

**CITY COMMISSION
AGENDA
REGULAR MEETING
NOVEMBER 1, 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, NOVEMBER 1, 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, 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 - Commissioner Ford Kinsley

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**)

1) Presentations:

- a) Mayor's Business of the Month Award - Rio Valley Meat Butcher Shop
- b) Proclaiming October 31st to November 3rd, 2023 as "National Veterans Small Business Week"
- c) Proclaiming the Month of November, 2023 as "Diabetes Awareness Month"
- d) Presentation by Visit Harlingen

Citizen Communication/Input

2) Approval of Minutes

- a) Regular Meeting of September 20, 2023

3) Consent Agenda

- a) Consideration and possible action to adopt an ordinance on second and final 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. Attachment (**Planning & Development**)
- b) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article 1, Section 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles; Coverings Required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage receptacle enclosures. Applicant: City of Harlingen. Attachment (**Planning & Development**)
- c) Consideration and possible action to approve an agreement between the Harlingen Economic Development Corporation and Project Spur regarding a Chapter three Eighty (380) Agreement. (**HEDC**)
- d) Consideration and possible action to approve an ordinance on second and final reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A", establishing new float entry rates for the Annual Christmas Parade. Attachment (**DID**)
- e) Consideration and possible action to approve a request from the Harlingen Convention and Visitor Bureau to close the following streets for the 2023 RioFest 5K Run Event, on Friday, November 10, 2023 from 7:00 p.m. to 9:00 p.m. Attachment (**Police**).

Fair Park Blvd./ North "O" Street (northside of Intersection)

Fair Park Blvd./ West Adams Street (westside of Intersection)

Expressway 77 Northbound Frontage Road /Teege Avenue (eastside of Intersection)

- f) Consideration and possible action to approve an ordinance on second and final reading amending the Code of Ordinances, Article II, Division 2, Section 6-56 to provide for

appointments and composition of Animal Shelter Advisory Board. Attachment (**City Attorney**)

- g) Consideration and possible action to approve a request from Sylvia Gamboa, Director of Guidance and Counseling for the Harlingen Consolidated Independent School District to close Fair Park Blvd. between "J" and "L" Streets in front of the Casa de Amistad for their Middle School Expo at Casa de Amistad, Thursday, December 7, 2023, from 9:00 a.m. to 2:00 p.m. Attachment (**Police**).
- h) Consideration and possible action to approve the installation of speed humps in the following location: (**This item was requested by Commissioner Frank Morales and Mayor Pro-Tem Perez**)

1. 500 Block of W. Polk Street and Palm Valley Dr. between Beckham and Altas Palmas.

NEW BUSINESS

- 4) Public hearing and possible action to adopt an ordinance on first reading 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. Attachment (**Planning & Development**)
 - a) Public Hearing
 - b) Consideration and possible action to approve an ordinance on first reading 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.
- 5) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, adding Section 109-193, Park Land dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; providing for park zones, providing for payments in lieu of land dedication under certain circumstances; providing for refunds under certain circumstances. Applicant: City of Harlingen. Attachment (**Planning & Development**)
- 6) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports. Applicant: City of Harlingen. Attachment (**Planning & Development**)
- 7) Discussion on possible amendments to the sign ordinance to allow more than one feather flag sign per business at one time. Applicant: City of Harlingen. (**Planning & Development**)
- 8) Presentation by Daniel Hausbeck from Valley Risk Consulting, Inc., regarding the award of the Windstorm Insurance to Insurance Carriers. (Power Point) (**Risk Management**)
- 9) Consideration and possible action to accept or reject the bid from South Texas Pools and award the contract for the Lon C. Hill Destination Park, Phase II Construction, Bid No. 2024-01, and authorize the City Manager to execute the contract. Attachment (**Parks & Recreation**)
- 10) Consideration and possible action to authorize the City Manager to approve a lease agreement with Yamaha Carts and Vantage Tag Systems for golf carts and a utility range cart to be used at Tony Butler Golf Course beginning FY 2023-2024. Attachment (**Golf**)
- 11) Presentation by Michael Kester, Chief of Police on the audio video equipment and software that allows

for cloud storage and possible action to authorize the City Manager to enter into a contract to upgrade and replace the Police Department's equipment. Attachment **(Police)**.

- 12) Consideration and possible action to award a contract on behalf of the homeowners for the demolition and reconstruction of a home located at 408 W. Cora to be overseen by the Community Development Department's Housing Rehabilitation/Reconstruction Program funded by the U.S. Department of Housing and Urban Development, CDBG Program. Attachment **(Community Development)**.
- 13) Consideration and possible action to select the highest-ranking Bank Depository pursuant to RFP No. 2023-18 Depository Banking Services. Attachment **(Finance)**
- 14) Consideration and possible action to approve FY 2023-2024 Annual Work Plan for the Harlingen Economic Development Corporation. Attachment **(HEDC)**
- 15) Consideration and possible action to approve FY 2023-2024 Revitalize Harlingen round two guidelines and program. Attachment **(HEDC)**
- 16) Consideration and possible action to approve and authorize the City Manager to execute the agreements for Incumbency Certificate, Addendum to Master Open-End Vehicle Lease, and Master Open-End Vehicle Lease with Commercial Leasing Vehicle, LLC. d/b/a D&M Leasing. Attachment **(Police)**
- 17) Consideration and possible action to close the following streets on Sunday, December 3, 2023 from 8:30 a.m. to 12 Noon to hold the South Texas International Marathon. **(City Manager)**

East Old Hwy 83 from Bass Blvd. to Lewis Lane; then North on Lewis Lane to Frontage Road - (1-2); take Frontage Road East to Spur 54; go east on Spur 54 take a right on Bass Pro Drive; take a left on West Jefferson Valley Fair; then North on Harlingen Heights Drive to Finish Line.

- 18) 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
Audit Committee (Terms expire in June)
Civil Service Commission
Community Development Advisory Board (2)
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 (1)
Library Advisory Board
Mayor Wellness Council
Museum Advisory Board (1)
Parks Advisory Board
Planning & Zoning Advisory Board (1)
Senior Citizens Advisory Board (2)
Small Business Committee

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

19) **Executive/ Closed Session:**

- a) Consultation with Legal Counsel pursuant to Tx. Government Code Sub-Section 551.071 (2) to receive privileged attorney client communication regarding the Humane Society. **(City Attorney)**
- b) Consultation with Legal Counsel pursuant to Tx. Government Code Sub -Section 551.071 (2) regarding MOU with VIA. **(Legal)**
- c) Consultation with Legal Counsel pursuant to Tx. Government Code Sub-Section 551.71 (2) regarding potential Litigation. **(City Manager)**
- d) 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 Roosevelt. **(HEDC)**

20) Consideration and possible action on Item # 19(a) as discussed in Executive Session. **(Legal).**

21) Consideration and possible action on Item # 19(b) as discussed in Executive Session. **(City Manager)**

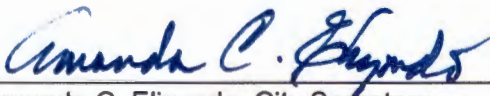
22) Consideration and Possible action on Item # 19(c) as discussed in Executive Session. **(City Manager)**

23) Consideration and possible action on Item # 19(d) as discussed in Executive Session. **(HEDC)**

24) 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 FRIDAY, OCTOBER 27, 2023 at or before 5:30 a.m./p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 27th day of OCTOBER, 2023


Amanda C. Elizondo, City Secretary

REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held September 20, 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
Michael Mezmar, Commissioner District 3
Frank Morales, Commissioner District 4

ABSENT

Daniel N. Lopez, Commissioner District 2

City Staff

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

Invocation:

Pledge of Allegiance

Mayor Sepulveda recited the Pledge of Allegiance and welcomed those participating in the meeting.

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?"

Mark Sossi, City Attorney, read the Conflict-of-Interest Statement and asked if any member of the City Commission had a qualifying interest in an agenda item.

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – Abstained: Item 2 (q)
Commissioner Ford Kinsley – Abstained: Item 2 (i)
Commissioner Michael Mezmar - None
Commissioner Frank Morales – None

Citizen Communication/Input

- Dawn Rae Leonard – 4309 N. Minnesota, Harlingen, TX – RGVHS
- Misael Lerma – 2213 E. Bowie, Harlingen, TX – Humane Society

- Rudy Coronado – 2002 Whitetail Dr., Harlingen, TX – City Shelter
- Clarissa Campos – 2909 Pine Valley Dr., Harlingen, TX – RGV Humane Society
- Robert Leftwich – 909 E. Parkwood, Harlingen, TX – Agenda
- Veronica Howell – 1912 E. Tyler, Harlingen, TX – Humane Society
- Nelly Reed – 1002 E. Lori Lane, Harlingen, TX – Animal Shelter Conditions
- Dendea Balli – 2009 E. 29th St., Harlingen, TX – RGVHS
- Desi Martinez – 1806 Haverford Blvd., Harlingen, TX- Item 8

Presentation of Proclamations:

a) Proclaiming the Month of October 2023 as "Fire Prevention Month"

Juan Saucedo, Fire Marshall, stated that this year's campaign for the National Fire Protection Association (NFPA) is "Cooking Safety Starts with YOU. We contacted the school campuses to inform them when the fire trucks could stop by to review their safety programs. Any unattended cooking appliance could become a fire hazard and will tell the kids and adults how to prepare a safety plan in case of a fire.

b) Mayor's Business of the Month Award - "Hook, Line and Sinker"

Joe Martinez stated he is honored by this recognition. For approximately 15 years, he has operated the tackle shop in the Mercado Plaza on North 77 Sunshine Strip. He was delighted that his business had been selected for this award. Our customers are the reason we have been so successful.

1) Approval of Minutes

a) Regular Meeting of November 2, 2022

b) Regular Meeting of September 6, 2023

The motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve the Regular Meeting Minutes of November 2, 2022, and September 6, 2023. Motion carried unanimously.

2) Consent Agenda

a) Consideration and possible action to approve an amendment to Contract No. HHS001019500021 between the City of Harlingen and the Department of State Health Services deleting and replacing Attachments (A, A-1, and A-2) Statements of Work.

b) Consideration and possible action to enter into a Interlocal Agreement with the Harlingen Police Department and Tropical Texas Behavioral Health from September 1, 2023, to August 31, 2024.

c) Consideration and possible action to approve a request from the Temple of the Lord Ministries to close the Intersection of the 3200 Block of North Business 77 Sunshine Strip to 2024 West La Paloma from 1:00 p.m. to 7:00 p.m., Sunday, November 5, 2023, to hold the Community Fall Festival.

d) Consideration and possible action to approve a request from the Harlingen Parks and Recreation Department to close portions of the following trails: Arroyo Colorado Hike and Bike Trail, Henry Roberts Loop, Arroyo Delta, Comal, and Olmos Trail, and a part of the Frank Boggus Memorial Trail for the "Showdown at the Arroyo," October 14th and 15th, 2023.

e) Consideration and possible action to approve a request from the Harlingen Housing Authority to place barricades/close North 24th Street between East Palm Street and Briar Avenue inside Le Mayne Gardens Housing Complex, Thursday, October 19, 2023, from 1:00 p.m. to 7:00 p.m. to hold the Community Fall Festival.

- 1 f) Consideration and possible action to approve an agreement with Harlingen Performing Arts Theatre
2 to use Hotel Motel Funds to promote the arts.
- 3 g) Consideration and possible action to approve an agreement with Loaves and Fishes to provide
4 meals for the homeless and needy through their kitchen and food pantry.
- 5 h) Consideration and possible action to approve an agreement with the Rio Grande Valley Birding
6 Festival to use Hotel Motel Funds to promote tourism through the annual birding festival.
- 7 i) Consideration and possible action to approve an agreement with the Marine Military Academy for
8 the use of Hotel Motel Funds for the promotion of tourism by maintaining the Iwo Jima Monument.
- 9 j) Consideration and possible action to approve a request from Kara Hoeflinger, Director of Music
10 Programs with the Harlingen Consolidated Independent School District, to change the date of Band
11 Night from October 4, 2023, to October 25, 2023, from 6:00 p.m. to 7:00 p.m. street closures will
12 remain the same as previously approved.
- 13 . 12th Street and East Monroe Avenue
 - 14 . 12th Street and East Van Buren Avenue
 - 15 . Any alleyways leading to North 13th Street between East Harrison Avenue and East Jefferson.
- 16
- 17 k) Consideration and possible action to approve a request from the Downtown Improvement District
18 to close the following streets for the Jackson Street Classic Car Show on Saturday, October 14,
19 2023, from 7:00 a.m. to 5:00 p.m.
- 20
 - 21 . Intersection of Commerce Street and Jackson Avenue;
 - 22 . North and Southside intersections of "A" Street and Jackson Avenue;
 - 23 . North and Southside intersections of First Street and Jackson Avenue;
 - 24 . North and Southside intersections of Second Street and Jackson Avenue;
 - 25 . North and Southside intersections of Third Street and Jackson Avenue; and,
 - 26 . Westside intersection of Fourth Street and Jackson Avenue.
- 27
- 28 l) Consideration and possible action to approve a request from the Downtown Improvement District
29 to close West Jackson Avenue from South "D" Street to South West Street and thru traffic from
30 South "C" Street from 4 p.m. to 10 p.m. for the 3rd Annual Trunk or Treat Event, Saturday, October
31 28, 2023.
- 32
- 33 m) Consideration and possible action to approve the installation of two (2) speed humps on "R" Street.
34 (This item was requested by Commissioner Daniel N. Lopez and Commissioner Frank Morales).
- 35
- 36 n) Consideration and possible action to approve a request from the Cameron County Election
37 Department to use the Cultural Art Center located at 576 "76" Drive, Harlingen, Texas, as an Early
38 Voting site for the Constitutional Amendment Election.
- 39
 - 40 . Monday, October 23 thru Friday, October 27, 2023, from 9:00 a.m. to 6:00 p.m.
 - 41 . Saturday, October 28, and Sunday, October 29, 2023, from 10:00 a.m. to 5:00 p.m.
 - 42 . Monday, October 30, thru Wednesday, November 1, 2023, from 9:00 a.m. to 6:00 p.m. and
 - 43 . Thursday, November 2 and Friday, November 3, 2023, from 8:00 a.m. to 8:00 p.m.
- 44
- 45 o) Consideration and possible action to approve a resolution authorizing the City Manager to submit
46 a grant application to the Strengthening Mobility and Revolutionizing Transportation (SMART)
47 Grants.
- 48
- 49 p) Consideration and possible action to provide a grant of \$30,000.00 to Loaves and Fishes to assist
50 with financial expenses incurred from assistance provided to immigrants in Harlingen.
- 51
- 52 q) Consideration and possible action to approve a request from Aaron Gracia, Harlingen High School
53 South Assistant Principal, to close the following streets on Wednesday, October 4, 2023, from 6:15
54 p.m. to 7:00 p.m. for their Annual Homecoming Parade and Bonfire.
- 55

- West Bothwell Street I Dixieland Road (westside and northside of intersection)
- Ailani Circle (both Westside intersections)
- Haverford Boulevard I Dixieland Road (eastside of intersection)
- West Adrian Street (westside and eastside of intersection)
- Topaz Drive I Dixieland Road (westside of intersection)
- Garrett Road I Dixieland Road (westside and northside of intersection)
- Harlingen South Baseball Complex I Dixieland Road (southside to stop northbound traffic)

Motion was made by Commissioner Kinsley and seconded by Commissioner Morales to approve the Consent Agenda Items (2 (b) through (p) except Items 2 (a, i, m, and q).

Commissioner Morales referred to Item 2 (a) and asked if the original statement would be deleted.

Shannon Harvill, Health Director, responded that the grant was related only to COVID-19, and the COVID-19 terminology was removed.

Motion was made by Commissioner Morales and seconded by Mayor Pro-Tem Perez to approve Item 2 (a), amendment to Contract No. HHS001019500021 between the City of Harlingen and the Department of State Health Services deleting and replacing Attachments (A, A-1, and A-2) Statements of Work. Motion carried unanimously.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve Item 2 (i), an agreement with the Marine Military Academy for the use of Hotel Motel Funds for the promotion of tourism by maintaining the Iwo Jima Monument. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Mezmar, and Morales: ABSTAINED: Commissioner Kinsley. Vote carried as follows: (3-1)

Mayor Pro-Tem Perez requested to add the following street as part of Item 2 (m): Sunchase Drive from South Palm Blvd. to Sunnyside Drive, Sun Country from Palm Blvd. to Suncrest Drive to the list of speed humps.

