hardware/Equipment: FMLink Kit, Tablet/Tank Control Module Kit	\$10,571.00				
	Turn-key Installation	\$28,000.00				
SUB-TOTAL	\$103,136.00					\$ 521,500.00
*BuyBoard Contract# 673-22				Difference		\$ 276,000.00
TOTAL BID: \$1,225,436.86			\$ 1,225,436.86	TOTAL BID: \$797,500.00		\$ 797,500.00

Site A (P.W.) Scope of Work: Will provide material and labor:

Remove (2) 10K AST's

Remove all associated above ground piping & valves

Remove Canopy

Remove Dispensers, sumps, underground piping & electrical

Install (1) 10K 2085 FireGuard AST for Unleaded fuel

Install (1) 10K UL142 FireShield AST for Diesel fuel

Install all new above ground piping & required valves.

Install (2) Remote Fill boxes & flame arrester vents to meet code requirements

Place all required signage on both tanks

Install Veeder Root TLS450 Plus automatic tank gauge

Install (4) Gasboy 9153 Dispensers

Run all New Fueling Electrical & Conduits

Install (3) Fuel Master 5000 series with FMLive

Install all new Fiberglass Pipe & Fittings.

Install all New Sumps

Cover Piping Trench & Concrete

Install New Canopy with New Footings

Perform all required TCEQ Testing

Start-up, Program, and Calibrate all equipment

Note: We performed a detailed inspection of this site and found the electrical conduits were in poor condition. The proper way to do this job is to replace all conduit and electrical. The canopy does include new light fixtures. We are distributors for all equipment and can do manufactures warranty. The warranty for the tanks is 30 years, all other equipment is 1 year from install date. You can purchase additional warranty from Fuel Master, that is a contract between the City of Harlingen and Fuel Master. We have within our company electrical, construction and service divisions. The cost of the canopy install is included in the canopy cost. The sumps will be Bravo and the fiberglass lines will be AO Smith. The tanks will be Watco. The City of Harlingen should not have any responsibility for this job.

Payment Terms: Progressive billings shall be made by JF Petroleum Group and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for purpose of convenience or coordination shall be considered "delivery" for billing purposes.

*No Scope of Work was provided.

Warranty: Dispensers- 2 year from install; Tanks- Manufacturer Warranty; Canopy- 1 year from install.

*Cities Responsibilities: Any alterations of deviation from the bid specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. The City of Harlingen to carry fire, tornado and other necessary insurance. Workmen's compensation and general liability insurance will be carried by Contractor.

Notes: Lead times on equipment delivery subject to change.

*Bid is subject to revision if extreme high water table, unstable and or contaminated soil or rock are encountered or final ruling by TCEQ.

***ADDITIONAL COST** if any contaminated soil needs to be hauled and vacuum service is needed in case of fuel found in excavation in both sites.

***Will be using existing electrical conduit**, will run new wiring, **ADDITIONAL COST** if the wire is not able to be pulled through existing conduit.

*Fire Extinguisher provided by City.

*Usually, all cities waive the permit fees, since the location belongs to the City, to be determined once the permits are applied for.

Payment Requirements: A deposit will be required upon ordering each equipment.

Site B (Commerce) Scope of Work: Will provide material and labor:

Remove (2) 12K AST's

Provide required environmental sampling & report per TCEQ Regulations

Remove Canopy

Remove Dispensers, sumps, underground piping & electrical

Install (2) 12,000 gallon double wall UST fiberglass CSI tanks.

Install proper backfill material for new tanks.

Replace concrete pad above tanks

Install Veeder Root TLS450 Plus automatic tank gauge

Install (2) Gasboy 9153 Dual Dispensers

Run all New Fueling Electrical & Conduits

Install (1) Fuel Master 5000 series with FMLive

Install all new Fiberglass Pipe & Fittings.

Install all New Sumps (Bravo)

Cover Piping Trench & Concrete

Install New Canopy with New Footings

Perform all required TCEQ Testing

Start-up, Program, and Calibrate all equipment

Note: We performed a detailed inspection of this site and found the electrical conduits were in poor condition. The proper way to do this job is to replace all conduit and electrical. The canopy does include new light fixtures. We are distributors for all equipment and can do manufactures warranty. The warranty for the tanks is 30 years, all other equipment is 1 year from install date. You can purchase additional warranty from Fuel Master, that is a contract between the City of Harlingen and Fuel Master. We have within our company electrical, construction and service divisions. The cost of the canopy install is included in the canopy cost. The sumps will be Bravo and the fiberglass lines will be AO Smith. The tanks will be CSI these tanks meet or exceed xerxes with better price and lead time. **This quote does not include removal of contaminated soil if any is found.**

Payment Terms: Progressive billings shall be made by JF Petroleum Group and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for purpose of convenience or coordination shall be considered "delivery" for billing purposes.

Date: November 14, 2023 Bid No. 2024-02 Purchase & Installation of Petroleum Storage Tanks, Dispensers & System Upgrades

Bid Deadline: 2:00 P.M.

Bid Opening at City Hall Time: 2:30 P.M.	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	SITE A: Pub. Works SITE B: Recycling	Bid Amount	Delivery Days	Variance / Comments
South Texas Pump, Inc. Attn: Domingo Perez, Jr. P.O. Box 1852 Weslaco, TX 78599 (956) 969-3534 Email: stpump@gmail.com	YES	YES	YES	YES	YES	A: AST TANKS	\$199,500.00	126	Newberry Tanks, FE Petro Pumps
						A: DISPENSERS	\$48,000.00	45	Dresser Wayne G6200 Series Mech. Dispenser
						A: CANOPY	\$80,000.00	98-112	(1) 36'x48' with (4) 10" columns, 12 LED Lights
						B: UST TANKS	\$260,000.00	126-154	Xerxes Tanks
						B: DISPENSERS	\$55,000.00	45	Dresser Wayne G6200 Series Mech. Dispenser
						B: CANOPY	\$60,000.00	98-112	(1) 24'x30' Canopy
						AST MONITORING	\$35,000.00	70-84	Veederroot TLS41
						FUEL MGMT SFTWR	\$60,000.00	70-84	FuelMaster FMLive
Warranty: Dispensers- 2 year from install; Tanks- Manufacturer Warranty; Canopy- 1 year from install.						TOTAL BID: \$797,500.00			
JF Petroleum Group, Inc. Attn: Ed Bleibdrey 3702 S. Expressway 281 Edinburg, TX 78542 (956) 686-9582 Email: e.bleibdrey@jfpetrogroup.com	YES	YES Cashier Check # 975751	YES	YES	YES	A: AST TANKS	\$361,615.18	238	Watco UL142 Flameshield = \$43,504.66; Watco UL2085 FireGuard = \$62,228.10
						A: DISPENSERS	\$94,240.00	182	Gasboys Atlas Dispensers
						A: CANOPY	\$85,664.86	210	(1) 24' x 35' x 16'H, with (2) 12" Columns
						B: UST TANKS	\$351,812.07	238	Model DWT-6 Type II (8) 12,000 GL Double Wall Tanks; 3 Spill Buckets Vapor
						B: DISPENSERS	\$57,120.00	182	Gasboys Atlas Dispensers
						B: CANOPY	\$83,734.75	210	(1) 24' x 32' x 16'H, with (2) 12" Columns
						AST MONITORING	\$88,114.00	210	TLS4 AST; TLS450 UST
						FUEL MGMT SFTWR	\$103,136.00	60	FuelMaster FMLive 5000 Series
Warranty: Dispensers- Gasboys 1 year from install; Tanks- 30 years Manufacturer Warranty; Canopy- 1 year from install.						TOTAL BID: \$1,225,436.86		*BuyBoard Contract# 673-22	

Bid Opening at City Hall Time: 2:30 P.M.	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	SITE A: Pub. Works SITE B: Recycling	Bid Amount	Delivery Days	Variance / Comments
Bear Services, LP	NO					A: AST TANKS			
						A: DISPENSERS			
						A: CANOPY			
						B: UST TANKS			
						B: DISPENSERS			
						B: CANOPY			
						AST MONITORING			
Kinley Construction Group, LTD.	NO					FUEL MGMT SFTWR			
						A: AST TANKS			
						A: DISPENSERS			
						A: CANOPY			
						B: UST TANKS			
						B: DISPENSERS			
						B: CANOPY			
PWXpress	NO					AST MONITORING			
						FUEL MGMT SFTWR			
						A: AST TANKS			
						A: DISPENSERS			
						A: CANOPY			
						B: UST TANKS			
						B: DISPENSERS			
Rykin Pump Company	NO					B: CANOPY			
						AST MONITORING			
						FUEL MGMT SFTWR			
						A: AST TANKS			
						A: DISPENSERS			
						A: CANOPY			
						B: UST TANKS			
White Tucker Co.	NO					B: DISPENSERS			
						B: CANOPY			
						AST MONITORING			
						FUEL MGMT SFTWR			
						A: AST TANKS			
						A: DISPENSERS			
						A: CANOPY			

Companies contacted: 9

Registered Bidders: 7

Responded: 2



PETROLEUM
GROUP

Innovation that works.

Oct. 27, 2023

CITY OF HARLINGEN

RE: BID NO. 2024-2



ED BLEIBDREY

Sales Representative

ebleibdrey@jfpetrogroup.com

3702 South Expwy 281
Edinburg, TX 78542

C: 956.494.5039

O: 956.686.9582

 **SERVICE** | 800.286.4133

In Lieu of BID BOND

We have included a Certified Check

Ed Bleibdrey
Sales Representative

E.Bleibdrey@jfpetrogroup.com

**EXCERPT FROM THE CITY OF HARLINGEN
CHEMICAL HAZARD COMMUNICATION PROGRAM
SECTION IX - ON SITE CONTRACTORS**

ON-SITE CONTRACTORS:

1. It is the responsibility of the City Manager or the Department Director or City Official to furnish the on-site contractor(s) with the following:

- Description of hazardous chemicals to which the Contractor's employee may be exposed.
- Suggestion for appropriate protective measures.

2. Likewise, on-site contractors will furnish the City Manager or the Department Director or City Official with the following:

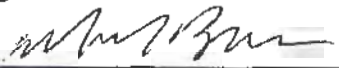
- Description of any hazardous chemicals brought onto City property to which City employees may be exposed.

3. Contractor must sign a statement that all on-site contractors, subs and suppliers have read and agreed to follow the policy outlined above; that they have provided the City with the information about any hazardous chemicals being brought into City property.

4. City reserves the right to stop the work of a Contractor if compliance with this policy is inadequate until all applicable safety and health procedures are implemented by the Contractor and the contractor is in compliance with City's policy.

Note: The requirements of this section do not apply to Contractors who provide temporary employees to the City.

Acknowledgement:

Name 

Title: EVP West

BID PROPOSAL

Bid No. 2024-02 Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade

Gabriel Gonzalez, City Manager
City of Harlingen

The undersigned, as bidder, declares that the person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Notice to Bidders, Specifications & the Plans therein referred to, and agrees that he will provide all the necessary labor, machinery, tool, apparatus, and other items.

Bidder acknowledges receipt of the following addendum or addenda.

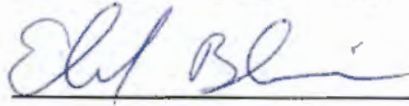
- 1.) DEAD LINK FOR BID HAS CHANGED 10/31 2PM
- 2.) DEAD LINK FOR BID HAS CHANGED 11/14 2:30 PM
- 3.) _____

It is understood and agreed that the owner may delay awarding the contract and hold the bids for a period not to exceed sixty (60) days.

It is agreed that all work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the Owner.

The undersigned certifies that the bid prices contained in the Bid Form and in the Bid Schedule have been carefully checked and are submitted as correct and final.

Signed:



Title:

SMVS

Date:

10-16-2023

Company:

PSI JF PETROLEUM GROUP, INC

Street Address:

3702 S GRASSWAY 281

City and State:

EDINBURG TX 78542

Phone:

956-686-9582

Fax:

N/A

BID FORM

We, the undersigned, have completely read the specification for:

Bid No. 2024-02 Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) STORAGE TANKS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
1A	2	UL142 AST 10,000 GL Capacity, WATCO DOUBLE-WALL Flameshield TANKS	142 43504.66 2085 62238.10	105722.76	UNLEADED TANK MUST BE 2085
2A	2	Submerged Turbine Pumps	3506.17	7012.34	
3A	1	Dual Port Remote Fill Container	3493.65	3493.65	
4A	2	All New Product Piping, Valves, Fittings, and Electrical Materials	42674.08	85348.16	
5A	1	Turn-key Removal & Installation 1A-4A	160088.27	160088.27	
		TOTAL BID: SITE A TANKS :		361615.18	
Estimated Calendar Days for Delivery:			238	Days	

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) FUEL DISPENSERS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
6A	2	Dual Fuel Dispensers for Unleaded product, Mechanical Register w/minimum flow = or > 15 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	11560.00	23120.00	ALL GASBOYS WILL BE DISPENSING
7A	2	Dual Fuel Dispensers for Diesel product, Mechanical Register w/minimum flow = or > 22 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	11560.00	23120.00	
8A	1	Cement Work & Rebuild New Cement Pump Island (if needed to bring site up to code)	20000.00	20000.00	
9A	1	Turn-key Removal & Installation 6A-8A	28000.00	28000.00	
		TOTAL BID: SITE A DISPENSERS :		94240.00	
Estimated Calendar Days for Delivery:			182	Days	

BID FORM (continued)

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) CANOPY REPLACEMENT					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
10A	2	New Canopy with LED Lighting	29310.40	29310.40	1 CANOPY
11A	1	Turn-key Removal & Installation 10A	56354.46	56354.46	
TOTAL BID: SITE A CANOPY REPLACEMENT :				85664.86	
Estimated Calendar Days for Delivery:			210	Days	

SITE B: 1006 S. COMMERCE ST. PETROLEUM STORAGE TANKS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
1B	2	UL UST 12,000 GL Capacity, ZCL XERXES DOUBLE-WALL TANKS	33021.66	66043.32	
2B	2	Submerged Turbine Pumps	3506.17	7012.34	
3B	2	Spill Buckets	1641.43	4924.29	3 SPILL BUCKETS VAPOR
4B	2	All New Product Piping, Valves, Fittings, and Electrical Materials	39777.91	79555.82	
5B	1	Turn-key Removal & Installation 1B-4B	194276.30	194276.30	
TOTAL BID: SITE B TANKS :				351812.07	
Estimated Calendar Days for Delivery:			238	Days	

SITE B: 1006 S. COMMERCE ST. / FUEL DISPENSERS					
Line #	Qty	Item Description	Cost/Item	Total	Variance/Comments
6B	1	Dual Fuel Dispenser for Unleaded product, Mechanical Register w/minimum flow = or > 15 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	11560.00	11560.00	ALL GASBOYS WILL BE DISPENSERS
7B	1	Dual Fuel Dispenser for Diesel product, Mechanical Register w/minimum flow = or > 22 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	11560.00	11560.00	
8B	1	Cement Work & Rebuild New Cement Pump Island (if needed to bring site up to code)	20000.00	20000.00	
9B	1	Turn-key Installation for Site B #1B-3B	14000.00	14000.00	
TOTAL BID: SITE B DISPENSERS :				57120.00	
Estimated Calendar Days for Delivery:			182	Days	

BID FORM (continued)

SITE B: 1006 S. COMMERCE ST. / CANOPY REPLACEMENT					
Line #	Qty	Item Description	Cost/Item	Total	Variance/Comments
10B	1	New Canopy with LED Lighting	28760.40	28760.40	
11B	1	Turn-key Removal & Installation for Site 1B	54974.35	54974.35	
TOTAL BID: SITE B CANOPY REPLACEMENT :				83734.75	
Estimated Calendar Days for Delivery:			210	Days	

SITE A & B: 404 S. 54TH ST. AST MONITORING SYSTEM UPGRADE					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
12AB	2	Automatic Tank Gauge Systems (1 per location). *Preferred: Gilbarco, Veeder Root or OPW Petro-Vend	20641.00 22473.00	43114.00	TL54 AST TL5450UST
13AB	2	Miscellaneous electrical & other materials	17500.00	35000.00	
14AB	1	Removal & Installation 12AB- 13AB	10000.00	10000.00	
TOTAL BID: AST SYSTEM UPGRADE :				88114.00	
Estimated Calendar Days for Delivery:			210	Days	

SITE A & B: 404 S. 54TH ST. FUEL MGMT SOFTWARE UPGRADE					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
15AB	1	Fuel Management Cloud Based Software with Cellular Connectivity *Preferred: Fuel Master or OPW Petro-Vend	14000.00	14000.00	
16AB	4	Island Controllers / User Access Prokee Readers	12306.75	49225.00	
17AB	2	USB Prokee Encoding Devices	670.00	1340.00	
18AB	1	Hardware / Equipment: FMLink Kit, Tablet/Tank Control Module Kit, TCM - Tank Control Module Only Tablet, FMLink Tablet Only, Wi-Fi	10571.80	10571.00	
19AB	1	Turn-key Installation for 15AB-18AB	28000.00	28000.00	
TOTAL BID:				103136.00	
Estimated Calendar Days for Delivery:			60	Days	

BID FORM (continued)

Delivery Information:

The quoted date of delivery is an important part of the bid. It, in many cases, may be the deciding factor in the award of bid.

Please include the following documents with your bid, if applicable to your bid.

- AST & UST Manufacturer specification: AST 26 WEEKS UST 20 WEEKS
SEE BROCHURES
- Fuel Dispenser Manufacturer specifications: GASBOY 12 WEEKS
SEE BROCHURES
- Canopy Manufacturer specifications: 20 WEEKS
SEE BROCHURES
- Manufacturer warranty details for each named above: CANOPY 1 YEAR,
GASBOYS 1 YEAR, TANKS 30 YEARS
- Cooperative contract name and pricing: BUY BOARD 673-22

This bid price includes all equipment, material as set forth in the attached specification packet and instructions. I have read and agree to comply with all of these requirements.

It is understood and agreed that the owner may delay awarding the contract and hold the bids for a period not to exceed sixty (60) days.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID TO PROVIDE THE PRODUCTS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID PRODUCTS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION. FAX RESPONSES WILL NOT BE ACCEPTED.

Respectfully submitted this 31 day of October, 2023.

Authorized Representative:

Mark Barron

Title:

EVP West

Company:

PSI JF Petroleum Group, Inc.

Mailing Address City/State/Zip:

3702 S. Expressway 281, Edinburg, TX 78542

Phone / Fax Number:

956-686-9582 / 956-686-0070

Email Address:

mbarron@jfpetrogroup.com



BID REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: PSI JF PETROLEUM GROUP, INC.
 Address: 3702 S EXPARKWAY 281, ODINBURG, TX 78542
 Contact Person: BOB BLUMBERG
 Office Phone #: 956 486 9582 Mobile #: 956 494 5039
 Email Address: BOB@JFPGROUP.COM

2. Your Corporate Company's name and business information.

Corporate name: JF PETROLEUM GROUP
 Address: 100 POTOMAC PARK DR SUITE H MORRISVILLE NC 27560
 Office Phone #: 919 971 8315 Mobile #: 956 494 5039
 Email Address: JFPGROUP.COM

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

☒ BuyBoard (TASB) ☐ H-GAC ☐ Choice Partners ☐ GSA ☐ ASC
☐ OMNIA Partners ☐ TXMAS ☒ Sourcwell ☐ TIPS ☐ TCI
☐ TXSmartBuy ☐ TXDIR ☐ Other: _____

CO-OP Contract #: 673-22 Effective Dates: 6-22 to 6-25

4. A minimum of 3 references (local preferred).

Company Name	Contact Name	Phone	Email
1. <u>WONDERFUL CITRUS</u>	<u>JUSTIN LAGRANGE</u>	<u>956-566-7589</u>	<u>JUSTIN.LAGRANGE@WONDERFUL.C</u>
2. <u>BROWNSVILLE ISD</u>	<u>RONNARDO VILLARREAL</u>	<u>956-543-5831</u>	<u>RVILLARREAL@BISD.US</u>
3. <u>CITY OF LAMAR</u>	<u>RON MILLER</u>	<u>956-326-9778</u>	<u>RMILLER@CI.LAMAR.TX.US</u>

5. Municipal projects (local preferred):

Municipality Name	Project Name	Amount	Completion Date
1. <u>CITY OF LOSLACO</u>	<u>FUEL STATION SOUTH</u>	<u>\$182,244.88</u>	<u>5/23</u>
Contact Name, Phone, Email: <u>DAVID ANCO</u> <u>956 793 8735</u> <u>DANCO@LOSLACOTX.GOV</u>			
2. <u>CAMERON COUNTY</u>	<u>TANK REMOVAL</u>	<u>\$27,699.91</u>	<u>1/23</u>
Contact Name, Phone, Email: <u>ROBERTO LUNA</u> <u>956 544 0846</u> <u>ROBERTO.LUNA@CCO.CAMERON.TX.US</u>			

3. _____
 Contact Name, Phone, Email: _____

4. _____
 Contact Name, Phone, Email: _____

5. _____
 Contact Name, Phone, Email: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

PSZ JF Petroleum Group, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

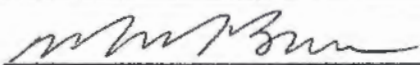
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10-26-2023
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PSI JF Petroleum Group, Inc.
Edinburg, TX 78542, TX United States

Certificate Number:
2023-1077799

Date Filed:
09/29/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Harlingen

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-02
Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Whittington, David	Morrisville, NC United States	X	
	Shadrick, Keith	Morrisville, NC United States	X	
	JF Acquisitions, LLC	Morrisville, NC United States	X	

5 Check only if there is NO Interested Party. ☐

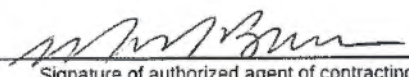
6 UNSWORN DECLARATION

My name is MARK BARRON, and my date of birth is 10/20/1966.

My address is 3702 S. Expressway 281, Edinburg, TX, 78542, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 2 day of Oct, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

[HOME](#)[ABOUT US](#)[PRODUCTS](#)[GALLERY](#)[CONTACT US](#)[GALLERY CHARTS](#)[LOGIN](#)[Outlets](#)

FLAMESHIELD



FLAMESHIELD® is a double-walled, non-insulated tank with a primary containment wall and a secondary containment wall. It is designed to contain leaks and spills, preventing environmental contamination and protecting public health.



2-Hour 20000 Fire-Tested Performance

FLAMESHIELD® features:

- 2-hour 20000 fire-test, as required by Southwest Research Institute Standard SWRI 97-04, validates performance of non-insulated tanks
- Primary and secondary tank can be tightness tested on site with standard testing procedures, or manufacturer may ship with vacuum in the interstice to prove integrity of both walls during installation
- Interstitial space can be monitored for leak detection
- Primary storage tank and secondary containment compatible with a wide range of fuels and chemicals

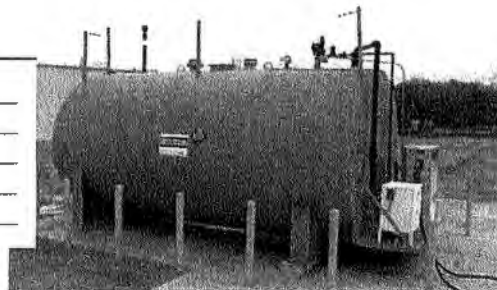
Additional features:

- Support designs available for all seismic requirements
- Choose from many integral support types, including saddles and skids
- Vertical tanks supported on legs, and skirted on listing label
- Capacities range up to 75,000 gallons

Permatank
Acc-100
Reguard
P321
Flamshield

FLAMESHIELD® Benefits:

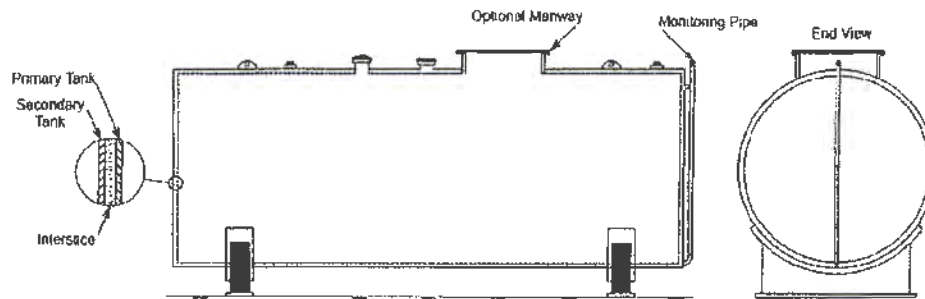
- Steel construction allows for recycling
- Low cost compartments and customization
- Built to nationally-recognized STI standards with strict third-party quality control inspection program



Compatible With a Wide Range of Fuels and Chemicals, Including Biodiesel and Ethanol

• Horizontal • Vertical • Rectangular • Diked

FLAMESHIELD® is available from a large network of STI Licensed Manufacturers • www.steeltank.com



- STI Flameshield[®] 7 and SwRI 97-04 labeled
- Variety of Listed supports available
- Compatible with a wide range of fuels and chemicals
- Capacities range up to 75,000 gallons
- Easily relocated

Flameshield[®] Guideline Specification

A) General

1. Provide Permatank double-wall jacketed steel-fiberglass underground storage tanks.
1. Provide Flameshield[®] 2-hour 2000° fire-tested double-wall aboveground storage tanks.

B) Labeling

1. Tanks shall bear the Steel Tank Institute Flameshield[®] identification label.
2. Aboveground tanks shall bear Southwest Research Institute 97-04 label.

C) Product Description

1. Tanks shall be manufactured in accordance with Steel Tank Institute Flameshield[®] Standard for Aboveground Tanks.
2. Aboveground tank primary and secondary containment (inner and outer walls) shall be manufactured in accordance and listed with Underwriters Laboratories UL 142, Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.
3. Integral secondary containment shall be testable and provide access for interstitial leak detection monitoring.
4. Listed supports shall be used for all horizontal, rectangular and vertical tanks. Supports are designed for seismic loading, if necessary.

D) Manufacturer

1. Manufacturer shall be a licensed member company of the Steel Tank Institute and subject to Steel Tank Institute's Quality Assurance program.

Flameshield[®] is available from an extensive group of Steel Tank Institute fabricators who participate in the STI Quality Assurance Program.

Under the program, independent quality control inspectors make unannounced visits to STI members, ensuring fabrication to the highest possible standards.

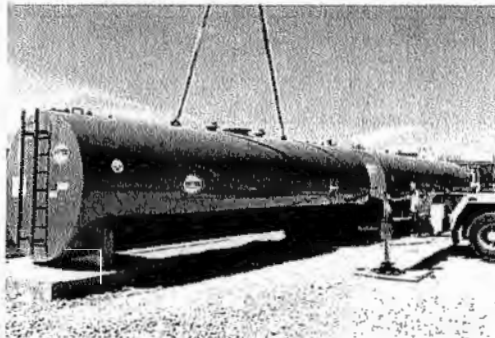
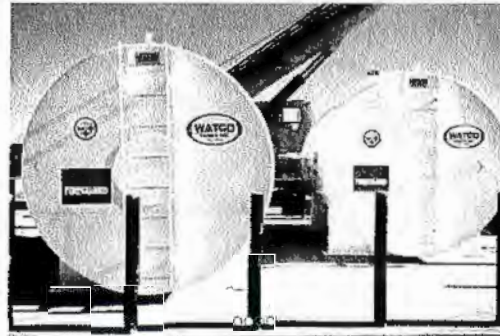


FIREGUARD



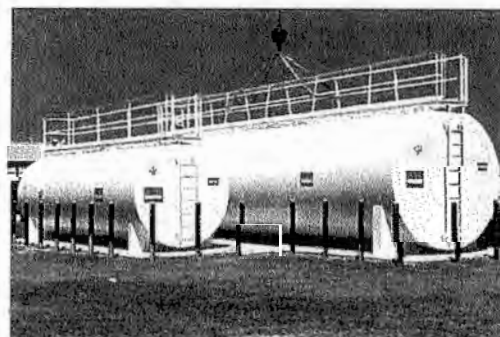
The Fireguard is a double wall tank with the protective insulating material between the two steel walls. This design provides protection from fire, and also provides an extra layer of protection from leaks. The Fireguard is a double wall tank with the protective insulating material between the two steel walls.

- UL 2085 Listed as both a "Protected" and "Fire-Resistant" tank
- Insulates product in tank from ambient temperature variations and thus reduces emissions
- Insulating material is 75% lighter than concrete, reducing shipping, installation and relocations costs
- Primary and secondary tank can be tightness tested on site with standard testing procedures
- Steel outer wall provides low cost maintenance and protection from weathering
- Interstitial space can be monitored for leak detection
- Support designs available for all seismic zones

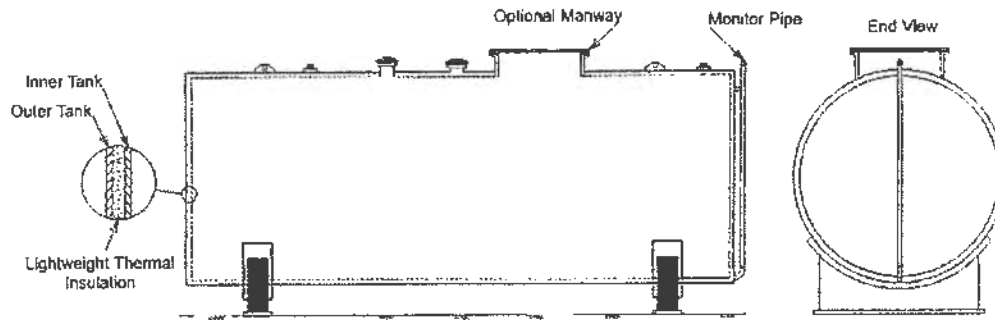


- Horizontal, vertical and rectangular designs available
- Steel is the green choice – it is capable of being recycled after tank closure
- Low cost compartments and customization
- Capacities range up to 50,000 gallons
- Built to nationally-recognized STI standards with strict third-party quality control inspection program
- Available from a large network of STI licensed manufacturers

The Fireguard is available from an extensive group of STI fabricators who participate in the Steel Tank Institute's Quality Assurance Program. Under the program, independent quality control inspectors make unannounced visits to STI members, ensuring fabrication to the highest possible standards.



Fireguard Double-Wall Fire-Protected Aboveground Steel Storage Tanks



- Steel Tank Institute Fireguard and UL Labeled
- Lightweight thermal insulation for fire protection
- Variety of UL approved supports available
- Compatible with a wide range of fuels and chemicals
- Capacities range up to 50,000 gallons
- Easily relocated

Fireguard Guideline Specification

A) General

1. Provide Fireguard double-wall Fire-Protected lightweight steel aboveground storage tanks.

B) Labeling

1. Tanks shall bear the Steel Tank Institute Fireguard identification label.
2. Tanks shall bear Underwriters Laboratories UL 2085 label for Protected Tanks.