Commissioner Lopez clarified the specific location of the street humps on "R" Street from Lozano to Lafayette Ave., "R" Street from Lafayette Ave. to Austin Ave.

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to approve the installation of two (2) speed humps on "R" Street from Lozano to Lafayette Ave., "R" Street from Lafayette Ave. to Austin Ave. and the inclusion of additional street humps on Sunchase Drive, from South Palm Blvd. to Sunnyside Drive, Sun Country from Palm Blvd. to Suncrest Drive. Motion carried unanimously.

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to approve Item 2 (q), a request from Aaron Gracia, Harlingen High School South Assistant Principal, to close the following streets, Wednesday, October 4, 2023, from 6:15 p.m. to 7:00 p.m. for their Annual Homecoming Parade and Bonfire. Motion carried as follows: Commissioners: Kinsley, Mezmar, Morales. ABSTAINED: Mayor Pro-Tem Perez. Motion carried as follows: (Vote: 3-1)

- West Bothwell Street I Dixieland Road (westside and northside of intersection)
- Ailani Circle (both Westside intersections)
- Haverford Boulevard I Dixieland Road (eastside of intersection)
- West Adrian Street (westside and eastside of intersection)
- Topaz Drive I Dixieland Road (westside of intersection)
- Garrett Road I Dixieland Road (westside and northside of intersection)
- Harlingen South Baseball Complex / Dixieland Road (southside to stop northbound traffic)

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

Mark Sossi, City Attorney, read the caption of the ordinance.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to adopt the ordinance on first reading, amending Ordinance No. 18-28 establishing updated fines and fees charged by the City of Harlingen Public Library. Motion carried unanimously.

4) Consideration and possible action to adopt an ordinance on first reading amending Chapter 26, Article II, Lon C. Hill Library.

Dauna Campbell, Library Director, stated that the Library Board, at their August 28, 2023 meeting, voted to amend the City Code of Ordinances to include the following updates.

- Modernizing library terminology and job titles
- Updating the Library Board's responsibilities to reflect current duties as stated in the Library Advisory Board's Bylaws
- Updating the name of the library to reflect its current location and known name
- Removing overdue library fees
- Clarifying the process for late and lost material processing.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to adopt the ordinance on the first reading amending Chapter 26, Article II, Lon C. Hill Library. Motion carried unanimously.

5) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 2, Ordinance No. 2018-1, Master Fee Schedule, Exhibit "A," establishing new rental rates for vendors and food booths.

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 2, Ordinance No. 2018-1, Master Fee Schedule, Exhibit "A," establishing new rental rates for vendors and food booths. Motion carried as follows, FOR: Mayor Pro-Tem Perez, Commissioners: Kinsley and Mezmar: AGAINST: Commissioner Morales. (Vote: 3-1)

6) Public hearing to adopt an ordinance on first reading for a re-zoning 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.

Xavier Cervantes, Planning and Development Director, stated that this land was annexed into the city limits about two months ago. The applicant, Moore Land Surveying, LLC, c/o LS Contractors, LLC, requests to re-zone this property as a residential, multi-family District. It is not designated in the City's Comprehensive Plan because it was outside the city limits. When the plan was prepared, it was presented to the Planning and Zoning Commission for their consideration. There was no opposition, and the Planning Zoning Commission voted unanimously to approve the re-zoning of this property's residential, multi-family District.

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

a) Public Hearing.

- Desi Martinez stated it would be wise to have the developer ask their engineer to assess if it is in a FEMA-prone area for safe new developments.

b) Consideration and possible action to approve an ordinance on first reading for a re-zoning 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.

Mr. Sossi read the caption of the ordinance.

Motion was made by Commissioner Morales and seconded by Commissioner Mezmar to adopt the ordinance on first reading for a re-zoning 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. Motion carried unanimously.

- 7) Public hearing to consider adopting an ordinance on first 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, 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.

Mr. Cervantes stated that a month ago, we had a presentation for a solar farm next to the airport that will allow the company to apply for a special use permit when the time comes. If adopted and they apply, staff will notify the property owners to allow them to speak for or against this item. They can apply now or wait six months until they are ready with the site plan and approval of the drainage report. If they successfully get the SUP, the construction can start immediately or one year later.

Commissioner Mezmar stated that this project is pending FAA approval.

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

a) Public Hearing - None

- b) Consideration and possible action to approve an ordinance on first 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.

Mr. Sossi read the caption of the ordinance.

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to adopt the ordinance on first 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, by establishing a category for a solar farm in the use chart; providing for publication and ordaining other matters related to the foregoing. Motion carried unanimously.

- 8) Public hearing to consider adopting an ordinance on first 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.

Mr. Cervantes stated that the Economic Development of Harlingen Inc. (EDC) has a subdivision in this area they are working on. The Thoroughfare Plan negatively impacts the proposed subdivision. The EDC Officials, Luis Vargas, the City Engineer, met and agreed that this road is optional. It is a quarter-mile from Expressway 77, and staff recommends removing this roadway from the Thoroughfare Plan.

Commissioner Morales asked if the staff recommended going from Hancock Drive to Wilson Road. There could be an issue with traffic congestion due to future subdivisions developing in that area, and perhaps a traffic study is necessary.

Mr. Cervantes responded that the plan is to extend it to Wilson Road. A study could be done, but the EDC would have to pay for it, and the item can be tabled to do the analysis.

Mayor Sepulveda announced this was a public hearing and anyone who wished to speak for or against could do so.

a) Public Hearing

- Desi Martinez – Three communities will act like a small metro area. A feasibility study can be done, and the project does not need to be stopped. The easement could be used for an additional drainage ditch.

b) Consideration and possible action to approve an ordinance on first 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.

Mark Sossi, City Attorney, read the caption of the ordinance.

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to approve the ordinance on first 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. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Mezmar and Kinsley AGAINST: Commissioner Morales. Vote: (3-1)

9) Consideration and possible action to approve the preliminary construction plans and final plat with conditions for the proposed Liberty Subdivision, Lot 1 Replat bearing a legal description of 61.26 acres of land comprised of all of Lot 1, Block 1, Liberty Subdivision, located along the west side of FM 509, across from Millennium Drive. Applicant: Ferris, Flinn, & Medina LLC c/o Harlingen EDC.

Mr. Cervantes stated that this is another EDC subdivision located on FM 509, south of Grimes Road. The EDC proposes splitting the property into three lots to widen the ditch to comply with the drainage requirements.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve the preliminary construction plans and final plat with conditions for the proposed Liberty Subdivision, Lot 1 Replat, bearing a legal description of 61.26 acres of land comprised of all of Lot 1, Block 1, Liberty Subdivision, located along the west side of FM 509, across from Millennium Drive. Motion carried as follows: Mayor Pro-Tem Perez, Commissioners: Kinsley, Morales. Vote: (3-0).

For the record, Commissioner Mezmar stepped out of the meeting room when the motion and the vote were made.

10) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Logan's Ranch Subdivision, bearing a legal description of 21.43 acres of land out of Block 21 of the David and Stephenson Subdivision, located on the west side of Briggs Coleman Road and North of Loop 499. Applicant: Altex Engineering c/o Eric Garza.

Mr. Cervantes stated that staff recommends amending the Subdivision Ordinance to allow those in the ETJ not to have curbs and gutters. Altex Engineering c/o Eric Garza, the applicant, proposes to widen the ditch along the south and east sides to comply with the drainage requirements.

Motion was made by Commissioner Morales and seconded by Commissioner Kinsley to approve the preliminary construction plans and final plat with conditions of the proposed Logan's Ranch Subdivision, bearing a legal description of 21.43 acres of land out of Block 21 of the David and Stephenson Subdivision, located on the west side of Briggs Coleman Road and North of Loop 499. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Kinsley and Morales. Vote: (3-0)

For the record, Commissioner Mezmar stepped out of the meeting room when the motion and vote were made.

- 11) Consideration and possible action to approve an ordinance on first 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 approval of 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.

For the record, Commissioner Mezmar returned to the meeting.

Mr. Cervantes stated that the proposed ordinance is to abandon and vacate a 15-foot utility easement on the east side of Dilworth Road, approximately 1,130 ft. south of Business 83, and approve an alternative utility easement.

Motion was made by Commissioner Mezmar and seconded by Commissioner Kinsley to approve the ordinance on first 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 approval of 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. Motion carried unanimously.

- 12) Consideration and possible action to approve an ordinance on the second and final reading adopting the City of Harlingen's Annual Budget for Fiscal Year 2024 by record vote.

Robert Rodriguez, Finance Director, stated that the Texas Local Government Code Section 102.007 requires the City Commission to approve the ordinance on the second and final reading adopting the City of Harlingen Budget for Fiscal Year 2023-2024 by record vote.

Total Proposed Revenues - \$106,193,426 Total Proposed Expenditures - \$103,313,574

Revenues and expenditures for the Community Development Block Grant, Harlingen Downtown Improvement District, Harlingen Economic Development Corporation, Harlingen Community Improvement Board, Harlingen Waterworks System, and Valley International Airport budgets are excluded.

For the record, the caption of the ordinance read as follows:

ORDINANCE NO. 2023 – 38

AN ORDINANCE ADOPTING THE REVENUE AND EXPENDITURE BUDGET FOR THE CITY OF HARLINGEN, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPT. 30, 2024, PROVIDING FOR PUBLICATION OF THE CAPTION OF THIS ORDINANCE AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

PASSED AND APPROVED on first reading this 6th day of September 2023

PASSED AND APPROVED on this second and final reading on this 20th day of September 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

Mr. Rodriguez stated that this is the second and final reading of the ordinance; everything has stayed the same since the first reading. We are proposing \$106,193,426 in revenue and \$103,313,574 in expenditures.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to approve the ordinance on the second and final reading adopting the City of Harlingen's Annual Budget for Fiscal Year 2024 by record vote. FOR: Mayor Pro-Tem Perez, Commissioners: Kinsley, Mezmar, Morales. (Vote 4-0)

13) Consideration and possible action to approve a resolution ratifying the property tax rate reflected in the adopted budget for Fiscal Year 2024.

Mr. Rodriguez stated that in accordance with the Texas Local Government Code Section 102.007(c), which says that when a budget requires raising more property taxes than the previous year, a vote separate from adopting the budget or tax rate must be taken to ratify the property tax increase. In addition to and different from the vote to adopt the budget or tax rate, a vote must be taken to confirm the property tax increase. This item is for ratifying the tax rate staff recommends adopting the budget.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to approve the resolution ratifying the property tax rate reflected in the adopted budget for Fiscal Year 2024. Motion carried as follows, FOR: Mayor Pro-Tem Perez, Commissioners: Kinsley, Mezmar; AGAINST: Commissioner Morales. (Vote: 3-1).

14) Consideration and possible action to approve an ordinance on the second and final reading adopting the Tax Year 2023 Ad Valorem Tax rate of Maintenance and Operations (M&O) together with the Interest and Sinking (I&S) rate for the Fiscal Year 2024, by record vote.

Mr. Rodriguez stated that Chapter 26 of the Texas Government Tax Code requires a record vote for the City Commission to adopt the city's tax rate. The proposed maintenance and operations rate for Tax Year 2023 is \$0.464503 per \$100 valuation; combined with the interest and sinking rate of \$0.081016 per \$100 valuation, the total proposed tax rate is \$0.545519 per \$100 valuation. All legal requirements have been met for the adoption of the tax rate. The proposed tax rate is greater than the no-new-revenue tax rate. The City of Harlingen offers to keep property taxes the same for the 2023 Tax Year.

For the record, the caption of the ordinance read as follows:

ORDINANCE NO. 2023 - 37

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND TERMINATING SEPTEMBER 30, 2024; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN TAXES SHALL BECOME DELINQUENT IF NOT PAID, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

PASSED AND APPROVED on first reading this 6TH day of September 2023

PASSED AND APPROVED on this second and final reading on this 20th day of September 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

Motion was made by Commissioner Mezmar and seconded by Commissioner Kinsley to approve the ordinance on second and final reading by record vote adopting the Tax Year 2023 Ad Valorem Tax Rate of the Maintenance and Operations (M&O) of \$0.4645503% per \$100 for the Fiscal Year 2024. FOR: Mayor Sepulveda, Mayor Pro-Tem Perez; Commissioners: Kinsley, Mezmar; AGAINST: Morales (Vote: 4-1)

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to adopt the Interest and Sinking (I&S) Rate of \$0.08106016% per \$100 for the Fiscal Year 2024 by record vote. FOR: Mayor Sepulveda, Mayor Pro-Tem Perez, Commissioners: Kinsley, Mezmar and Morales; AGAINST: None; (Vote: 5-0)

Motion was made by Commissioner Mezmar and seconded by Commissioner Kinsley to approve the property tax rate to be increased by the adoption of \$0.545519% per \$100 – which is a \$5.0481% in the tax rate by record vote, FOR: Mayor Sepulveda, Mayor Pro-Tem Perez; Commissioners: Kinsley, Mezmar; AGAINST: Commissioner Morales. (Vote: 4-1)

15) Consideration and possible action to approve the Annual Investment Policy for the City of Harlingen.

Mr. Rodriguez stated that the Public Funds Investment Act requires that the city have an Investment Policy that must be reviewed annually. There are no changes to the policy. The Investment Policy comprises the following categories: Investment Strategy, Investment Objectives, Responsibility and Control, Reporting, Investment Portfolio, Selection of Banks Dealers, Safekeeping and Controls, and Investment Policy Adoption Requirements. All these requirements are addressed in the City Investment Policy.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Mezmar to approve the Annual Investment Policy for the City of Harlingen. Motion carried unanimously.

16) Consideration and possible action to approve a resolution adopting the Harlingen Downtown Improvement District Budget for Fiscal Year 2023-2024. Attachment (Finance) (This item was tabled at the Regular City Commission Meeting of September 6, 2023).

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to remove the item from the table. Motion carried unanimously.

Robert Rodriguez, Finance Director, recommended approval of the resolution adopting the Harlingen Improvement District Budget for Fiscal Year 2023-2024, effective October 1, 2023, through September 30, 2024, with total revenues of \$379,050, and expenditures of \$430,467. The following "Exhibit "A" displays total revenues, expenses, and estimated fund balance. The Downtown Improvement District Board approved this item on September 5, 2023.

Downtown Improvement District - Exhibit A
Departmental Budget Projections and Requests
Department Request
Fiscal Year 2024

Revenues		Expenditures	
Special Assessments	\$ 40,000	Personnel Services - Pay	\$ 163,337
Charges for Services	70,000	Personnel Services - Benefits	84,105
Interest- Investments	7,050	Supplies - General	3,450
Transfers In From Other Funds		Supplies- Miscellaneous	9,500
General Fund	230,000	Services and Charges- General	47,725
Hotel/Motel Fund	<u>32,000</u>	Services and Charges- Maintenance	1,950
		Services and Charges- Miscellaneous	<u>120,400</u>
Total Projected Revenues	379,050	Total Requested Expenditures	\$ 430,467
Revenues Over (Under) Expenditures	<u>\$ (51,417)</u>		

Commissioner Mezmar stated that the Downtown District is operating \$51,000 in debt.

Mr. Gonzalez stated that the staff will transfer funds from the Fund Balance to supplement the \$51,000.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to approve the resolution adopting the Harlingen Downtown Improvement District Budget for Fiscal Year 2023-2024. Motion carried unanimously.

17) Consideration and possible action to approve a resolution adopting the Harlingen Community Improvement Board Budget for Fiscal Year 2023-2024.

Mr. Rodriguez stated that the Harlingen Community Improvement Board met and approved their budget. He highlighted the total revenues and expenditures of \$2,400,000 and expenditures of \$8,236,644, which the majority of the funds have been encumbered over the years for the golf course, hike, and bike trail.

ESTIMATED FUND BALANCE

Estimated Fund Balance at the beginning of the Fiscal Year, October 1, 2023,	<u>\$9,922,565</u>
Projected Revenues	2,400,000
Requested Expenditures	<u>8,236,644</u>
Revenues Over (Under) Expenditures	(5,836,644)
Ending Fund Balance at the End of the Fiscal Year, September 30, 2024,	<u>\$4,085,921</u>

Harlingen Community Improvement Board (4B) Fund – Exhibit A
Departmental Budget Projections and Requests
Fiscal Year 2024

Revenues		Expenditures	
Taxes - Sales	\$ 2,124,000	Administration:	
Interest - Investments	276,000	Project - Miscellaneous, unallocated	\$ 500,000
		Committed Funds:	
		Debt Service - Convention Center	605,392
		Project- Destination Park, Phase II,	
		Trails and other	1,558,792
		Project - Tony Butler Golf Course	5,072,460
		Project - ACHB Trail Ext. - Phase II	500,000
Total Adopted Revenues	<u>\$ 2,400,000</u>	Total Adopted Expenditures	<u>\$ 8,236,644</u>

Motion was made by Commissioner Kinsley and seconded by Commissioner Morales to approve the resolution adopting the Harlingen Community Improvement Board Budget for Fiscal Year 2023-2024. Motion carried unanimously.

- 18) Consideration and possible action to accept the donation of a pump track to be constructed at Arroyo Park, execute a license agreement with Valley Off-Road Bicycling Association, and authorize the City Manager to sign the agreement.

Javier Mendez, Parks, and Recreation Director, stated that staff is requesting approval to accept a donation valued at \$150,000 for a pump track to be constructed at Arroyo Park. The Valley Off-Road Bicycling Association applied to the Valley Baptist Legacy Foundation, and they approved the funding. In terms of moving forward, staff drafted a licensing agreement with them since they will be partially responsible for the maintenance of the pump track; also included is the maintenance of the mountain bike trail, and they will assist in the maintenance. Mr. Mark Sossi, City Attorney, reviewed the contract and slightly changed the termination clause. Staff recommends approval of Item No. 18. This will be a ten-year agreement with the option for renewal, and the \$150,000 includes the construction and maintenance.

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to accept the donation of a pump track to be constructed at the Arroyo Park to execute a license agreement with Valley Off-Road Bicycling Association and authorize the City Manager to sign the agreement. Motion carried unanimously.

- 19) Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2024 for \$140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract.

Mr. Mendez stated that funds have been appropriated in the 2024 Fiscal Year Budget to help support the Boy's and Girl's Clubs Youth Service Programs. These funds help pay the salary and benefits of the unit director and youth development workers who lead and direct various recreational and educational programs for youth ages 6 through 11. These funds specifically support the satellite units located within or adjacent to three public housing developments: (LeMoyné Gardens, Bonita Park, and Los Vecinos).

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to approve the contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2024 for \$140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract. Motion carried unanimously.

- 20) Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2024 for \$145,757.00 for Teen Service Programs and authorize the City Manager to sign the contract.

Mr. Mendez stated that \$145,757 was appropriated to support the Boys and Girls Club's Teen Service Programs, including the Teen Offender Program, Teen Mentoring Program, and other recreational and social activities. These funds help pay the salary and benefits of the unit directors and youth development workers who lead and direct a variety of recreational and education programs for teens between the ages of 12 through 18 and support the satellite units located within or adjacent to three public housing developments, (LeMoyne Gardens, Bonita Park and Los Vecinos).

Mr. Gonzalez stated that an additional \$30,000 was provided by the Community Development Block Grant to contract for programs.

Gerald Gathright, Director of the Boys and Girls Club, stated that this funding traditionally supports four Harlingen Clubs and the fifth Club in Primera, Texas. It provides professional services for teens and elementary-age children. The funds received in the past from CDBG were designated for the satellite units located at Lamar, Ben Milam, and LeMoyne Gardens Club to serve low-moderate income clientele, as prescribed by federal law. The Boys and Girls Clubs provide services for the whole community.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to approve a contract with the Boys and Girls Club of Harlingen for Fiscal Year 2024 for \$145,757.00 for Teen Service Programs and authorize the City Manager to execute the contract. Motion carried unanimously.

- 21) Consideration and possible action to contract Araiza General Construction, LLC, utilizing the Inter-local Purchasing System Program instead of the bidding process for the renovation of the DID Offices and authorizing the City Manager to execute the contract.

Javier Mendez, Parks & Recreation Director, stated that we have been working on this project for some time. Ethos Engineering prepared the plans and specifications for the project. The majority of the improvements are electrical, plumbing, and HVAC work. The goal is to improve the building to comply with the city's code requirements. We removed the asbestos and lead in the building, repaired the roof, and did structural repairs. The following contractors participated in job order contracts: A1 Facilities - \$409,444; Calidad Construction - over \$400,000, and the cost was over the budgeted amount. The only proposal that was within range was Araiza Construction for \$363,440.96. The contract is for 90 days. The plan is to complete the bottom floor and relocate the Downtown District and CVB Staff.

The City Commission approved a budget adjustment of \$187,000 to complete the project. There is \$50,000 remaining from the original \$200,000 authorized by the City Commission. Funds will be allocated from the building's Maintenance Fund to complete the project. Staff recommends approval of the fund transfer to proceed with Araiza Construction Bid of \$363,440.96.

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to contract Araiza General Construction, LLC, utilizing the Inter-local Purchasing System Program instead of the bidding process for the renovation of the Downtown Improvement District Offices and authorize the City Manager to execute the contract. Motion carried unanimously.

- 22) Consider and take action on awarding Workers' Compensation Insurance.

Roger Garza, with Valley Risk Consulting and President Senior Consultant, stated that we solicited proposals for workers' compensation. We had a rate set to expire on September 30 with the Texas Municipal League. We are currently contributing approximately \$694,199. In the solicitation, we had an estimated payoff of \$39,214,919. They came back as the most competitive offer at \$730,181 compared to other proposals we received. Option 2: \$859,739. We recommend that the city accept the bid from TML for \$730,181; it represents a 5% increase over prior years.

1 Discussion was held regarding the quotes, amounts received, and a certified safety
2 consultant and if a consultant is being provided for the city. It was noted that TML has the resources
3 for risk management control services and must deliver if the city needs them.

4 Commissioner Morales asked how much the city pays for the claims.

5 Erica Balli, Human Resource Director, stated she could provide the exact number to him,
6 but the city's funds cover most of the cost. TML is a risk pool, not insurance, but its' members
7 statewide pay into the risk pool. The city borrows money from that fund. The number of people out
8 on workers comp, with temporary insurance benefits, has reduced dramatically. The top priority is
9 to prevent accidents, most of which are vehicle accidents. Staff recommends keeping TML. They
10 insure 98% of the state municipalities, are the most competitive, and provide excellent service.

11 Commissioner Morales asked which firm the City of McAllen uses.

12 Mr. Garza stated that McAllen is self-funded under Worker's Compensation and
13 administered by Tri-Star, a risk-based company. The budget is almost \$2.5 million, which they pay
14 in fixed claims. They are self-funded under workers' compensation; Harlingen is fully funded,
15 meaning the pool calls the shots. We have to work with them to accommodate any changes we
16 want. They are using a higher payroll than the competitors, estimating 3 million dollars more than
17 what you currently have; it is overshoot but will get adjusted to a lower premium as we move forward.

18 Ms. Balli stated that to reduce the number of claims, we are proactively working on
19 continuing training and having the safety committee do internal training, which TML provides.

20 Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to
21 award the Worker's Compensation Insurance to Texas Municipal League. Motion carried
22 unanimously.

23 23) Consider and take action on awarding Employer Paid Term Life.

24 Mr. Garza stated that we solicited proposals for life insurance and selected the two offers.
25 We recommend that the City Commission consider the offer from UNUM Insurance for one year
26 with the option to renew the contract for another year.

27 Commissioner Mezmar asked what was the name of Mr. Garza's firm.

28 Mr. Garza responded, Valley Risk Consulting, and we do consulting work for public entities
29 across South Texas.

30 Commissioner Mezmar asked why Salazar Insurance Group was listed on the documents.

31 Mr. Garza responded that we received proposals from Shepard Walton, Ramos, Lone Star
32 Insurance, and Salazar Insurance Group. The submission and possibility of selecting one or two
33 agents to administer the program rather than four or five agents trying to do enrollment work.

34 Commissioner Mezmar stated Lone Star met with him, and they were denied any
35 information and were turned down by you. This item needs to be re-bid because it was not done
36 fairly. He asked Mr. Garza if he got a commission on these products.

37 Mr. Garza responded no, I am fee-based, and the city can choose any agent that the
38 Commission wants.

39 Mr. Gonzalez asked Ms. Balli if this item could be tabled until we get more information.

40 Ms. Balli stated that we went out for proposals late. We are on a deadline, and there is no
41 additional time; if we advertise again, this will delay the process. We can make a month-to-month
42 arrangement and advertise for bids. I hope this item is approved to start the open enrollment
43 process tomorrow. It will not impact on staff if we go month-to-month. These products are
44 employee-paid and will not affect the city. There must be no disruption for those with cancer policies

1 and claims. We would stay with Aflac (Ruben Ramos as the broker), with all the supplemental
2 products, the dental and vision insurance with Sheppard Walton, and UNUM Life Insurance.

3 Mr. Sossi asked if this information was available online to all the people or companies.
4 There should be a way to confirm the concerns brought up based on the available information.

5 Commissioner Mezmar stated that the HR Dept. should know how many people filed a
6 claim and the type of claims to put a bid together for insurance companies that play the risk pool.

7 Mr. Garza stated that we have an option with four different vendors. We had discussed if
8 we wanted four entities doing enrollments on a minimal population because registration is very low
9 here. We are trying to get as many people enrolled as possible. The information is on the proposal,
10 and the employee chooses any agent more suitable to the product. We chose the one that had the
11 most business. Colonial and Salazar is the District Manager for them. Colonial oversees the cancer
12 programs; this is the reason he is listed on the documents.

13 Mr. Gonzalez stated that Salazar Insurance is the current agent for major medical. They
14 have been with the city since last year, and he is the one that provides United Health. Julian Alvarez
15 with Lone Star met with me and indicated he would like to bid next year. He does a lot of Texas
16 Workforce Commission and does pro-bono work. The city offers three choices for the 457, the
17 supplemental retirement benefits. The city has TCG, ICMA, and Nationwide. I preferred two
18 employee options: stay with Aflac or switch to a different provider.

19 Mayor Pro-Tem Perez stated they will move forward with Aflac, add Colonial, and give the
20 employees a choice.

21 Commissioner Mezmar referred to the commissions paid on this contract.

22 Mr. Garza responded that the employer paid a fixed volume; it is probably about 10% or
23 5% because it is a renewal. The total volume is very low. Mr. Garza recommended accepting the
24 employer-paid with UNUM Life Insurance.

25 Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to
26 award the Employer Paid Term Life Insurance to UNUM Life Insurance. Motion carried as follows:
27 FOR: Mayor Pro-Tem Perez, Commissioners: Mezmar and Kinsley; AGAINST: Commissioner
28 Morales. (Vote: 3-1)

29 24) Consider and take action on awarding Employee Paid Ancillary Products.

30 Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Kinsley to
31 award the Employee Paid Ancillary Products to Aflac and Colonial Life. Motion carried unanimously.

32 (3) Consideration and possible action to approve budget amendments for the current FY 2022-2023
33 Budget.

34 Orlando Campos, CEO of the Economic Development Corporation, Inc., stated at the
35 September 12 EDC Board Meeting that the board unanimously approved the final budget
36 amendment for Fiscal Year 2023. This amendment accounts for revenues of \$8,059,895, with
37 expenditures of \$6,275,275. This equates to excess revenues and expenses of \$1,784,620.

38 Motion was made by Commissioner Morales and seconded by Mayor Pro-Tem Perez to
39 approve the budget amendments for the current FY 2022-2023 Budget. Motion carried
40 unanimously.

41 26) Consideration and possible action to approve a resolution adopting the FY 2023-2024 Budget for
42 the Development Corporation, Inc.

43 Mr. Campos stated the 2024 Proposed Budget for Valley International Airport, total
44 projected revenue of \$9,148,456, and total authorized expenditures of \$13,588,459. At the same

meeting, the EDC unanimously approved the proposed budget, which accounts for total revenues of \$9,148,456 and authorizes expenditures of \$13,588,459.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve the resolution adopting the FY 2023-2024 Budget for the Development Corporation Inc. Motion carried unanimously.

27) Consideration and possible action to approve a resolution accepting the Harlingen Waterworks System's FY 2023-2024 Budget.

Tim Skoglund, General Manager of Harlingen Waterworks Systems, stated that on August 30, the Harlingen Waterworks Board of Trustees adopted the 2023-24 Budget and recommended approval. In late 2019, an RFQ was published for engineering firms to include specific language asking them to meet the Water Development Board criteria. We evaluated those proposals in 2020 and awarded contracts based on that 5-year Omnibus RFQ(s) composed of local firms. One firm is currently doing preliminary work for one of the projects funded out of the \$10 million, and we will be awarding other projects soon. We are looking at local firms that submitted and qualified under the RFQ.

Mayor Sepulveda stated that the Texas Water Development Board was recently in Harlingen and awarded \$10 million. Once that gets awarded, will you reach out to small businesses so they can submit RFQs and look for projects in Harlingen?

Mayor Pro-Tem Perez and Commissioner Kinsley noted it was a great job getting HWWS on social media; we are getting great feedback from the public.

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to approve a resolution accepting the Harlingen Waterworks System Budget for FY 2023-2024. Motion carried unanimously.

28) Board Appointments – None.

At 6:24 p.m., Mayor Sepulveda announced that the City Commission would convene in Executive Session to discuss the following items.

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to convene into Executive Closed Session to discuss items 29, 30, and 31. Motion carried unanimously.

29) Executive/ Closed Session: Consultation with Legal Counsel pursuant to TRCP 551.071 to receive privileged communication protected by the attorney-client communication privilege.

30) Executive/Closed Session: Consultation with Legal Counsel pursuant to TRCP 551 .07 to receive privileged communication protected by the attorney-client communication privilege.

31) Executive/Closed Session: Consultation with Legal Counsel pursuant to TRCP 155.071 A regarding reasonably anticipated litigation.

At 7:25 p.m., Mayor Sepulveda announced that the City Commission completed its executive session and declared the meeting open to the public.

32) Discussion and possible action on Routeware Claim.

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to proceed as discussed in Executive Session regarding the Routeware Claim. Motion carried unanimously.

33) Consideration and possible action to approve an extension for 60 days for the current contract with the Humane Society of Harlingen, Inc. and the City of Harlingen.

1 Motion was made by Commissioner Mezmar and seconded by Commissioner Mgrales to
2 approve an extension of 120 days for the current contract with the Humane Society of Harlingen,
3 Inc., and the City of Harlingen. Motion carried unanimously.

4 34) Adjournment

5 There being no other business to discuss, Mayor Sepulveda adjourned the meeting.
6

7 City of Harlingen
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10 ATTEST:

Norma Sepulveda, Mayor

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Amanda C. Elizondo, City Secretary
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**AGENDA ITEM
EXECUTIVE SUMMARY**

32)

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final 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. Attachment (Planning & Development)

Prepared By: Xavier Cervantes, AICP, CPM
Title: Planning and Development Director
Signature: *Xavier Cervantes*

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: *6/6/* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 23_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL,
SINGLE-FAMILY ("R-1") TO RESIDENTIAL, DUPLEX ("R-2")
FOR A PROPERTY LOCATED AT 718 NORTH "C" Street,
BEARING A LEGAL DESCRIPTION OF LOT 2, BLOCK 1, SHAW
ADDITION; 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 Zoning Ordinance 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:

Rezoning from Residential, Single-Family ("R-1") 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, 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 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 1st day of November, 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.