C) Product Description

1. Tanks shall be manufactured in accordance with Steel Tank Institute, Standard for Fireguard Thermally Insulated Aboveground Storage Tanks.
2. Tanks shall meet the requirements for "protected" tank as defined by the IFC and NFPA 30.
3. Tanks shall consist of an inner steel wall and an outer steel wall separated by at least 3 inches of insulation.
4. A lightweight monolithic thermal insulation material shall be placed in the tank's interstitial space by the manufacturer. The thermal insulating material shall allow liquid to migrate through the interstice to the monitoring point, shall not be exposed to weathering and shall be protected by the steel secondary containment outer wall.
5. Integral secondary containment shall be testable and provide access for interstitial leak detection monitoring.
6. UL listed supports shall be used for all horizontal, rectangular and vertical tank(s).
7. Primary tank to have vent and emergency vent. Secondary tank to have emergency vent.

D) Manufacturer

1. Manufacturer shall be a licensed member company of the Steel Tank Institute and subject to Steel Tank Institute's Quality Assurance program.

Fiber Glass Systems | **NOV**

500 Conroe Park West Drive
Conroe, TX 77303
Telephone: 936-756-7731
www.containmentsolutions.com

QUOTATION

CSI Fiberglass Underground Petroleum Storage Tanks

Date	Quote #
10/02/23	CSIQ29838

Sold To: JF Petroleum Group
Bob Bissen
San Antonio, TX

Phone:
Fax:

Ship To: ??

Harlingen, TX

Phone:
Fax:

We are pleased to submit the following quotation on fiberglass tanks and accessories. This quotation is subject to the "General Terms and Conditions of Sale" set forth by Fiber Glass Systems, L.P. Limitations of use and detailed warranties are set forth in product literature and available on the CSI website. Equipment sold for specific environments must not be used for other environments before determining suitability with CSI. This quotation is based upon information received at the time of quotation. CSI reserves the right to amend pricing as necessary before acceptance of order.

- | Qty | Description |
|-----|--|
| 2 | Model DWT-6 Type II (8) - 12,000 Gallon Made-To-Order Double-Wall Tank

22" DWT Fiberglass Manway - Carbon Steel Blank Cover
Includes: Steel Lid, Hardware, Deflector Plate & Gasket

(3) 4" Carbon Steel NPT Half Coupling - Manway Cover

(6) 4" Fiberglass NPT Tank Mounted Half Coupling

42" x 6" Single-Wall Secondary Containment Collar |
| 2 | OPTIONAL ITEM: Price not included in total.

Anchoring Package with standard straps: (Optional)

(4) 8' Fiberglass One-Piece Hold Down Strap

(8) 3/4" Dia. Tumbuckle (Model TB3409) - Typical: 8' Diameter Tanks with standard straps

8' Diameter 12,000 Gallon Deadman Anchors - includes 4 - 18' |
| 2 | OPTIONAL ITEM: Price not included in total.

Anchoring Package with Split-Straps Package: (Optional)

(4) 8' Fiberglass Split-Strap

8' Diameter 12,000 Gallon Deadman Anchors - includes 4 - 18' |
| 2 | Estimated Delivery - 4'/6'/8' Dia. Tank from Tulsa, OK to Harlingen, TX
Actual freight will be charged at time of Delivery |

Atlas™ Features Option Summary

[illegible]

S = Standard, O = Optional



Atlas pumps & dispensers for fleet operations

Choose from the industry's leading range of pump and dispenser models, with features and options designed specifically to meet the unique needs of fleet operators.

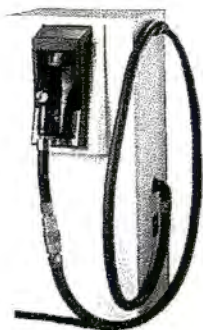
The Gasboy® Atlas series is rugged, durable, reliable and perfectly suited for the tough fleet fueling environment. Electronic and mechanical choices are fit for unattended applications. High flow, Super High Flow, and Ultra

High models provide fast fueling for large vehicles. Satellite dispensers allow simultaneous fueling of saddle tanks to reduce fueling time.

Gasboy Atlas pumps and dispensers are compatible with a full range of Gasboy Fleet Management Systems to help you track and manage your fleet better. From the most simple system to the most comprehensive one, Gasboy offers turnkey solutions to simplify your operation.



Mechanical pumps
and dispensers



Satellite dispensers

High Flow (up to 22 gpm/83 lpm)*

Model Number	Type	Hoses	Products	Motors	Meters
9153K	Pump	Single	1	(1) 1 hp c.d.	Gilbarco CFI
9153KTW1	Pump	Twin	1	(1) 1 hp c.d.	Gilbarco CFI
9153KTW1M	Pump	Twin	1	(2) 1 hp c.d.	Gilbarco CFI
9153KTW2	Pump	Twin	2	(2) 1 hp c.d.	Gilbarco CFI
9153KX	Dispenser	Single	1	n/a	Gilbarco CFI
9153KXTW1	Dispenser	Twin	1	n/a	Gilbarco CFI
9153KXTW2	Dispenser	Twin	2	n/a	Gilbarco CFI

Model Number	Works With	Hoses	Products	GPM(LPM)*	Motors	Meters
2150	9153KX	Single	1	Up to 21	n/a	n/a
2150-2	9853KX	Single	1	Up to 21	n/a	n/a
2150TW-2		Twin	1	Up to 21	n/a	n/a
2160	9850KX	Single	1	Up to 40	n/a	n/a
2160-2	9840KX	Single	1	Up to 40	n/a	n/a
2160TW-2	9850K	Twin	1	Up to 40	n/a	n/a

Ultra High Flow (up to 50 gpm/189 lpm)*

Model Number	Type	Hoses	Products	Motors	Meters
9850K	Pump	Single	1	(1) 1½ hp c.d.	Liquid Controls
9850KTW3	Pump	Combo	1	(1) 1½ hp c.d.	Liquid Controls
9850KX	Dispenser	Single	1	n/a	Liquid Controls
9850KXTW1	Dispenser	Twin	1	n/a	Liquid Controls
9850KXTW2	Dispenser	Twin	2	n/a	Liquid Controls
9850KXTW3	Dispenser	Combo	1	n/a	Liquid Controls

Super High Flow (up to 40 gpm/151 lpm)*

Model Number	Type	Hoses	Products	Motors	Meters
9840K	Pump	Single	1	(2) 1 hp c.d.	(2) Gilbarco CFI
9840KX	Dispenser	Single	1	n/a	(2) Gilbarco CFI

High Flow (up to 22 gpm/83 lpm)*

Model Number	Type	Hoses	Products	Motors	Meters
9853K	Pump	Single	1	(1) 1 hp c.d.	Gilbarco CFI
9853KTW1	Pump	Twin	1	(1) 1 hp c.d.	Gilbarco CFI
9853KTW1M	Pump	Twin	1	(2) 1 hp c.d.	Gilbarco CFI
9853KTW2	Pump	Twin	2	(2) 1 hp c.d.	Gilbarco CFI
9853KX	Dispenser	Single	1	n/a	Gilbarco CFI
9853KXTW1	Dispenser	Twin	1	n/a	Gilbarco CFI
9853KXTW2	Dispenser	Twin	2	n/a	Gilbarco CFI

EBS Electronic Dispensers

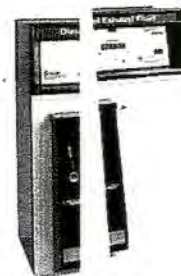
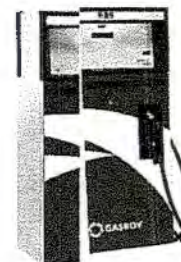
Model Number	Type	Hoses	Products	Nozzle Position	Meters
9872KX F	Dispenser	Single	1	Side	(1) C+
9872KX F2	Dispenser	Single	1	Front	(1) C+
9872KXTW1 Z	Dispenser	Twin	1	Front	(2) C+

DEF Electronic Dispensers

Model Number	Type	Application	Nozzle Position	Hoses	Products	Sides	Meters
9862KX-Z	Dispenser	Cold Weather	Front	1	1	1	(1) Coriolis Mass Flow
9862KX-WW	Dispenser	Warm Weather	Side	1	1	2	(1) Coriolis Mass Flow
9862KX-TWW	Dispenser	Warm Weather	Front	1	1	1	(1) Coriolis Mass Flow



Electronic pump:
and dispensers





Proposal

23-2768R0



3113 St. Louis Ave. • Fort Worth, Texas 76110 • Local: 817-924-6173 • US/TX: 800-735-4626 • Fax: 817-924-8643

Attn: Mr. Bob Bissen

Date: October 03, 2023

JF Petroleum Group - San Antonio
14833 Bulverde Road
San Antonio, TX 78247
(210) 661-2489

Ship To: New Canopy
Harlingen City Publ Works
404 South 54th Street
Harlingen, TX 78550

Jimco is pleased to submit specifications and estimates for:

One New 24'-0 x 35'-0 Canopy as described herein:

Specifications and Inclusions:

Design Loads: As Required

Clearance: 16'-0 from grade to bottom of fascia.

Anchor Bolts: (8) provided by Jimco for others to install.

Footings: Anchor bolt footings installed by others. When Jimco arrives to erect canopy, anchor bolts must be straight and clean. Top of footings must be exposed and dry or additional charges will be incurred.

Columns: (2) 12" square (Primed Only)

Centers: 12'-0 x 12'-0 on end, 11'-6 x 12'-0 x 11'-6 on sides.

Decking: White embossed 16 inch 20ga. pan decking with 20ga. inter-locking gutter.

Fascia: (36 inch) Stock color ACM. All signage and/or graphics by others.

Lights: Lights provided by owner for Jimco to Hang.

All electrical by others. Wired and sealed on top by owner. Lights are warranted by manufacturer (reference manufacturer's warranty)

Blueprints: Provided by owner

Permits: Provided by owner

Note: Furnish and install 3 inch PVC internal drains in (2) columns.

Note: Furnish and install (2) 1 inch conduit with seal-off in column(s).



Proposal

23-2767R0



3113 St. Louis Ave. • Fort Worth, Texas 76110 • Local: 817-924-6173 • US/TX: 800-735-4626 • Fax: 817-924-8643

Attn: Mr. Bob Bissen

Date: October 03, 2023

JF Petroleum Group - San Antonio
14833 Bulverde Road
San Antonio, TX 78247
(210) 661-2489

Ship To: New Canopy
Harlingen Recycling Center
1006 S Commerce St.
Harlingen, TX 78550

Jimco is pleased to submit specifications and estimates for:

One New 24'-0 x 32'-0 Canopy as described herein:

Specifications and Inclusions:

Design Loads: As Required

Clearance: 18'-0 from grade to bottom of fascia.

Anchor Bolts: (8) provided by Jimco for others to install.

Footings: Anchor bolt footings installed by others. When Jimco arrives to erect canopy, anchor bolts must be straight and clean. Top of footings must be exposed and dry or additional charges will be incurred.

Columns: (2) 12" square (Primed Only)

Centers: 12'-0 x 12'-0 on end, 10'-0 x 12'-0 x 10'-0 on sides.

Decking: White embossed 16 inch 20ga. pan decking with 20ga. inter-locking gutter.

Fascia: (36 inch) Stock color ACM. All signage and/or graphics by others.

Lights: Lights provided by owner for Jimco to Hang.

All electrical by others. Wired and sealed on top by owner. Lights are warranted by manufacturer (reference manufacturer's warranty)

Blueprints: Provided by owner

Permits: Provided by owner

Note: Furnish and install 3 inch PVC internal drains in (2) columns.

Note: Furnish and install (2) 1 inch conduit with seal-off in column(s).

BID PROPOSAL

Bid No. 2024-02 Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade

Gabriel Gonzalez, City Manager
City of Harlingen

The undersigned, as bidder, declares that the person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Notice to Bidders, Specifications & the Plans therein referred to, and agrees that he will provide all the necessary labor, machinery, tool, apparatus, and other items.

Bidder acknowledges receipt of the following addendum or addenda.

- 1.) Addendum #1
- 2.) Addendum #2
- 3.) _____

It is understood and agreed that the owner may delay awarding the contract and hold the bids for a period not to exceed sixty (60) days.

It is agreed that all work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the Owner.

The undersigned certifies that the bid prices contained in the Bid Form and in the Bid Schedule have been carefully checked and are submitted as correct and final.

Signed:

Domino R L

Title:

Pres.

Date:

11/13/2023

Company:

South Texas Pump Inc.

Street Address:

PO Box 1852

City and State:

Weslaco, Tx. 78599

Phone:

956-969-3534

Fax:

956-968-6386

**EXCERPT FROM THE CITY OF HARLINGEN
CHEMICAL HAZARD COMMUNICATION PROGRAM
SECTION IX - ON SITE CONTRACTORS**

ON-SITE CONTRACTORS:

1. It is the responsibility of the City Manager or the Department Director or City Official to furnish the on-site contractor(s) with the following:

- Description of hazardous chemicals to which the Contractor's employee may be exposed.
- Suggestion for appropriate protective measures.

2. Likewise, on-site contractors will furnish the City Manager or the Department Director or City Official with the following:

- Description of any hazardous chemicals brought onto City property to which City employees may be exposed.

3. Contractor must sign a statement that all on-site contractors, subs and suppliers have read and agreed to follow the policy outlined above; that they have provided the City with the information about any hazardous chemicals being brought into City property.

4. City reserves the right to stop the work of a Contractor if compliance with this policy is inadequate until all applicable safety and health procedures are implemented by the Contractor and the contractor is in compliance with City's policy.

Note: The requirements of this section do not apply to Contractors who provide temporary employees to the City.

Acknowledgement:

Name Dominguez

Title: Pres.

BID FORM

We, the undersigned, have completely read the specification for:

Bid No. 2024-02 Purchase and Installation of Petroleum Storage Tanks, Dispensers, and Complete System Upgrade

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) STORAGE TANKS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
1A	2	UL142 AST 10,000 GL Capacity, WATCO DOUBLE-WALL Flameshield TANKS	1- \$34,500.00 1- \$54,500.00	\$91,000.00	Newberry TANKS
2A	2	Submerged Turbine Pumps	\$3,000.00	\$6,000.00	FE PETRO
3A	1	Dual Port Remote Fill Container	\$2,500.00	\$2,500.00	
4A	2	All New Product Piping, Valves, Fittings, and Electrical Materials	\$65,000.00	\$130,000.00	
5A	1	Turn-key Removal & Installation 1A-4A	\$35,000.00	\$35,000.00	
		TOTAL BID: SITE A TANKS :		\$199,500.00	
Estimated Calendar Days for Delivery:			18 wks	(18 wks) Days	

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) FUEL DISPENSERS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
6A	2	Dual Fuel Dispensers for Unleaded product, Mechanical Register w/minimum flow = or > 15 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	\$10,000.00	\$20,000.00	Dresser Wayne G16200 Series Mech Dispenser
7A	2	Dual Fuel Dispensers for Diesel product, Mechanical Register w/minimum flow = or > 22 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	\$10,000.00	\$20,000.00	Dresser Wayne G16200 Series
8A	1	Cement Work & Rebuild New Cement Pump Island (if needed to bring site up to code)	\$3,000.00	\$3,000.00	
9A	1	Turn-key Removal & Installation 6A-8A	\$5,000.00	\$5,000.00	
		TOTAL BID: SITE A DISPENSERS :		\$48,000.00	
Estimated Calendar Days for Delivery:			45 days	Days	

BID FORM (continued)

SITE A: 404 S. 54TH ST. (PUBLIC WORKS) CANOPY REPLACEMENT					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
10A	2	New Canopy with LED Lighting Qty 2	\$70,000.00	\$70,000.00	1-36' X 48' Canopy
11A	1	Turn-key Removal & Installation 10A	\$10,000.00	\$10,000.00	
TOTAL BID: SITE A CANOPY REPLACEMENT :				\$80,000.00	
Estimated Calendar Days for Delivery:			14-16 wks	(WKS) Days	

SITE B: 1006 S. COMMERCE ST. PETROLEUM STORAGE TANKS					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
1B	2	UL UST 12,000 GL Capacity, ZCL XERXES DOUBLE-WALL TANKS	\$35,000.00	\$70,000.00	Xerxes Tanks
2B	2	Submerged Turbine Pumps	ENC.	ENC.	
3B	2	Spill Buckets	ENC.	ENC.	
4B	2	All New Product Piping, Valves, Fittings, and Electrical Materials	\$160,000.00	\$160,000.00	
5B	1	Turn-key Removal & Installation 1B-4B	\$30,000.00	\$30,000.00	
TOTAL BID: SITE B TANKS :				\$260,000.00	
Estimated Calendar Days for Delivery:			18-22 wks	Days	

SITE B: 1006 S. COMMERCE ST. / FUEL DISPENSERS					
Line #	Qty	Item Description	Cost/Item	Total	Variance/Comments
6B	1	Dual Fuel Dispenser for Unleaded product, Mechanical Register w/minimum flow = or > 15 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	\$10,000.00	\$10,000.00	Dresser Wayne 66200 Series
7B	1	Dual Fuel Dispenser for Diesel product, Mechanical Register w/minimum flow = or > 22 gpm, Total Hoses (4) *Preferred: Gasboy Atlas Twin Mechanical Suction Pump	\$10,000.00	\$10,000.00	
8B	1	Cement Work & Rebuild New Cement Pump Island (if needed to bring site up to code)	\$20,000.00	\$20,000.00	
9B	1	Turn-key Installation for Site B #1B-3B	\$15,000.00	\$15,000.00	
TOTAL BID: SITE B DISPENSERS :				\$55,000.00	
Estimated Calendar Days for Delivery:			45 days	Days	

BID FORM (continued)

SITE B: 1006 S. COMMERCE ST. / CANOPY REPLACEMENT					
Line #	Qty	Item Description	Cost/Item	Total	Variance/Comments
10B	1	New Canopy with LED Lighting	\$50,000.00	\$50,000.00	24' X 30'
11B	1	Turn-key Removal & Installation for Site 1B	\$10,000.00	\$10,000.00	
TOTAL BID: SITE B CANOPY REPLACEMENT :				\$60,000.00	
Estimated Calendar Days for Delivery:			14-16 wks	(wks) Days	

SITE A & B: 404 S. 54TH ST. AST MONITORING SYSTEM UPGRADE					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
12AB	2	Automatic Tank Gauge Systems (1 per location). *Preferred: Gilbarco, Veeder Root or OPW Petro-Vend	\$25,000.00	\$25,000.00	VIR TCS 41
13AB	2	Miscellaneous electrical & other materials	\$5,000.00	\$5,000.00	
14AB	1	Removal & Installation 12AB- 13AB	\$5,000.00	\$5,000.00	
TOTAL BID: AST SYSTEM UPGRADE :				\$35,000.00	
Estimated Calendar Days for Delivery:			10-12 wks	(wks) Days	

SITE A & B: 404 S. 54TH ST. FUEL MGMT SOFTWARE UPGRADE					
Line#	Qty	Item Description	Cost/Item	Total	Variance/Comments
15AB	1	Fuel Management Cloud Based Software with Cellular Connectivity *Preferred: Fuel Master or OPW Petro-Vend	\$50,000.00	\$50,000.00	Fuelmaster FM Live
16AB	4	Island Controllers / User Access Prokee Readers	INC.	INC.	
17AB	2	USB Prokee Encoding Devices	INC.	INC.	
18AB	1	Hardware / Equipment: FMLink Kit, Tablet/Tank Control Module Kit, TCM - Tank Control Module Only Tablet, FMLink Tablet Only, Wi-Fi	INC.	INC.	
19AB	1	Turn-key Installation for 15AB-18AB	\$10,000.00	\$10,000.00	
TOTAL BID:				\$60,000.00	
Estimated Calendar Days for Delivery:			10-12 wks	(wks) Days	

BID FORM (continued)

Delivery Information:

The quoted date of delivery is an important part of the bid. It, in many cases, may be the deciding factor in the award of bid.

Please include the following documents with your bid, if applicable to your bid.

- AST & UST Manufacturer specification: Newberry AST tanks and Xerxes Corp FRP Tanks
- Fuel Dispenser Manufacturer specifications: Dresser Wayne Dispensers G6200 Series Dual/Single
- Canopy Manufacturer specifications: Site A = 36'x48', 4) 10" columns canopy, 12) LED lights
- Manufacturer warranty details for each named above: 1 year from install on Canopy, 2 year from installation on Dispensers, on Tanks - manufacturer warranty
- Cooperative contract name and pricing: N/A

This bid price includes all equipment, material as set forth in the attached specification packet and instructions. I have read and agree to comply with all of these requirements.

It is understood and agreed that the owner may delay awarding the contract and hold the bids for a period not to exceed sixty (60) days.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID TO PROVIDE THE PRODUCTS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID PRODUCTS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION. FAX RESPONSES WILL NOT BE ACCEPTED.

Respectfully submitted this 13th day of November, 2023.

Authorized Representative:

Title:

Company:

Mailing Address City/State/Zip:

Phone / Fax Number:

Email Address:

Dominy R. L.
Pres
South Texas Pump Tank
PO Box 1852, Waskala, Texas 78599
956) 969-3534 / 956-968-6386
stpump@gmail.com



BID REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: South Texas Pump Inc.
 Address: PO Box 1852, Weslaco, Texas 78599
 Contact Person: Domingo Perez Jr.
 Office Phone #: 956-969-3534 Mobile #: 956-463-4456
 Email Address: stpump@gmail.com

2. Your Corporate Company's name and business information.

Corporate name: South Texas Pump Inc.
 Address: PO Box 1852, Weslaco TEXAS 78599
 Office Phone #: 956-969-3534 Mobile #: 956-463-4456
 Email Address: stpump@gmail.com

3. Does your company participate in Cooperative Contract Pricing? YES ☐ NO ☒ (select below)

☐ BuyBoard (TASB) ☐ H-GAC ☐ Choice Partners ☐ GSA ☐ ASC
☐ OMNIA Partners ☐ TXMAS ☐ Sourcwell ☐ TIPS ☐ TCI
☐ TXSmartBuy ☐ TXDIR ☐ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

Company Name	Contact Name	Phone	Email
1. <u>Hidalgo County Sheriff Dept.</u>	<u>Norma Martinez</u>	<u>956-393-6024</u>	<u>norma.lmartinez@hidalgo6000.org</u>
2. <u>Sharyland ISD</u>	<u>Melissa Ybarra</u>	<u>956-580-5200</u>	<u>mybarra@sharylandisd.org</u>
3. <u>Roma ISD</u>	<u>Mr. Cantu</u>	<u>956-849-8368</u>	<u>jcantu8@romaisd.com</u>

5. Municipal projects (local preferred):

Municipality Name	Project Name	Amount	Completion Date
1. <u>Roma ISD</u>	<u>Roma ISD</u>	<u>120,000-</u>	<u>5/2020</u>
Contact Name, Phone, Email: <u>Mr Cantu</u> <u>956-849-8368</u> <u>jcantu8@romaisd.com</u>			
2. <u>LRGVDC -Valley Metro</u>		<u>59,900-</u>	<u>9/2023</u>
Contact Name, Phone, Email: <u>Nicole Quinonez</u> <u>956-682-3481</u> <u>vm.maintenance@lrgvdc.org</u>			
3. <u>Hidalgo County Sheriff's Dept.</u>		<u>46,700-</u>	<u>1/2023</u>
Contact Name, Phone, Email: <u>Norma Martinez</u> <u>956-393-6024</u> <u>norma.lmartinez@hidalgo6000.org</u>			
4. <u>Sharyland ISD</u>		<u>106,000.00</u>	<u>6/2020</u>
Contact Name, Phone, Email: <u>Melissa Ybarra</u> <u>956-580-5200</u> <u>mybarra@sharylandisd.org</u>			
5. <u>City of McAllen</u>		<u>10,000-</u>	<u>3/2019</u>
Contact Name, Phone, Email: <u>Mr. Galindo</u> <u>956-681-4404</u> <u>jgalindo@mcallen.net</u>			

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.South Texas Pump Inc.**2** ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3 Name of local government officer about whom the information is being disclosed.**Domingo Perez Jr.
Name of Officer**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** Domingo Perez Jr.
Signature of vendor doing business with the governmental entity11/13/23
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1094090

Date Filed:
11/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SOUTH TEXAS PUMP INC
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF HARLINGEN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID NO: 2024-02
INSTALL TANKS, FUEL MANAGEMENT SYSTEM, ACCESSORIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Domingo Perez Jr, and my date of birth is 10/19/1958

My address is PO Box 1852, Weslaco, Tx, 78599, Hidalgo
(street) (city) (state) (zip code) (county)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 13th day of Nov, 2023
(month) (year)

Domingo Perez Jr

Signature of authorized agent of contracting business entity
(Declarant)

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

South Texas Pump Inc
 Po Box 1852, Weslaco, TX 78599
 (956) 969-3535

SURETY:*(Name, legal status and principal place of business)*

Jet Insurance Company
 11440 Carmel Commons Blvd Ste 207 Charlotte, NC 28226
 8004381162

OWNER:*(Name, legal status and address)*

City of Harlingen
 404 South 54th St
 Harlingen TX 78550

BOND AMOUNT:Not to Exceed: **Twenty Thousand** (\$20,000.00) Dollars**PROJECT:***(Name, location or address, and Project number, if any)*

City of Harlingen Public Works
 404 South 54th Street, Harlingen, TX 78550

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **14th** day of **November** **2023**

[Signature]
 (Witness)

South Texas Pump Inc
[Signature]
 (Principal) (Seal)

[Signature]
 Pres.
 (Title)

Jet Insurance Company
[Signature]
 (Surety) David Gonsalves

[Signature]
 (Witness) Nick Brady

Attorney in Fact
 (Title)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That JET INSURANCE COMPANY, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$20,000.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon JET INSURANCE COMPANY as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of JET INSURANCE COMPANY by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, JET INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Silno

Richard Popp

STATE OF NORTH CAROLINA
County of Mecklenburg

Spencer Silno, President

Richard Popp, Secretary

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of JET INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by JET INSURANCE COMPANY, which is still in full force and effect

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of November, 2023.



Richard Popp

Richard Popp, Secretary



PO Box 471023
Charlotte, NC 28226
Phone: (800) 438-1162
Fax: (704) 364-3214

This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.

Without these results, Final Payment and Performance bonds will not be approved.

Contractor's Name: South Texas Pump Inc
Project Name: City of Harlingen Public Works
Bid Bond Number: BB403290
Bid Bond Estimate: 400000.00
Date of Bid: 2023-11-14

WERE YOU LOW BIDDER: ☐ YES ☐ NO

PLEASE COMPLETE THE FOLLOWING:

<u>BIDDER</u>	<u>AMOUNT</u>
Low Bid: _____	\$ _____
2 nd Bid: _____	\$ _____
3 rd Bid: _____	\$ _____

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

South Texas Pump Inc
Po Box 1852, Weslaco, TX 78599
(956) 969-3535

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
11440 Carmel Commons Blvd Ste 207 Charlotte, NC 28226
8004381162

OWNER:

(Name, legal status and address)

City of Harlingen
404 South 54th St
Harlingen TX 78550

BOND AMOUNT:Not to Exceed: **Twenty Thousand**

(\$20,000.00) Dollars

PROJECT:

(Name, location or address, and Project number, if any)

City of Harlingen Recycling Center
6006 South Commerce, Harlingen, TX 78550

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of November 2023

Luisa H. Perez
(Witness)

South Texas Pump Inc
[Signature]
(Principal) (Seal)
Pres.

(Title)
Jet Insurance Company
[Signature]
(Surety) David Gonsalves

Nick Brady
(Witness) Nick Brady

Attorney In Fact
(Title)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Bond Number: BB403292

JET INSURANCE COMPANY POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That JET INSURANCE COMPANY, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$20,000.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon JET INSURANCE COMPANY as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of JET INSURANCE COMPANY by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

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IN WITNESS WHEREOF, JET INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Silno, President

Richard Popp, Secretary

STATE OF NORTH CAROLINA
County of Mecklenburg

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of JET INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by JET INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of November, 2023.



Richard Popp, Secretary



PO Box 471023
Charlotte, NC 28226
Phone: (800) 438-1162
Fax: (704) 364-3214

This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.

Without these results, Final Payment and Performance bonds will not be approved.

Contractor's Name: South Texas Pump Inc
Project Name: City of Harlingen Recycling Center
Bid Bond Number: BB403292
Bid Bond Estimate: 400000.00
Date of Bid: 2023-11-14

WERE YOU LOW BIDDER: ☐ YES ☐ NO

PLEASE COMPLETE THE FOLLOWING:

<u>BIDDER</u>	<u>AMOUNT</u>
Low Bid: _____	\$ _____
2 nd Bid: _____	\$ _____
3 rd Bid: _____	\$ _____

Item # 6

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to approve a service contract between the City of Harlingen and UniFirst Corporation to provide uniform rental and laundering services for city employees and to authorize the City Manager to sign the contract.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director

Signature:



Brief Summary:

The City of Harlingen currently has approximately 140 employees that require the use of service industry uniforms for the following departments: Sanitation, Street, City Shop, Traffic Signals, Recycling, Parks, Public Buildings, and the Golf Course. The uniform program will include the rental of 11 or 13 sets of uniforms per employee, weekly laundering services, and uniform repairs or replacements, as needed, for the term of three (3) years.

The City of Harlingen requested sealed bids under Bid No. 2023-24 Employee Uniform Rental and Laundering Services. We received a total four bid responses from the following companies:

AlSCO Linen & Uniform	\$.36/set = \$4.68/week + annual increases (did not disclose) *BuyBoard
Aramark Uniform Services	\$.25/set = \$3.25/week + 3% Invoice Svc Chg + 3.5% annual increases
Cintas Corporation	\$.39/set = \$5.07/week + annual increases (did not disclose) *Omnia Ptnrs
UniFirst Corporation	\$.30/set = \$3.90/week No annual increases *BuyBoard Contract# 670-22

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☒ Yes ☐ No*

*If no, specify source of funding and amount requested:

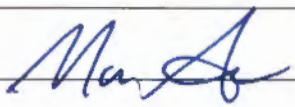
Finance Director's approval: ☒ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval to enter into a service contract with UniFirst Corporation through the BuyBoard Cooperative Contract #670-22 for the uniform rental and laundering program, and to authorize the City Manager to sign the contract.

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☒ Yes ☐ No ☐ N/A

Bid No. 2023-24 Employee Uniform Rental & Laundering Services

Date: September 5, 2023

Bid Deadline: 2:00 P.M.