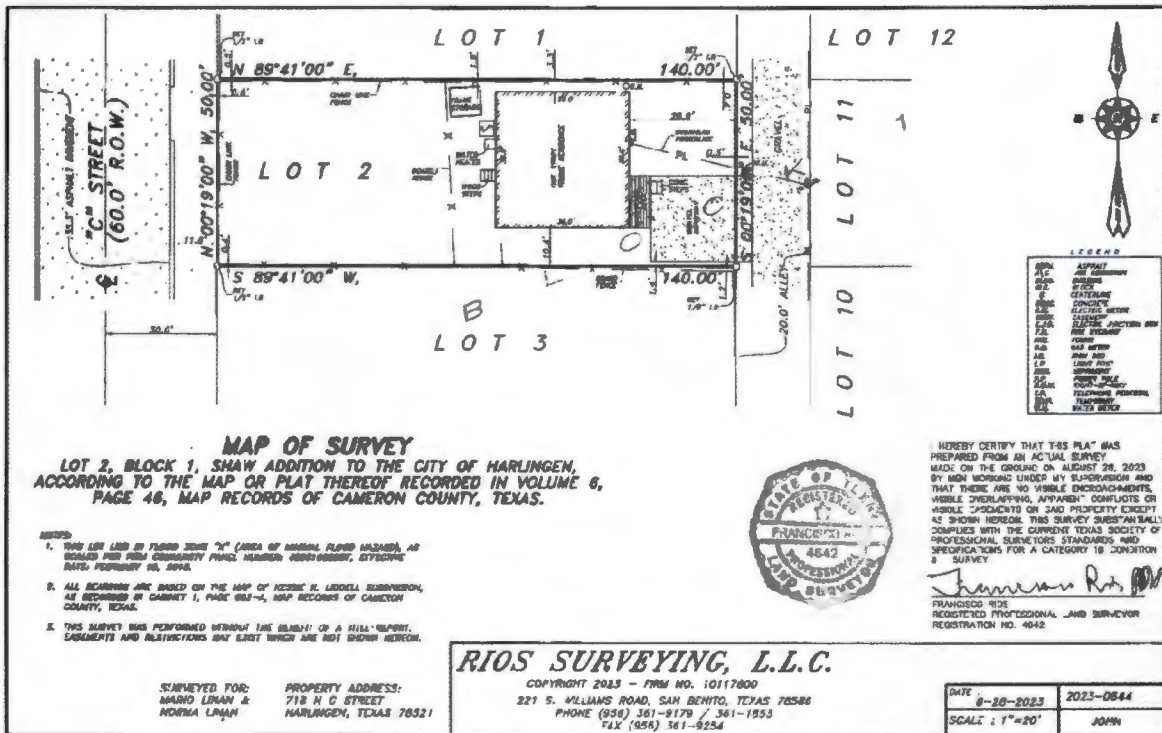
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"



**AGENDA ITEM
EXECUTIVE SUMMARY**

3b)

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 38, Solid Waste, Article 1, Section 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles; Coverings Required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage receptacle enclosures. Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM
Title: Planning and Development Director

Signature: *Xavier Cervantes*

Funding (if applicable):

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

*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: *[Signature]* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 38, SOLID WASTE, ARTICLE I, SECTION 38-1, DEFINITION, BY CLARIFYING THE DEFINITION OF A RESIDENCE, AND ARTICLE II, SECTION 38-36, MAINTENANCE OF RECEPTACLES; COVERINGS REQUIRED, BY CLARIFYING THE LAND USES THAT REQUIRE GARBAGE RECEPTACLE ENCLOSURES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The amendments are consistent with the purpose of the One Vision One Harlingen Comprehensive Plan, which is to provide a growth-friendly economic development environment that also preserves and enhances the character of the area; and

WHEREAS, The City of Harlingen has complied with all notices and public hearings as required by law; and

WHEREAS, The City Commission of the City of Harlingen finds that it is in the best interests of the citizens of Harlingen to amend the Code of Ordinances as set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF HARLINGEN, TEXAS, THAT:

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article I, Section 38-1, Article II, Section 38-36, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

Sec. 39-1 – Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any contrivance now known or hereafter invented, used, or designed for navigation or for flight in the air. The term "aircraft" shall include airplanes, gliders, helicopters and lighter-than-air craft and balloons.

Construction sites means any private or public property upon which repairs to existing buildings, construction of new buildings, or demolition of existing structures is taking place.

Garbage means refuse, all discarded animal and vegetable matter, solids after the liquid has been removed, tin cans, and bottles from any premises within the city limits.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed matter of literature which is not delivered by United States mail, including, but not limited to, those which:

- (1) Advertise for sale any merchandise, product, commodity, or thing.
- (2) Direct attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales.
- (3) Direct attention to or advertise any meeting, theatrical performance, exhibition, or event of any kind for which an admission fee is charged for the purpose of private gain or profit.

Litter means garbage, refuse, and rubbish, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.

Loading and unloading dock means any dock space or area used by any vehicle for the purpose of receiving, shipping, or transporting goods, wares, commodities, and persons located on or adjacent to any stream, river, or land.

Private premises means all property, including, but not limited to, vacant land or any land, building, or other structure designed or used for residential, commercial, business, industrial, institutional, or religious purposes, together with any yard, grounds, walk, driveway, carport, garage, fence, porch, steps, vestibule, mailbox, and other structure appurtenant thereto.

Public place means any and all streets, sidewalks, boulevards, alleys, or other public ways, lakes, rivers, watercourses or fountains and any and all public parks, squares, spaces, grounds, and buildings.

Public receptacles means any receptacles provided by or authorized by the city.

Residence means any house or other dwelling unit and trailer house and apartments of ~~three~~ two dwelling units or less at one location.

Trash means paper of all kinds, rags, old clothing, paper containers, pieces of wood, boxes, barrels, crates, weeds, grass, or tree limbs within the premises of the city limits.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks.

Sec. 38-36. - Maintenance of receptacles; covering required.

- (a) All persons shall keep and maintain any receptacle required by this article in such manner that it shall not become or constitute a public nuisance to or in the neighborhood of such premises.
- (b) It shall be unlawful for any person to allow any garbage receptacle, after the same has been emptied by the garbage collector, to be left in, on, or about the premises on which the same is kept in such manner as to be a nuisance or offensive to the public or other residents of the neighborhood of such premises.
- (c) All garbage receptacles shall be kept covered at all times except when matter is being deposited therein.
- (d) Lots containing more than two residential units, commercial lots, or lots with industrial uses, shall provide a garbage receptacle enclosure within the private property boundary as determined by the Public Works Director or designee.
- (e) It shall be considered an offense for any item to be placed in commercial containers that, because of size, weight, or any other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one item over three feet in any dimension, any one item in excess of 50 pounds, any concrete, bricks, dirt, blocks, or other earthen material, boards (over three feet long), pallets, timbers, and the like. These items shall be placed in a roll-off container for disposal.
- (f) Any person granted a permit shall keep the enclosure used in the operation and maintenance of such business in a neat and orderly condition.
- (g) The Director, or designee, for just cause (health and or sanitation reasons, insufficient capacity, nuisance, littering) may increase the size of the commercial-type container(s), quantity of containers and/or frequency of collection and apply appropriate monthly charges without prior customer approval.
- (h) In the event that the placement of an enclosure is uncertain for approach with our refuse trucks, a drawing clearly indicating maneuvering dimensions for ingress, egress, and approach of a City refuse truck shall be required.
- (i) The Public Works Director or designee shall determine the number, size and frequency of the service required for a multifamily complex. At a minimum, a

multifamily complex shall be determined to provide one two-cubic-yard dumpster to be serviced twice per week per every ten dwelling units.

SECTION II: That the City Secretary of the City of Harlingen, Texas is hereby authorized and directed to cause a true copy of the caption of this ordinance to be published in a newspaper having general circulations in the City of Harlingen, Cameron County, Texas.

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 1st day of November, 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

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

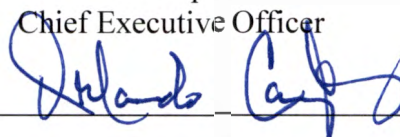
Agenda Item:

Consider approval of a Development Corporation Economic Development Agreement and Chapter 380 Economic Development Agreement regarding Project Spur.

Prepared By (Print Name): Orlando Campos

Title: Chief Executive Officer

Signature:



Brief Summary:

The Development Corporation and the City wish to encourage the expansion of Recipient's business and service to its customers by incentivizing said expansion through statutorily authorized incentives. The creation of new jobs at Recipient's facility to be in Harlingen, TX as defined in Chapters 501-504 of the Texas Local Government Code. This Agreement will result in an economic benefit for the City and the Development Corporation.

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:

HEDC CEO and Board Members recommend approval.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:
Consideration and possible action to approve an ordinance on second and final reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A", establishing new float entry rates for the Annual Christmas Parade. Attachment <i>(DID)</i>
Prepared By: Alexis Riojas, Downtown 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:

AN ORDINANCE AMENDING EXHIBIT "A" OF
ORDINANCE NO. 2018-1, MASTER FEE SCHEDULE
OF THE HARLINGEN CODE OF ORDINANCES
ESTABLISHING NEW FLOAT ENTRY RATE FOR THE
ANNUAL CHRISTMAS PARADE.

WHEREAS, The Elective Commission of the City of Harlingen, Texas establishes rental rates, fees, and policies for the use of vendor and food booths for City events at various City Parks and other City owned property as outlined in Exhibit "A" and attached hereto and incorporated herein by reference;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That the Elective Commission of the City of Harlingen hereby establishes the rental rates for contests, food, and vendor booths for Fiesta de Pinatas.

SECTION II: That the City Secretary of the City of Harlingen, Texas is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance to be published in a newspaper having general circulation in the City of Harlingen, Cameron County.

EXHIBIT "A"
CHRISTMAS PARADE ENTRY FEES

CHRISTMAS PARADE ENTRY FEES:

General Entry Fee - \$50

Competitive Floats - \$75

Car Clubs (3 Cars per entry) - \$50

Commercial Promotion - \$100

All Non-Profit, Schools, Churches, and City Entities will be at no cost.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on the
18th day of October, 2023.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Commission
on the ____ day of _____, 2023.

ATTEST:

Norma Sepulveda, Mayor

Amanda Elizondo, City Secretary

3e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to approve from the Harlingen Convention and Visitor Bureau a request for street closures for their 2023 RioFest 5K Run event on Friday, November 10, 2023 from 7:00 p.m. to 9:00 p.m. Attachment (**Police**).

- Fair Park Blvd. / North "O" Street (northside of intersection) 4 barricades
- Fair Park Blvd. / West Adams Street (westside of intersection) 3 barricades
- Expressway 77 Northbound Frontage Road / Teege Avenue (eastside of intersection) 3 barricades

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

Signature: 

Brief Summary:

Cassandra Consiglio, Director for the Harlingen Convention and Visitor Bureau is requesting for street closures beginning at 7:00 p.m. on Friday, November 10, 2023 thru 9:00 p.m. for the City's event RioFest.

- Fair Park Blvd. / North "O" Street (northside of intersection) 4 barricades
- Fair Park Blvd. / West Adams Street (westside of intersection) 3 barricades
- Expressway 77 Northbound Frontage Road / Teege Avenue (eastside of intersection) 3 barricades

The street closure 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*
for this purpose?

*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: 10/24/23

FROM: District Representative Benito Bravo #3412

RE: Street Closure Request for Riofest 5K Run

Requestor: Cassandra Consiglio / Visit Harlingen Director

Event Date: Friday November 10th, 2023

Time: 7:00 P.M.- 9:00 P.M.

Location: Harlingen Field (1216 Fair Park Blvd. Harlingen TX)

Cassandra Consiglio is requesting a street closure on behalf of the Harlingen Convention and Visitor Bureau for their 2023 Riofest 5K Run event. There will be emergency vehicles and Traffic Control Police Officers at the busy intersections of the route. The Start / Finish Line will be placed on the parking lot of 1216 Fair Park Blvd. The 5K route will be marked with traffic cones for the safety of all participants. This street closure is to ensure the safety of the attending public and participants.

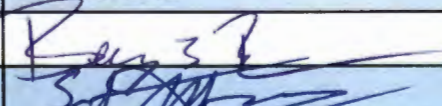
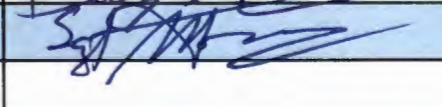
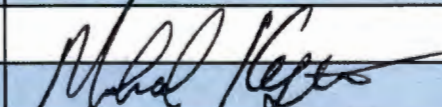
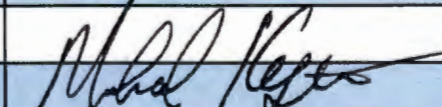
If approved, barricades are to be delivered by the City of Harlingen Street Department by 3:00 P.M. on Friday, November 10th, 2023. Barricades are then to be removed from the roadway at 9:00 P.M. that evening.

The following streets are requested to be temporarily closed throughout the duration of the event:

- Fair Park Blvd./ North O St. north side of intersection (4 barricades)
- Fair Park Blvd./ West Adams St. west side of intersection (3 barricades)
- Expressway 77 Northbound Frontage Rd./ Teege Ave. east side of intersection (3 barricades)

The Traffic Control Police Officers will be at the following intersections:

- 1200 Fair Park Blvd. (1 Police Officer with unit)
- Fair Park Blvd./ North L St. (1 Police Officer with unit)

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	10/24/2023
SERGEANT / SUPERVISOR		3464	10/24/20
COMMANDER / MANAGER			
DEPUTY CHIEF		1933	10-24-23
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	10-24-23



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

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

- Fair Park Blvd/ West Teege Ave. (1 Police Officer with unit)
- Jefferson Ave./ North T St. (1 Police Officer with unit)
- Jefferson Ave./ Expressway 77 Northbound Frontage Rd. (1 Police Officer with unit)
- Expressway 77 Northbound Frontage Rd./ West Teege Ave. (1 Police Officer with unit)
- 1200 Block N. Expressway 77 Northbound Frontage Rd. (1 Police Officer with unit.)

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	3412	10/24/2023
SERGEANT / SUPERVISOR	<i>[Signature]</i>	3464	10/24/23
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

RIOFEST 5K FESTIVAL RUN 2023



Cassandra Consiglio

From: Cassandra Consiglio
Sent: Tuesday, October 24, 2023 1:36 PM
To: Frances Pena - HPD; Mike Kester - HPD
Cc: Jose J. Lopez - HPD; Orlando Gonzales - HPD; Benito Bravo - HPD
Subject: Street Closures Riofest 5K

Friday, November 10, 2023

7-9 PM

Start at the Harlingen Baseball Field toward Jefferson, and then Jefferson towards Frontage. (turnaround at Velvet Magnolia)

Turn around on Frontage back to Harlingen Baseball Field.

Please let me know if there are further questions.

Cassandra

Cassandra Cuellar Consiglio, CPM

Visit Harlingen Director

Cell: 956.873.0391 | Office: 956.622.5053

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3P)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:	
Consideration and possible action to approve an ordinance on second and final reading amending the Code of Ordinances, Article II, Division 2, Section 6-56 to provide for appointments and composition of Animal Shelter Advisory Board. Attachment (<i>City Attorney</i>)	
Prepared By: Mark Sossi, City Attorney	
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:	<i>MS</i>
	Comments:
City Attorney's approval:	

ORDINANCE NO. 2023- _____

**AN ORDINANCE OF THE CITY OF HARLINGEN
AMENDING ARTICLE II, DIVISION 2, SECTION 6-56
OF THE HARLINGEN CODE OF ORDINANCES
TO PROVIDE FOR APPOINTMENTS AND COMPOSITION
OF ANIMAL CONTROL ADVISORY BOARD.**

WHEREAS, the City Commission of the City of Harlingen wishes to ensure that the Harlingen Animal Shelter is operated in a manner which fully complies with the standards set forth in Texas State Law, particularly Texas Health and Safety Code 823.005, and

WHEREAS, the City Commission finds that incorporating existing requirements of the Texas Health and Safety Code into its Animal Shelter Advisory Board ordinance serves to clarify the legal requirements of Board composition.

BE IT THEREFORE ORDAINED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN

Article II, Division 2, Sec. 6-56. - Composition; qualifications; appointments; filling of vacancies.

- (a) The Animal Shelter Advisory Board shall consist of nine voting members. Each member shall be at least 18 years of age and shall be appointed for a two-year term of office.
- (b) The City Manager, or his (designee), and the Director of the Animal Shelter shall serve as non-voting *ex officio* members of the board.
- (c) The purpose of the Animal Shelter Advisory Board shall be to advise the City Commission as to whether the Harlingen Animal Shelter is being operated in a manner which is consistent with Texas Health and Safety Code 823.001 *et seq.* The Committee shall meet at least three times a year.
- (d) The Mayor shall have four appointments to the Board. The Mayor's appointments shall be one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
- (e) Each member of the City Commission shall have one appointment to the Board, **and must be consistent with Robert's Rules of Order**
- ~~(f) The licensed veterinarian shall serve as the chairman of the board and shall have the right to make motions, second motions and vote on all matters.~~

ADOPTED BY THE HARLINGEN CITY COMMISSION on this, the _____
day of October, 2023 at a Regular Meeting of the City Commission at which a quorum
was present.

CITY OF HARLINGEN

By: Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

39)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 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 Middle School Expo to be held on Thursday, December 7, 2023 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, December 7, 2023 from 9:00 a.m. to 2:00 p.m. for their Middle 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*

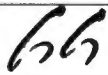
*If no, specify source of funding and amount requested: N/A

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, December 7, 2023

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, December 7, 2023 of Fair Park Blvd. in between J St. and L St. in front of the Casa de Amistad. The event is for a **Middle School EXPO** from 9:00am to 2:00pm. A total of 1,350 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	Sergio Ruiz #4110	4110	10/25/23
SERGEANT / SUPERVISOR	Sgt. [Signature]	3464	10/25/23
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

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

City of Harlingen
Agenda Item Request Form

We, hereby request the following item to be added to the November 1, 2023, City Commission Agenda:

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

1. 500 Block of W. Polk Street
2. Palm Vista Dr. between Beckham and Altas Palmas



Frank Morales Commissioner Dist 4



Rene Perez, Mayor Pro-Tem Dist 4

4)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first 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

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

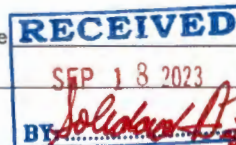
Select appropriate process for which approval is sought. Attach completed checklists with this application.

- | | |
|--|---|
| ☐ 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

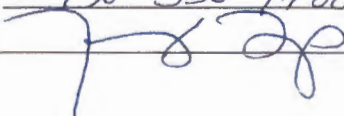
- ☒ One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:

- ☐ 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: 



PARKING SPACES AVAILABLE	61
ADA SPACES	3
TOTAL	64

SLEEPWALKERS
1510 N. COMMERCE ST
HARLINGEN TEXAS

Attachment III – (Floor Plan)



Attachment IV – Shared Parking Agreement

September 25, 2023

Elva Idalia Ayala
PO Box 286.
Santa Rosa, Texas 78593

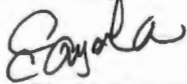
Re: Texas Café parking lot.

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

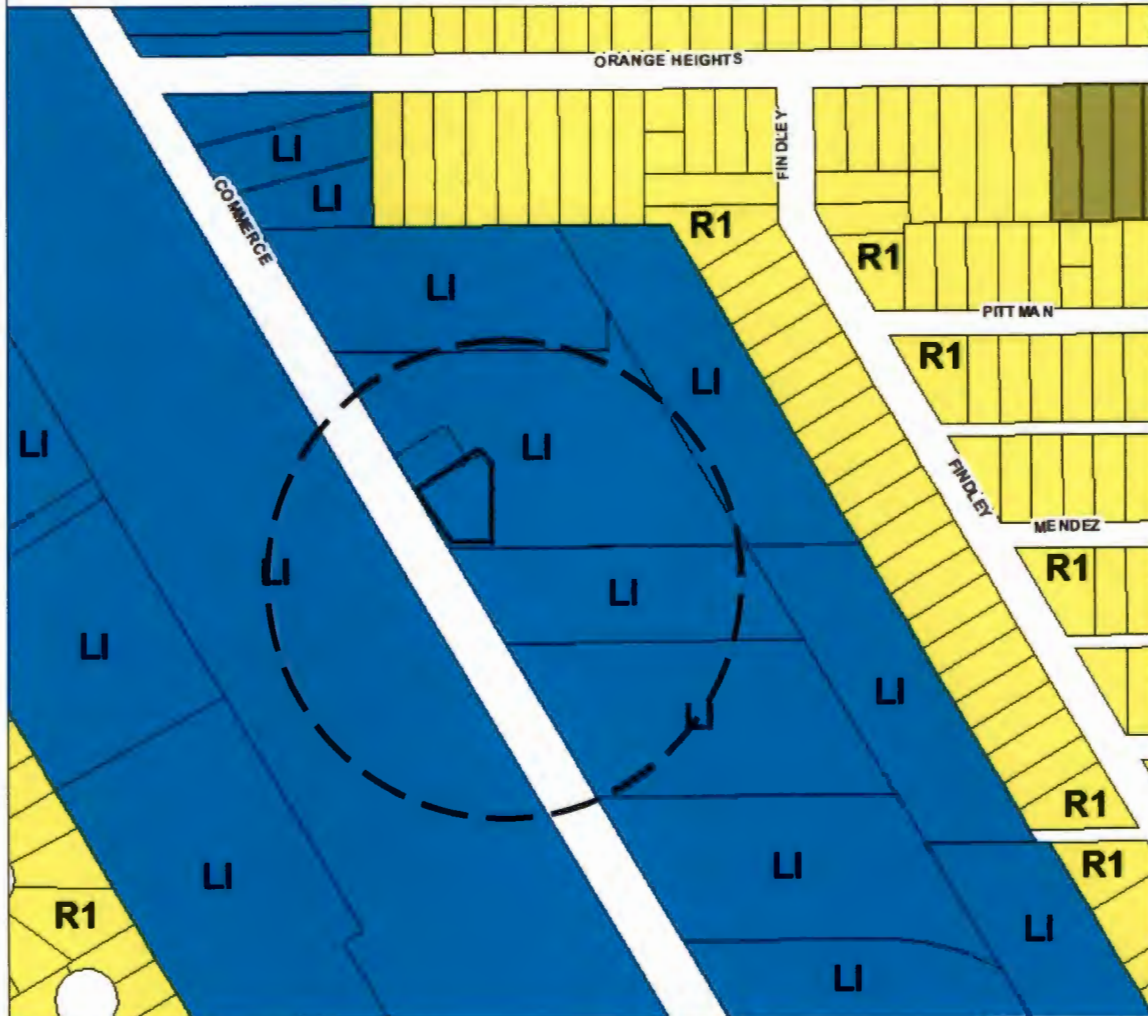
A handwritten signature in cursive script, appearing to read 'E. Ayala'.

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



Attachment VII





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: X 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 be 'J. Rosas'.

10/02/2023

Signature

Date



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

Attachment X



Specific Use Permit ("SUP") Routing Slip

Applicant: Veronica Marie Rosas

Phone No.: (956) 789-2892

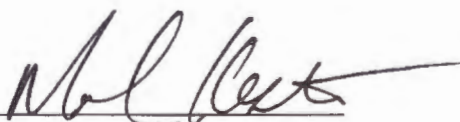
Location: 1501 N. Commerce Street

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



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

10-27-23
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 ____ 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 C. Elizondo, City Secretary

EXHIBIT "A"



PARKING SPACES AVAILABLE	61
ADA SPACES	3
TOTAL	64

SLEEPWALKERS

1510 N. COMMERCE ST

HARLINGEN TEXAS

PLANNING AND ZONING COMMISSION
Minutes of the October 25, 2023 meeting

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

City Planner Sol Nuñez presented the request for a SUP for the described location before the Board. She provided the following information about the request:

- Ms. Nuñez explained that per the code of ordinances, a special use permit is required to allow a bar/lounge in a light in a Light Industry (LI) district. She referred to the subject property on a map.
- She further explained that Veronica Maria Rosas is the applicant and is requesting a SUP to open a bar under the name of "Sleepwalkers". The proposed location is an existing building located at 1510 N. Commerce ST. measuring approximately 4,500 square feet. The building was previously used as a bar, so the use is not changing. It is just a new owner taking over.
- Ms. Nuñez stated that, based on the site plan and information submitted by the applicant, she is proposing to operate every day, from 5:00 p.m. to 2:00 a.m.
- Ms. Nuñez shared that fifty-seven (57) parking spaces will be required for the location and that these will be provided at the location through a shared parking agreement with the Texas Café.
- She referred to the proposed floor plan for what the applicant wants the bar to look like inside.
- Ms. Nuñez described that the surrounding properties are zoned Light Industry (LI) to the North, Southeast, and West and that the surrounding land uses consist of the Texas Café to the North, Anita's Hair Salon to the South, the railroad to the West, and some apartments to the East.
- She referred to the parking lot and overflow parking to be used as part of the parking agreement with the Texas Café.
- Ms. Nuñez explained that Building Inspections, Fire Department, Health Departments and Police Department all have to review the Special Use Permit. All support approval, subject to certain lists of requirements and any codes that need to be met by the applicant. The applicant will need to obtain and maintain all state and city permits. And in accordance to the zoning ordinance, Planning and Zoning can impose certain conditions.
- Ms. Nuñez reported that no calls in opposition were received. Not calls were received at all.
- Ms. Nuñez referred to some street views, including one showing the Texas Café and the parking agreement provided by the applicant, from the owner of the Texas Café. She clarified that the café closes at 2:00 p.m. daily so there will be no conflict with the parking.
- Ms. Nuñez stated that staff does recommend approval of the Special Use Permit subject to the following list of conditions which are: 1.) to obtain and maintain proper state and city permits, 2.) providing and maintaining the required parking in accordance with city regulations, and 3.) proofing a minimum 30-day retention of video surveillance. She must also comply with any requirements administered by the different city departments.
- She further specified that the SUP will be limited to a period of one (1) year. The applicant will need to reapply for a renewal of the * one month prior to the one (1) year anniversary of the opening of the bar. She stressed that the anniversary is the not the date of approval of the SUP but is instead, the date when she opens the bar.
- As stated previously, the hours of operation for the establishment will be from 5:00 p.m. to 2:00 p.m., every day. Ms. Nuñez stated that there must be a licensed security office on premise during the peak hours, which will be Thursday through Saturday, 9:00 p.m. to 2:00 a.m.
- Ms. Nuñez opened the floor for any questions from the Board.

Chairman Consiglio complimented Ms. Nuñez on her presentation. He asked if there were any further questions for staff.

Cmr. Sanchez indicated he had a question. He referred to the routing form from the Health Department. He noted that they were recommending approval however there were items not met and the form was not signed. Ms. Nuñez stated there was an addendum to the Health Department's approval in the packet. She acknowledged there was no signature and stated that would be corrected upon approval. She said they will go back and have the Senior Health Inspector sign the form and present that. Ms. Nuñez explained that the Health Department originally denied approval because she

did not have the required three-compartment sink required for serving liquor or wine. However, the applicant provided a new floor plan showing a three-compartment sink and therefore, it was approved. Cmr. Sanchez confirmed that the Health Department is on board for approval. Ms. Nuñez confirmed.

Chairman Consiglio asked if the applicant operated any other establishment similar to what is proposed. Ms. Nuñez said she was unsure but stated the applicant was present and that she could better answer the question. The applicant responded from her seat. Chairman Consiglio asked her to come forth to the podium, asking her to state her name and address for the record.

Veronica Maria Rosas, 1510 N. Commerce (address of the proposed business)

Chairman Consiglio reworded his previous question, asking if this would be the applicant's first bar/lounge establishment. Ms. Rosas said that this was correct, further explaining this was her first and only establishment.

Chairman Consiglio stated the proposed hours of operation for the establishment and confirmed with the Planning and Development staff that she could choose to close earlier on a given day, for example, on a Monday at 10 p.m. Mr. Cervantes said yes. Chairman Consiglio said he wanted to make sure the applicant understood that. Ms. Rosas indicated she did.

Chairman Consiglio asked if there were any further questions for the applicant. No further questions were asked. Chairman Consiglio thanked her for her time and proceeded to a Public Hearing. Upon having no response, he closed the Public Hearing.

Chairman Consiglio asked if there was a motion for approval. Cmr. Cruz-Velazquez moved to approve the request. Cmr. Clinton-Solis seconded. Chairman Consiglio moved the motion to a vote. The motion passed unanimously.

5)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; Providing for park zones, providing for payments in lieu of land dedication under certain circumstances; Providing for refunds under certain circumstances. Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary

- An option B map has been provided which takes area from Zone 1 and given to Zone 4.
- Option C takes an area from Zone 1 and transfers it to Zone 4 while an area from Zone 1 is transferred to Zone 2 and it also takes an area from Zone 2 and transfers it to Zone 3.
- Tables have been provided in this executive summary showing the number of recorded subdivisions since the year 2015 per zone for each option. The tables also show the residential and multi-family subdivisions currently in process per zone per option.
- All references to the Parks and Recreation Board have been removed from the ordinance. The Parks board will not be involved during the subdivision process as a result.
- The list of regional parks was added to the ordinance as requested during the adoption of the ordinance on first reading.

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: *[Signature]* ☒ Yes ☐ No ☐ N/A

Comments:

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

PARK FEE COMPARISONS

October 2023

CITY	FEES/RES.	OTHER
Alamo	\$500/Res.	Upgraded fee in 2022.
Alton	\$550/Res.	
Brownsville	\$500/dwelling unit	
Donna	\$500/Res.	Upgraded fee in 2022.
Edinburg	\$600/Res.	Developer pays 1/2 & Builder pays 1/2.
La Feria	None	
McAllen	\$750/Res.	
Mercedes	\$500/Res.	Established Park Fee Code in 2021.
Mission	\$500/Res.	
Pharr	\$250/Res.; \$1250/Acre	
Rio Grande City	\$360 per dwelling unit	
San Benito	None	
San Juan	\$725 per dwelling unit	Developer pays 1/2 & Builder pays 1/2; Each Yr. Park Fee increases + \$25
Weslaco	\$400/Res. \$250/Apt.	

Option A

Residential and Multi-Family Subdivisions Since the Year 2015

Park Zones	
Zone 1	
Subdivisions Recorded	27
Subdivisions In Process	21
Zone 2	
Subdivisions Recorded	8
Subdivisions In Process	8
Zone 3	
Subdivisions Recorded	9
Subdivisions In Process	2
Zone 4	
Subdivisions Recorded	3
Subdivisions In Process	1

Option B

Residential and Multi-Family Subdivisions Since the Year 2015

Park Zones	
Zone 1	
Subdivisions Recorded	19
Subdivisions In Process	17
Zone 2	
Subdivisions Recorded	8
Subdivisions In Process	8
Zone 3	
Subdivisions Recorded	9
Subdivisions In Process	2
Zone 4	
Subdivisions Recorded	10
Subdivisions In Process	5

Option C

Residential and Multi-Family Subdivisions Since the Year 2015

Park Zones	
Zone 1	
Subdivisions Recorded	12
Subdivisions In Process	14
Zone 2	
Subdivisions Recorded	10
Subdivisions In Process	9
Zone 3	
Subdivisions Recorded	12
Subdivisions In Process	5
Zone 4	
Subdivisions Recorded	10
Subdivisions In Process	5

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 109, SUBDIVISIONS, ADDING SECTION 109-193, PARK LAND DEDICATION, PROVIDING FOR A REQUIREMENT FOR PARK LAND DEDICATION AS A CONDITION OF SUBDIVISION PLAT APPROVAL FOR A PROPERTY INSIDE THE CITY LIMITS OR WITHIN THE EXTRATERRITORIAL JURISDICTION TO BE USED FOR RESIDENTIAL AND MULTI-FAMILY USES; PROVIDING FOR PARK ZONES; PROVIDING FOR PAYMENTS IN LIEU OF LAND DEDICATION UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR REFUNDS UNDER CERTAIN CIRCUMSTANCES; CONTAINING A SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The amendments are consistent with the purpose of the One Vision One Harlingen Comprehensive Plan, which is to provide a growth-friendly economic development environment that also preserves and enhances the character of the area; and

WHEREAS, this ordinance is adopted to provide recreational areas in the form of neighborhood and regional parks as a function of subdivision development in the City of Harlingen; and

WHEREAS, The City of Harlingen has complied with all notices and public hearings as required by law; and

WHEREAS, it is hereby declared by the City Commission of the City of Harlingen that recreational areas in the form of neighborhood and regional parks are necessary and in the public welfare, and that the only adequate procedure to provide for the same is by integrating such a requirement into the procedure for subdividing property in the City of Harlingen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF HARLINGEN, TEXAS, THAT:

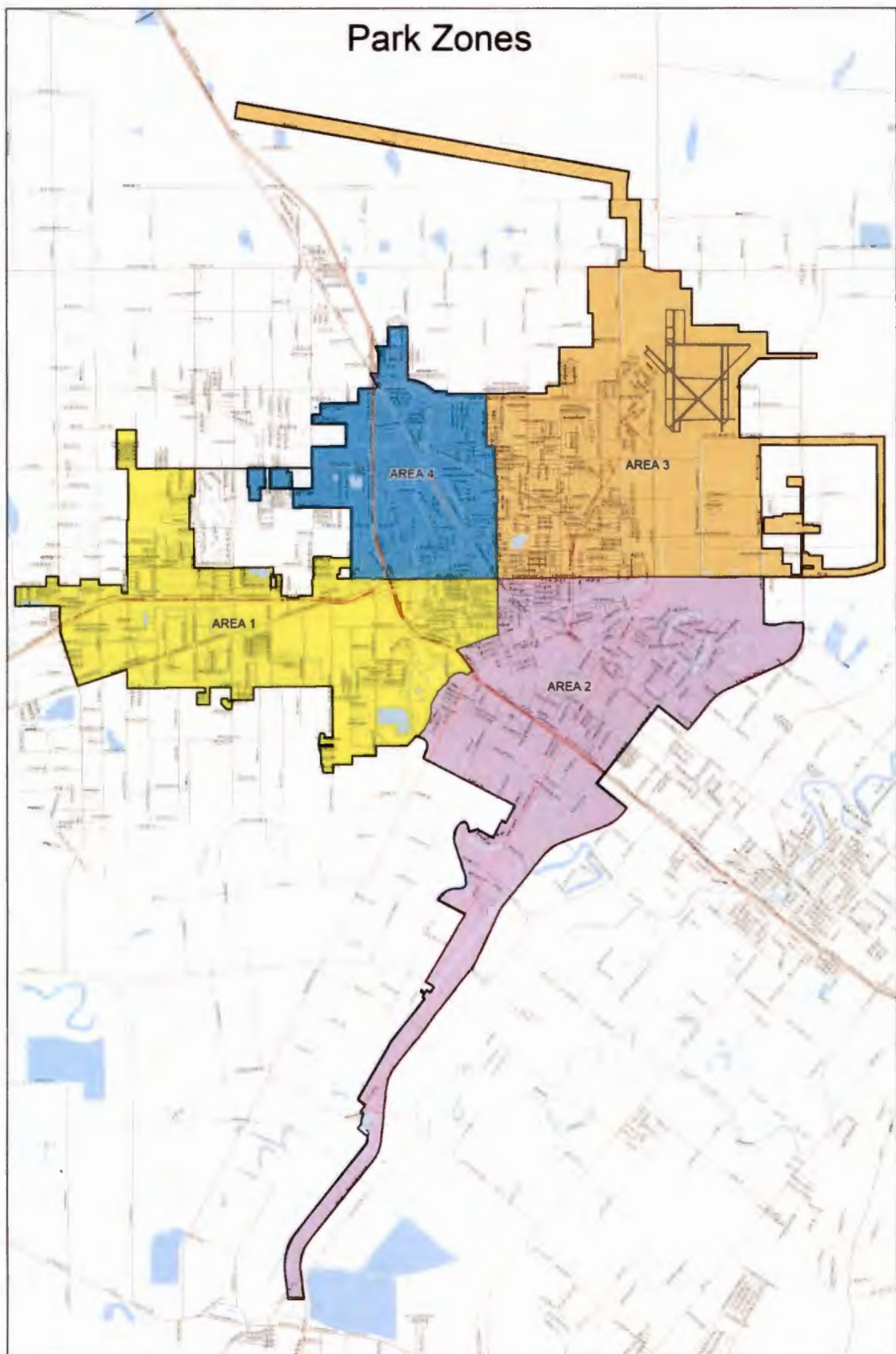
SECTION I: The City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, Article VII – Cost Participation, Section 193 Park Land Dedication is hereby created by adding the language underlined to read in full as follows:

Sec. 109-193 - Park land Dedication

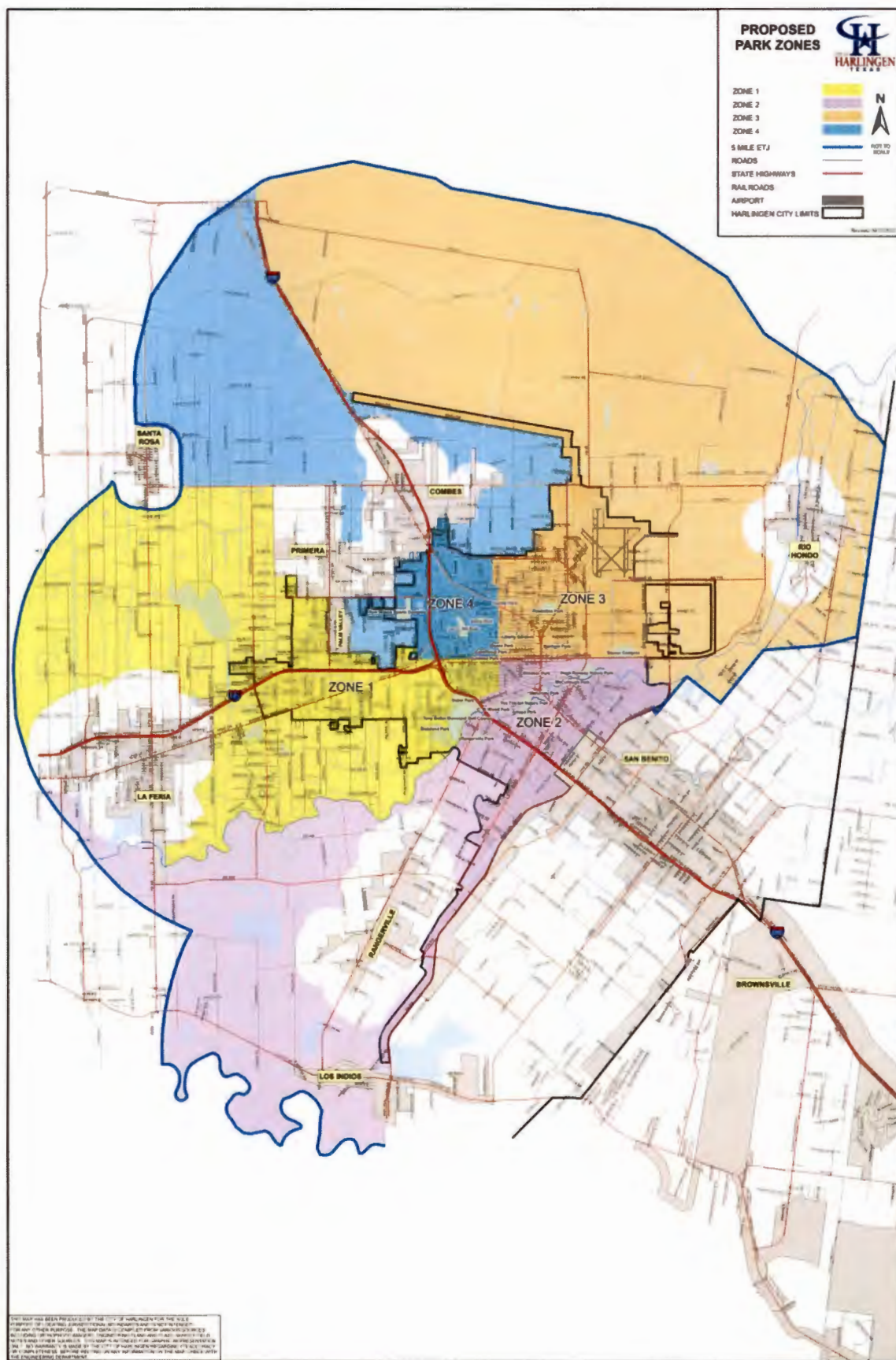
(a) Requirements for park land dedication: Neighborhood and community parks are those facilities providing for a variety of outdoor recreational opportunities and within

convenient distances from a majority of the residences to be served thereby. Park zones are hereby established in the map below and shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Therefore, the following requirements are adopted to effect the purposes stated.