COMPANY NAME:		BID PROPOSAL		BID PROPOSAL		BID PROPOSAL		BID PROPOSAL	
		AlSCO Uniforms		Aramark Uniform Services		Cintas Corporation		UniFirst Corporation	
ITEM	DESCRIPTION	COST PER ITEM	WEEKLY RENTAL COST/13 SETS	COST PER ITEM	WEEKLY RENTAL COST/13 SETS	COST PER ITEM	WEEKLY RENTAL COST/13 SETS	COST PER ITEM	WEEKLY RENTAL COST/13 SETS
1. SS Shirt	Industrial 65%/35%	\$ 0.17	\$ 2.21	\$ 0.12	\$ 1.56	\$ 0.18	\$ 2.34	\$ 0.14	\$ 1.82
2. LS Shirt	Industrial 65%/35%	\$ 0.17	\$ 2.21	\$ 0.12	\$ 1.56	\$ 0.18	\$ 2.34	\$ 0.14	\$ 1.82
3. SS Shirt	Industrial 100% Cotton	\$ 0.22	\$ 2.86	\$ 0.19	\$ 2.47	\$ 0.26	\$ 3.38	\$ 0.22	\$ 2.86
4. LS Shirt	Industrial 100% Cotton	\$ 0.22	\$ 2.86	\$ 0.19	\$ 2.47	\$ 0.26	\$ 3.38	\$ 0.22	\$ 2.86
5. SS Shirt	Executive 70%/30%	\$ 0.22	\$ 2.86	\$ 0.14	\$ 1.82	\$ 0.64	\$ 8.32	\$ 0.24	\$ 3.12
6. LS Shirt	Executive 70%/30%	\$ 0.22	\$ 2.86	\$ 0.14	\$ 1.82	\$ 0.64	\$ 8.32	\$ 0.24	\$ 3.12
7. SS Shirt	Classic Polo 100% Poly no pocket	\$ 0.24	\$ 3.12	\$ 0.23	\$ 2.99	\$ 0.38	\$ 4.94	\$ 0.22	\$ 2.86
8. SS Shirt	Classic Polo 100% Poly w/pocket	\$ 0.27	\$ 3.51	\$ 0.23	\$ 2.99	\$ 0.38	\$ 4.94	\$ 0.22	\$ 2.86
9. LS Shirt	Flame Resistant Work Shirt	\$ 0.61	\$ 7.93	\$ 0.54	\$ 7.02	\$ 0.74	\$ 9.62	\$ 0.47	\$ 6.11
10. SS Shirt	High Visibility Work Type O Class 1	\$ 0.57	\$ 7.41	\$ 0.29	\$ 3.77	\$ 0.55	\$ 7.15	\$ 0.42	\$ 5.46
11. LS Shirt	High Visibility Work Type O Class 1	\$ 0.57	\$ 7.41	\$ 0.29	\$ 3.77	\$ 0.40	\$ 5.20	\$ 0.42	\$ 5.46
12. SS Shirt	High Visibility Work Type R Class 2	\$ 0.57	\$ 7.41	\$ 0.45	\$ 5.85	\$ 0.67	\$ 8.71	\$ 0.50	\$ 6.50
13. LS Shirt	High Visibility Work Type R Class 2	\$ 0.57	\$ 7.41	\$ 0.45	\$ 5.85	\$ 0.67	\$ 8.71	\$ 0.50	\$ 6.50
14. SS Shirt	High Visibility Work Type R Class 3	\$ 0.87	\$ 11.31	\$ 0.75	\$ 9.75	\$ 0.79	\$ 10.27	\$ 0.52	\$ 6.76
15. LS Shirt	High Visibility Work Type R Class 3	\$ 0.87	\$ 11.31	\$ 0.75	\$ 9.75	\$ 0.79	\$ 10.27	\$ 0.52	\$ 6.76
16. Pant	Industrial 65%/35%	\$ 0.19	\$ 2.47	\$ 0.13	\$ 1.69	\$ 0.21	\$ 2.73	\$ 0.16	\$ 2.08
17. Pant	Industrial 100% Cotton	\$ 0.28	\$ 3.64	\$ 0.19	\$ 2.47	\$ 0.37	\$ 4.81	\$ 0.23	\$ 2.99
18. Pant	Executive Slacks	\$ 0.25	\$ 3.25	\$ 0.23	\$ 2.99	\$ 0.50	\$ 6.50	\$ 0.24	\$ 3.12
19. Pant	Executive Slacks w/elastic sides	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 0.24	\$ 3.12
20. Coverall	Work Clothes (mechanics)	\$ 0.35	\$ 4.55	\$ 0.32	\$ 4.16	\$ 0.45	\$ 5.85	\$ 0.42	\$ 5.46
21. Apron	Denim Apron (mechanics)	\$ 0.80	\$ 10.40	\$ 0.23	\$ 2.99	\$ 0.48	\$ 6.24	\$ 0.50	\$ 6.50
22. Mat	3x5 Door mat rubber backed	\$ 1.75	\$ 22.75	\$ 1.95	\$ 25.35	\$ 2.39	\$ 31.07	\$ 1.75	\$ 22.75
23. Towels	Microfiber Towels	\$ 0.15	\$ 1.95	\$ 0.08	\$ 1.04	\$ 0.17	\$ 2.21	\$ 0.10	\$ 1.30
Total for 13 Sets 1 Employee (#1 & #16) Year 1:		\$ 0.36	\$ 4.68	\$ 0.25	\$ 3.25	\$ 0.39	\$ 5.07	\$ 0.30	\$ 3.90
				Add \$.06 shirt/pant	Easy Care Program				
				\$ 0.31	\$ 4.03				
Annual Increase Price - Year 2:		?	?	\$ 0.3209	\$ 4.1711	?	?	\$ -	\$ -
Annual Increase Price - Year 3:		?	?	\$ 0.3321	\$ 4.3170	?	?	\$ -	\$ -
*** Cooperative Contract: ***		*BuyBoard Contract# 670-22		*NO		*Omnia Contract# 001299		*BuyBoard Contract# 670-22	
Annual Increases		YES *Did Not Disclose		YES 3.5% ANNUALLY		YES *Did Not Disclose		NO NO Increase/*BAFO	

OTHER FEES		Alsco Uniforms		Aramark Uniform Services		Cintas Corporation		UniFirst Corporation	
1	Account Set-up fee	N/C	per employee	\$ -	per employee	\$ -	per employee	\$ -	per employee
2	Fitting fee	N/C	per employee	\$ -	per employee	\$ -	per employee	\$ -	per employee
3	Emblem fee	\$ 1.95	per each item	\$ -	per each item	\$ 2.00	per each item	\$ 2.50	per each item
4	Name tag fee	\$ 1.50	per each item	\$ -	per each item	\$ 1.00	per each name	\$ 1.00	per each item
5	Oversized Uniform fee	N/C	per each	\$ -	per each	\$ 0.15	per each	\$ -	per each
6	Stain Removal fee	N/C	per each	\$ -	per each	\$ -	per each	\$ -	per each
7	Button Replacement fee	N/C	per each	\$ -	per each	\$ -	per each	\$ -	per each
8	Patching fee	N/C	per each	\$ -	per each	\$ -	per each	\$ -	per each
9	Re-sizing fee due to weight gain/loss	\$ 1.50	per each	\$ -	per each	\$ 10.00	per each	\$ -	per each
10	Emblem Replacement fee	\$ 1.95	per each	\$ 1.00	per each	\$ -	per each	\$ 2.50	per each
11	Name Tag Replacement fee	\$ 1.50	per each	\$ 0.50	per each	\$ -	per each	\$ 1.00	per each
12	Environmental fee	N/C	per:	\$ -	per:	\$ -	per:	\$ -	per:
13	Waste Water fee	N/C	per:	\$ -	per:	\$ -	per:	\$ -	per:
14	Energy fee	N/C	per:	\$ -	per:	\$ -	per:	\$ 3.00	per:
15	Buy-Back fee	N/C	per:	\$ -	per:	\$ 19.95	per: non-FRC	\$ -	per:
16	Additional pickup fee	\$ 35.00	per: Pick Up	\$ -	per:	\$ -	per:	\$ -	per:
17	Invoice Fee (multiple departments)	\$ 12.50	per: Invoice	3% Svc.Chg	per: Delivery	\$ -	per:	\$ -	per:
18	Embroidery Fee-Exec & Polo shirts	Quote/Design	per: Garment	\$ 4.95	per: Logo/Name	\$ 5.00	per:	\$ 5.00	per:
19	Barcoding Garment Fee	\$ 1.50	per: Garment	\$ 1.00	per: Garment	\$ 1.75	per:	\$ 0.85	per:
20	Other:	see #17	per: Invoice	3%	per: Ea. Towels & Linens Only	\$ 0.05	per Garment		
20	Other: Program Fees:				Easy Care Program		Advantage Program		
				\$ 0.03	per: Each garment	\$ 0.25	\$.15/shirt;\$.10/pant		
Total for Other Fees		\$ 57.40		\$ 7.51	#17 & #20 not calcula	\$ 40.15		\$ 15.85	

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
1	Headquarters address:	504 E200 South Salt Lake City, Utah 84102	115 N. 1st Street Burbank, CA 91502	6800 Cintas Blvd. Mason OH, 45040	68 Jonspin Road Wilmington, MA 01887
2	Local Laundering Facility Address:	3322 E. Commerce St. San Antonio, TX 78220	10591 Fischer Road Von Ormy, TX 78073	700 Dawson Rd. Mercedes TX 301 Junior Beck Dr., CC, TX 78405	515 E. Beech Ave. McAllen, TX 78501
3	How do you clean/wash uniforms, include stain removal process?	Uniforms are cleaned/washed using industrial laundry standards, stains treated on case basis.	Aramark partners with Ecolab to formulate the most effective and unique wash process that maintains the integrity of the fabric, comfort and overall quality. We adhere to the highest quality control standards to keep you looking your best.	Garments are separated by type and a pre-formulated formula is used for each type. All garments are sorted by type & weighed to ensure machine capacity is not exceeded. A computerized system injects the appropriate chemical formula bases on fabric & garment type. garments are then dried, hung up, and inspected using a lighted mannequin for integrity of fabric.	UniFirst utilizes industrial washer/dryers and a combination of steam tunnels & triple back presses for cleaning and finishing.
4	Fee for Pressing	Steam Tunnel finish. Pressing not available.	Our pricing for this bid is inclusive of our advanced steam tunnel finish.	Steam Tunnel finish to relax the fabric from wrinkles. Do not offer Pressing, it reduces the life of the garment and requires it to be replaced more often. This in return increases the rental cost and we want to offer a competitive price.	Steam Tunnel finish on shirts and pants. Only executive shirts and pants are pressed a no additional charge.
5	What is procedure to replace heavily stained or torn uniforms?	Heavily stained or torn uniforms are replaced with pre-worn garments as needed.	We understand uniforms are subject to normal wear & tear within the contracted period. Easy Care covers damages cost & replacements. Product undergoes quality inspections to identify garments that need to be replaced or repaired. We also supply the customer with a way to mark the items needing attention for immediate repair.	We offer an Advantage Program to cover damaged or unrepairable garments. Advantage Program cost: \$.15/shirt; \$.10/pant = \$.25 per uniform set.	Any garments that is heavy stained or torn will be replaced on as need basis with shirts/pants that match the general condition of the garments.

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
6	How do you ensure that each employee's needs are met and that their uniforms fit?	We ask employees to try on actual uniform samples to ensure proper fit prior to ordering garments.	All employees will be properly fitted in the selected style & size prior to ordering. Each employee will sign off on their correct size & selection prior to ordering. Sizings are orchestrated by Aramark employees trained for this task.	Every employee will try on the actual uniform that is assigned to their dept and both parties will gain agreement on sizes. They will be documented on an order form reviewed by the employee and agreeing to sizes by providing an approval signature.	Each employee will be individually fitted with actual garments that is chosen for each department.
7	Is there a charge to replace uniforms due to weight loss/gain.	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge.	No. There would only be a one time cost to cover the emblem and prep charges.	Yes. Per our Co-op, there is a fee of \$10.00 per garment or enroll in our All-Inclusive program.	Yes. Fees per each garment: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).
8	Do you replace uniforms that wear out before the end of the agreement period? Yes/No	Yes.	Yes.	Yes. Our program includes our "Replacement as Need Program."	Yes.
9	Is there a charge for replacing these uniforms #8?	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge.	No. Easy Care covers the cost of these replacements at cost of \$.03 per garment	Yes. When the garments begin to show normal wear, there is no cost to replace the garment. You may incur a prep fee or be enrolled in our All-Inclusive Program .	Yes. Same as #7: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).
10	Do you use a depreciation schedule to replace used uniform?	No.	No. Residual value of each shirt and pant for three years. \$12.50 ea. Shirt \$13.50 ea. Pant	Yes. The garments are depreciated at 30% per year in service.	Yes. Pg 22 Depreciation chart: New: \$23.90 Shirts \$33.43 Pants Yr 2: \$16.93 shirts/ \$26.74 Pants Yr 3: \$9.56 shirts / \$13.37 Pants
11	Is there a charge for oversized uniforms? If yes, what sizes are considered oversized. Provide cost?	No.	No. These charges are waived for install.	Yes. Shirt size begin with 2XL, XLN sleeves or long tail. Pants 42 waist and larger, pant length 28 or 34 length +	NO.
12	Charge for preparation of emblems, name tags, account set-up, bar coding garments?	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge. *These fees are waived on initial installation*	No. These charges are waived for install. Employees added after install will be charged a one time set-up for emblem and prep per the price schedule.	Yes. Refer to page 20 of the bid packet.	Cost is waived on install/delivery of new garments. Only charge on question 7 & 9: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
13	Annual Increases	Yes. *Fee was not provided in bid.*	Yes. *3.5% annually	Yes. The Cooperative is responsible for evaluating pricing adjustments. The vendor has no involvement.	Yes. 2% per BuyBoard Contract # 670-22 *Annual Fee was removed as per Best and Final Offer.
14	Executive Shirts: What is process for laundering shirts? Is there a charge for starch & pressing?	N/A Pressing not available	Aramark uses the advanced Steam Tunnel Finish on executive shirts.	Same as #3 above + Our Executive Shirts are made of a wrinkle-free fabric that doesn't require starching or pressing. Applying starch covers the breathability of the fabric and pressing reduces the life span of the garment.	No.
15	If an employee is on vacation or unable to turn in their dirty uniforms, will an additional pickup be made during the same week for laundering?	No.	The route service rep will offer another pick-up to accommodate the need. *No charge within reason.	Being that the employees are used to a particular day with the current vendor and should that day of service change, we can work with the employees to get acclimated for 2 weeks. After the program has begun, a special pick up can be scheduled the next day after the new assigned day only.	Yes. Our delivery route man are always in the area and could make arrangement with them. Just as long it's a recurring act by same employees.
	Samples Submitted: Emblems, Name tags, uniforms shirts & pants	No.	No.	Yes.	No.
	Employees will be fitted within _____ Days from Contract date	14 calendar days	14 calendar days	5-10 calendar days based on City's availability.	21 calendar days
	Uniforms will be delivered within _____ Days from completion of fittings.	44 calendar days *Unless employees are a special size or oversize.	14 calendar days	60 calendar days or less.	35-49 calendar days
	Bidder Comments:	*ALSCO will waive company emblem and name emblem fees on initial installation.	*Easy Care Program at cost of \$.03 per garment	*Advantage program available to reduce costs above & to keep consistent budgeting* Fees: \$0.15 per Shirt \$0.10 per Pant	

PURCHASING NOTES:	ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
Purchasing Notes: These annual costs do not include uniform replacement charges, or extra outright purchases such as executive shirts, polos, air deodorizers, etc. I did not add the pressing fee of \$.25 for ALSCO in order to provide equal comparison totals between all bidders.	ALSCO is not on a Cooperative contract, they may be low for the first year, but have a high 5% annual increases. They charge \$.25 cents for pressing garments. They also have a \$3.00 charge on deliveries, but did not indicate if this charge is per invoice (I did not include this fee in the totals above). Per question #14, additional pickups will not be made. No samples were submitted.	Aramark: Their total amount appears to be the lowest, but this is due to no bids for some items. Aramark has the emblem fees are high at \$4.00, they did not state if these fees are waived on the initial order. They do not offer pressing, so we would need to do a site visit with an existing customer to see what their uniforms look like upon delivery to customer. No samples were submitted.	Cintas does not offer pressing for the uniforms, but they detailed all of their responses indicating strong reasons for not offering pressing. Depreciation schedule. I would recommend a site visit with an existing customer to verify the appearance of delivered uniforms. They submitted a large box of sample name tags, emblems, and uniforms. <i>*Previous Cooperative Contract Increases as per Coop Website:</i> 1.8% Modification #2 12/12/19 1.2% Modification #4 1/07/21 5.4% Modification #7 11/01/21 7.7% Modification #10 12/14/22	UniFirst has the closest laundering facility in McAllen TX, they press Exec Shirts at no extra cost and we receive annual rebates from BuyBoard based on percentages. They often do extra pick-ups at no extra cost.

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
1	Headquarters address:	505 E200 South Salt Lake City, Utah 84102	115 N. 1st Street Burbank, CA 91502	6800 Cintas Blvd. Mason OH, 45040	68 Jonspin Road Wilmington, MA 01887
2	Local Laundering Facility Address:	3323 E. Commerce St. San Antonio, TX 78220	10591 Fischer Road Von Ormy, TX 78073	700 Dawson Rd. Mercedes TX 301 Junior Beck Dr., CC, TX 78405	515 E. Beech Ave. McAllen, TX 78501
3	How do you clean/wash uniforms, include stain removal process?	Uniforms are cleaned/washed using industrial laundry standards, stains treated on case basis.	Aramark partners with Ecolab to formulate the most effective and unique wash process that maintains the integrity of the fabric, comfort and overall quality. We adhere to the highest quality control standards to keep you looking your best.	Garments are separated by type and a pre-formulated formula is used for each type. All garments are sorted by type & weighed to ensure machine capacity is not exceeded. A computerized system injects the appropriate chemical formula bases on fabric & garment type. garments are then dried, hung up, and inspected using a lighted mannequin for integrity of fabric.	UniFirst utilizes industrial washer/dryers and a combination of steam tunnels & triple back presses for cleaning and finishing.
4	Fee for Pressing	Steam Tunnel finish. Pressing not available.	Our pricing for this bid is inclusive of our advanced steam tunnel finish.	Steam Tunnel finish to relax the fabric from wrinkles. Do not offer Pressing, it reduces the life of the garment and requires it to be replaced more often. This in return increases the rental cost and we want to offer a competitive price.	Steam Tunnel finish on shirts and pants. Only executive shirts and pants are pressed a no additional charge.
5	What is procedure to replace heavily stained or torn uniforms?	Heavily stained or torn uniforms are replaced with pre-worn garments as needed.	We understand uniforms are subject to normal wear & tear within the contracted period. Easy Care covers damages cost & replacements. Product undergoes quality inspections to identify garments that need to be replaced or repaired. We also supply the customer with a way to mark the items needing attention for immediate repair.	We offer an Advantage Program to cover damaged or unrepairable garments	Any garments that is heavy stained or torn will be replaced on as need basis with shirts/pants that match the general condition of the garments.

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
6	How do you ensure that each employee's needs are met and that their uniforms fit?	We ask employees to try on actual uniform samples to ensure proper fit prior to ordering garments.	All employees will be properly fitted in the selected style & size prior to ordering. Each employee will sign off on their correct size & selection prior to ordering. Sizings are orchestrated by Aramark employees trained for this task.	Every employee will try on the actual uniform that is assigned to their dept and both parties will gain agreement on sizes. They will be documented on an order form reviewed by the employee and agreeing to sizes by providing an approval signature.	Each employee will be individually fitted with actual garments that is chosen for each department.
7	Is there a charge to replace uniforms due to weight loss/gain.	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge.	No. There would only be a one time cost to cover the emblem and prep charges.	Yes. Per our Co-op, there is a fee of \$10.00 per garment or enroll in our All-Inclusive program.	Yes. Fees per each garment: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).
8	Do you replace uniforms that wear out before the end of the agreement period? Yes/No	Yes.	Yes.	Yes. Our program includes our "Replacement as Need Program."	Yes.
9	Is there a charge for replacing these uniforms #8?	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge.	No. Easy Care covers the cost of these replacements.	Yes. When the garments begin to show normal wear, there is no cost to replace the garment. You may incur a prep fee or be enrolled in our All-Inclusive Program .	Yes. Same as #7: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).
10	Do you use a depreciation schedule to replace used uniform?	No.	No. Residual value of each shirt and pant for three years. \$12.50 ea. Shirt \$13.50 ea. Pant	Yes. The garments are depreciated at 30% per year in service.	Yes. Pg 22 Depreciation chart: New: \$23.90 Shirts \$33.43 Pants Yr 2: \$16.93 shirts/ \$26.74 Pants Yr 3: \$9.56 shirts / \$13.37 Pants
11	Is there a charge for oversized uniforms? If yes, what sizes are considered oversized. Provide cost?	No.	No. These charges are waived for install.	Yes. Shirt size begin with 2XL, XLN sleeves or long tail. Pants 42 waist and larger, pant length 28 or 34 length +	NO.

QUESTIONS	ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
12 Charge for preparation of emblems, name tags, account set-up, bar coding garments?	Yes. Fees per each garment: \$1.50 Preparation fee. \$1.95 Shirt Logo emblem charge. \$1.50 Shirt Name charge. *These fees are waived on initial installation*	No. These charges are waived for install. Employees added after install will be charged a one time set-up for emblem and prep per the price schedule.	Yes. Refer to page 20 of the bid packet.	Cost is waived on install/delivery of new garments. Only charge on question 7 & 9: \$1.50 Name Emblem. \$3.00 Logo emblem charge. \$.75 Prep charge (shirt/pant).
13 Annual Increases	Yes. *Fee was not provided in bid.*	Yes. *3.5% annually	Yes. The Cooperative is responsible for evaluating pricing adjustments. The vendor has no involvement. *Previous contract Increases 1.8% Modification #2 12/12/19 1.2% Modification #4 1/07/21 5.4% Modification #7 11/01/21 7.7% Modification #10 12/14/22	Yes. 2% per BuyBoard Contract # 670-22
14 Executive Shirts: What is process for laundering shirts? Is there a charge for starch & pressing?	N/A Pressing not available	Aramark uses the advanced Steam Tunnel Finish on executive shirts.	Same as #3 above + Our Executive Shirts are made of a wrinkle-free fabric that doesn't require starching or pressing. Applying starch covers the breathability of the fabric and pressing reduces the life span of the garment.	No.
15 If an employee is on vacation or unable to turn in their dirty uniforms, will an additional pickup be made during the same week for laundering?	No.	The route service rep will offer another pick-up to accommodate the need. *No charge within reason.	Being that the employees are used to a particular day with the current vendor and should that day of service change, we can work with the employees to get acclimated for 2 weeks. After the program has begun, a special pick up can be scheduled the next day after the new assigned day only.	Yes. Our delivery route man are always in the area and could make arrangement with them. Just as long it's a recurring act by same employees.
16 Cooperative Contract	BuyBoard #670-22	BuyBoard Contract# 587-19 *COOP Pricing was not submitted for this bid.	Omnia Partners Contract# 001299 6/1/23 to 5/31/28	BuyBoard Contract # 672-22

QUESTIONS		ALSCO Uniforms	Aramark Uniform Services	Cintas Corporation	UniFirst Corporation
Samples Submitted: Emblems, Name tags, uniforms shirts & pants		No.	No.	Yes.	No.
Employees will be fitted within _____ Days from Contract date		15 calendar days	14 calendar days	5-10 calendar days based on City's availability.	21 calendar days
Uniforms will be delivered within _____ Days from completion of fittings.		45 calendar days *Unless employees are a special size or oversize.	14 calendar days	60 calendar days or less.	35-49 calendar days
Bidder Comments:		*ALSCO will waive company emblem and name emblem fees on initial installation.	* Easy Care Program at cost of \$.03 per garment	* Advantage programs available to reduce costs above & to keep consistent budgeting* Fees: \$0.15 per Shirt \$0.10 per Pant	
Purchasing Notes: These annual costs do not include uniform replacement charges, or extra outright purchases such as executive shirts, polos, air deodorizers, etc. I did not add the pressing fee of \$.25 for ALSCO in order to provide equal comparison totals between all bidders.		ALSCO is not on a Cooperative contract, they may be low for the first year, but have a high 5% annual increases. They charge \$.25 cents for pressing garments. They also have a \$3.00 charge on deliveries, but did not indicate if this charge is per invoice (I did not include this fee in the totals above). Per question #14, additional pickups will not be made. No samples were submitted.	Aramark: Their total amount appears to be the lowest, but this is due to no bids for some items. Aramark has the emblem fees are high at \$4.00, they did not state if these fees are waived on the initial order. They do not offer pressing, so we would need to do a site visit with an existing customer to see what their uniforms look like upon delivery to customer. No samples were submitted.	Cintas does not offer pressing for the uniforms, but they detailed all of their responses indicating strong reasons for not offering pressing. Depreciation schedule. I would recommend a site visit with an existing customer to verify the appearance of delivered uniforms. They submitted a large box of sample name tags, emblems, and uniforms.	UniFirst has the closest laundering facility in McAllen TX, they press Exec Shirts at no extra cost, and we receive annual rebates from BuyBoard based on percentages. The response submitted to Quest. #15 is incorrect. They often do extra pick-ups at no extra cost.

Item #7

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item: Consideration and possible action to prioritize drainage improvement projects for the purposes of identifying grant funding; and to approve a resolution authorizing the City Manager to submit multiple grant applications to the Texas Division of Emergency Management Hazard Mitigation Grant and the Building Resilient Infrastructure and Communities (BRIC) Grant Program. Attachment (<i>Special Projects</i>)	
Prepared By: Ana Hernandez, Mobility & Special Projects Director	
Brief Summary:	
Funding (if applicable): Are funds specifically designated in the current budget for the full amount (Yes/No): *If no, specify source of funding and amount requested: Finance Director's approval (Yes/No/NA):	
Staff Recommendation:	
City Manager approval: 	Comments:
City Attorney's approval: 	

Item # 8

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date:

December 6, 2023

Agenda Item

Conduct a public hearing and consideration and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located along the south side of Hughes Road, approximately 400 feet east of Bass Boulevard. Applicant: Moore Land Surveying c/o Cano Home Builders. Attachment (**Planning & Development**)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- October 3, 2023 – Application for rezoning was submitted to the City. (**ATTACHMENT I**)
- October 30, 2023 – In accordance with State and local law, notice of the required public hearings was mailed to all property owners within a 200 ft. radius of subject tract.
- November 4, 2023 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- November 15, 2023 – Public hearing and consideration of requested rezoning by the Planning and Zoning Commission (P&Z). **During the public hearing no one spoke in opposition to the rezoning request and the board approved it unanimously.**
- December 6th, 2023 – Public hearing and consideration of the requested rezoning via 1st ordinance reading scheduled before the City Commission.
- January 17, 2024 – Pending approval of 1st ordinance reading, consideration and approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Not Designated ("N") District to Residential, Single-family ("R-1") District to allow for an 8-lot single-family subdivision. (**ATTACHMENT II.**)
- The subject property is currently vacant. The property has 830.28 feet of frontage along Hughes Road and has a depth of 209.40 feet. Hughes Road is an unimproved two lane, 20-foot wide paved local road with 40 feet of Right-of-Way. (**ATTACHMENT III, IV**)
- The surrounding properties are zoned Not Designated ("N") District to the north and west of the subject property and Residential, Single-family ("R-1") to the east and west. The

surrounding land uses include agriculture/farm land to the north and single-family residences to the south and west. There is an irrigation canal to the east of the subject property that belongs to the Harlingen Irrigation District. **(ATTACHMENT V)**

- The Hughes Road Subdivision is an 8-lot single-family subdivision that was presented to and approved by the Planning and Zoning Commission on August 9, 2023.
- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as Low-Density Residential. The request is consistent with the Future Land Use Plan and consistent with the surrounding zoning and land uses around the subject property. **(ATTACHMENT VI)**
- Staff mailed out 5 notification letters to the surrounding property owners within a 200 ft. radius. To the present, the Planning and Development Department has not received any phone calls from the surrounding property owners.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose?

☐

YES

☐

NO*

*If no, specify course of funding and amount requested:

☐

YES

☐

NO

☐

N/A

Finance Director's approval:

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval:

h/h

☒

YES

☐

NO

☐

N/A

Comments

City Attorney's approval:

Man...