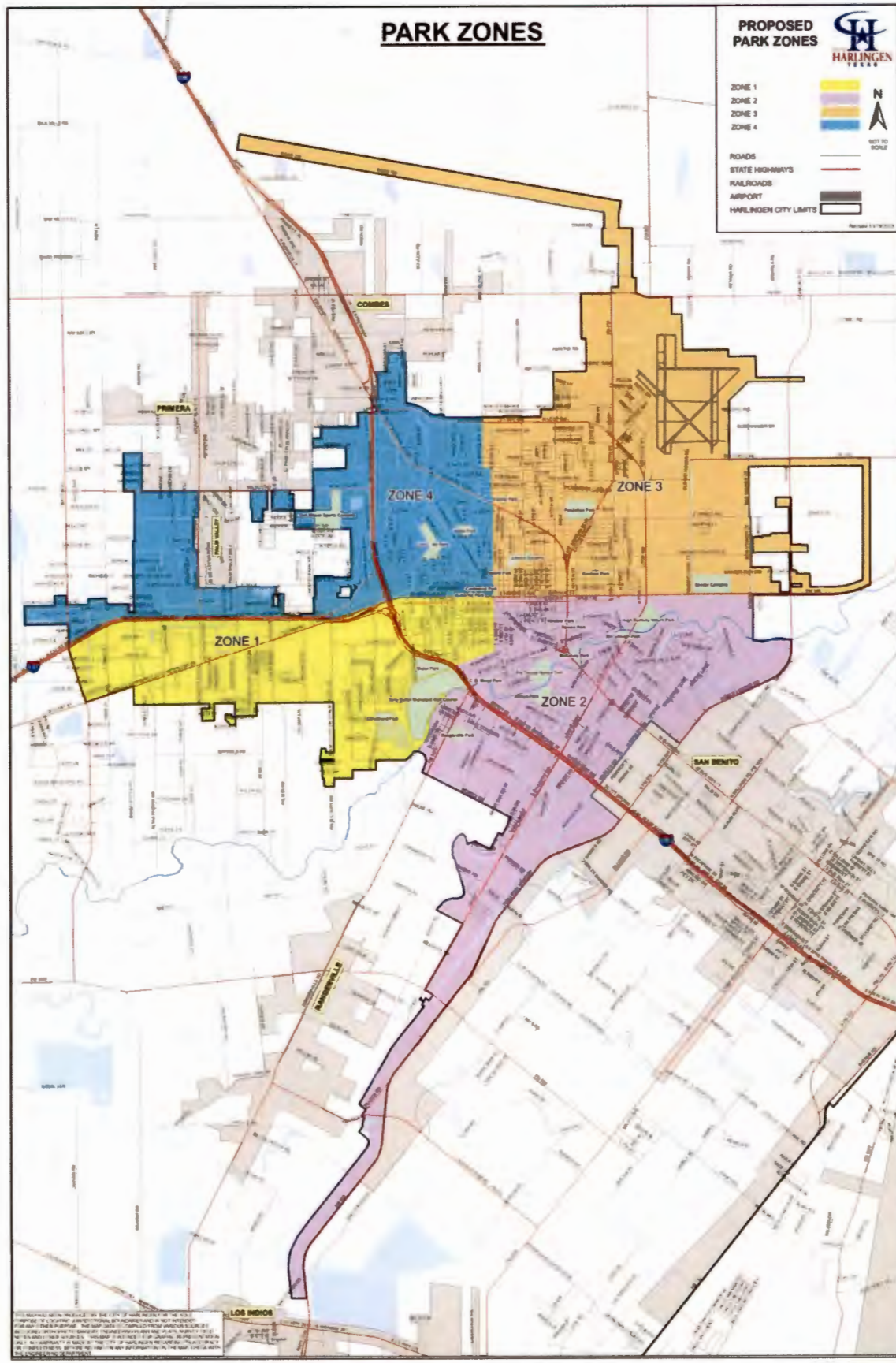
Option A



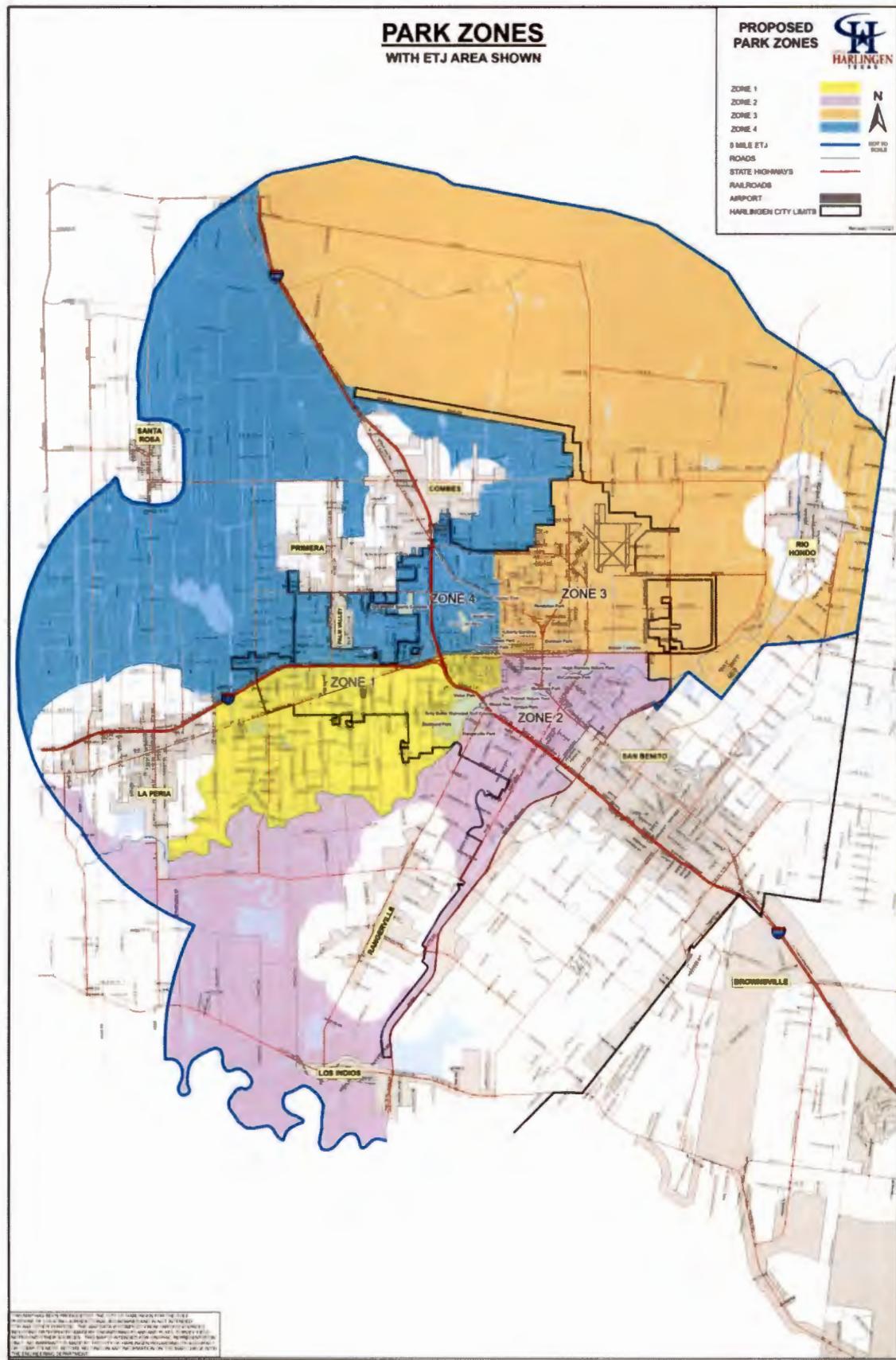
Option A



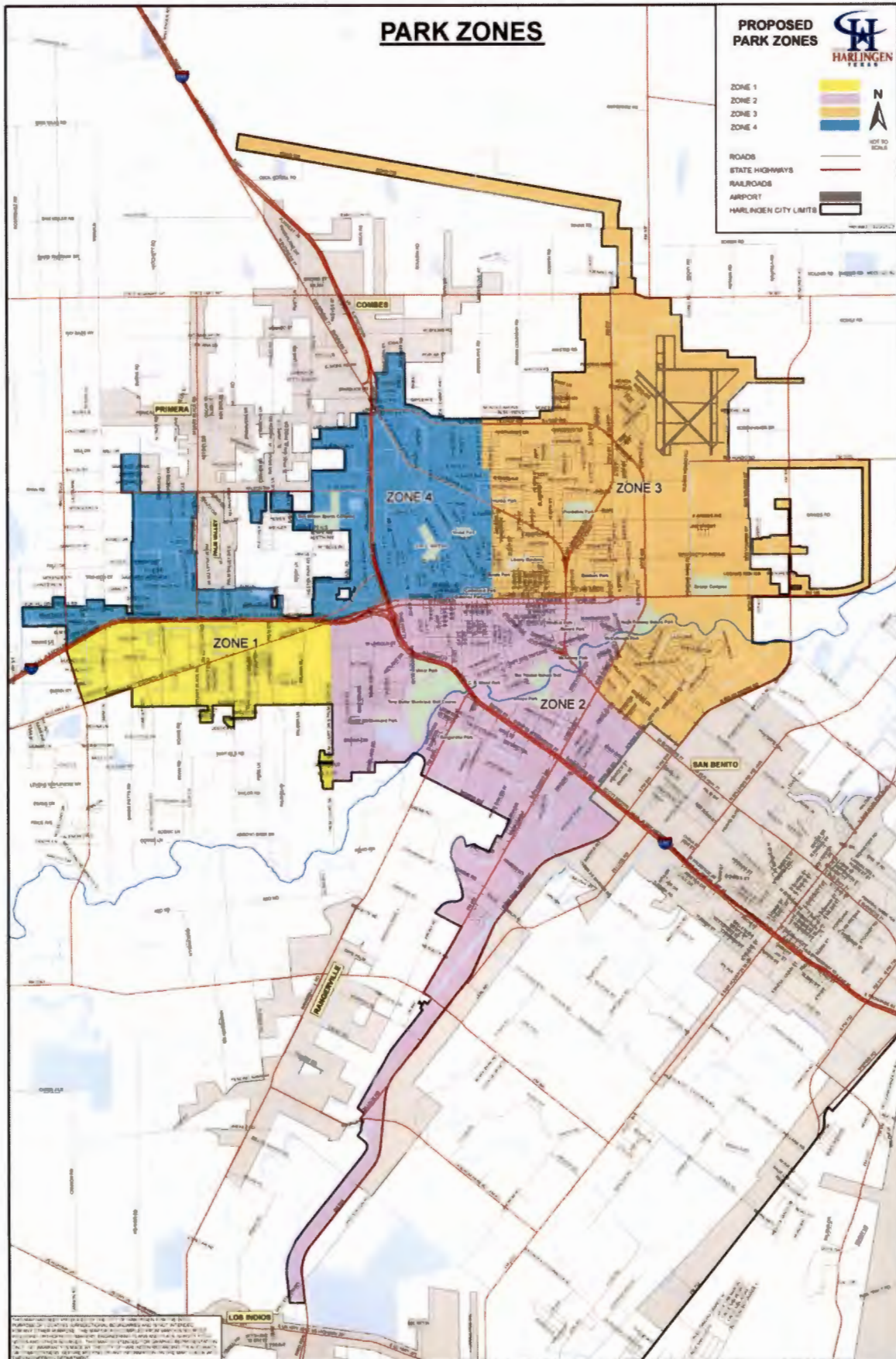
Option B



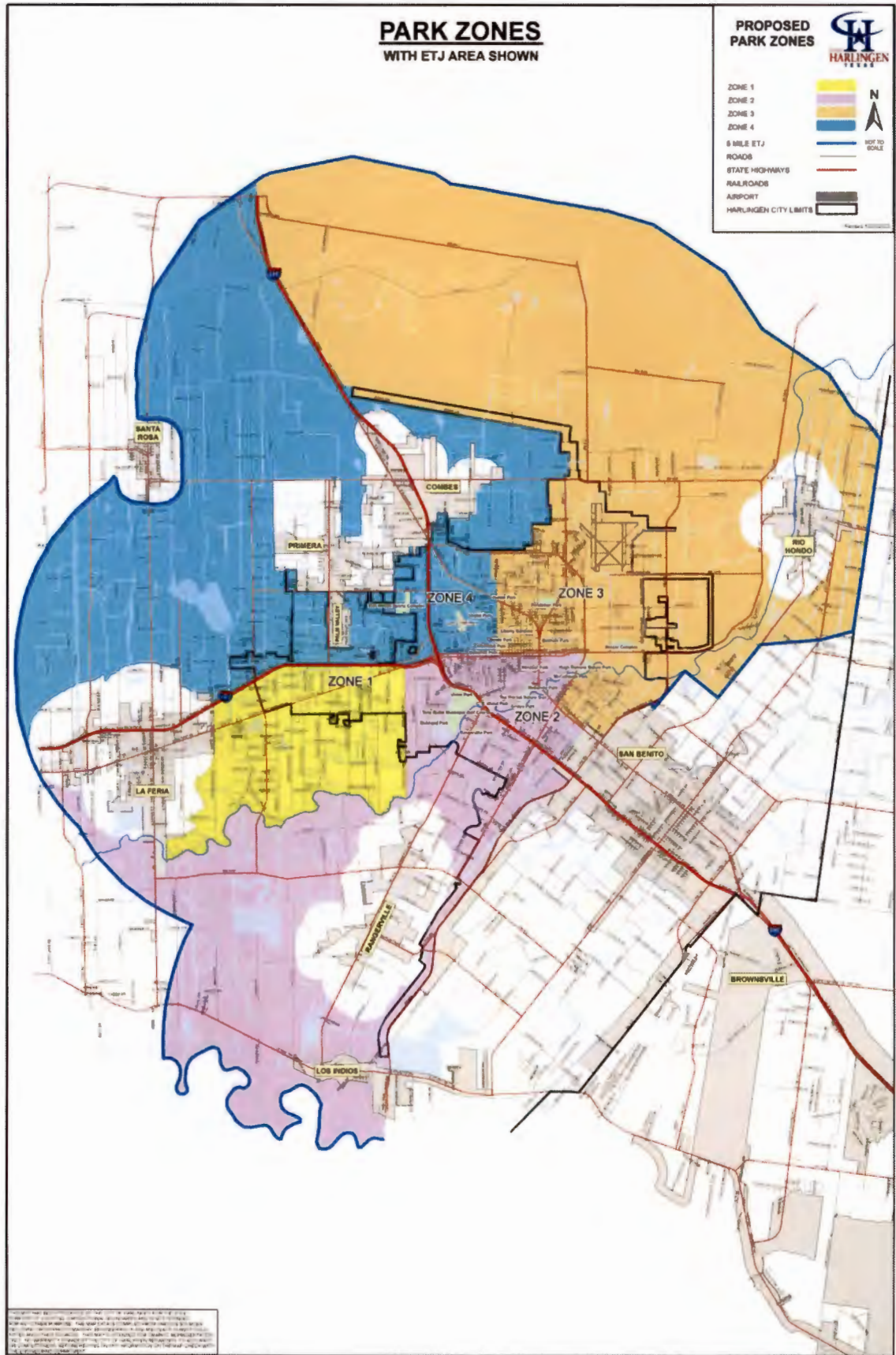
Option B



Option C



Option C



(1). General requirements.

a. Whenever a final plat is filed for approval with the city for the development of a residential or multi-family development within the city limits or within the extraterritorial jurisdiction, such plat shall contain a clear fee simple dedication of an area of land to the City for park purposes, which area shall equal two (2) acres for each 30 acres of net development. Any proposed plat submitted to the City for approval shall show the area proposed to be dedicated under this Section. The required dedication of this subsection may be met by a payment of money in lieu of land when permitted or required by the other provisions of this Section. For subdivisions within the Harlingen extraterritorial jurisdiction a payment of money in lieu of land shall be the only option. Residential or multi-family subdivisions within the extraterritorial jurisdiction in which the developer has requested voluntary annexation to the city limits, and the annexation took place, shall be exempt from the provisions of this section.

b. The City Commission declares that development of an area resulting in a land dedication smaller than two (2) acres for public parks purposes is impractical. Therefore, if fewer than 30 acres are proposed by a plat filed for approval, the developer shall be required to pay the applicable payment in lieu of land amount provided by Section 2, Money in lieu of land, rather than to dedicate any land area. No plat showing a dedication of less than two (2) acres shall be approved.

c. In instances where an area is required to be dedicated, the City Commission shall have the right to accept the dedication on the final plat, or to refuse same, after consideration of the recommendation of the Planning and Zoning Commission. If the dedication is disapproved by the City Commission, or the development is less than 30 acres in net area, a payment in lieu of land in the amount of \$450.00 per dwelling unit shall be required prior to plat recording. The fee shall increase in the amount of \$25.00 per dwelling unit after each annual anniversary of the adoption of this ordinance to be capped at \$750.00 per dwelling unit. If the actual number of dwelling units proposed for construction exceed the figure upon which the original land dedication or payment was based, such additional dedication shall be required, and shall be made by the payment per each additional dwelling unit before the building permit is issued.

d. The general criteria for the determination to accept or reject the proposed dedicated land shall be whether or not there is sufficient park area in the public domain in the area of the proposed development or if the recreational potential for that park zone would be better served by expanding or improving existing parks, or whether or not the particular property is suitable for park purposes because of traffic conditions, environmental concerns, adjacent property uses, configuration of the

property or other appropriate criteria to be established by the City Commission.

e. In those cases where developers of land provide significant amenities, such as, swimming pools, tennis courts, basketball courts, ball fields or walking trails within the development for the benefit of those residing therein, and where, with a positive recommendation from the Planning and Zoning Commission, could obtain a reduction of up to 50 percent of the required payment in lieu of land dedication.

(2). Money in lieu of land.

a. Payments may be used only for acquisition of land and improvements or for improvements to an existing park located within the same park zone as the area being developed.

b. Funds from all the park zones could be used for the acquisition of land for a regional park or for improvements to regional parks. The existing regional parks that could use funds from all the park zones are the following: Victor Park, Lon C. Hill Park, Pendleton Park, the Soccer Complex and the Wilson Sports Complex.

(3) Special fund; right to refund

a. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication for park purposes, which fund shall be known as the Park Land Dedication Fund and divided by zones as per the map in subsection (a).

b. The City shall account for all sums paid in lieu of land dedication under this Section with reference to the individual plats involved. Any funds paid for such purposes must be expended by the City within ten (10) years from the date received by the City for acquisition for development of a neighborhood park as defined herein. Such funds shall be considered to be spent on a first in, first out basis. If not so expended, the subdivision developer on the last day of such period shall be entitled to a refund of such sums without accrued interest. The developer of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

(4) Additional requirements

a. Any land dedicated to the City under this Section must be suitable for park and recreational uses and approved by the City Commission.

b. Each park must have ready access to public streets.

c. Due to this Section all residential and multi-family subdivisions within the city limits or within the extraterritorial jurisdiction will require approval of the preliminary construction plans and the final plat from the City Commission.

(5) Exemption

This Ordinance shall not apply and have no effect on any subdivision in the City that a plat application has been filed prior to the passage of this ordinance.

SECTION II: That the City Secretary of the City of Harlingen, Texas is hereby authorized and directed to cause a true copy of the caption of this ordinance to be published in a newspaper having general circulations in the City of Harlingen, Cameron County, Texas.

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 1st day of November, 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

6)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports.

Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary

- The language highlighted in the ordinance means that if the backyard of a single-family residential lot has vehicular access then the property may not, in the opinion of the Zoning Board of Adjustment, qualify for a special exception. For example, all the single-family lots in the existing subdivisions that have public alleys may not be granted the special exception by the board since the proposed carport could possibly be built within the backyard and have access from the alley.
- This language in the ordinance could be removed if desired by the City Commission to make all the Harlingen single-family lots more likely to be granted a special exception by the board to build a carport within the front setbacks.

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: ☐ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 23-_____

**AN ORDINANCE AMENDING THE CITY OF HARLINGEN
CODE OF ORDINANCES CHAPTER 111, ZONING,
ARTICLE V, SECTION 111-119 YARD SETBACK
REGULATIONS, BY ESTABLISHING A SECTION WHICH
ALLOWS A SPECIAL EXCEPTION TO BE GRANTED TO
THE MINIMUM SETBACK REQUIREMENTS FOR
CARPORTS; PROVIDING FOR PUBLICATION AND
ORDAINING OTHER MATTERS RELATED TO THE
FOREGOING**

WHEREAS, The amendments are consistent with the purpose of the One Vision One Harlingen Comprehensive Plan, which is to provide a growth-friendly economic development environment that also preserves and enhances the character of the area; and

WHEREAS, The amendments are also consistent with the goals of the One Harlingen Comprehensive Plan, of streamlining the development policies to promote Harlingen as an attractive and development option; and

WHEREAS, The amendments are also consistent with Chapter 211, Municipal Zoning Authority, Section 211.008 of the Texas Local Government Code; and

WHEREAS, The Planning and Zoning Commission has reviewed the proposed amendment and has recommended approval; and

WHEREAS, The City of Harlingen has complied with all notices and public hearings as required by law; and

WHEREAS, The City Commission of the City of Harlingen finds that it is in the best interests of the citizens of Harlingen to amend the Code of Ordinances as set forth below;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF HARLINGEN, TEXAS, THAT:**

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article V, Section 111-119, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

(D) Special exception for carports

1. The zoning board of adjustment may grant a special exception to the minimum setback requirements for a carport when, in the opinion of the board:

- a. There is no adequate vehicular access to an area behind the required front building line that would accommodate a parking space; and
 - b. The carport will not have a detrimental impact on surrounding properties.
2. In determining whether to grant this special exception, the board shall consider the following factors:
 - a. Whether the requested special exception is compatible with the character of the neighborhood.
 - b. Whether the value of surrounding properties will be adversely affected.
 - c. The suitability of the size and location of the carport
 - d. The materials to be used in construction of the carport
3. Storage of items other than motor vehicles is prohibited in a carport for which a special exception has been granted under this subsection.
4. If the Zoning Board of Adjustments grants a special exception as provided in this section, the site plan and the minutes of the Zoning Board of Adjustments meeting shall be officially recorded with Cameron County.
5. Any special exception granted under this chapter shall run with the land and may be transferred, sold, inherited, bequeathed, or devised.
6. A new special exception shall not be required upon any change or transfer in ownership of the underlying tract; a special exception granted to a previous applicant does confer any right to any other individual or corporation to maintain the carport without approval from the zoning board of adjustment.
7. No carport for which a special exception has been granted under this subsection shall exceed 400 square feet in size.

SECTION II: That the City Secretary of the City of Harlingen, Texas is hereby authorized and directed to cause a true copy of the caption of this ordinance to be published in a newspaper having general circulations in the City of Harlingen, Cameron County, Texas.

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 1st day of November, 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

7)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Discussion on possible amendments to the sign ordinance to allow more than one feather flag sign per business at one time. Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM
Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary

- Large businesses have expressed concern that they are limited to only one feather flag sign to be allowed at one time with a permit.

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 having a discussion on the subject.