☒

YES

☐

NO

☐

N/A

ATTACHMENT I**CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT
MASTER APPLICATION****PROPERTY INFORMATION: (Please PRINT or TYPE)**Project Address HUGHES ROAD Nearest Intersection HUGHES ROAD & BASS BLVD(Proposed) Subdivision Name HUGHES ROAD SUBDIVISION Lot 1-8 Block 1Existing Zoning Designation SF Future Land Use Plan Designation SF**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**Applicant/Authorized Agent DUSTIN MOORE Phone 956-245-4651 FAX _____Email Address (for project correspondence only): D.MOORELANDSURVEYING@GMAIL.COMMailing Address 14292 PALIS DR City LA FERI State TX Zip 78559Property Owner CANO HOME BUILDERS Phone 956-245-4651 FAX _____Email Address (for project correspondence only): CANOHOMEBUILDERS@YAHOO.COMMailing Address 1002 E. TYLER AVE City HARLINGEN State TX Zip 78550**Select appropriate process for which approval is sought. Attach completed checklists with this application.**

- | | |
|---|---|
| ☐ Annexation Request..... <u>No Fee</u> | ☐ Preliminary Construction Plans and Final Plat..... <u>\$150.00</u> |
| ☐ Administrative Appeal (ZBA)..... <u>\$125.00</u> | ☐ Minor Plat..... <u>\$100.00</u> |
| ☐ Comp. Plan Amendment Request... <u>\$250.00</u> | ☐ Re-Plat..... <u>\$250.00</u> |
| ☒ Re-zoning Request..... <u>\$250.00</u> | ☐ Vacating Plat..... <u>\$250.00</u> |
| ☐ SUP Request/Renewal..... <u>\$250.00</u> | ☐ Development Plat..... <u>\$50.00</u> |
| ☐ Zoning Variance Request (ZBA)..... <u>\$250.00</u> | ☐ Subdivision Variance Request..... <u>\$25.00 (each)</u> |
| ☐ PDD Request..... <u>\$250.00</u> | ☐ Right-of-Way / Utility Easement Abandonment..... <u>No Fee</u> |
| ☐ License to Encroach..... <u>\$250.00</u> | |

Please provide a basic description of the proposed project:8 LOT SINGLE FAMILY SUBDIVISION ALL LOTS FRONTING EX. HUGHES ROAD TO BE REZONED FROM UNDESIGNATED TO SINGLE FAMILY

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature: DUSTIN MOORE DUSTIN MOORE
2023.10.03 08:32:20 -05'00' Date: 10/3/23

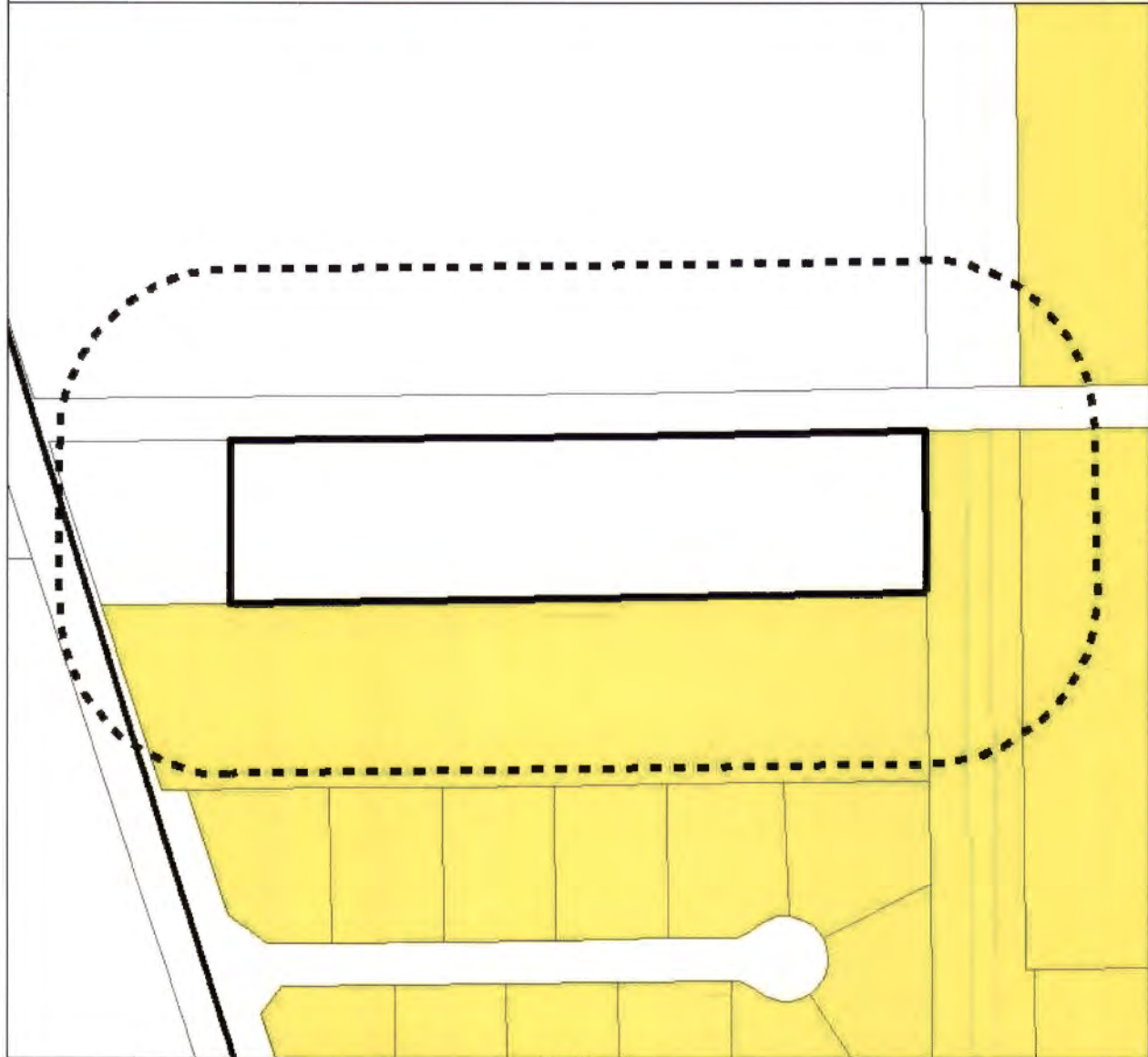
Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

ATTACHMENT II



Request to rezone from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located on the south side of Hughes Road, approximately 400 feet east of Bass Boulevard. Applicant: Moore Land Surveying c/o Cano Home Builders



HARLINGEN ZONING MAP

STATE HIGHWAYS
ROADS
WATER
MAJOR WATER
RAILROADS
HARLINGEN CITY LIMITS
OTHER CITIES



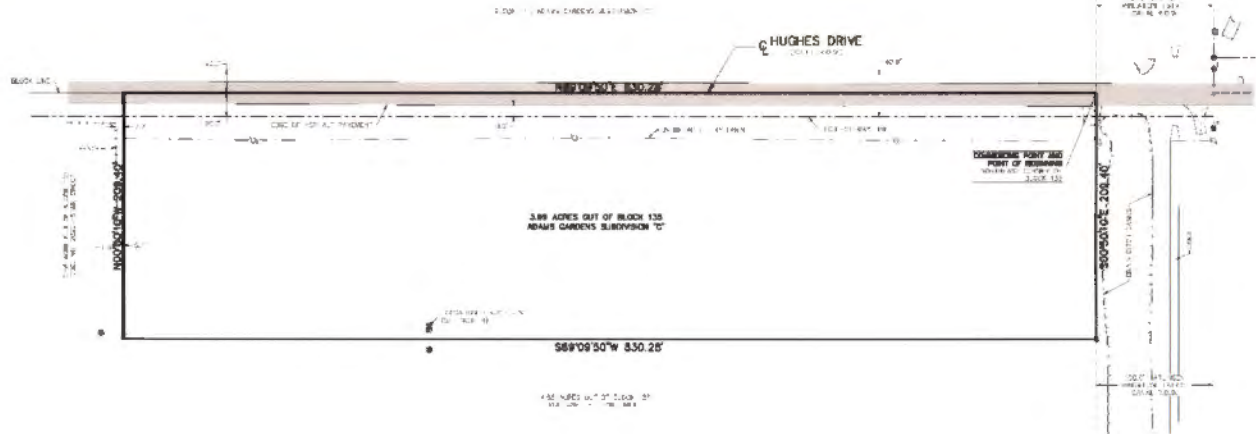
DATE OF MAP 08-16-2023

Zoning Designations

Not Designated (N)	Mobile Home (Residential) (MH)	Neighborhood Services (NS)
Single Family (Residential) (R1)	Neighborhood (R1/R2)	General Retail (GR)
duplex (Residential) (R2)	Planned Development (PD)	Light Industry (LI)
3/4-Acre (Residential) (R3)	Office (O)	Heavy Industry (HI)
Multi-Family (Residential) (M2)		

THIS MAP HAS BEEN PRODUCED BY THE CITY OF HARLINGEN FOR THE SOLE PURPOSE OF LOCATING JURISDICTIONAL BOUNDARIES AND IS NOT INTENDED FOR ANY OTHER PURPOSE. THE MAP DATA IS COMPILED FROM VARIOUS SOURCES INCLUDING ORTHOPHOTO IMAGERY, ENGINEERING PLANS AND PLATS, SURVEY FIELD NOTES AND OTHER SOURCES. THIS MAP IS INTENDED FOR GRAPHIC REPRESENTATION ONLY. NO WARRANTY IS MADE BY THE CITY OF HARLINGEN REGARDING ITS ACCURACY OR COMPLETENESS. BEFORE RELYING ON ANY INFORMATION ON THE MAP, CHECK WITH THE ENGINEERING DEPARTMENT. DATE OF MAP 10/26/2023

ATTACHMENT III



NOTES

1. ALL LOTS BOUNDARY LINES ARE BASED UPON THE 1983 SURVEY OF THE ADAMS GARDENS SUBDIVISION 'C'.
2. ALL LOTS ARE 1/4 SECTION 36, T10N, R10E, S10E.
3. THE TRACT IS BOUNDARY LINES ARE BASED UPON THE 1983 SURVEY OF THE ADAMS GARDENS SUBDIVISION 'C'.
4. THE TRACT IS BOUNDARY LINES ARE BASED UPON THE 1983 SURVEY OF THE ADAMS GARDENS SUBDIVISION 'C'.
5. THE TRACT IS BOUNDARY LINES ARE BASED UPON THE 1983 SURVEY OF THE ADAMS GARDENS SUBDIVISION 'C'.

FLOOD ZONE

THE TRACT IS NOT IN A FLOOD ZONE. THE TRACT IS NOT IN A FLOOD ZONE. THE TRACT IS NOT IN A FLOOD ZONE.

SURVEYOR CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land described in the foregoing.

[Signature]
 DATE: 4/24/2023
 CITY: MOORE, TEXAS



BOUNDARY SURVEY OF:
 3.88 ACRES OF LAND OUT OF BLOCK 135, ADAMS GARDENS SUBDIVISION 'C', CAMERON COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 3, MAP RECORDED OF CAMERON COUNTY, TEXAS, BEING ONE OF THE TRACTS OF LAND DESCRIBED IN DOCUMENT NO. 2020-1019180, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

MOORE LAND SURVEYING, LLC
 14215 PINE DRIVE, LATHAM, TX 75850
 (936) 410-0000 FAX (936) 410-1180

LEGEND	
1. 1/4 SECTION 36, T10N, R10E, S10E	2. 1/4 SECTION 36, T10N, R10E, S10E
3. 1/4 SECTION 36, T10N, R10E, S10E	4. 1/4 SECTION 36, T10N, R10E, S10E
5. 1/4 SECTION 36, T10N, R10E, S10E	6. 1/4 SECTION 36, T10N, R10E, S10E
7. 1/4 SECTION 36, T10N, R10E, S10E	8. 1/4 SECTION 36, T10N, R10E, S10E

ATTACHMENT III

Moore Land Surveying, LLC

14216 Palis Drive, La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

April 24, 2023

METES AND BOUNDS 3.99 ACRES OF LAND

BEING 3.99 ACRES OF LAND out of Block 135, Adams Gardens Subdivision "C", Cameron County, Texas, recorded in Volume 10, Page 3, Map Records of Cameron County, Texas, being out of the tracts of land described in Document No. 2020-15198, Official Records of Cameron County, Texas; said 3.99 Acres of land being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Block 135, being on the centerline of Hughes Drive (having 40 feet of right-of-way), for the Northeast corner and POINT OF BEGINNING of the tract herein described;

- 1) THENCE along the East boundary of Block 135, SOUTH 00°50'10" EAST, at a distance of 20.00 feet pass the South right of way of Hughes Drive, a total distance of 209.40 FEET to an iron rod found for the Northeast corner of a 4.88 Acre tract of land described in Volume 4021, Page 104, Official Records of Cameron County, Texas, for the Southeast corner of the tract herein described;
- 2) THENCE leaving the East boundary of Block 135, along the North boundary of said 4.88 Acre tract, SOUTH 89°09'50" WEST a distance of 830.28 FEET to iron rod found for the Southeast corner of a 0.88 Acre tract of land described in Document No. 2020-15198, Official Records of Cameron County, Texas, for the Southwest corner of the tract herein described;
- 3) THENCE leaving the North boundary of said 4.88 Acre tract, along the East boundary of said 0.88 Acre tract, NORTH 00°50'10" WEST, at a distance of 189.40 feet pass the South right of way of Hughes Drive, a total distance of 209.40 FEET to a point on the North boundary of Block 135, being on the centerline of Hughes Drive, for the Northwest corner of the tract herein described;
- 4) THENCE along the North boundary of Block 135 and the centerline of Hughes Drive, NORTH 89°09'50" EAST a distance of 830.28 FEET to the POINT OF BEGINNING; containing 3.99 Acres of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description.

C. Moore
Cody Michael Moore, R.P.L.S.
Registered Professional Land Surveyor No. 6370

4/24/2023
Date



ATTACHMENT IV

Street view of Hughes Road



ATTACHMENT V

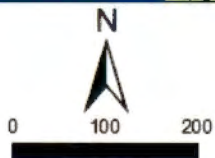
Aerial view





Future Land Use Map

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Boundary Lines

- Harlingen City Limits
- Subject Property

Future Land Use

- | | | |
|--|--|--|
| Agricultural/Rural Residential | Institutional | Recreational/Open Space |
| Employment Center | Low Density Residential | Retail-Regional |
| High Density Residential | Medium Density Residential | Retail/Commercial/Office |
| Industrial | Mixed Use | |

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ORDINANCE NO. 24__

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REQUEST TO REZONE FROM NOT DESIGNATED ("D") DISTRICT TO RESIDENTIAL, SINGLE-FAMILY ("R-1") DISTRICT FOR A PROPERTY BEARING A LEGAL DESCRIPTION OF 3.99 ACRES OUT OF BLOCK 139, ADAMS GARDEN SUBDIVISION "C"; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure has recommended a change in the zoning classification for certain described real property in the City of Harlingen and it is deemed to be in the best interest of the City of Harlingen in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed rezoning having been fully made and complied with as required by said Ordinances and applicable laws of the State of Texas; and the City Commission of the City of Harlingen having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same is herewith amended by the following described property being changes for permissive zone use as indicated:

Request to rezone from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located on the south side of Hughes Road, approximately 400 feet east of Bass Boulevard, as shown on Exhibit "A".

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line marking and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

The provisions of his ordinance shall become effective from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances and applicable state statutes.

FINALLY ENACTED this _____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, TEXAS at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

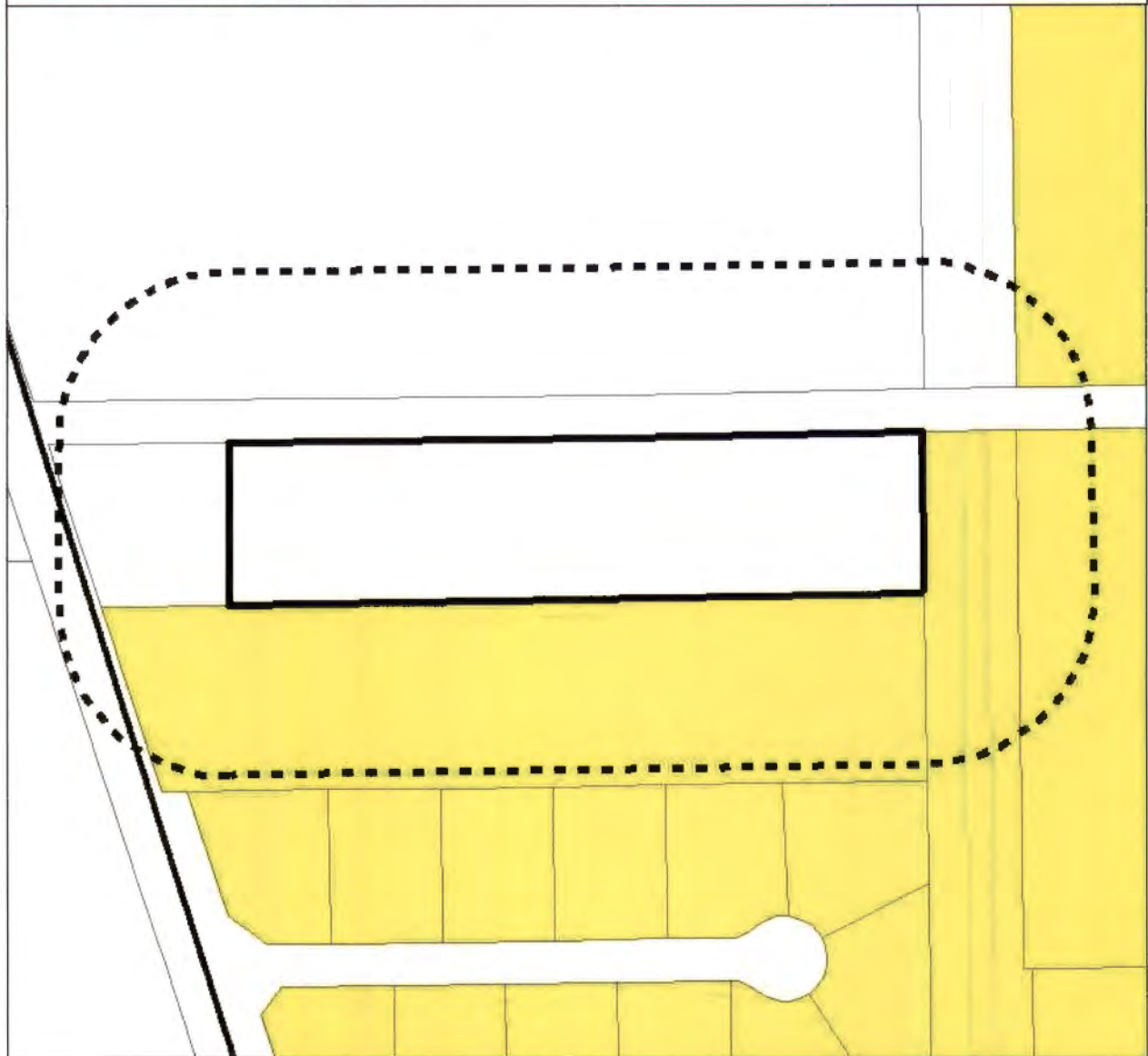
ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"



Request to rezone from Not Designated ("N") District to Residential, Single-Family ("R-1") District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden Subdivision "C", located on the south side of Hughes Road, approximately 400 feet east of Bass Boulevard. Applicant: Moore Land Surveying c/o Cano Home Builders



HARLINGEN ZONING MAP

STATE HIGHWAYS

ROADS

WATER

MAJOR WATER

RAILROADS

HARLINGEN CITY LIMITS

OTHER CITIES



NOT TO SCALE

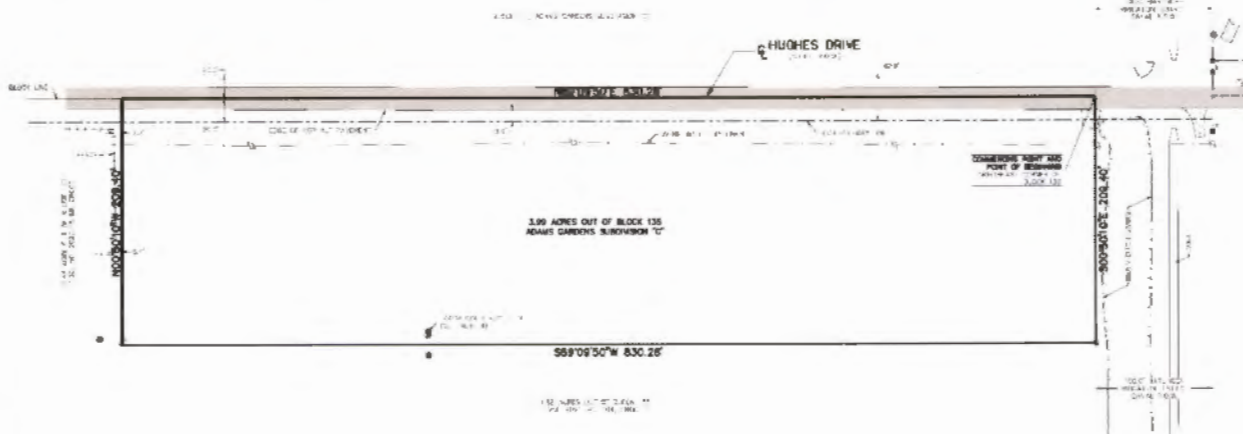
DATE OF MAP 10/26/2023

Zoning Designations

Not Designated (N)	Medium Density Residential (MDR)	Neighborhood Services (NS)
Single-Family Residential (R-1)	Heavy Medium Residential (HMR)	General District (G-1)
Duplex Residential (R-2)	Planned Development (PD)	Light Industry (LI)
Office/Service Residential (OSR)	Office (O)	Heavy Industry (HI)
Multi-Family Residential (MF-2)		

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Exhibit "A"



NOTES

DOI: 10.1002/for

2. 420 000 000 1 3 45 39 42

2. *Staphylococcus aureus* (Staph. aureus) is a common cause of skin infections, such as abscesses and boils.

4. $y = 25x^2 - 50x + 20$ has x -intercepts at $x = 1$ and $x = 2$.

70-1060
TODAY NO. 10 LARSEN FAS. THE ARE NORTH OF APT.
208 N.W. 4TH ST. BIRMINGHAM ALA 35202

[illegible]

SURVEYOR CERTIFICATE

[illegible]

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1218 第 1 章 线性方程组

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE



BOUNDARY SURVEY OF:

3.20 ACRES OF LAND OUT TO BROOK LBN
ADAMS GARDENS SUBDIVISION "C",
CAMERON COUNTY, TEXAS, RECORDED IN
VOLUME 10, PAGE 3, MAP RECORDS OF
CAMERON COUNTY, TEXAS, BEING ONE OF
THE TRACTS OF LAND DESCRIBED IN
DOCUMENT NO. 2020-18198, OFFICIAL
RECORDS OF CAMERON COUNTY, TEXAS.

[illegible]

FLOOD ZONE

© 1980 by The McGraw-Hill Companies, Inc.

700 0 0 0 0 0 0 0 0 0 0

DATE: 24 APR 2013	439 V: 25431
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Moore Land
Surveying, LLC

14218 Fella Drive, La Feria, TX 78559
889-245-2000 FAX 889-245-2005

Exhibit "A"

Moore Land Surveying, LLC

14216 Palls Drive, La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

April 24, 2023

METES AND BOUNDS 3.99 ACRES OF LAND

BEING 3.99 ACRES OF LAND out of Block 135, Adams Gardens Subdivision "C", Cameron County, Texas, recorded in Volume 10, Page 3, Map Records of Cameron County, Texas, being out of the tracts of land described in Document No. 2020-15198, Official Records of Cameron County, Texas; said 3.99 Acres of land being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Block 135, being on the centerline of Hughes Drive (having 40 feet of right-of-way), for the Northeast corner and POINT OF BEGINNING of the tract herein described;

- 1) THENCE along the East boundary of Block 135, SOUTH 00°50'10" EAST, at a distance of 20.00 feet pass the South right of way of Hughes Drive, a total distance of 209.40 FEET to an iron rod found for the Northeast corner of a 4.88 Acre tract of land described in Volume 4021, Page 104, Official Records of Cameron County, Texas, for the Southeast corner of the tract herein described;
- 2) THENCE leaving the East boundary of Block 135, along the North boundary of said 4.88 Acre tract, SOUTH 89°09'50" WEST a distance of 830.28 FEET to iron rod found for the Southeast corner of a 0.88 Acre tract of land described in Document No. 2020-15198, Official Records of Cameron County, Texas, for the Southwest corner of the tract herein described;
- 3) THENCE leaving the North boundary of said 4.88 Acre tract, along the East boundary of said 0.88 Acre tract, NORTH 00°50'10" WEST, at a distance of 189.40 feet pass the South right of way of Hughes Drive, a total distance of 209.40 FEET to a point on the North boundary of Block 135, being on the centerline of Hughes Drive, for the Northwest corner of the tract herein described;
- 4) THENCE along the North boundary of Block 135 and the centerline of Hughes Drive, NORTH 89°09'50" EAST a distance of 830.28 FEET to the POINT OF BEGINNING; containing 3.99 Acres of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description.

C. Moore

Cody Michael Moore, R.P.L.S.
Registered Professional Land Surveyor No. 6370

4/24/23

Date



AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date:

December 6, 2023

Agenda Item

Conduct a public hearing and consideration and possible action to approve an ordinance on first reading for a rezoning request from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal description of Lot 2, USBP Subdivision, located along the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon. Attachment (**Planning & Development**)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- October 23, 2023 – Application for rezoning was submitted to the City. (**ATTACHMENT I**)
- October 30, 2023 – In accordance with State and local law, notice of the required public hearings was mailed to all property owners within a 200 ft. radius of subject tract.
- November 4, 2023 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- November 15, 2023 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z). **During the public hearing no one spoke in opposition to the rezoning request and the board approved it unanimously.**
- December 6, 2023 – Public hearing and consideration of the requested rezoning via 1st ordinance reading scheduled before the City Commission.
- January 17, 2024 – Pending approval of 1st ordinance reading, consideration and approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Residential, Multi-family ("M-2") District to Planned Development ("PD") District to allow for a 36-lot multi-family development with 5ft. side yard setbacks, one access point, and one cul-de-sac for four-plexes and six-plexes. (**ATTACHMENT II.**)
- Pursuant to Sect. 109-124 (c)(8) of the Code of Ordinances Chapter 109 – Subdivisions, temporary or permanent cul-de-sac streets shall not serve more than 26 lots and shall in no case exceed 1,300 feet in length. The applicant is pursuing a Planned Development ("PD") District rezoning to allow for one cul-de-sac in a subdivision with 36 lots with a total cul-de-

sac length of 1,383 feet. If the property to the east develops into a similar subdivision then it would turn into a cul-de-sac that services ten lots only.

- Pursuant to Sect. 109-124 (c)(9) of the Code of Ordinances Chapter 109 – Subdivisions, any residential subdivision with 30 or more lots must have a minimum of two points of access entrances. The applicant is pursuing a Planned Development (“PD”) District rezoning to allow for one access point in a subdivision with 36 lots. If the property to the east develops into a similar subdivision then staff would require a connection and the subdivision would have the required two entrances.
- The subject property is currently vacant. The subject property has 325 feet of frontage along New Hampshire Street and a depth of 1299.26 feet. New Hampshire Street is a two-lane, 48 ft-wide paved city street with curb and gutter. **(ATTACHMENT III, IV)**
- The surrounding properties are zoned Planned Development District (“PD”) to the north, General Retail (“GR”) to the east, Residential, Multi-family (“M-2”) and General Retail (“GR”) to the southeast, and Single Family Residential (“R-1”) to the south and west of the subject property. Surrounding land uses include the US Border Patrol station to the north, Eliff Kubota dealership to the northeast, the Sunland Country apartments development to the southeast, one single family residence and vacant land to the south, and a single-family subdivision to the west of the subject property. **(ATTACHMENT V)**
- The Eliff Kubota Subdivision was recorded in 2022. Lot 2 of the Eliff Kubota Subdivision has 329.32 feet of frontage on Lamb Avenue. Lot 2 of the Eliff Kubota Subdivision could develop into a multi-family development similar to the proposed Los Prados Subdivision, since the General Retail (“GR”) District allows multi-family projects. **(ATTACHMENT VI)**
- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as Institutional. Although the request is not consistent with the Future Land Use Plan, it is consistent with the Multi-family zoning and land uses to the southeast of the subject property. Staff believes that this area is in transition to multifamily use. **(ATTACHMENT VII)**
- The City of Harlingen Fire Prevention Bureau and Engineering Department had reviewed the proposed rezoning. The Fire Prevention Bureau and Engineering Department recommended approval. **(ATTACHMENT VIII)**
- Staff mailed out 26 notification letters to the surrounding property owners within a 200-foot radius. To the present, the Planning and Development Department has not received any phone calls from the surrounding property owners.
- A similar situation developed along the east side of Chester Park Lane in Park Meadows Subdivision in which a variance was granted to allow it with only one entrance. Due to the stub-out that was provided a second entrance will be in place once the recently approved Brazil Estates Subdivision is completed. **(ATTACHMENT IX)**

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose?

☐

YES

☐

NO*

*If no, specify course of funding and amount requested:

☐

YES

☐

NO

☐

N/A

Finance Director's approval:

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval:

☒

YES

☐

NO

☐

N/A

Comments

City Attorney's approval:

☒

YES

☐

NO

☐

N/A

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address Lot 2, U.S.B.P. Subdivision Nearest Intersection W New Hampshire St & S Expressway 83
(Proposed) Subdivision Name Las Prados Subdivision Lot _____ Block _____
Existing Zoning Designation M2 Future Land Use Plan Designation PD Multi-family

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent David Chacon Phone (956) 429-9033 FAX _____
Email Address (for project correspondence only): david@bstone.biz
Mailing Address 2205 N Jackson Rd City McAllen State TX Zip 78501
Property Owner Brownstone Consultants, LLC Phone (956) 307-3057 FAX N/A
Email Address (for project correspondence only): irene@bstone.biz
Mailing Address 2205 N Jackson Rd City McAllen State TX Zip 78501

Select appropriate process for which approval is sought. Attach completed checklists with this application.

- | | |
|--|--|
| ☐ Annexation Request..... No Fee | ☐ Preliminary Construction Plans and Final Plat..... \$150.00 |
| ☐ Administrative Appeal (ZBA)..... \$125.00 | ☐ Minor Plat..... \$100.00 |
| ☐ Comp. Plan Amendment Request.. \$250.00 | ☐ Re-Plat..... \$250.00 |
| ☒ Re-zoning Request..... \$250.00 | ☐ Vacating Plat..... \$250.00 |
| ☐ SUP Request/Renewal..... \$250.00 | ☐ Development Plat..... \$50.00 |
| ☐ Zoning Variance Request (ZBA)..... \$250.00 | ☐ Subdivision Variance Request..... \$25.00 (each) |
| ☐ PDD Request..... \$250.00 | ☐ Right-of-Way / Utility Easement Abandonment..... No Fee |
| ☐ License to Encroach..... \$250.00 | |

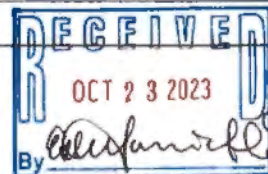
Please provide a basic description of the proposed project: Proposed multi-family development
for six plex & eight plex units.

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature: [Signature] Date: 10/22/2023

Property Owner(s) Signature: [Signature] Date: 10/22/2023

Accepted by: _____ Date: _____



ATTACHMENT I

RE-ZONING REQUEST SUBMITTAL CHECKLIST

Please submit the following items along with the completed master application and appropriate fees. The project cannot be scheduled for consideration unless all items are marked complete. Citations come from the Zoning Ordinance.

Complete

A metes and bounds description or survey plat of the tract(s) in which the re-zoning is requested.

A written statement describing the proposed use(s) of the subject property (can be provided on Master Application).

Any other information (elevation drawings, pictures, etc.) in support of the subject request.

- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
- I understand that while all requirements for the submittal of a re-zoning request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Owner: Rhea Mora Date 10-23-2023
Owner Address: 2205 N. Jackson Rd McAllen, TX 78501
Phone/Fax: (956) 307-3057
Signature: Rhea Mora

ATTACHMENT II



Request to rezone from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal description of Lot 2, USBP Subdivision, located on the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon



HARLINGEN ZONING MAP

STATE HIGHWAYS
ROADS
WATER
MAJOR WATER
RAILROADS
HARLINGEN CITY LIMITS
OTHER CITIES



DATE OF MAP 08-16-2023

Zoning Designations

Neighborhood (N)	Medium Density Residential (MDR)	Neighborhood Services (NS)
Single-Family Residential (SF)	Neighborhood Residential (NDR)	General Retail (GR)
Office Residential (OR)	Planned Development (PD)	Light Industry (LI)
Multi-Family Residential (M-2)	Office (O)	Heavy Industry (HI)

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ATTACHMENT III

[illegible]

ATTACHMENT IV

Street view of W New Hampshire

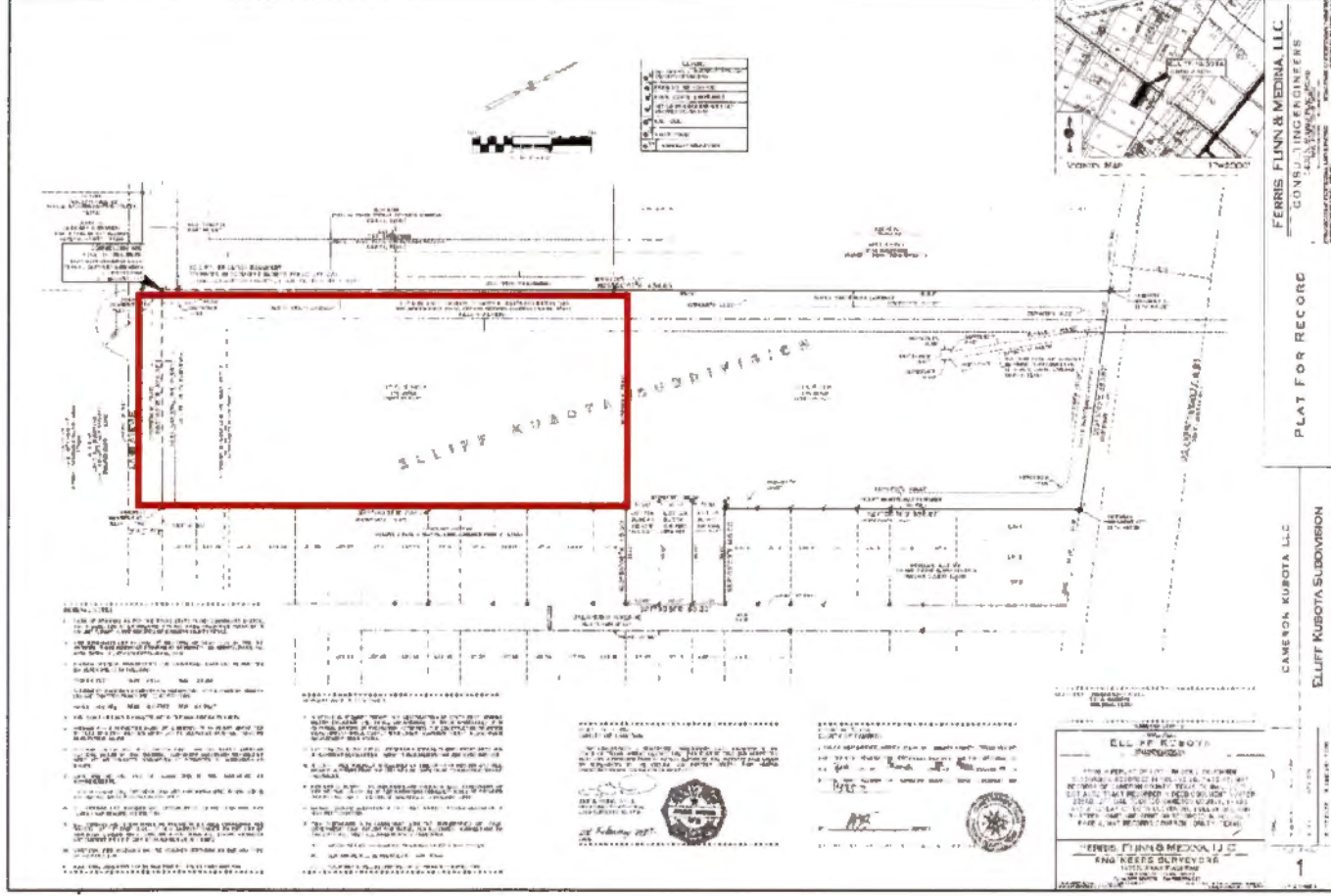


ATTACHMENT V

Aerial view



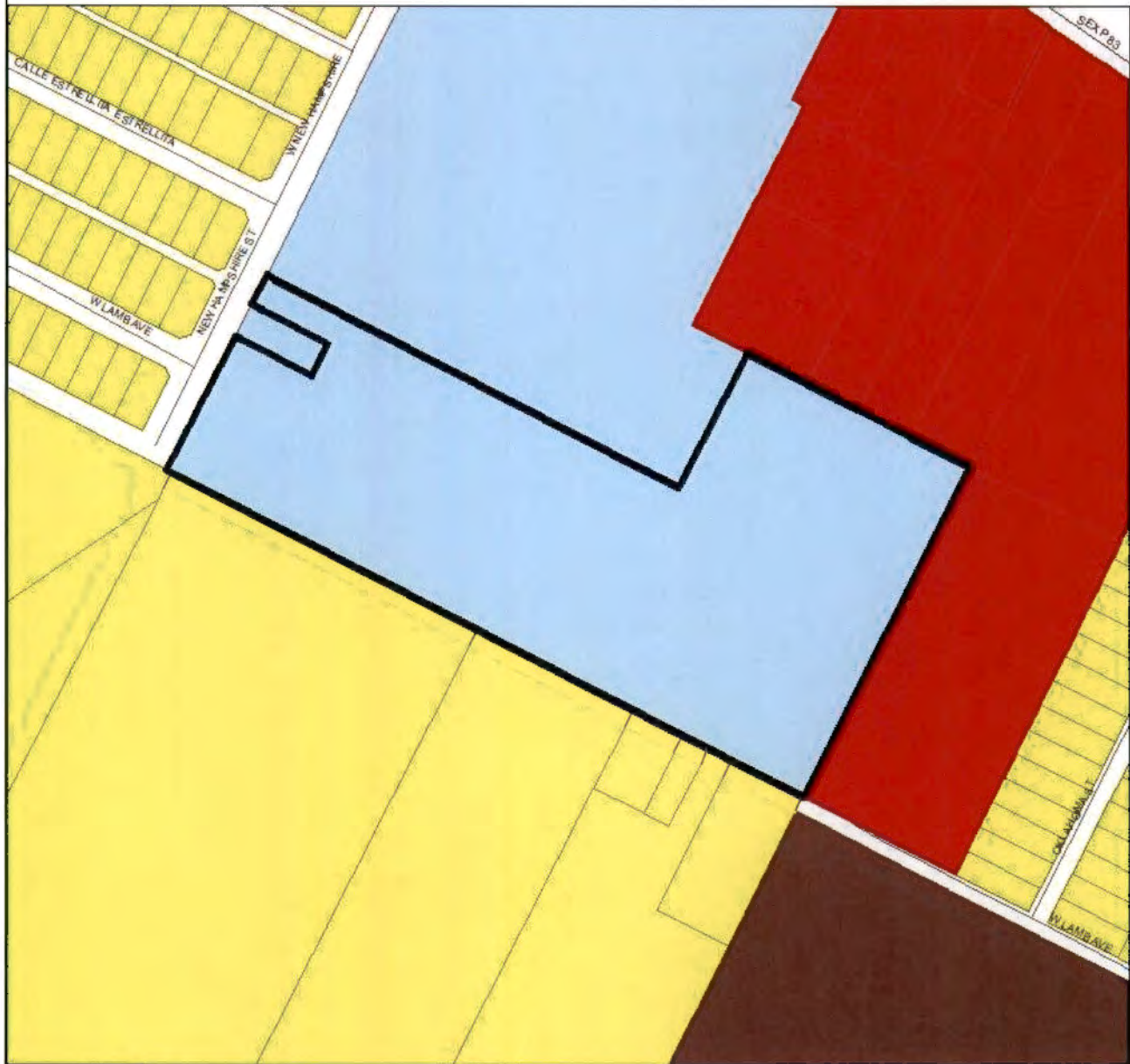
Final Plat of Eliff Kubota Subdivision



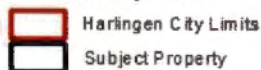


Future Land Use Map

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Boundary Lines



Future Land Use

Agricultural/Rural Residential	Institutional	Recreational/Open Space
Employment Center	Low Density Residential	Retail-Regional
High Density Residential	Medium Density Residential	Retail/Commercial/Office
Industrial	Mixed Use	

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Engineering Department | 24200 FM 509 78550 | (956) 216-5223

October 27, 2023

Luis Vargas, PE, CFM – City Engineer
24200 FM 509
Harlingen, Texas 78550

Mr. Joel Olivo – Assistant Director for Planning and Development
502 E. Tyler Ave.
Harlingen, Texas 78550

RE: REVIEW OF LOS PRADOS SUBDIVISION PRELIMINARY & FINAL PLAT

Dear Mr. Olivo,

Please find comments below regarding the preliminary construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☒ Approved
☐ Approved with Conditions
☐ Disapproved

Please note that this review shall be for conformance to subdivision regulations and the responsibility and liability for the adequacy of the design shall remain with the engineer sealing the documents.

If you have any questions, please feel free to contact me at (956) 216-5223 or via email at lvargas@harlingentx.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Vargas'.

Luis Vargas, PE, CFM – City Engineer



Planned Development (PD) Request Routing Slip

Applicant: David Chacon

Phone No.: (956) 429-9033

Location: Lot 2, USBP Subdivision, located on the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83

Project Description: Request to rezone from Residential Multi-Family ("M2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two.

Department: Fire Prevention Bureau

Approval: YES X YES with comments NO

Comments: **Sec. 109-124(c)(9) Access points. Any residential subdivision with 30 or more lots must have a minimum of two points of access entrances. Where two entrances are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. Additional entrances may be required as recommended by a traffic impact analysis. Access points for proposed streets must adhere to TxDOT's Access Management Manual.**

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: November 10, 2023

ATTACHMENT IX – Park Meadows Subdivision & Brazil Estates Subdivision



ORDINANCE NO. 24_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT TO PLANNED DEVELOPMENT ("PD") DISTRICT FOR A 36-LOT MULTI-FAMILY DEVELOPMENT WITH 5 FT. SIDE YARD SETBACKS, ONE ACCESS POINT INSTEAD OF THE REQUIRED TWO, AND ONE CUL-DE-SAC INSTEAD OF THE REQUIRED TWO FOR A PROPERTY BEARING A LEGAL DESCRIPTION OF LOT 2, USBP SUBDIVISION, LOCATED ON THE EAST SIDE OF NEW HAMPSHIRE STREET APPROXIMATELY 1,200 FT. SOUTH OF EXPRESSWAY 83; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure has recommended a change in the zoning classification for certain described real property in the City of Harlingen and it is deemed to be in the best interest of the City of Harlingen in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed rezoning having been fully made and complied with as required by said Ordinances and applicable laws of the State of Texas; and the City Commission of the City of Harlingen having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same is herewith amended by the following described property being changes for permissive zone use as indicated:

Request to rezone from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal description of Lot 2, USBP Subdivision, located on the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83, as shown in Exhibit "A".

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to

reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line marking and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

The provisions of this ordinance shall become effective from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances and applicable state statutes.

FINALLY ENACTED this _____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, TEXAS at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

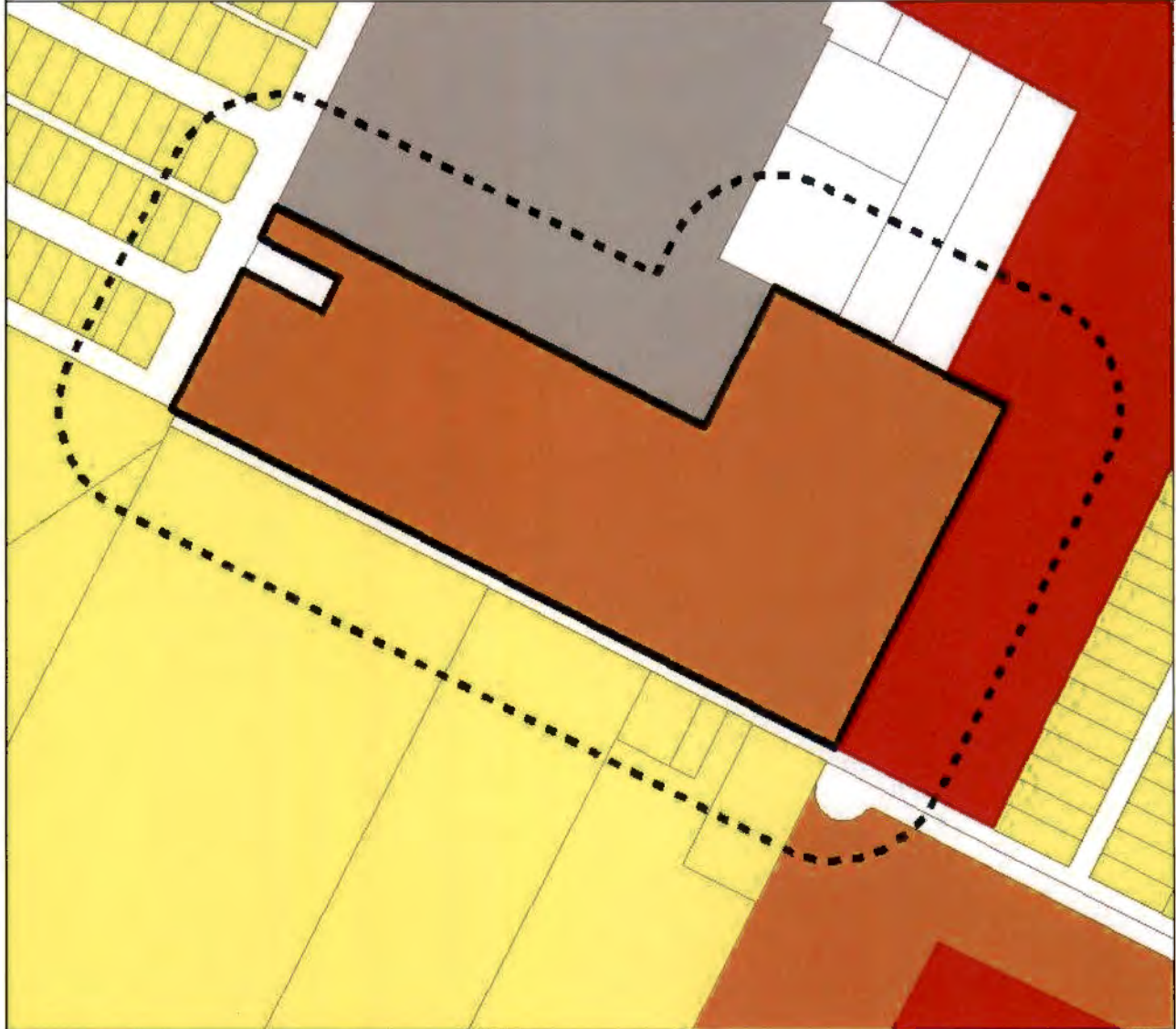
ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"



Request to rezone from Residential, Multi-family ("M-2") District to Planned Development District ("PD") for a 36-lot multi-family development with 5 ft. side yard setbacks, one access point instead of the required two, and one cul-de-sac instead of the required two for a property bearing a legal description of Lot 2, USBP Subdivision, located on the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon



HARLINGEN ZONING MAP

STATE HIGHWAYS
ROADS
WATER
MAJOR WATER
RAILROADS
HARLINGEN CITY LIMITS
OTHER CITIES



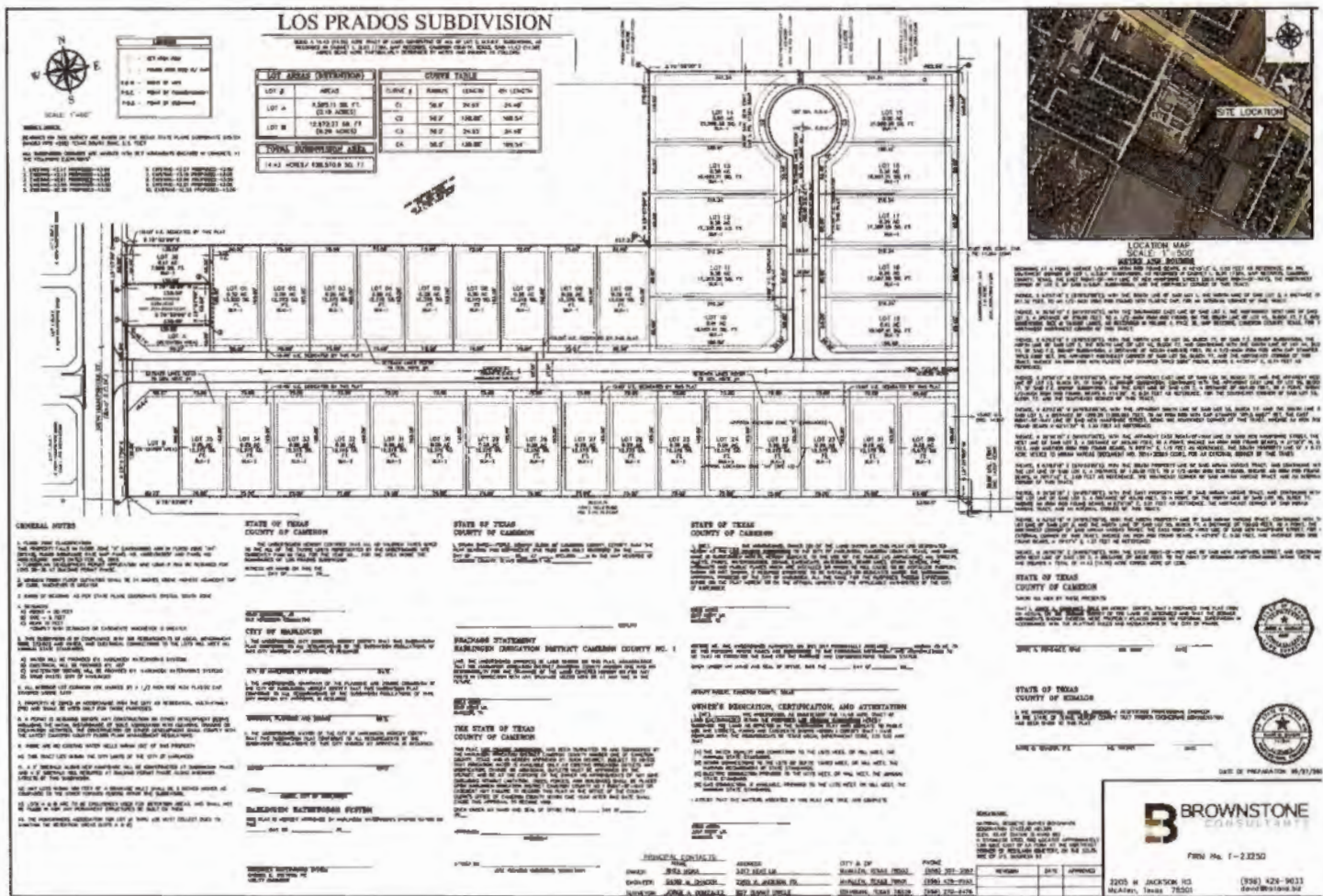
DATE OF MAP 10/26/2023

Zoning Designations

Not Designated (N)	Medium Density Residential (MD)	Neighborhood Services (NS)
Single Family Residential (SF)	High Density Residential (HD)	General Retail (GR)
duplex Residential (D2)	Planned Development (PD)	Light Industry (LI)
24-Hour Residential (24)	Office (O)	Heavy Industry (HI)
Multi-Family Residential (M2)		

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Exhibit "A"



Item# 10

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to authorize the city manager to sign a gift deed for the conveyance from the Harlingen Irrigation District to the City of Harlingen of the Lipscomb Ditch, being a 15.094 acres of land out of Blocks 28, 29, 30, 31, 50, 51, and 52, of the Lon C Hill. Subdivision, located on the west side of Louisiana Street approximately 598 feet north of Morris Road. Applicant: Harlingen Irrigation District

Prepared By: Xavier Cervantes, AICP, CPM
Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Summary

- The Harlingen Irrigation District No. 1 is proposing to dedicate 15.094 acres of land comprised of a drainage ditch to the City of Harlingen. The drainage ditch is known as the Lipscomb Drainage Ditch. The ditch would serve the drainage needs for the surrounding areas along Louisiana Street and Morris Road, and a proposed 77-lot residential subdivision located on the said streets. The Harlingen Irrigation District has no use for this ditch and is currently being used solely for drainage (**ATTACHMENT I**).
- The ditch currently serves as the drainage outfall for several existing subdivisions including Morse, Buckner Addition, EL Parker, King Acres, Clemons Addition No. 1, Tammy, Mesquite Wood, Triple D No. 2, Los Encinos Estates and Plaza Estates South.
- The ditch is a naturally occurring drainageway that drains into the Arroyo Colorado. It is indicated on the earliest topographic maps of the area (USGS Harlingen Quadrangle, 1929).
- The subject property has 148 feet of frontage on Louisiana Street and depth of 5,894 feet at its longest point. (**ATTACHMENT II-III**).
- The proposed conveyance of land by the Harlingen Irrigation District has been reviewed and approved by the City Engineer and the Public Works Director (**ATTACHMENT IV**).
- If approved, the city attorney will draft a deed for the conveyance.
- The proposed single-family residential subdivision is named Allison and the developer is interested in widening the ditch to comply with the city's drainage requirements. Improvements will be made at the Louisiana Street crossing as a subdivision condition (**ATTACHMENT V**).

Funding (if applicable):

Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

*If no, specify source of funding and amount requested:

Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval: *GL* ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval: *[Signature]* ☒ Yes ☐ No ☐ N/A

Attachment I

Letter from the Harlingen Irrigation District



HARLINGEN
IRRIGATION DISTRICT
Delivering Water Since 1914

301 E Pierce, Harlingen, TX 78550
956-423-7015
mclmore@hidcc1.org

November 22, 2023

City of Harlingen
Xavier Cervantes
Director of Planning & Development

RE: Lipscomb Drainage Easement

To Whom it may concern,

At the November 22, 2023 regular Harlingen Irrigation District Board meeting, the Board of Directors voted to pursue the conveyance of the Lipsomb Drainage easement at no cost to the City of Harlingen, with the exception of any legal fees involved in the conveyance.

Sincerely,

Thomas McLemore

General Manager
Harlingen Irrigation District

Attachment II



Page 1 of 4
23134md.docx

FIELD NOTES OF A DRAINAGE DITCH EASEMENT CONSISTING OF 15.094 ACRES OUT OF BLOCK 28, 29, 30, 31, 50, 51, & 52, OF LON C HILL'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 25, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAID 15.094 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with a surveyor's cap stamped "STS 5974" on the existing south right-of-way line of U.S. Expressway 77/83 south bound frontage road (right-of-way width varies), for the northernmost east corner of the herein described drainage easement, having a Texas State Plane Grid Coordinate of N: 16,586,881.61 and E: 1,248,876.35, from which a 1/2 inch iron rod found with a surveyor's cap stamped "Wood 5974" at the northeast corner of E.L. Parker Subdivision, as recorded in Cabinet 1, Page 126, Map Records, Cameron County, Texas, bears North 55°40'13" East a distance of 9.20 feet;

THENCE, along the east side of the existing Lipscomb drainage ditch, generally being fifty (50) feet east of centerline, the following twenty six (26) bearings and distances:

- 1) **South 08°41'35" West**, a distance of **181.64 feet**, to an angle point in the east line of the herein described tract;
- 2) **South 11°21'18" West**, a distance of **223.43 feet**, to an angle point in the east line of the herein described tract;
- 3) **South 11°19'55" West**, a distance of **142.69 feet**, to an angle point in the east line of the herein described tract;
- 4) **South 30°46'07" West**, a distance of **183.84 feet**, to an angle point in the east line of the herein described tract;
- 5) **South 30°46'07" West**, a distance of **185.37 feet**, to an angle point in the east line of the herein described tract;
- 6) **South 18°40'58" West**, a distance of **162.83 feet**, to an angle point in the east line of the herein described tract;
- 7) **South 51°44'03" West**, a distance of **352.87 feet**, to an angle point in the east line of the herein described tract;
- 8) **South 62°12'53" West**, a distance of **502.55 feet**, to an angle point in the east line of the herein described tract;
- 9) **South 22°52'20" West**, a distance of **49.53 feet**, to an angle point in the east line of the herein described tract;
- 10) **South 70°09'12" West**, a distance of **399.10 feet**, to an angle point in the east line of the herein described tract;
- 11) **South 84°19'34" West**, a distance of **288.84 feet**, to an angle point in the east line of the herein described tract;
- 12) **South 69°29'48" West**, a distance of **348.04 feet**, to an angle point in the east line of the herein described tract;
- 13) **South 74°52'09" West**, a distance of **238.84 feet**, to an angle point in the east line of the herein described tract;

22374 Briggs Coleman Road, Harlingen TX 78550 • (956) 245-1937
TBPLS No. 10194358

Attachment II cont.



Page 2 of 4
23134mb.docx

- 14) **South 44°54'14" West**, a distance of 279.11 feet, to an angle point in the east line of the herein described tract;
- 15) **South 38°09'37" West**, a distance of 298.07 feet, to an angle point in the east line of the herein described tract;
- 16) **South 63°04'42" East**, a distance of 24.03 feet, to an angle point in the east line of the herein described tract;
- 17) **South 26°26'43" West**, a distance of 84.86 feet, to an angle point in the east line of the herein described tract;
- 18) **South 05°30'05" West**, a distance of 314.24 feet, to an angle point in the east line of the herein described tract;
- 19) **South 24°48'18" West**, a distance of 154.55 feet, to an angle point in the east line of the herein described tract;
- 20) **South 36°21'31" West**, a distance of 83.71 feet, to an angle point in the east line of the herein described tract;
- 21) **South 10°21'03" West**, a distance of 176.32 feet, to an angle point in the east line of the herein described tract;
- 22) **South 01°29'19" West**, a distance of 262.83 feet, to an angle point in the east line of the herein described tract;
- 23) **South 04°23'35" East**, a distance of 233.44 feet, to an angle point in the east line of the herein described tract;
- 24) **South 05°28'35" West**, a distance of 187.90 feet, to an angle point in the east line of the herein described tract;
- 25) **South 13°32'23" West**, a distance of 258.28 feet, to an angle point in the east line of the herein described tract;
- 26) **South 15°26'53" East**, a distance of 225.64 feet, to a 1/2 inch iron rod set with a cap stamped "STS 5974" on the west right-of-way line of Louisiana Street (40.00' R.O.W) and the east line of that certain tract of land recorded in Volume 18068, Page 112, Official Records, Cameron County, Texas, for the westernmost southeast corner of the herein described tract;

THENCE, **South 26°57'32" West**, along the west right-of-way of line of Louisiana Street, a distance of 148.28 feet, to a 1/2 inch iron rod set with a surveyor's cap stamped "5974" for the westernmost southwest corner of the herein described tract;

THENCE, along the west side of the existing Lipscomb drainage ditch, generally being fifty (50) feet west of centerline, the following twenty six (32) bearings and distances:

- 1) **North 15°26'53" West**, a distance of 360.98 feet, to an angle point in the east line of the herein described tract;
- 2) **North 13°32'23" East**, a distance of 272.43 feet, to an angle point in the east line of the herein described tract;

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TBPLS No. 10194358

Attachment II cont.



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23134mb.docx

- 3) **North 06°12'06" East**, a distance of **168.33 feet**, to an angle point in the east line of the herein described tract;
- 4) **North 04°23'35" West**, at a distance of **238.58 feet**, to an angle point in the east line of the herein described tract;
- 5) **North 01°29'19" East**, at a distance of **275.72 feet**, to an angle point in the east line of the herein described tract;
- 6) **North 10°21'03" East**, at a distance of **191.61 feet**, to an angle point in the east line of the herein described tract;
- 7) **North 04°14'53" East**, at a distance of **98.30 feet**, to an angle point in the east line of the herein described tract;
- 8) **North 24°48'18" East**, at a distance of **136.67 feet**, to an angle point in the east line of the herein described tract;
- 9) **North 05°30'05" East**, at a distance of **316.45 feet**, to an angle point in the east line of the herein described tract;
- 10) **North 26°26'43" East**, at a distance of **113.90 feet**, to an angle point in the east line of the herein described tract;
- 11) **South 63°02'58" East**, at a distance of **24.03 feet**, to an angle point in the east line of the herein described tract;
- 12) **North 38°09'37" East**, at a distance of **323.78 feet**, to an angle point in the east line of the herein described tract;
- 13) **North 44°54'14" East**, at a distance of **311.77 feet**, to an angle point in the east line of the herein described tract;
- 14) **North 74°52'09" East**, at a distance of **260.91 feet**, to an angle point in the east line of the herein described tract;
- 15) **North 69°29'48" East**, at a distance of **356.36 feet**, to an angle point in the east line of the herein described tract;
- 16) **North 84°19'34" East**, at a distance of **289.42 feet**, to an angle point in the east line of the herein described tract;
- 17) **North 70°09'12" East**, at a distance of **342.90 feet**, to an angle point in the east line of the herein described tract;
- 18) **North 22°52'20" East**, at a distance of **41.51 feet**, to an angle point in the east line of the herein described tract;
- 19) **North 62°12'53" East**, at a distance of **529.13 feet**, to an angle point in the east line of the herein described tract;
- 20) **North 51°44'03" East**, at a distance of **163.85 feet**, to an angle point in the east line of the herein described tract;
- 21) **North 63°00'43" West**, at a distance of **74.17 feet**, to an angle point in the east line of the herein described tract;
- 22) **North 45°14'08" East**, at a distance of **107.34 feet**, to a point at the beginning of a circular curve to the left having a radius of 50.00 feet;

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T8PLS No. 10194358

Attachment II



Page 4 of 4
23134mb.docx

- 23) Along said circular curve to the left an arc length of 77.12 feet, having a chord bearing of North 41°08'09" East and a chord length of 69.71 feet, to a point in the east line of the herein described tract;
- 24) South 63°22'22" East, at a distance of 20.61 feet, to an angle point in the east line of the herein described tract;
- 25) North 26°58'40" East, at a distance of 237.56 feet, to a point at the beginning of a circular curve to the left having a radius of 50.00 feet;
- 26) Along said circular curve to the left an arc length of 55.74 feet, having a chord bearing of North 26°58'33" East and a chord length of 52.90 feet, to a point in the east line of the herein described tract;
- 27) North 26°58'33" East, at a distance of 118.06 feet, to an angle point in the east line of the herein described tract;
- 28) South 63°01'27" East, at a distance of 64.88 feet, to an angle point in the east line of the herein described tract;
- 29) North 30°46'07" East, at a distance of 62.43 feet, to an angle point in the east line of the herein described tract;
- 30) North 11°19'55" East, at a distance of 125.56 feet, to an angle point in the east line of the herein described tract;
- 31) North 11°21'19" East, at a distance of 221.08 feet, to an angle point in the east line of the herein described tract;
- 32) North 08°41'35" East, at a distance of 227.33 feet, to a 1/2 inch iron rebar set with a surveyor's cap stamped "STS 5974" on the south right-of-way line of U.S. Expressway 77/88 Frontage and the north line of E.L. Parker Subdivision, for the easternmost northwest corner of the herein described tract;

THENCE, South 55°40'13" East, along the south right-of-way of U.S. Expressway 77/88 frontage at a distance of 110.92 feet, to the POINT OF BEGINNING of the herein described tract of land, said tract contains 15.094 acres of land, more or less, within these metes and bounds.