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

Comments:

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

8)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

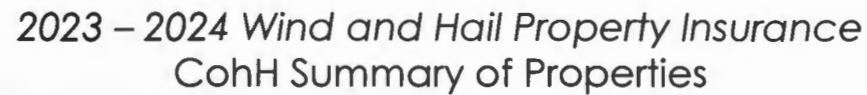
Agenda Item:	
Presentation by Daniel Hausbeck from Valley Risk Consulting, Inc., regarding the award of the Windstorm Insurance to Insurance Carriers. (Power Point) (<i>Risk Management</i>)	
Prepared By: Fabio Hernandez, Risk Management	
Brief Summary:	
Funding (if applicable):	
Are funds specifically 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:	

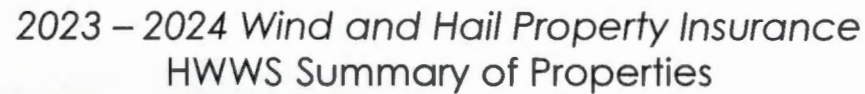


City of Harlingen

2023 – 2024 Wind and Hail Property Insurance

Presented by: Valley Risk Consulting

[illegible]

[illegible]



2023 – 2024 Wind and Hail Property Insurance
CofH and HWWS Property Values and Insurance Payment for 2022 – 2023

CofH Total Value =	\$45,609,797
HWWS Total Value =	<u>\$17,222,620</u>
Insurance Policy Property Value =	\$62,832,417

2022 to 2023 Policy Value = \$10,000,000 Per Occurrence / 5% Deductible

CofH Policy Annual Premiums for 2022 to 2023 =	\$269,395
<u>HWWS Policy Annual Premiums for 2022 to 2023 =</u>	<u>\$101,516</u>
Total =	\$370,911

Open Market Carriers with CRC: StarStone Specialty Insurance Company
Bridgeway Insurance Company
Beazley USA Services (LLOYD'S)

Agency: Carlisle Insurance 500 N Water St. Ste 900, Corpus Christi, TX 78471



2023 – 2024 Wind and Hail Property Insurance
CofH and HWWS Property Values and Insurance Payment for 2023 – 2024

CofH Total Value =	\$45,609,797
HWWS Total Value =	\$17,222,620
Insurance Policy Property Value =	\$62,832,417

2023 to 2024 Policy Value
\$10,000,000 Per Occurrence / 5% Deductible (Min \$100,000)

CofH Policy Annual Premiums for 2023 to 2024 =	\$322,748
HWWS Policy Annual Premiums for 2023 to 2024 =	\$121,872
Total =	\$444,620

2022 -2023	2023-2024	Increase
\$370,911	\$444,620	19.87%

Open Market Carriers with CRC: StarStone Specialty Insurance Company
Bridgeway Insurance Company
Beazley USA Services (LLOYD'S)

Agency: Arthur J Gallagher



2023 – 2024 Wind and Hail Property Insurance
CofH and HWWS Property Values and Insurance Payment for 2023 – 2024

CofH Total Value =	\$45,609,797
HWWS Total Value =	\$17,222,620
Insurance Policy Property Value =	\$62,832,417

2023 to 2024 Policy Coverage

- (1) CRC (Open Market) **\$7,500,000** Per Occurrence / 5% Deductible (Min \$100,000)
- (1) Texas Windstorm Ins Assoc. (TWIA) \$17,886,000 Coverage Limits / 1% Deductible

CofH - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$308,968.38
HWWS - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$129,839.32
Total = \$438,807.70

2022 -2023	2023-2024	Increase
\$370,911	\$438,807	18.31%

Open Market Carriers with CRC: Core Specialty Insurance Company
Beazley USA Services (LLOYD'S)

Agency: Victor Insurance



2023 – 2024 Wind and Hail Property Insurance
CofH and HWWS Property Values and Insurance Payment for 2023 – 2024

CofH Total Value =	\$45,609,797
HWWS Total Value =	<u>\$17,222,620</u>
Insurance Policy Property Value =	\$62,832,417

2023 to 2024 Policy Coverage

- (1) CRC (Open Market) **\$5,000,000** Per Occurrence / 5% Deductible
(1) Texas Windstorm Ins Assoc. (TWIA) \$17,886,000 Coverage Limits / 1% Deductible

CofH - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$276,311.71
HWWS - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$109,508.86
Total = \$385,820.57

2022 -2023	2023-2024	Increase
\$370,911	\$385,820	4.02%

Open Market Carriers with CRC: Core Specialty Insurance Company
Beazley USA Services (LLOYD'S)

Agency: Victor Insurance



2023 – 2024 Wind and Hail Property Insurance
CofH and HWWS Property Insurance 2023 – 2024

Recommendation:

Recommend Policy

- (1) CRC (Open Market) **\$7,500,000** Per Occurrence / 5% Deductible (Min \$100,000)
- (1) Texas Windstorm Ins Assoc. (TWIA) \$17,886,000 Coverage Limits / 1% Deductible

CofH - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$308,968.38

HWWS - CRC + TWIA Policy Annual Premiums for 2023 to 2024 = \$129,839.32

Total = \$438,807.70

Recommend Agency

Victor Insurance Managers Inc

500 Dallas Street, Suite 1400, Houston, TX 77002



2023 – 2024 Wind and Hail Property Insurance CofH and HWWS Executive Summary

This executive summary offers a concise overview of the notable changes and advantages associated with an upgraded Wind and Hail Insurance Policy for the fiscal year 2023-2024.

Valley Risk Consulting (VRC) initiated a quest for quotes from various property insurance carriers and agencies. However, complications arose due to market closures from agencies seeking quotes from insurance carriers. Consequently, the city had to transfer the Broker of Record (BOR) status to unlock the market for other agencies. VRC successfully garnered quotes from two agencies as per recommendations:

Arthur J Gallagher, exclusively from open market carriers:

- StarStone Specialty Ins (part of Core Specialty Group)
- Beazley (Lloyd's of London)
- Bridgeway Insurance Company (Munich RE)

Victor Insurance Managers Inc, which submitted quotes from both open market carriers and Texas Windstorm Ins Associates:

- Core Specialty Group
- Beazley (Lloyd's of London)
- Texas Windstorm Ins Assoc. (TWIA)

Victor Insurance Managers diligently executed an extensive marketing effort to secure the most favorable terms and conditions for the City's windstorm insurance requirements. This process involved reaching out to approximately 35 carriers, culminating in the presentation of three viable options, two of which are highlighted in this summary.

Notably, Victor Insurance Managers boasts a unique partnership with the TMLIRP pool. In the event of a Named Storm, Victor Insurance Managers will manage claims on the city's behalf, enabling the city to concentrate on other pressing emergency tasks.

Following a comprehensive market endeavor, the City of Harlingen and Harlingen Water Works System will experience a lower rate increase compared to the current average rate hike of 36% observed by others.

In light of these developments, VRC strongly recommends that the City of Harlingen and the Harlingen Water Works System opt for Windstorm and Hail coverage from Victor Insurance Managers. This decision stands to deliver substantial benefits and enhanced coverage.

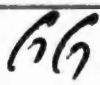


QUESTIONS?

9)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:
Consideration and possible action to accept the lowest bid from South Texas Pools and award the contract for the Lon C. Hill Destination Park Phase II construction under Bid No. 2024-01, and authorize the City Manager to execute the contract. Attachment (<i>Parks & Recreation</i>)
Prepared By: Javier Mendez, Parks & recreations Director
Brief Summary:
We received four responses to Bid No. 2024-01 and South Texas Pools was the lowest bidder with a total proposal of \$1,048,000.00. Staff checked on three of the five references they provided and all of them had great comments about their performance. I asked if there were any change orders, and whether they were on time and all responses were positive. This scope of work involves the construction of a concrete trail, 10 feet wide with solar lighting and a hydration station. There was an alternate in the bid which was the construction of a ribbon curb on both sides of the trail with decomposed crushed granite as the finished surface and was in lieu of the concrete. Staff recommends moving forward with the concrete trail, which we expect to be less upkeep. Staff also recommends approving the award to South Texas Pools and to authorize the City Manager to execute the contract.
Funding (if applicable):
Are funds specifically designated in the current budget for the full amount (Yes/No): Yes *If no, specify source of funding and amount requested:
Finance Director's approval (Yes/No/NA): Yes
Staff Recommendation:
Staff also recommends approving the award to South Texas Pools and to authorize the City Manager to execute the contract.
City Manager approval:  Comments:
City Attorney's approval:

Bid No. 2024-01 Lon C. Hill Destination Park Phase II

Bid Deadline: 2:00 P.M.

Bid Opening/Zoom Meeting at: 3:00 P.M.	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	Bid Item	Bid Amount
1. C & A Builders	YES	YES	YES	YES	YES	Base Bid	\$1,180,222.21
						Alt#1 -	-\$126,747.75
						Alt#2 +	\$27,750.00
						Total	\$1,081,224.46
2. Calidad Construction, LLC.	NO					Base Bid	
3. Cubit Contracting, LLC.	NO					Base Bid	
4. Dugouts USA	NO					Base Bid	
5. Hellas Construction, Inc.	NO					Base Bid	
6. Musco Sports Lighting, LLC.	NO					Base Bid	
7. Peacock General Contractors, Inc.	YES	YES	YES	YES	YES	Base Bid	\$1,179,350.00
						Alt#1 -	-\$58,000.00
						Alt#2 +	\$26,650.00
						Total	\$1,148,000.00
8. Rio United Builders, LLC.	YES	YES	YES	YES	YES	Base Bid	\$1,309,300.00
						Alt#1 -	-\$270,000.00
						Alt#2 +	\$32,960.00
						Total	\$1,072,260.00
9. South Texas Pools 	YES	YES	YES	NO	YES	Base Bid	\$1,168,000.00
						Alt#1 -	-\$152,000.00
						Alt#2 +	\$32,000.00
						Total	\$1,048,000.00
10. Texas Cordia Construction	NO					Base Bid	
11. VKR Landscaping	NO					Base Bid	
12. Ziwa Corporation	NO					Base Bid	

Companies contacted: 19 Picked up packets: 12 Responded: 4

103

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consider and take action to authorize the City Manager to approve a lease agreement with Yamaha Carts and Vantage Tag Systems for golf carts and a utility range cart to be used at Tony Butler Golf Course beginning in the 2023-2024 fiscal year.

Prepared By: Jeff Hart

Title: Director of Golf

Signature: *Jeff Hart*

Summary:

Summary

A lease for 74 Yamaha carts with Vantage GPS systems and a utility range cart. The 4-year lease with trade in of 74 carts (\$272,900 trade value) and a utility range picker would be \$1660 a month. The Vantage Tag Text gps system with kill switch that was recommended by the Advisory board is option B for \$15.75 a month per cart. The lease cost for 70 carts (4 held out for handicapped golfers) would be an additional \$1102.50 a month for a total lease of \$2762.50 a month.

..

Staff Recommendation:

Tony Butler Golf Course Staff and Advisory Board have unanimously agreed that carts should be replaced every 4 years. The current carts are going into their 6th year of service.

City Manager's approval:

666

☒

Yes

☐

No

☐

N/A

Comments:

This will require a budget amendment at a later date.

City Attorney's approval:

☐

Yes

☐

No

☐

N/A

10)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consider and take action to authorize the City Manager to approve a lease agreement with Yamaha Carts and Vantage Tag Systems for golf carts and a utility range cart to be used at Tony Butler Golf Course beginning in the 2023-2024 fiscal year.

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Summary:

Summary

A lease for 74 Yamaha carts with Vantage GPS systems and a utility range cart. The 4-year lease with trade in of 74 carts (\$272,900 trade value) and a utility range picker would be \$1660 a month. The Vantage Tag Text gps system with kill switch that was recommended by the Advisory board is option B for \$15.75 a month per cart. The lease cost for 70 carts (4 held out for handicapped golfers) would be an additional \$1102.50 a month for a total lease of \$2762.50 a month.

..

Staff Recommendation:

Tony Butler Golf Course Staff and Advisory Board have unanimously agreed that carts should be replaced every 4 years. The current carts are going into their 6th year of service.

City Manager's approval:

6/6

☒

Yes

☐

No

☐

N/A

Comments:

This will require a budget amendment at a later date.

City Attorney's approval:

☐

Yes

☐

No

☐

N/A



PROPOSAL EXPRESSLY PREPARED FOR



PROUDLY PRESENTED BY

JT Carney
District Sales Manager

DRIVE²



Tuesday September 19, 2023

Jeff Hart
Tony Butler Golf Course
2460 South M St
Harlingen, TX 78552

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my most sincere gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Tony Butler Golf Course. Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and our quality and image align seamlessly with that of your fine facility. We simply believe Yamaha will be the easiest and best decision you ever make.

Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive² and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility.

- Industry - Leading Factory Direct Fleet Service
- Classy Body Styling & Premium Accessories
- Ergonomic Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance and Cost of Ownership Golf Car in the Industry

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal, but building a long-term partnership as your golf car and utility fleet provider for years to come.

Most sincere regards,

A handwritten signature in black ink that reads "John T Carney".

JT Carney
District Sales Manager
(678) 551-0524
JT_Carney@Yamaha-motor.com



The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive² PowerTech AC Lithium

Drive² AC Electric (Lithium battery option available)

Drive² EFI, Golf Digest Editors' Choice Award for Best Gas Golf Car

Drive² QuieTech EFI, an Industry First

OUR STATS

3,238+ Courses have switched to Yamaha in the past 13 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.

* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.



Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:

www.yamahagolfcar.com

Our Team

President: Stephen Donnell

Division Manager, Fleet Sales & Marketing: Kevin Norcross, PGA

Regional Sales Manager: Craig Sanford

District Sales Manager: JT Carney

Inside Sales Manager: Danielle Jones

Factory Service Provider: Ben Brace

Manufacturing Facility

Yamaha Motor Manufacturing Corporation
1000 GA Hwy. 34 East
Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company
1270 Chastain Rd. NW
Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)
1270 Chastain Rd. NW
Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)
6555 Katella Ave.
Cypress, CA 90630





Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

Facebook: <https://www.facebook.com/YamahaGolfCarCompany>

Twitter: <https://twitter.com/yamahagolfcars>

YouTube https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg

Instagram: <https://instagram.com/yamahagolfcar>

Google + <https://plus.google.com/+Yamahagolfcarcompany>



Listing of our Video Testimonials:

<https://www.yamahagolfcar.com/testimonials/>

2017 Drive2 Launch Video:

<https://www.youtube.com/watch?v=45RaUUgUqnY&t=40s>

2018 UMAX Utility Launch Video:

https://www.youtube.com/watch?v=6M9HE_K5Q0E

2022 Drive2 Lithium Launch Video:

https://www.youtube.com/watch?v=M_Ps6nlxBEg



Our Partners

Official Golf Car:



Affiliate Member:



Silver Sponsor:



Member:



Section Sponsor:

Alabama - NW Florida Section, PGA
Carolinas Section, PGA
Georgia Section, PGA
Gulf States Section, PGA
New England Section, PGA
North Texas Section, PGA
Northern California Section, PGA
Southern California Section, PGA
South Central Section, PGA
South Florida Section, PGA
South Texas Section, PGA
Tennessee Section, PGA

Great Incentives When You Convert or Renew Your Golf Car Fleet



Yamaha is the “Official Golf Car Partner” of the National Golf Course Owners Association.

NGCOA members receive valuable incentives, including rebates, on Yamaha’s golf car and utility vehicle purchases and leases.

You’ll appreciate Yamaha’s technical **Innovation and advancements**—including the YamaTrack GPS fleet management utility—and will find satisfaction and value in Yamaha’s **superior customer service**.

ALREADY AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive a \$50 rebate per golf car*

OR

- **Renew** your current Yamaha contract and receive one FREE registration for NGCOA’s Golf Business Conference—an \$800 value

NOT YET AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive one year of NGCOA membership FREE, and one FREE registration for NGCOA’s Golf Business Conference—a combined \$1,250+ value

OR

- **Renew** your current Yamaha contract and receive one year of NGCOA membership FREE— a \$450+ value

Learn more about the benefits of membership at www.ngcoa.org/membership/join, and contact Sherea Malcolm, Assistant Director of Membership, at smalcolm@ngcoa.org or 302-399-1652 with any questions.

NGCOA members who **joined prior to 03/31/18** receive the rebate payment following the **Yamaha contract date**.
After 04/01/18, new NGCOA members joining with a **1-year membership** receive the rebate payment following their **2nd year renewal**.
After 04/01/18, new NGCOA members joining with a **2-year membership** receive the rebate payment following the **Yamaha contract date**.
*Rebates are processed quarterly.



Proposed Equipment and Accessories

2025 Yamaha Drive² AC Electric (Fleet) Golf Car

Standard Vehicle Equipment

Description

Trojan T-875 8-Volt Battery, Set of (6)

- Comes standard with HydroLink single-point water system

48-volt AC Motor with Toyota Industries-built controller

Cradle-Smooth Rear Suspension

TruTrack II Fully-Independent, Automotive-Style Front Suspension

HybriCore Chassis

Removable Modular Body Panels

Energy-Absorbing (5) MPH Impact-Rated Bumpers

Rack-and-Pinion Steering and Drum Brakes

Enhanced Automotive-Style Dash

ClimaGuard Top with Dual Rain Gutters



Installed Options

Description

Dual