A survey exhibit (23150.dwg) of was prepared and accompanies this metes and bounds description.

A handwritten signature in blue ink, appearing to read "R. Michael Wood", is written over a horizontal line.

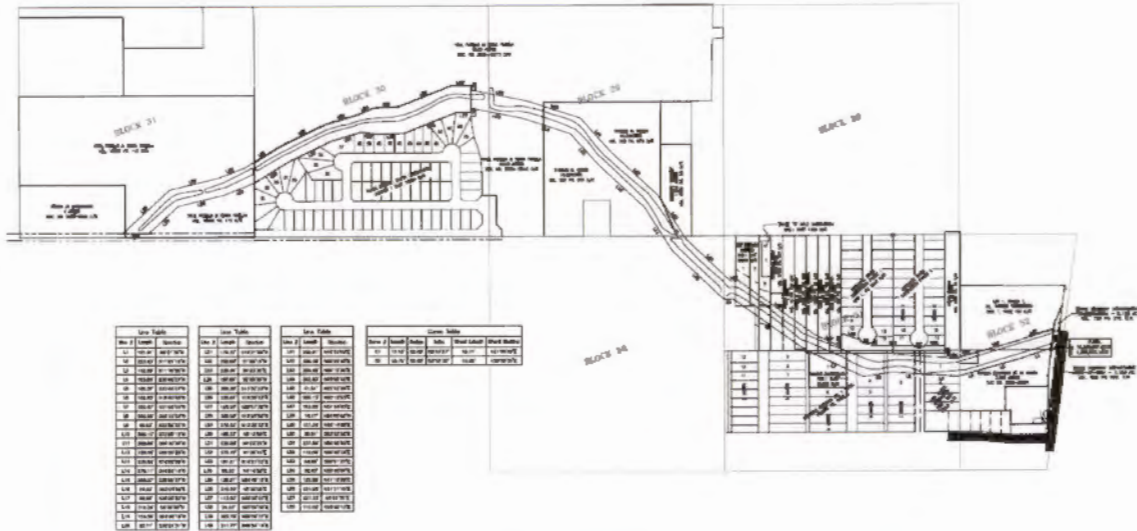
R. Michael Wood, R.P.L.S.
Registered Professional Land Surveyor
State of Texas Registration No. 5974



11/09/2023

22374 Briggs Coleman Road, Harlingen TX 78550 • (956) 245-1937
TBPLS No. 10194358

Attachment II



LIPSCOMB DRAINAGE EASEMENT
CONSISTING OF 15.094 ACRES OUT OF
BLOCKS 29, 30, 31, 50, 51, & 52
LON C HILL'S SUBDIVISION
VOL. 2, PG. 25, MAP RECORDS
CAMERON COUNTY, TEXAS

NOTES:
1. All lots are shown as being in the hands of the owner.
2. All lots are shown as being in the hands of the owner.
3. All lots are shown as being in the hands of the owner.



Southpoint
Texas Surveying, LLC
10000 N. Loop West, Suite 100
Houston, Texas 77037
Phone: 281.444.1111
Fax: 281.444.1112
www.southpoint-surveying.com

Attachment IV

City Engineer Approval Form



Routing Slip

Applicant: Harlingen Irrigation District

Phone No.: (956) 423-7015

Location: West side of Louisiana Street, approximately 598 feet north of Morris Road

Project Description: Consideration and possible action to authorize the city manager to sign a gift deed for the conveyance from the Harlingen Irrigation District to the City of Harlingen of the Lipscomb Ditch, being 15.094 acres of land out of Blocks 28, 29, 30, 50, 51, and 52, of the Lon C. Hill Subdivision, located on the west side of Louisiana Street approximately 598 feet north of Morris Road.

Department: Engineering

Approval: X YES NO

Comments: The Irrigation District has no use for this ditch and is currently being used solely for drainage, discharging to the Arroyo Colorado. Ditch improvements are needed, which include an 8x6 reinforced concrete box culvert at the Louisiana Street crossing, as per the 2008 Drainage Master Plan.

A handwritten signature in black ink, appearing to be 'G. J. ...'.

Signature

11/21/2023

Date

Attachment IV

Public Works Director Approval Form



Routing Slip

Applicant: Harlingen Irrigation District

Phone No.: (956) 423-7015

Location: West side of Louisiana Street, approximately 598 feet north of Morris Road

Project Description: Consideration and possible action to authorize the city manager to sign a gift deed for the conveyance from the Harlingen Irrigation District to the City of Harlingen of the Lipscomb Ditch, being 15.094 acres of land out of Blocks 28, 29, 30, 50, 51, and 52, of the Lon C. Hill Subdivision, located on the west side of Louisiana Street approximately 598 feet north of Morris Road.

Department: Public Works

Approval: X YES NO

Comments: Approved with conditions, improvements needed at the Louisiana crossing with 8X6 concrete boxes, as per 2008 drainage master plan

Christopher D. Torres, CPM

Signature

11/17/2023

Date

Attachment V

ALLISON SUBDIVISION

LEGEND

- Lot
- Block
- Street
- Other boundaries

SECTION 1

Lot	Area	Owner
1	0.10	John Doe
2	0.10	John Doe
3	0.10	John Doe
4	0.10	John Doe
5	0.10	John Doe
6	0.10	John Doe
7	0.10	John Doe
8	0.10	John Doe
9	0.10	John Doe
10	0.10	John Doe
11	0.10	John Doe
12	0.10	John Doe
13	0.10	John Doe
14	0.10	John Doe
15	0.10	John Doe
16	0.10	John Doe
17	0.10	John Doe
18	0.10	John Doe
19	0.10	John Doe
20	0.10	John Doe
21	0.10	John Doe
22	0.10	John Doe
23	0.10	John Doe
24	0.10	John Doe
25	0.10	John Doe
26	0.10	John Doe
27	0.10	John Doe
28	0.10	John Doe
29	0.10	John Doe
30	0.10	John Doe
31	0.10	John Doe
32	0.10	John Doe
33	0.10	John Doe
34	0.10	John Doe
35	0.10	John Doe
36	0.10	John Doe
37	0.10	John Doe
38	0.10	John Doe
39	0.10	John Doe
40	0.10	John Doe
41	0.10	John Doe
42	0.10	John Doe
43	0.10	John Doe
44	0.10	John Doe
45	0.10	John Doe
46	0.10	John Doe
47	0.10	John Doe
48	0.10	John Doe
49	0.10	John Doe
50	0.10	John Doe
51	0.10	John Doe
52	0.10	John Doe
53	0.10	John Doe
54	0.10	John Doe
55	0.10	John Doe
56	0.10	John Doe
57	0.10	John Doe
58	0.10	John Doe
59	0.10	John Doe
60	0.10	John Doe
61	0.10	John Doe
62	0.10	John Doe
63	0.10	John Doe
64	0.10	John Doe
65	0.10	John Doe
66	0.10	John Doe
67	0.10	John Doe
68	0.10	John Doe
69	0.10	John Doe
70	0.10	John Doe
71	0.10	John Doe
72	0.10	John Doe
73	0.10	John Doe
74	0.10	John Doe
75	0.10	John Doe
76	0.10	John Doe
77	0.10	John Doe
78	0.10	John Doe
79	0.10	John Doe
80	0.10	John Doe
81	0.10	John Doe
82	0.10	John Doe
83	0.10	John Doe
84	0.10	John Doe
85	0.10	John Doe
86	0.10	John Doe
87	0.10	John Doe
88	0.10	John Doe
89	0.10	John Doe
90	0.10	John Doe
91	0.10	John Doe
92	0.10	John Doe
93	0.10	John Doe
94	0.10	John Doe
95	0.10	John Doe
96	0.10	John Doe
97	0.10	John Doe
98	0.10	John Doe
99	0.10	John Doe
100	0.10	John Doe

SECTION 2

Lot	Area	Owner
1	0.10	John Doe
2	0.10	John Doe
3	0.10	John Doe
4	0.10	John Doe
5	0.10	John Doe
6	0.10	John Doe
7	0.10	John Doe
8	0.10	John Doe
9	0.10	John Doe
10	0.10	John Doe
11	0.10	John Doe
12	0.10	John Doe
13	0	

Item #11

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to authorize the city manager to sign an access and utility easement document to capture a sidewalk and water meter on the subject property bearing a legal description of 0.026 acres out of Block 1, Williamson Subdivision, located on the west side of "F" Street approximately 370 feet north of Expressway 83.

Applicant: F Street Retail Partners, LTD

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Summary

- The applicant is proposing to dedicate a 2 ft. wide access and utility easement on the east side of the property to allow for access on an existing 5 ft. wide sidewalk of which 2 ft. is encroaching on private property and for water meter that is on site **(ATTACHMENT IV)**.
- There is a recently constructed Stripes Convenience Store on subject property. The subject property has 387.10 ft. of frontage on F Street, 361.61 ft. on frontage on Expressway 83, and depth of 438.2 feet at it longest point. The said access and utility easement is on the east side of the property and is 2 ft. wide and 387 ft. in length, with the exception of the three areas within the easement which are wider in size to accommodate the water meter on site. **(ATTACHMENT II-V)**.
- The proposed conveyance of land by the Harlingen Irrigation District has been reviewed and approved by the City Engineer and Harlingen Waterworks **(ATTACHMENT VI and VII)**.
- The attached recording instrument will dedicate the subject easement to the City of Harlingen.

Funding (if applicable):

Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

*If no, specify source of funding and amount requested:

Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:

1/27

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

[Signature]

☒ Yes

☐ No

☐ N/A

Bowman

November 21, 2023

City of Harlingen
Planning & Development
Attn: Joel Olivo

Re: Stripes – Access & Utility Easement Dedication
1610 South F. Street, Harlingen TX

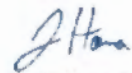
Dear Mr. Olivo:

We would like to submit this formal request for the dedication to the City of Harlingen of an Access & Utility Easement alongside the Right-of-Way at 1610 South F. Street. This site is the location of the recently constructed Stripes convenience store and gas station.

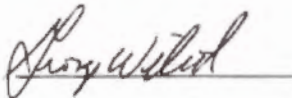
Because the location of the ROW extends only approximately 3 feet behind the curb on the west side of South F. Street, the recent sidewalk and utility improvements were constructed partially encroaching private property. It is typical for the sidewalk, water meters, and fire hydrants to be placed within City ROW's for their ability to be accessed and maintained. We have drafted the easement documents to run alongside F. Street and cover the sidewalk, water meters, and fire hydrant. Please reference the attached documents for exact easement dimensions and locations.

We appreciate your time in the review and attention to this matter. Please do not hesitate to reach out if there are any questions. You may reach me at 210-298-1600, or jhora@bowman.com.

Respectfully,



Jamie Hora, P.E.
Project Manager
Bowman (Civil Consultant)



Date: 11/27/23

Title:
F Street Retail Partners, LTD.

8122 Datapoint Rd., Suite 202 San Antonio, TX 78229
P 210.298.1600
bowman.com

Attachment II

Sinclair Land Surveying, Inc.

3411 Magic Drive
San Antonio, Texas 78229
210-341-4518
TBPELS Firm No. 10089000

October 17, 2023
Revised November 21, 2023

0.026 acres out of
Block 1
Williams Subdivision
City of Harlingen

THE STATE OF TEXAS
COUNTY CAMERON

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

0.026 acres out of the Block 1, Williamson Subdivision, City of Harlingen, Cameron County, Texas as shown by plat of record in Volume 24 at page 42 of the Map Records of Cameron County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an ½" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of the west right-of-way line of F Street and the southeast right-of-way line of a 200-foot canal (Main Canal of the Cameron County Water Control and Improvement District Number 1), the northeast corner of Block 1, Williamson Subdivision, City of Harlingen, Cameron County, Texas as shown by plat of record in Volume 24 at page 42 of the Map Records of Hidalgo County, Texas, at Northing 16590775.4 and Easting 1245892.2, for the northeast corner of this tract;

Thence S 0°33'42" E (called S 0°30' E) with the west right-of-way line of F Street and the east boundary line of said Block 1 a distance of 387.10 feet (called 387.10 feet) to an ½" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of the west right-of-way line of F Street and the cutback right-of-way line joining U.S. Highway 83, for the southeast corner of this tract;

Attachment II cont.

Thence S 79°33'18" W (called S 79°37' W) with said cutback right-of-way line and the south boundary line of said Block 1 a distance of 11.35 feet to a nail with a blue cap marked "SLS ESMT" set in the ground, for the southwest corner of this tract, whence an 1/2" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of said cutback right-of-way line and the northeast right-of-way line of U.S. Highway 83, bears S 79°33'18" W a distance of 165.56 feet;

Thence N 0°06'29" W crossing said Block 1 a distance of 13.17 feet to a chiseled 'x' set in concrete for a corner of this tract;

Thence N 45°53'37" E a distance of 12.52 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°33'37" W a distance of 144.27 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 60°00'32" W a distance of 8.04 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°04'42" E a distance of 9.99 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 52°49'10" E a distance of 8.49 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°33'37" W a distance of 10.62 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence S 89°26'18" W a distance of 8.04 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°06'53" W a distance of 16.97 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 89°26'18" E a distance of 8.00 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Attachment II cont.

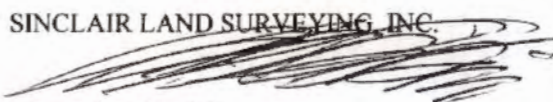
Thence N 0°35'36" W a distance of 175.54 feet to a nail with a blue cap marked "SLS ESMT" set in the ground in the southeast right-of-way line of said 200-foot canal and the northwest boundary line of said Block 1 for the northwest corner of this tract;

Thence N 69°58'18" E (called N 70°02' E) with the southeast right-of-way line of said 200-foot canal and the northwest boundary line of said Block 1 a distance of 2.12 feet to the point of beginning.

Containing 0.026 acres (1,120 square feet) of land, more or less.

The bearings and coordinates for this survey are based on the Texas State Plane Coordinate System (Grid), Texas South Zone (4205), North American Datum of 1983 (NA2011) epoch 2010.

SINCLAIR LAND SURVEYING, INC.



Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

lts/jc



Attachment III

*THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (GRID), TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983 (NA2011), EPOCH 2010

200' CANAL R.O.W.
(MAIN CANAL OF THE CAMERON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 1)

POINT OF BEGINNING
N: 165.0775.4
E: 124.5892.2

- LEGEND: ① = 1/2" IRON BAR WITH A YELLOW CAP MARKED "WELDEN HUNT INC" FOUND SET IN THE GROUND
② = SET NAIL WITH A BLUE CAP MARKED "SLS ESMT"
③ = SET CHISELED "X" ON CONCRETE
(F) = FIELD BEARING
(P) = PLAT BEARING
R.O.W. = RIGHT-OF-WAY

LINE TABLE (F)		
LINE #	LENGTH	DIRECTION
L1	387.10'	S 0°33'42" E
L2	11.35'	S 79°33'18" W
L3	13.17'	N 0°06'29" W
L4	12.33'	N 45°33'37" E
L5	144.27'	N 0°33'37" W
L6	8.04'	N 60°00'32" W
L7	9.89'	N 0°04'42" E
L8	8.49'	N 52°49'10" E
L9	10.62'	N 0°33'37" W
L10	8.04'	S 89°26'18" W
L11	16.97'	N 0°06'53" W
L12	8.00'	N 89°26'18" E
L13	175.54'	N 0°35'36" W
L14	2.12'	N 89°58'18" E

LINE TABLE (P)		
LINE #	LENGTH	DIRECTION
L1	---	S 0°30' E
L2	---	S 79°37' W
L14	---	N 70°02' E

NORTH

SCALE: 1" = 50'

CATEGORY 2, CONDITION 2
ROUTE SURVEY OF
0.026 ACRES OUT OF
BLOCK 1
WILLIAMS SUBDIVISION
CITY OF HARLINGEN
CAMERON COUNTY, TEXAS

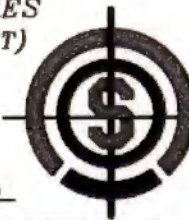
VOL. 24 PG. 42 MAP RECORDS

AREA: 0.026 ACRES
(1,120 SQUARE FEET)

WE, SINCLAIR LAND SURVEYING, INC. CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND AND IS GENERALLY IN ACCORDANCE WITH A CATEGORY 2-CONDITION 2, ROUTE SURVEY AS SPECIFIED IN THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS, DATED DECEMBER 2021, AND THAT THERE ARE NO VISIBLE OR APPARENT ENCROACHMENTS, EXCEPT AS SHOWN.

BY: LEMUEL T. SINCLAIR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 9142
DATE: OCTOBER 17, 2023
REVISED: NOVEMBER 21, 2023

DRAWN BY: JC CREW CHIEF: MO



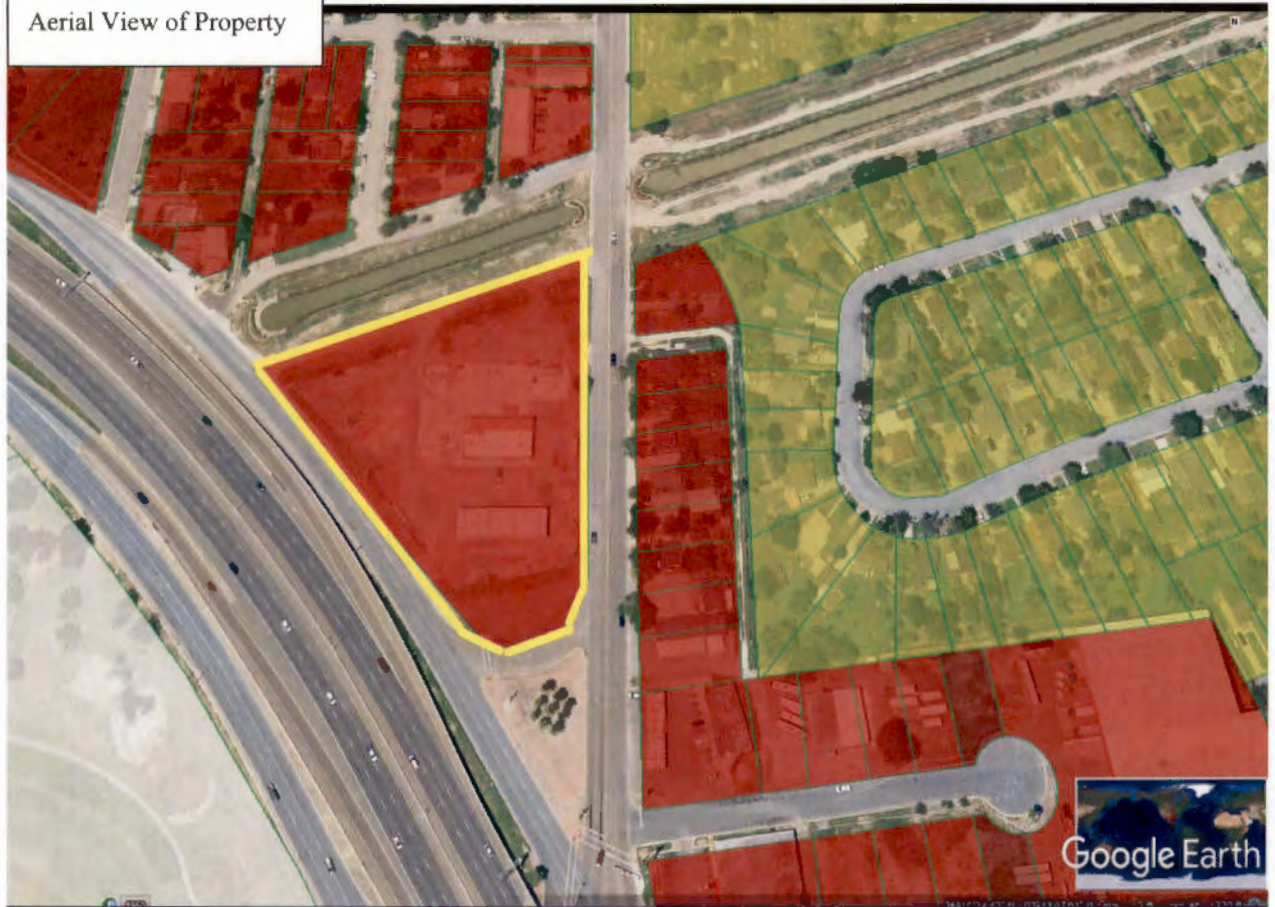
SINCLAIR LAND SURVEYING, INC.
3411 MAGIC DRIVE
SAN ANTONIO, TEXAS 78229
210-341-4518
TBPELS FIRM NO. 10089000
JOB NUMBER: S-202282526



Attachment IV

Attachment V

Aerial View of Property



Attachment VI

City Engineer Letter



Utility Easement Dedication Routing Slip

Applicant: F Street Retail Partners, LTD

Phone No.: Civil Engineer, Jamie Hora, PE (210)298-1600

Engineer Location: 8122 Datapoint Drive, St 202, San Antonio, TX 78229

Project Description: Request to dedicate an access and utility easement adjacent to property.

Department: Engineering

Approval: ☒ YES ☐ NO

Comments: Easement is necessary to access existing utilities.

Luis Vargas, PE - City Engineer
Signature

11/20/2023

Date

Attachment VII

HWWS Approval Form



HARLINGEN
WATERWORKS
SYSTEM

HARLINGEN WATERWORKS SYSTEM UTILITY EASEMENT DEDICATION ROUTING SLIP

Applicant: F St. Retail Partners, LTD

Contact: Jaime Hora, P.E.

Phone No.: (210) 298-1600

Address: 8122 Datapoint Drive, Ste. 202, San Antonio, Tx 78229

Project Description:

Request to dedicate an access and utility easement adjacent to the property.

Department: Engineering

Response: **APPROVED**

Comments:

Easement is necessary to access existing utilities.

By (signature): _____

Name (printed): Gabriel E. Treviño Jr., P.E.

Title: Utility Engineer

Date Issued: November 27, 2023

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ACCESS AND UTILITY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CAMERON §

That F Street Partners ("Grantor"), whose mailing address is 1207 Antoine Dr., Houston, TX 77055, for and in consideration of the sum of NO/100 DOLLARS (\$0.00) and other good and valuable consideration in hand provided by the CITY OF HARLINGEN, a municipal corporation of Cameron County, Texas, ("Grantee"), a Texas home rule municipality whose mailing address is 118 E. Tyler, Harlingen, Cameron County, Texas 78550, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, AND CONVEYED, and by these presents DEDICATE, GRANT, AND CONVEY unto Grantee as easement for access and utility purposes, including the right of ingress, egress, and regress therein, and easements to install, construct, reconstruct, maintain, utilities, including but not limited to water, sanitary and storm sewer lines, and other type of public utilities and all related uses and purposes common to same in, on, under, over and across or any other public purpose authorized by Local Government Code § 273.001 and deemed necessary by Grantee into and through all that certain real property located in the County of Cameron, State of Texas, and being more particularly described as follows:

A 0.026 acres out of Block 1, Williamson Subdivision, City of Harlingen, Cameron County, Texas as shown by plat of record in Volume 24 at page 42 of the Map Records of Cameron County, Texas and said 0.026 acre tract being more particularly described as shown on Exhibits "A" and "A-1" attached hereto and incorporated for all purposes herein.

TO HAVE AND TO HOLD the above described property for said access and utility and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this _____ day of _____, 2023.

F Street Partners, LTD

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2023 by F Street Partners, LTD.

Notary Public - State of Texas

Accepted by:

CITY OF HARLINGEN

By:
Gabriel Gonzalez, CPM., City Manager

|

Approved as to form:

By:
Mark Sossi, City Attorney

WILL BE RECORDED BY:
CITY OF HARLINGEN

EXHIBIT "A"

Sinclair Land Surveying, Inc.

3411 Magic Drive
San Antonio, Texas 78229
210-341-4518
TBPELS Firm No. 10089000

October 17, 2023
Revised November 21, 2023

0.026 acres out of
Block 1
Williams Subdivision
City of Harlingen

THE STATE OF TEXAS
COUNTY CAMERON

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

0.026 acres out of the Block 1, Williamson Subdivision, City of Harlingen, Cameron County, Texas as shown by plat of record in Volume 24 at page 42 of the Map Records of Cameron County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an ½" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of the west right-of-way line of F Street and the southeast right-of-way line of a 200-foot canal (Main Canal of the Cameron County Water Control and Improvement District Number 1), the northeast corner of Block 1, Williamson Subdivision, City of Harlingen, Cameron County, Texas as shown by plat of record in Volume 24 at page 42 of the Map Records of Hidalgo County, Texas, at Northing 16590775.4 and Easting 1245892.2, for the northeast corner of this tract;

Thence S 0°33'42" E (called S 0°30' E) with the west right-of-way line of F Street and the east boundary line of said Block 1 a distance of 387.10 feet (called 387.10 feet) to an ½" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of the west right-of-way line of F Street and the cutback right-of-way line joining U.S. Highway 83, for the southeast corner of this tract;

Thence S 79°33'18" W (called S 79°37' W) with said cutback right-of-way line and the south boundary line of said Block 1 a distance of 11.35 feet to a nail with a blue cap marked "SLS ESMT" set in the ground, for the southwest corner of this tract, whence an ½" iron bar with a yellow cap marked "MELDEN HUNT INC" found set in the ground at the point of intersection of said cutback right-of-way line and the northeast right-of-way line of U.S. Highway 83, bears S 79°33'18" W a distance of 165.56 feet;

Thence N 0°06'29" W crossing said Block 1 a distance of 13.17 feet to a chiseled 'x' set in concrete for a corner of this tract;

Thence N 45°53'37" E a distance of 12.52 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°33'37" W a distance of 144.27 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 60°00'32" W a distance of 8.04 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°04'42" E a distance of 9.99 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 52°49'10" E a distance of 8.49 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°33'37" W a distance of 10.62 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence S 89°26'18" W a distance of 8.04 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 0°06'53" W a distance of 16.97 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

Thence N 89°26'18" E a distance of 8.00 feet to a nail with a blue cap marked "SLS ESMT" set in the ground for a corner of this tract;

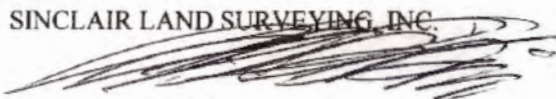
Thence N 0°35'36" W a distance of 175.54 feet to a nail with a blue cap marked "SLS ESMT" set in the ground in the southeast right-of-way line of said 200-foot canal and the northwest boundary line of said Block 1 for the northwest corner of this tract;

Thence N 69°58'18" E (called N 70°02' E) with the southeast right-of-way line of said 200-foot canal and the northwest boundary line of said Block 1 a distance of 2.12 feet to the point of beginning.

Containing 0.026 acres (1,120 square feet) of land, more or less.

The bearings and coordinates for this survey are based on the Texas State Plane Coordinate System (Grid), Texas South Zone (4205), North American Datum of 1983 (NA2011) epoch 2010.

SINCLAIR LAND SURVEYING, INC.



Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

lts/jc



EXHIBIT "A-1"

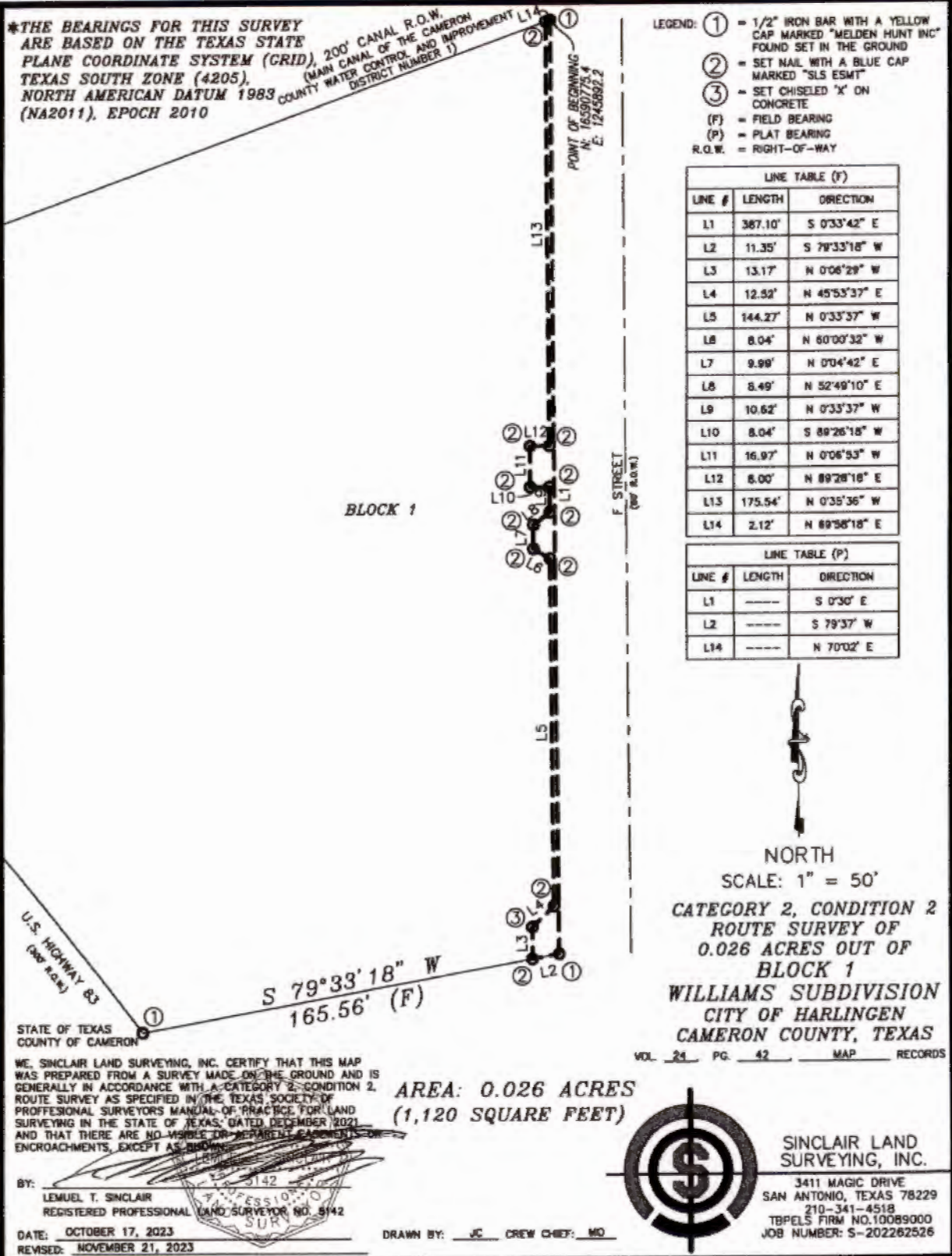
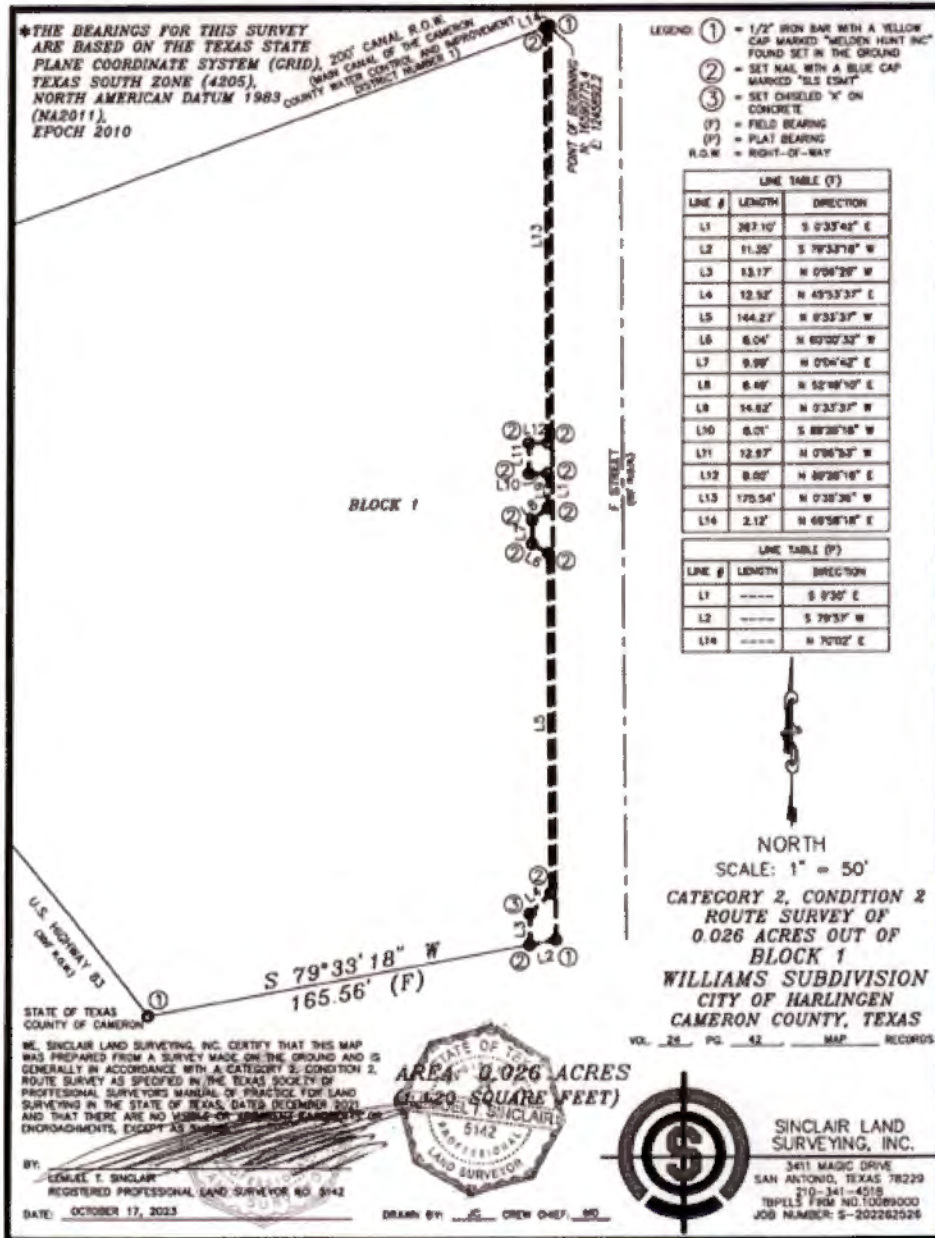


EXHIBIT "A-1"



AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 6, 2023

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit ("SUP") request to allow a bar/lounge in a Light Industry ("LI") District located at 1510 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1, Casa Blanca Subdivision. Applicant: Veronica Marie Rosas. Attachment (*Planning & Development*)

Prepared By: Xavier Cervantes, AICP, CPM
Title: Planning and Development Director
Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 18, 2023 – Application for Special Use Permit ("SUP") submitted to the City. (**ATTACHMENT I**)
- October 4, 2023 – In accordance with State and local law, notice of the required public hearings mailed to all property owners within 200 feet of subject tract.
- October 14, 2023 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- October 25, 2023 - Public hearing and consideration of the requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- November 1, 2023 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- November 15, 2023 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, a bar/lounge use in a Light Industry ("LI") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Veronica Marie Rosas, the applicant, is requesting a Special Use Permit to allow a bar in an existing building located at 1510 N. Commerce. The proposed building is approximately 4,500 square feet. The building was previously used as a bar. (**ATTACHMENT II AND III**).
- Based on the site plan and information submitted, the applicant is proposing to operate every day from 5:00pm to 2:00 am under the business name of "Sleepwalkers" The intended use is for a bar/lounge. Fifty-seven (57) parking spaces are required and provided in the parking lot adjacent to the building and the parking lot for the Texas Café restaurant next door, through a shared parking agreement. (**ATTACHMENT II – IV**).
- Surrounding properties are zoned Light Industry ("LI") to the north, south, east and west. Surrounding land uses consist of Texas Café to the north, Anita Hair Salon to the south, apartments to the east, and the railroad tracks to the west. (**ATTACHMENTS V-VII**).
- The City of Harlingen Building Inspections, Fire Prevention, Health and Police

Departments reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department (**ATTACHMENTS VIII-XI**).

- The applicant must obtain and maintain the proper State permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.

Funding (if applicable):

Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

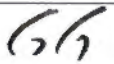
*If no, specify source of funding and amount requested:

Finance Director's approval: ☐ Yes ☐ No ☐ N/A

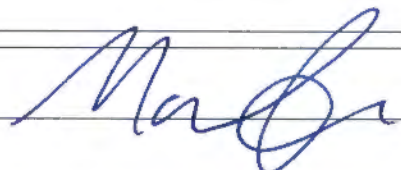
Staff Recommendation:

Staff recommends approval of the request subject to compliance with the following conditions:

1. Must obtain and maintain the proper State and City permits;
2. Must provide and maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. The Special Use Permit will be limited to a period of one year. The applicant will need to reapply for the renewal of the Special Use Permit, one month prior to the one year anniversary of the opening of the bar/lounge.
5. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
6. Hours of operation shall be every day from 5:00 pm to 2:00 am.
7. A licensed security officer must be on-site during the peak hours of Thursday to Saturday from 9:00pm to 2:00am.

City Manager's approval:  ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:  ☒ Yes ☐ No ☐ N/A

Attachment I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1510 N. Commerce St. Nearest Intersection Orange Heights Drive
(Proposed) Subdivision Name _____ Lot _____ Block _____
Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent VERONICA MARIE ROSAS Phone 956-789-2892 FAX _____
Email Address (for project correspondence only): veronicamarierosas@outlook.com
Mailing Address 11860 Mesquite Rd City Lyford State TX Zip 78569
Property Owner Tomas Diaz Phone 956-536-1768 FAX _____
Email Address (for project correspondence only): _____
Mailing Address 1320 White Oak Dr. West City Harlingen State TX Zip 78552

Select appropriate process for which approval is sought. Attach completed checklists with this application.

- | | |
|--|---|
| ☐ Annexation Request..... <u>No Fee</u> | ☐ Preliminary Construction Plans and Final Plat..... <u>\$150.00</u> |
| ☐ Administrative Appeal (ZBA)..... <u>\$125.00</u> | ☐ Minor Plat..... <u>\$100.00</u> |
| ☐ Comp. Plan Amendment Request..... <u>\$250.00</u> | ☐ Re-Plat..... <u>\$250.00</u> |
| ☐ Re-zoning Request..... <u>\$250.00</u> | ☐ Vacating Plat..... <u>\$250.00</u> |
| ☒ SUP Request/Renewal..... <u>\$250.00</u> | ☐ Development Plat..... <u>\$50.00</u> |
| ☐ Zoning Variance Request (ZBA)..... <u>\$250.00</u> | ☐ Subdivision Variance Request..... <u>\$25.00 (each)</u> |
| ☐ PDD Request..... <u>\$250.00</u> | ☐ Right-of-Way / Utility Easement Abandonment..... <u>No Fee</u> |
| ☐ License to Encroach..... <u>\$250.00</u> | |

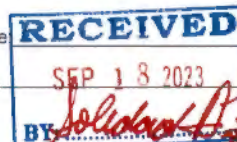
Please provide a basic description of the proposed project: Sleepwalkers will be a bar with special themed nights to attract different types of people, but still keep with traditional bar feel with live local bands.

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature: Veronica Rosas Date: 9/6/23

Property Owner(s) Signature: [Signature] Date: 9-6-23

Accepted by: _____ Date: _____



Attachment I

PLANNED DEVELOPMENT DISTRICT (PDD) REQUEST SPECIFIC USE PERMIT (SUP) REQUEST SUBMITTAL CHECKLIST

Please submit the following items along with the completed master application and appropriate fees. The project cannot be scheduled for consideration unless all items are marked complete. Citations come from the Zoning Ordinance.

Complete

- ✓ One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:

- Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
- Locations of proposed uses; and
- Ingress and egress to/from property;
- Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
- Existing/proposed sidewalks; and
- Existing/proposed utilities; and
- Existing/proposed drainage; and
- Existing/proposed parking spaces.

A written statement describing the proposed use(s) of the subject property.

Any other information (elevation drawings, pictures, etc.) in support of the subject request.

- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
- I understand that while all requirements for the submittal of a PDD or SUP request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
- I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner:

Tomas Diaz

Date

9/6/23

Owner Address:

1320 White Oak Dr West, Harlingen Tx 78552

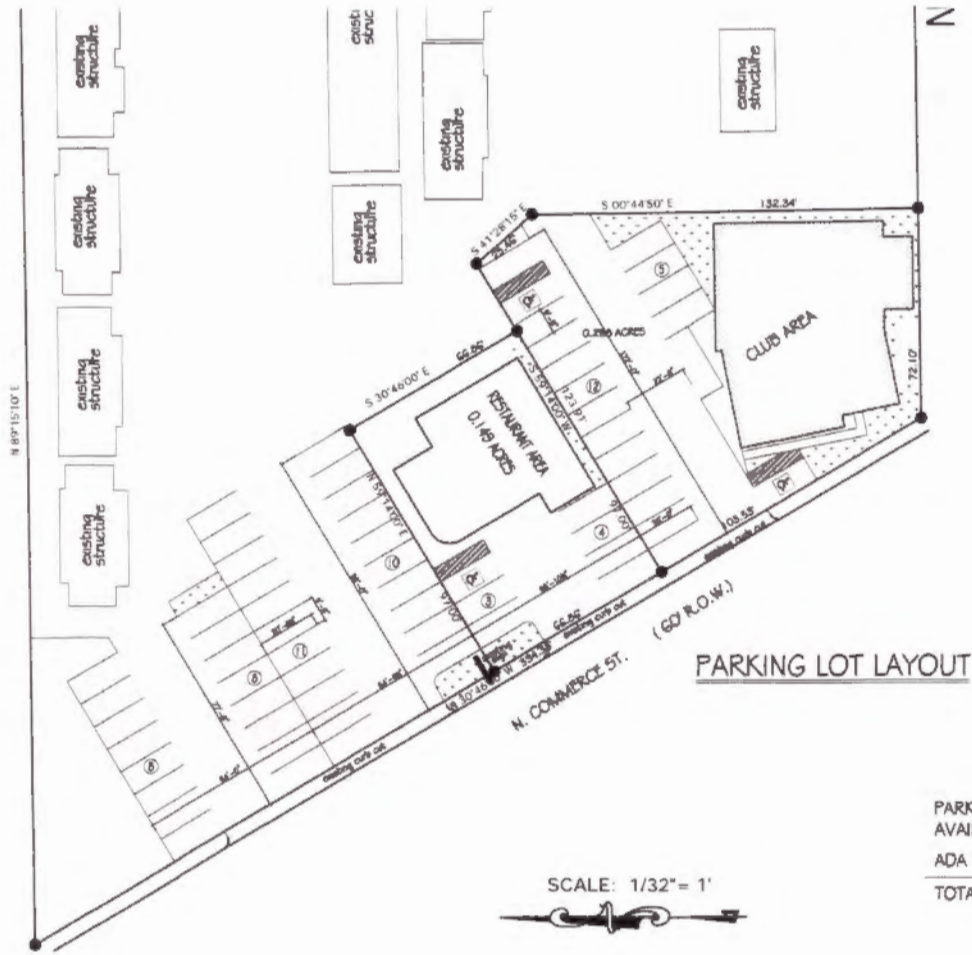
Phone/Fax:

956-536-1768

Signature:

[Signature]

Attachment II – (Site Plan)



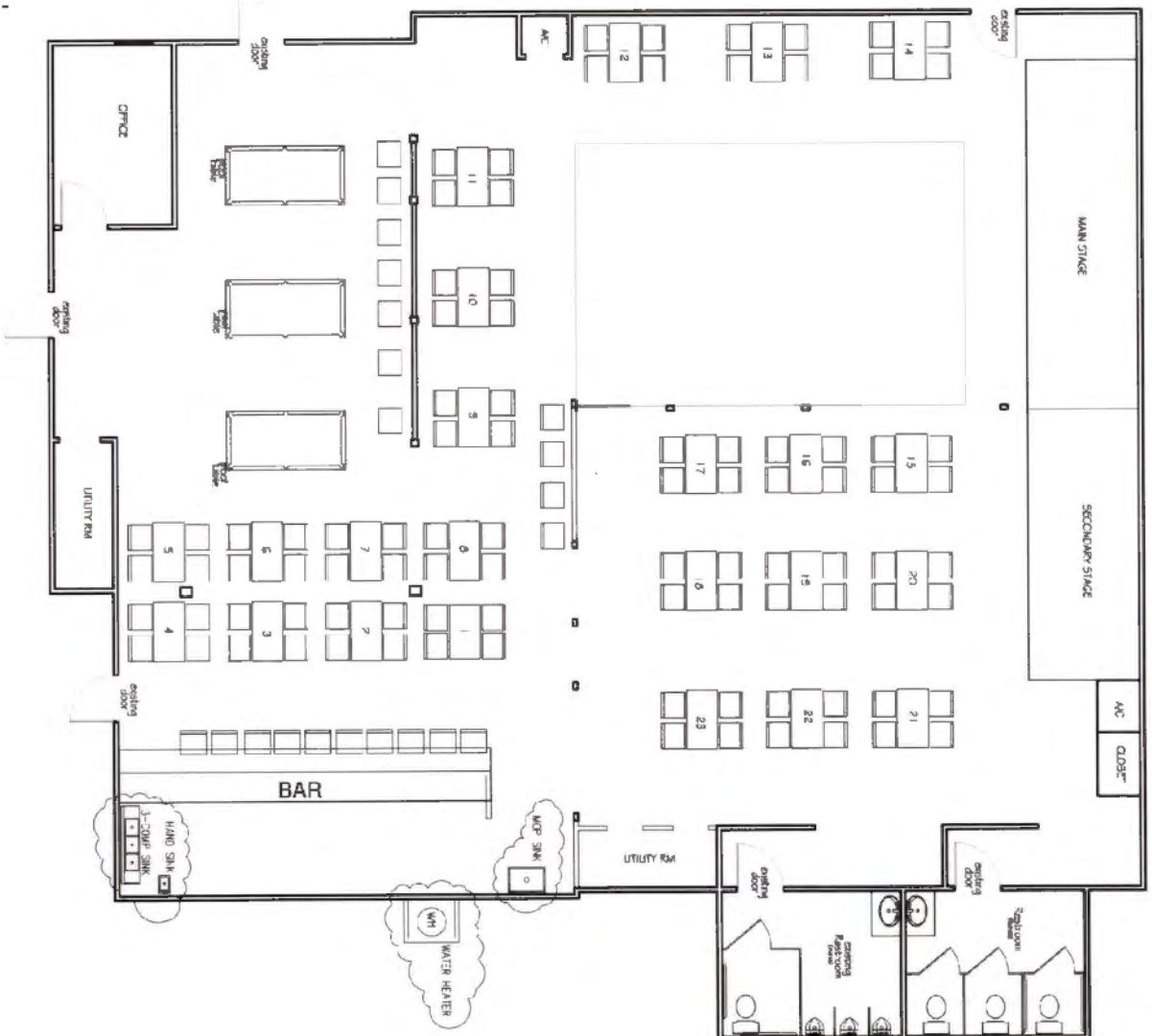
PARKING SPACES AVAILABLE	61
ADA SPACES	3
TOTAL	64

SLEEPWALKERS
1510 N. COMMERCE ST
HARLINGEN
TEXAS

PDF

Attachment III – (Floor Plan)

1" = 1'



Attachment IV – Shared Parking Agreement

September 25, 2023

Elva Idalia Ayala
PO Box 286.
Santa Rosa, Texas 78593

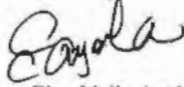
Re: Texas Café parking lot.

To Whom It May Concern:

I am the owner of the Texas Café located at 1510 N. Commerce Street in Harlingen, Texas. I give permission to Valente & Veronica Marie Rosas to use the parking lot in front of and adjacent to The Texas Café. The parking lot is available for their use after 2 P.M. every day.

You may reach me at 956-893-0114 should you have any questions and/or concerns.

Sincerely,

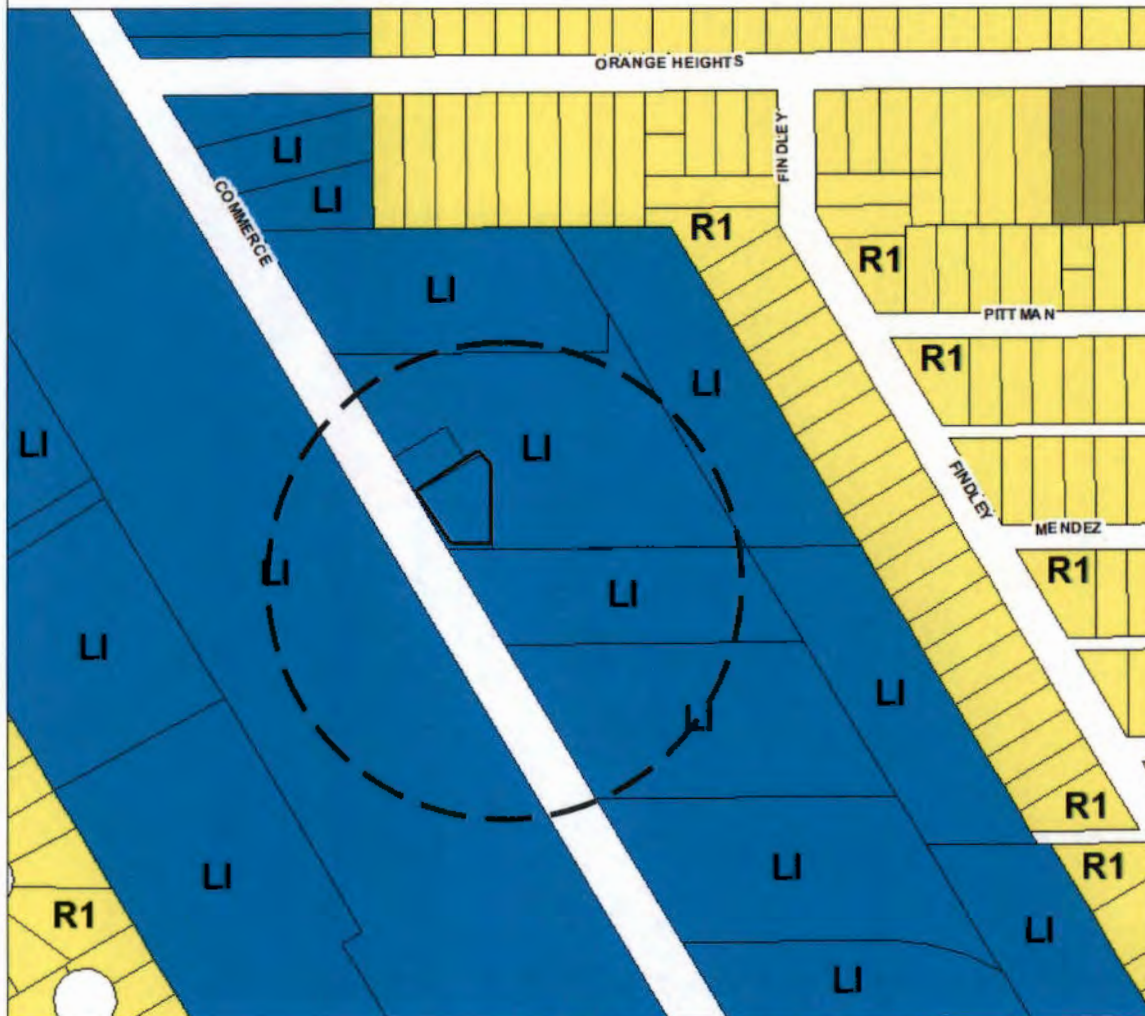


Elva Idalia Ayala

Attachment V



Request for a Special Use Permit (SUP) to allow a bar/lounge in a Light Industry ("LI") District located at 1510 N. Commerce Street, bearing a legal description of Lot 3, Block 1 Replat of Lot 1, Block 1 Casa Blanca Subdivision. Applicant: Veronica Marie Rosas



Boundary lines

- Harlingen city limits.shp
- 200' Notification Boundary
- Subject Property

Zoning Designations

- | | | |
|---------------------------|-------------------------------|--------------------------------|
| General Retail (GR) | Multi Family Residential (M2) | Office (O) |
| Heavy Industry (HI) | Mobile Home Residential (MH) | Planned Development (PD) |
| Light Industry (LI) | Not-Designated (N) | Single Family Residential (R1) |
| 3/4 Plex Residential (M1) | Neighborhood Services (NS) | Duplex Residential (R2) |
| | | Residential Patio Home (RPH) |

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 09.19.2023

Attachment VI





Specific Use Permit ("SUP") Routing Slip

Applicant: Veronica Marie Rosas

Phone No.: (956) 789-2892

Location: 1501 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a bar in a Light Industry ("LI") District located at 1501 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1, Casa Blanca Subdivision.

Department: _____

Approval: ☒ YES ☐ NO

Comments:

A Building Permit application and complete set of plans must be submitted to the building department office for review for the proposed use to obtain the required building permit and comply with the 2018 International Building Code and Family of Codes.

Please be advised that an automatic Fire Sprinkler System will be required to be installed, additional plumbing fixtures will be required, to be determined at time of Permit Plan Review.

A handwritten signature in blue ink, appearing to read 'Jen AS'.

10/02/2023

Signature

Date

Attachment IX



Specific Use Permit ("SUP") Routing Slip

Applicant: Veronica Marie Rosas

Phone No.: (956) 789-2892

Location: 1510 N Commerce Street

Project Description: Request for a Special Use Permit (SUP) for a bar.

Department: Fire Prevention Bureau

Approval: X YES NO

Comments: **Applicant will have to meet any codes, regulations, ordinances, and standards required for permit.**

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr

Date: September 19, 2023



Specific Use Permit ("SUP") Routing Slip

Applicant: Veronica Marie Rosas

Phone No.: (956) 789-2892

Location: 1501 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a bar in a Light Industry ("LI") District located at 1501 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1, Casa Blanca Subdivision.

Department: HARLINGEN POLICE DEPT.

Approval: ☒ YES ☐ NO

Comments:

Signature

10-2-23
Date

Attachment XI



Specific Use Permit ("SUP") Routing Slip

Applicant: Veronica Marie Rosas

Phone No.: (956) 789-2892

Location: 1501 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a bar in a Light Industry ("LI") District located at 1501 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1, Casa Blanca Subdivision.

Department: Health Department

Approval: ☒ YES ☐ NO

Comments: **1510 N. Commerce St., Does not meet minimum health department requirements. Floor Plans do not provide any 3 compartment sinks, hand washing sink, mop sink, or hot water heater locations. If the bar is going to serve liquor or wine a 3 compartment sink is required.**

Addendum: **On 10-3-23 new floor plans were emailed for 1510 N. Commerce St. and meets health department minimum requirements at this time.**

Signature

Date

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO VERONICA MARIE ROSAS TO ALLOW A BAR/LOUNGE IN A LIGHT INDUSTRY ("LI") DISTRICT LOCATED AT 1510 N. COMMERCE, BEARING A LEGAL DESCRIPTION OF LOT 3, BLOCK 1, REPLAT OF LOT 1, BLOCK 1 CASA BLANCA SUBDIVISION.

WHEREAS, the Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure, has recommended a special use permit for certain described real property in the City of Harlingen; and it is deemed to be in the best interest of the City of Harlingen in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed special use permit having been fully made and complied with as required by said Code of Ordinances and applicable laws of the State of Texas; and the City Commission of the City of Harlingen having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same is herewith amended by the following described property being changed for permissive zone use as indicated:

To issue a Special Use Permit (SUP) to Veronica Marie Rosas to allow a bar/lounge in a Light Industry ("LI") District located at 1510 N. Commerce Street, bearing a legal description of Lot 3, Block 1, Replat of Lot 1, Block 1 Casa Blanca Subdivision, as shown on Exhibit "A", subject to:

1. Must obtain and maintain the proper State and City permits;
2. Must provide and maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. The Special Use Permit will be limited to a period of one year. The applicant will need to reapply for the renewal of the Special Use Permit, one month prior to the one year anniversary of the opening of the bar/lounge.
5. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
6. Hours of operation shall be every day from 5:00 pm to 2:00 am.
7. A licensed security officer must be on-site during the peak hours of Thursday to Saturday from 9:00pm to 2:00am.

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

The provisions of this ordinance shall become effective from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances and applicable state statutes.

FINALLY ENACTED this 6th day of December, 2023 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

EXHIBIT "A"



PARKING SPACES AVAILABLE	61
ADA SPACES	3
TOTAL	64

SLEEPWALKERS
1510 N. COMMERCE ST
HARLINGEN TEXAS

Item #13

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item: Consideration and possible action to approve the renewal of the Lease Document N62467-87-RP-00006 for 15.0 acres of land located at 1300 Teege Street., Harlingen, TX, currently used by the Navy Operational Support Center (NOSC) for a term beginning January 1, 2024 and ending December 31, 2024. Attachment (<i>Parks & Recreation</i>)
Prepared By: Javier Mendez, Parks & recreations Director
Brief Summary: The City of Harlingen has received proper notice from the Department of the Navy, United States of America, on its intent to continue to occupy the 15 acre tract of land located at 1300 Teege Street under the terms of the Lease Document N62467-87-RP-00006 dated December 15, 1986. This is an annual renewal which is required under the terms of the lease. Attached are reference documents for your consideration.
Funding (if applicable): Are funds specifically designated in the current budget for the full amount (Yes/No):No *If no, specify source of funding and amount requested: Finance Director's approval (Yes/No/NA):N/A
Staff Recommendation: Staff recommends approval of the lease renewal with the US Navy.
City Manager approval: 
Comments:
City Attorney's approval:

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

15 DEC 1986

LEASE NO.

N62467-87-RP-00006

THIS LEASE, made and entered into this date by and between
City of Harlingen Texas
P.O. Box 2207
Harlingen, TX 78551

whose address is

and whose interest in the property hereinafter described is that of FEE SIMPLE

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately fifteen (15) acres of land located near Fair Park Blvd.,
Harlingen, Texas described in Exhibit "A" (survey) and shown on Exhibit "B"
attached to and made a part hereof.

to be used for GOVERNMENT USE BY ALL BRANCHES OF THE UNITED STATES ARMED FORCES AS
A RESERVE CENTER

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

1 January 1987 through 31 December 1987, subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 1.00 receipt of which is acknowledged.

~~at the rate of \$~~ ~~per~~ ~~in~~

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing
to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commenc-
ing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

From year to year at the rental of \$1.00 per annum receipt of which is
acknowledged; provided that no renewal thereof will extend the period of
occupancy beyond 31 December 2086; and further

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term
or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.
Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2-A, May 1970 edition).

GENERAL PROVISIONS

ITEMS: 17, 18, 19, 20, 21, 22 and 23 added.

8. The following changes were made in this lease prior to its execution:

GENERAL PROVISIONS

ITEM: 9 deleted.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

THE CITY OF HARLINGEN, TX

BY Samuel C. Rogers
(Signature)

(Signature)

IN PRESENCE OF

John Nesmith City Secretary
(Signature)

(Address)

UNITED STATES OF AMERICA

BY Wm. B. [Signature]
(Signature)

REAL ESTATE CONTRACTING OFFICER
(Official title)

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

CERTIFICATION

1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies fur-

that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.
2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

GENERAL PROVISIONS

1. SUBLETTING THE PREMISES.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

5. CONDITION REPORT.

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

GENERAL PROVISIONS: Standard Form 2-A (continued)

17. Gratuities: The Government may, by written notice to the Lessor, terminate the rights of the Lessor under this Lease if it is found after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amendment, or making of any determination with respect to the performing of such Lease; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the contract by the Lessor and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

18. This Lease is entered into as a result of negotiations pursuant to the authority of 10 U.S.C. 2304(c) (1) as implemented by FAR 6.302-1(b)(1) and any necessary determinations and findings or other supporting statement of justification, prescribed by the applicable act have been made.

19. EQUAL OPPORTUNITY (1972 Aug)

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch 60)).

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

GENERAL PROVISIONS: Standard Form 2-A (continued)

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. The Government agrees that if construction of a Reserve Center is not commenced prior to January 1, 1992, this Lease shall terminate. Notice of termination by the Lessor shall be delivered via certified mail return receipt requested to: The Department of the Navy, Southern Division, Naval Facilities Engineering Command, 2155 Eagle Drive, P.O. Box 10068, Charleston, SC 29411-0068.

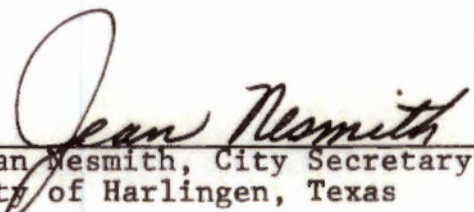
GENERAL PROVISIONS: Standard Form 2-A (continued)

21. During the existence of this Lease, the Government shall have the right to make alterations, to attach fixtures or signs, and to erect additions or structures upon the premises hereby Leased; such alterations, fixtures, signs, additions or structures shall be and remain the property of the Government and may be removed therefrom, in whole or in part, prior to the termination of this Lease or within a reasonable time thereafter, or, at its election, the Government may abandon any or all of them. In the event the Government elects to remove any of such alterations, fixtures, signs, additions or structures, and only in such event, it shall restore that part of the premises affected by such removal to the same condition as that existing at the time of entering upon the premises under this Lease; provided that the Government shall be obliged to so restore the premises only if the Lessor requires it to do so by giving written notice thereof to the Government within twenty (20) days after receiving written notice from a duly authorized representative of the Government that the Government has elected to remove its alterations, fixtures, signs, additions or structures, or any of them.

22. The Government agrees that if the leased premises are not used as a Reserve Center by the Government and if such non use shall continue for a period of ninety (90) consecutive days, the Lessor may terminate this Lease upon delivery of written notice to the Government by certified mail return receipt requested at the address stated in paragraph 20 above.

23. The Government agrees that the Lessor shall be permitted to retain possession of the leased premises for recreational purposes and any other lawful purpose until such time as the Government notifies the Lessor of the commencement of construction by the Government of a Reserve Center on said premises.

THIS is to certify that the attached and foregoing is a true and correct copy of an excerpt from the minutes of the regular meeting of the Harlingen City Commission held on November 5, 1986, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE this 5th day of December, 1986.



Jean Nesmith, City Secretary
City of Harlingen, Texas

NOTICE OF RENEWAL OF GOVERNMENT LEASE
NAVFAC 7-11011/5(3-69)
Supersedes NAVDOCKS 211
S/N 0105-002-5600

1. FROM (Activity and Address) COMMANDER, NAVFAC SOUTHEAST BOX 30, BLDG. 903 RE1 JACKSONVILLE, FL 32212-0030		2. Lease No. N62467-87-RP-00006 File# LI-12222 MWO# 209603						
3. TO City of Harlingen Texas P.O. Box 2207 Harlingen, TX 78551								
4. You are hereby notified that under the provisions of the Government Lease described below, the United States of America elects to renew the said lease as the same may have been amended, and by these presents does renew, extend, and adopt the said lease and all the terms, conditions, and general provisions thereof for the period beginning <u>January 1, 2024</u> and ending <u>December 31, 2024.</u>								
5. REQUIRING ACTIVITY Commanding Officer Navy Operational Support Center, Harlingen 1300 Teege Avenue Harlingen, TX 77034								
6. DESCRIPTION OF LEASE (NUMBER, DATE, ACREAGE, LOCATION BY STREET NUMBER, CITY, COUNTY, AND STATE AS APPLICABLE) Lease contract N62467-87-RP-00006, dated December 15, 1986, for the Government's use of approximately 15.0 +/- acres of land located near Fair Park Blvd., Harlingen, Texas.								
7. NAME, POSITION AND TITLE NORMA YARBROUGH Real Estate Contracting Officer Naval Facilities Engineering Systems Command Southeast		SIGNATURE YARBROUGH.NOR Digitally signed by YARBROUGH NORMA.1385882048 Date: 2023.11.27 12:36:19 -05'00' MA.1385882048 BY DIRECTION OF THE COMMANDER, NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND ACTING UNDER THE DIRECTION OF THE SECRETARY OF THE NAVY	DATE 11/27/2023					
8. NAVY ACCOUNTING DATA								
PAYMENT TO BE MADE BY (Activity and address) No funds required. Annual Rent of \$1.00 receipt hereby acknowledged.			Amount \$0.00					
DOCUMENT NO.	APPROPRIATION SYMBOL & SUBHEAD	OBJECT CLASS	BUREAU CONTROL OR UIC	AUTH ACCTG ACTIVITY	TYPE	PROPERTY ACCTG ACTY	COST CODE	AMOUNT



DEPARTMENT OF THE NAVY
Naval Facilities Engineering Systems Command Southeast
Jacksonville, FL 32212-0030

11011
Ser RE31/01002
November 27, 2023

Mr. Gabriel Gonzalez
City Manager
City of Harlingen, Texas
118 East Tyler Avenue
Harlingen, TX 78550

Dear Mr. Gonzalez,

SUBJECT: RENEWAL OF GOVERNMENT LEASE N62467-87-RP-00006

Enclosed is the Notice of Renewal of Government Lease for use of approximately 15.0 acres of land located near Fair Park Blvd., Harlingen, Texas, currently used by the Navy Operational Support Center (NOSC) for the term beginning January 1, 2024 and ending December 31, 2024.

Should you have any questions, the point of contact for this action is Ms. Sherlena Washington, Realty Specialist, who may be reached at (904) 233-1910 or via e-mail at sherlena.t.washington.civ@us.navy.mil.

Sincerely,

YARBROUGH.NOR
MA.1385882048

Digitally signed by
YARBROUGH.NORMA 1385882048
Date: 2023.11.27 11:51:12 -0500

NORMA YARBROUGH
Real Estate Contracting Officer

Enclosure: Notice of Renewal of Government Lease

Copy to: NAS Corpus Christi, TX

No Funds Required

From: [Washington, Sherlena T CIV USN NAVFAC SE JAX FL \(USA\)](#)
To: [Javier Mendez](#)
Subject: Re: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas
Date: Thursday, November 16, 2023 3:05:27 PM
Attachments: [image001.png](#)

Good afternoon,

No apologies necessary you're not bothering me. So, my apologies if I confused you in the previous email, but we are referencing the lease period of January 1, 2024 to December 31, 2024.

Thank you in advance.

Warm Regards,
Sherlena Washington Realty Specialist
Naval Facilities Engineering Systems Command Southeast
Box 30, Bldg. 111, RE31 | Jacksonville, Florida 32212-0030
Cell: 904.233.1910
Email: sherlena.t.washington.civ@us.navy.mil

From: Javier Mendez <jmendez@harlingentx.gov>
Sent: Thursday, November 16, 2023 3:46 PM
To: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)
<sherlena.t.washington.civ@us.navy.mil>
Subject: [Non-DoD Source] RE: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

Sorry to bother you again, but I noticed that the notice is for 2023. Are we making this retroactive or should it be for calendar year 2024?

From: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)
<sherlena.t.washington.civ@us.navy.mil>
Sent: Thursday, November 16, 2023 11:13 AM
To: Javier Mendez <jmendez@harlingentx.gov>
Subject: Re: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

v/r,
Sherlena

From: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)

<sherlena.t.washington.civ@us.navy.mil>

Sent: Thursday, November 16, 2023 12:09 PM

To: Javier Mendez <jmendez@harlingentx.gov>

Subject: Re: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

Good Morning:

Yes sir, the same as the term period for 2023. I have attached 2023 support documentation for reference.

Just for my records/documentation is the current City Manager still Mr. Gabriel Gonzalez?

Warm Regards,
Sherlena

From: Javier Mendez <jmendez@harlingentx.gov>

Sent: Thursday, November 16, 2023 11:59 AM

To: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)

<sherlena.t.washington.civ@us.navy.mil>

Subject: [Non-DoD Source] RE: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

Good Morning Sherlena,

I noticed that we received a Notice of Renewal of Government Lease. Will you all be sending out a new notice?

From: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)

<sherlena.t.washington.civ@us.navy.mil>

Sent: Wednesday, November 15, 2023 1:18 PM

To: Javier Mendez <jmendez@harlingentx.gov>

Subject: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

Good Afternoon Mr. Mendez:

I hope all is well. I am writing for the new renewal period pertaining to lease contract N62467-87-RP-00006; Navy Operational Support Center, Harlingen, 1300 Teege Avenue, Harlingen Texas 78550.

I have attached the letter from last year as an example.

Please let me know if you have any questions/concerns.

Thank you in advance.

Warm Regards,

Sherlena Washington Realty Specialist
Naval Facilities Engineering Systems Command Southeast
Box 30, Bldg. 111, RE31 | Jacksonville, Florida 32212-0030
Cell: ☎ 904.233.1910
Email: sherlena.t.washington.civ@us.navy.mil

From: Washington, Sherlena T CIV USN NAVFAC SE JAX FL (USA)
Sent: Tuesday, November 29, 2022 1:15 PM
To: jmendez@myharlingen.us <jmendez@myharlingen.us>
Subject: Renewal of Lease Document N62467-87-RP-00006 for use of 15.0 Acres of Lan Located in Harlingen Texas

Good afternoon,

I hope all is well. My name is Sherlena Washington. I am the new project manager for Corpus Christi. I am emailing to start the renewal process for the lease contract N62467-87-RP-00006. I have attached the reference documents for the notice of renewal for the government lease.

I have also attached as reference the letter sent on last year.

Please let me know if you have any questions/concerns.

Thank you in advance.

Very Respectfully,
NAVFAC Southeast
Realty Specialist, RE3A
PO BOX 30A, BLDG 135
Jacksonville, FL 32212
Office: (904) 542-6118
Cell: (904) 233-1910
Sherlena.t.washington.civ@us.navy.mil



Item # 14

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **December 6, 2023**

Agenda Item:

Consideration and possible action to approve an amendment in the amount of \$23,441, FY 2023-2024 Budget to improve a sidewalk on Dixieland Rd. across Harlingen South. Attachment (*Public Works*)

Prepared By: Christopher D. Torres, Director

Brief Summary:

The Streets Department has conducted a cost analysis to perform the sidewalk improvement on Dixieland across from Harlingen South. Due to no sidewalk on the west side of this intersection for children to walk on, this project will be done in house.

We received two quotes from contractors (\$74,560.0 & \$74,250.00 respectively). For doing this work in-house, the city will have a savings of \$50,964.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

*If no, specify source of funding and amount requested:

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

City Manager approval:

6/7

Comments:

City Attorney's approval:

[Signature]



Tips Contract: 210205 Trades, Labor, and Materials (JOC)

PROPOSAL

#2128

DBA: C&A Builders
420 Jay St San Benito TX, 78586
Email: anguianocab7@aol.com
Cesar Anguiano Jr., General Manager • 956-328-9103

Daniel Diaz
Street Superintendent
City of Harlingen
404 South 54th Street, Harlingen, TX 78550

Dixieland & Garret-Sidewalk

Scope of Work: As per the inspection of the job site conducted by C&A Builders, we here by propose the completion of the job listed above. The following is our work description:

Work to be completed:

Sidewalk-Approx. 1500'x6':

- Excavate approximately 7"-8" of depth from finish grade of sidewalk to be installed.
- Sub-base to be scarified and compacted to 95% density.
- Min. 2" base material of river sand compacted to a 95% density.
- Sidewalk will have a slope for proper runoff of water while still remaining ADA compliance.
- 6' wide x 4" thick by 1500 LF long sidewalk with 3000 PSI concrete with #6- 6"x6" WWF.
- Install dowels into existing curb and gutter with #4 rebar at 24" O.C. for the full length of sidewalk.
- Bitumen board expansion between sidewalk and existing curb with self-leveling expansion joint filler.
- Concrete to take chemical curing compound.
- Control joints to be at 5' O.C.
- A total of 5 handicap curb ramps will be formed and poured as per ADA regulations.
- Sidewalk to be poured will comply with all ADA regulations.

All Labor and Materials:

Material and Equipment

\$44,550.00

Labor and Installation

\$29,700.00

We, C&A Builders propose the above scope of work to be completed by TBD for the amount of **\$74,250.00**

Submitted By: Cesar Anguiano Jr.

11/09/2023

Date



GNH Company LLC
 956.509.5726 Phone
jhernandez@gnhcompany.com

Date
11/10/2023

Quote
250

Name / Address
City Of Harlingen

Project Name
City Sidewalks

Name	Qty	Units	Rate	Price Each
Traffic Control	1	LS	\$ 1,800.00	\$ 1,800.00
Excavation 6" Dirt and Haul Off	250	CY	\$ 8.00	\$ 2,000.00
Sand Cushion 2"	80	CY	\$ 22.00	\$ 1,760.00
Concrete Sidewalks 1500x6	9,000	SF	\$ 7.00	\$ 63,000.00
Handicap Ramps	5	EA	\$ 1,200.00	\$ 6,000.00

Excluded Items

Total	\$ 74,560.00

Any Alteration or Deviation from above Specification Involving Extra Cost
 Will be Executed only upon Written orders, and will become an extra Charge.
 Over and Above the Estimate. All agreements Contingent upon strikes, Accidents
 or Delays beyond our Control.

Project		Materials				Labor				Equipment			
Daisland Sidewalk Project		Public Works Department 404 S 54th Street Harlingen, Texas 78550				Public Works Department 404 S 54th Street Harlingen, Texas 78550				Public Works Department 404 S 54th Street Harlingen, Texas 78550			
Item	Specification	Description	Units	Quantity	Unit Cost	Total Cost							
		Sidewalk											
		1,500'x6'	CY	110	\$130.00	\$14,300.00		Concrete Crew Staff	Hourly Rate x Hrs	Equipment	Hourly Rate x Hrs		
		Sand	TON	25	\$9.55	\$2,387.50		Concrete Finisher 1	\$18.00 X 160hrs	Backhoe	\$37.00 X 160hrs		
		Concrete Cure	EA	2	\$79.00	\$158.00		Concrete Finisher 2	\$18.00 X 160hrs	Pick Up P250	\$26.00 X 160hrs		
		Rebar	EA	75	\$7.99	\$599.25		Concrete Finisher 3	\$18.00 X 160hrs	Concrete Trailer	\$11.25 X 160hrs		
		6 ADA Mats	EA	5	\$135.00	\$675.00		Crew Leader	\$19.00 X 160hrs	Dump Truck	\$42.50 X 160hrs		
		Wire Mesh #6	EA	75	\$70.95	\$5,321.25		Supervisor	\$20.00 x 160hrs				
						Total \$29,441.00				Total \$14,880.00		Total \$18,680.00	

Total Cost \$57,001

**AGENDA ITEM
EXECUTIVE SUMMARY**

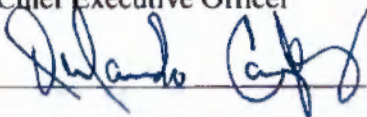
Meeting Date: **December 6, 2023**

Agenda Item:

Consider and Adopt HEDC's updated FY 2023-2024 Annual Work Plan.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:



Brief Summary:

On November 28, 2023 the HEDC board held a meeting and unanimously approved the updated FY 2023-2024 Annual Work Plan.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount ☒ Yes ☐ No*
for this purpose?

*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

HEDC CEO and Board Members recommend approval.

City Manager's approval:

☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A



FY 2023-2024 Annual Work Plan

MISSION

The Mission of the Harlingen Economic Development Corporation is to improve the quality of life of the citizens of Harlingen through the creation of wealth, jobs, and investment.

GUIDING PRINCIPLES

The purpose of the Corporation is to make a difference by serving as a catalyst for economic growth and vitality in our community to enhance the long-term quality of life for our residents.

- Programs and activities led by the Corporation will be governed by Chapters 501, 502, and 504 of the Texas Local Government Code and by the adopted by-laws established of the Corporation.
- The focus of the Corporation will be to recruit, retain and attract quality companies that create primary jobs.
 - Primary employers sell their goods or services outside the community resulting in new money circulating in the local economy. This new money has a multiplier effect within the community supporting ancillary services in the community that create additional jobs, tax revenue, and economic activity.
 - Harlingen has targeted industries that make sense for the community to attract, grow, and expand to drive sustainable growth.
 - Targeted industries (i.e. manufacturing, logistics and distribution, health and biotech, aerospace) typically pay higher wages.
 - Investment in this sector is typically higher, resulting in greater tax value with fewer burdens on local government services.
 - Potential new firms and existing businesses that consider expansion will be treated equally to further the community's economic development efforts.
 - Local firms create the most jobs and are the best salespeople for the community.
 - Priority will be given to businesses in our targeted industries, and other business enterprises with fifty or more employees on their local payroll that provide sustainable wages.
- A secondary focus of the Corporation will be the promotion of existing and proposed transportation infrastructure that benefits Harlingen.
- Community development activities will be driven by other organizations and groups better apt for the task, but the Corporation may serve as a convener for various organizations, groups, and institutions for this purpose.
- The Corporation will develop new and strengthen existing relationships with strategic stakeholders that will help with the community's economic development efforts.
- The Corporation will provide support to small businesses and startups to help fill a void and to connect them to local resources to retain jobs, to create new jobs, and to bring new investment to the community.
- The Corporation will lead efforts to develop and build a startup hub to launch and grow new business entities in the community that may create primary jobs of the future.

GOAL 1: DEVELOP AN AGGRESSIVE BUSINESS ATTRACTION AND RETENTION STRATEGY

Strategy	Tactic/Key Performance Indicator (KPI)
1a. Business Recruitment (Domestic Industrial). - Conduct Target Industry Analysis Q1 2024. - Promote and identify opportunities for spec building construction. - Participate in growth industry tradeshows. - Host corporate prospects in Harlingen. - Align corporate recruitment efforts with targeted industries. - Conduct corporate prospect visits at their HQ locations. - Respond to applicable state and economic development ally RFPs. - Continue to develop relationships with economic development allies.	- Complete TIA by Q2-2024. - Complete Spec Building III platting by Q2-2024 and provide support to developer. - Participate in Westec Show in November. - Participate in Fabtech in September. - Respond to RFPs as needed and track progress (ongoing) - Visit Governor's Office for Economic Development by Oct. 2023. - Visit prospect HQs as needed (ongoing).
1b. Foreign Direct Investment. - Explore opportunities to increase Mexican investment. - Work with US and Mexican Government officials to promote international trade. - Meet with at least four foreign trade organizations and foreign Chambers of Commerce. - Participate in economic development trade missions with allies. - Leverage participation in Select USA to market Harlingen to foreign investors.	- Connect with Texas-Mexico rep in October. - Host Mexican Consul in Harlingen in November - Harlingen delegation visits Matamoros: 2Q-2024. - Execute working MOU with Index Matamoros, CODEM, and City of Matamoros, 2Q-2024. - Consular trip to Houston in Q4. - Develop marketing strategy in Mexico by 2Q-2024. - Participate in tradeshows in Mexico organized by economic

	development allies to promote Harlingen. • Participate in Select USA event promoting Harlingen in June 2024.
1c. Retail/Commercial. • Identify and foster relationships with key developers to increase retail and commercial development. • Leverage retail association memberships and participate in tradeshow promoting Harlingen to retail prospects. • Identify sites within Harlingen ripe for retail/commercial development. • Use third-party service providers to develop data-driven recruitment strategies for retailers	• Participate in Retail Live event in October to promote Harlingen. • Participate in ICSC Red River event in January to promote Harlingen. • Respond to retail RFPs as needed (ongoing). • Ongoing follow-up with retail-focused real estate brokers. • Leverage Placer.AI platform to develop data-driven prospect proposals.
2. Business Retention & Expansion (BRE) • Establish a formal BRE Program. • Meet with local businesses weekly. • Ensure local company meeting reports are updated in CRM software. • Conduct annual BRE Surveys to target industries. • Support existing small businesses. ○ Revitalize Harlingen Program ○ People Fund ○ Equipment matching grant ○ UTRGV programming ○ Other board-approved programs • Work with city departments to promote a streamlined permitting process. • Work with local stakeholders to promote a business-friendly environment. • Update and maintain a database of industrial and targeted industry businesses in Harlingen.	• Launch Manufacturing Month activities in October. • Develop formal BREP Program no later than 2Q-2024. • Develop strategy for prioritizing local company visits no later than 2Q-2024. • Visit minimum four local companies weekly. • Conduct annual local industry survey by 3Q-2024. • Conduct quarterly local industry round-tables. • Launch Kauffman Foundation FastTrac program in Jan. 024.

	• Conduct annual familiarization seminar with People Fund and local businesses. • Launch Revitalize Harlingen Program in Dec. 2023. • Launch Small Business Equipment match grant program by Mar. 2024. • Connect businesses with local resources (ongoing). • Ongoing updates to CRM system. • Leverage support of UTRGV Program Specialist with local BREP efforts (ongoing).
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Strategies:

GOAL 2: FOSTER A HIGHLY SKILLED LOCAL WORKFORCE

<u>Strategy</u>	<u>Tactic/Key Performance Indicator (KPI)</u>
1. Continue to work with Workforce Solutions Cameron County to identify pools of ready-to-work people and connect them with Harlingen Businesses to fill job openings.	• Conduct workforce manufacturing tour in October. • Meet with WS Cameron quarterly. • Connect local businesses with WS Cameron as needed.
2. Continue to work with Harlingen CISD, TSTC, and other institutions of higher education and workforce training organizations to enhance the local workforce to build a talent pipeline.	• Invite workforce training partners to quarterly industry round-tables. • Invite workforce training partners to meet with prospects as needed. • Promote available training programs available in BREP visits.

	Promote collaboration between HCISD, TSTC and other institutions.
3. Promote and support Internship and Apprenticeship Programs led by local industry partners whenever possible.	- Identify potential program needs as part of BREP visits. - Coordinate meetings with local businesses and HCISD and TSTC.
4. Identify new workforce training programs based on target industry analysis.	- Evaluate needs in 3Q-2024. - Coordinate efforts with HCISD and TSTC on future training needs.

GOAL 3: CREATE AN ENTREPRENEURSHIP/INNOVATION HUB

Strategy	Tactic/Key Performance Indicator (KPI)
1. Finalize entrepreneurship/innovation hub study and market analysis.	Complete by Q3 2024
2. Establish entrepreneurship/innovation hub ad-hoc committee.	Select by Q3 2024
3. Explore potential site locations for site development.	Begin search by Q4 2024

GOAL 4: SUPPORT INFRASTRUCTURE FOR LOCAL INDUSTRY (UTILITIES, TRANSPORTATION, RAIL, AIRPORT, PORT OF HARLINGEN, ETC.)

Strategy	Tactic/Key Performance Indicator (KPI)
1. Identify and prioritize transportation routes necessary for industrial development.	- Begin infrastructure work at Park at Roosevelt by 3Q-2024. - Evaluate route enhancement needs to HEDC industrial parks by 4Q-2024.

	• Develop priority list by 4Q-2024. • Promote priorities in legislative agendas.
2. Support efforts to improve the Port of Harlingen's capacity.	• Meet with Port director quarterly. • Support Port efforts as needed.
3. Work with VIA to support air service development.	• Meet with airport Director quarterly. • Support airport efforts as needed. • Develop risk mitigation strategy as needed.
4. Support intermodal transportation hub development and more efficient rail service in Harlingen and at the Port of Harlingen.	• Promote and support port hub efforts as needed.
5. Advocate and work with local, state, and federal Mexican officials to improve services on the Mexican side of the border to optimize commercial traffic into Mexico.	• Meet with Mexican Consul to explain needs by Oct. 2023. • Meet with Mexican industrial park developers to lobby for greater use of bridge (ongoing). • Meet with State of Tamaulipas ED representatives by April 2024.
6. Work with Cameron County and Mexican officials to promote and increase traffic at the Free Trade International Bridge at Los Indios.	• Meet with Cameron County bridge director by Jan. 2024. • Incorporate Los Indios Bridge benefits in all new marketing collateral. • Develop and launch Los Indios Bridge Mexican marketing campaign by Feb. 2024.
7. Support and advocate the Outer Parkway to the 2 nd Causeway to South Padre Island.	• Participate in and promote TxDOT public hearings on project.

8. Work with utility service providers to enhance infrastructure for industrial development.	• Prioritize efforts in legislative agendas. • Evaluate needs by 3Q-2024. • Meet with utility providers to promote needs by 3Q-2024. • Invite utility providers to meet with prospects as needed.
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GOAL 5: DEVELOP AND EXECUTE A UNIFIED MARKETING PROGRAM TO ELEVATE HARLINGEN LOCALLY, NATIONALLY, AND INTERNATIONALLY

<u>Strategy</u>	<u>Tactic/Key Performance Indicator (KPI)</u>
1. Hire a professional marketing agency to assist in the development of unified brand and messaging for domestic and international markets.	• Market RFP in Nov. 2023. • Interview proposal finalists in Dec. 2023. • Select agency by Jan. 2024.
2. Utilize target industry analysis to enhance strategic marketing efforts.	• Develop new collateral material for targeted industries by Feb. 2024 • Identify areas in US with high concentration of targeted industries by Mar. 2024. • Develop marketing strategy for targeted industries by Mar. 2024.
3. Refine marketing placement strategy.	• Evaluate and refine local BREP marketing placement strategy by Oct. 2023. • Develop placement strategy for targeted industries by Mar. 2024.
4. Establish a collaborative marketing committee with city stakeholders to develop a cohesive message that all stakeholders/partners can promote.	• Establish committee by Mar. 2024.

	• Share newly designed campaign with key partners by Mar. 2024.
5. Develop marketing collateral for tradeshow, recruitment, and retention efforts.	• Update step and repeat with new marketing campaign messaging by Mar. 2024. • Develop new collateral material hand-outs by Apr. 2024.
6. Incorporate quality of life aspects in our marketing collateral.	• Incorporate messaging in new marketing campaign by Mar. 2024.
7. Leverage social media to increase followers, website visitors, and promote community engagement.	• Incorporate online/social media strategy with new marketing campaign by Mar. 2024.
8. Launch quarterly e-newsletter.	• Launch newsletter in Jan. 2024.
9. Leverage media outlets to tell our story.	• Promote press releases to local media outlets (ongoing).

GOAL 6: ELEVATE ORGANIZATIONAL STRUCTURE TO BE A MODEL FOR ECONOMIC DEVELOPMENT

<u>Strategy</u>	<u>Tactic/Key Performance Indicator (KPI)</u>
1. Ensure HEDC staff and board is compliant with required Sales Tax and other training.	• Meet all requirements by Mar. 2024.
2. Be strategic on purchasing professional memberships.	• Ongoing.
3. Evaluate and determine the need for tools such as CRM, BRE, COSTAR, etc. that help us do our job.	• Ongoing.
4. Update staff annual performance review form.	• Complete by May 2024.
5. Develop a corporate and business retention incentive policy.	• Complete by Apr. 2024.
6. Establish an onboarding process for new staff and board members.	• Complete by May 2024.

7. Encourage staff to participate in formal training programs to expand their educational capacity in economic development.	• Ongoing.
8. Establish annual meetings with major partners (i.e.: HCISD, 4A, 4B, Airport Board, HWWS, Planning and Development, Port of Harlingen, and Harlingen City Commission) to promote community collaboration	• Host in June.
9. Diversify economic development funding by researching grant opportunities from the federal, state, and private sectors.	• Ongoing.

DEFINITION PAGE

BREP: Business Retention and Expansion Program.

CDI: Community Development Institute

CODEM: Matamoros Economic Development Committee.

COSTAR: Commercial real estate online information search platform.

CRM: Customer relationship management.

Fabtech: Fabrication Technology is North America's largest metal forming, fabricating, welding and finishing trade show.

HCISD: Harlingen Consolidated Independent School District.

HQ: Headquarter

HWWS: Harlingen Water Works System

IAMC: Industrial Asset Management Council.

ICSC Red River: International Council of Shopping Centers regional tradeshow hosted in Dallas to promote deal-making amongst retailers, brokers, developers, and communities.

IEDC: International Economic Development Council.

INBIA: International Business Innovation Association. Global network of entrepreneurial ecosystem builders.

Index Matamoros: Matamoros maquiladora association.

Kauffman Foundation FastTrac: Seven week intense training program for entrepreneurs and small businesses to equip them with business skills and insights, tools, resources, and peer networks necessary to start and grow successful businesses.

MOU: Memorandum of Understanding.

MRO: Maintenance, repair and overhaul aircraft repair operation.

OUEDI: University of Oklahoma Economic Development Institute

People Fund: Lending company providing entrepreneurs and small businesses access capital and business-focused educational assistance.

Placer.ai: Market intelligence software platform providing up to date data gathered through cell phone users.

Retail Live: National commercial real estate networking event that brings retailers together with the industry's leading landlords, brokers, developers and communities

RFP: Request for Proposal.

Select USA: Federal program housed within the US Department of Commerce charged to promote and facilitate foreign business investment into the United States.

TEDC: Texas Economic Development Council.

TSTC: Texas State Technical College

UTRGV: University of Texas Rio Grande Valley

VIA: Valley International Airport.

Westec: Tradeshow held in California bringing together manufacturing decision-makers from diverse industries with leading suppliers of advanced manufacturing technology, equipment, and tooling.

WS Cameron: Workforce Solutions Cameron.

2023-2024 CALENDAR OF EVENTS

<u>OCTOBER</u> • TEDC Annual Conference • Manufacturing Week • Workforce Roundtable	<u>NOVEMBER</u> • Westec Tradeshow	<u>DECEMBER</u> • Top 20 Employers • HEDC Holiday Event
<u>JANUARY</u> • Red River ICSC • Get Down to Business Seminar	<u>FEBRUARY</u> • TEDC Winter Conference • SpaceCom Tradeshow • IAMC Local • RGV Day at the Capitol • Workforce Roundtable • <u>IEDC Leadership Conference</u>	<u>MARCH</u> • CDI • OUEDI • MRO Americas Tradeshow
<u>APRIL</u> • INBIA Conference • TEDC Women's Conference • IAMC Professional Forum	<u>MAY</u> • Economic Development Week • ICSC Recon • IAMC International: Monterrey, MX	<u>JUNE</u> • Select USA • Workforce Roundtable • IEDC Future Forum • TEDC Mid-year Conference
<u>JULY</u>	<u>AUGUST</u> • Retail Live • IAMC International: Mexico City	<u>SEPTEMBER</u> • IEDC Annual Conference • FabTech Tradeshow

AUTHORIZED PERSONNEL

	FY 23-24	
Chief Executive Officer	1	
Chief Operating Officer	1	
Business Recruitment & Retention Manager	1	
Economic Development Coordinator	1	
Marketing Coordinator	1	
Office Manager	1	
Salaries		\$480,196
Car Allowance		\$25,800
Fringe Benefits		\$133,503
Total	6	\$639,499

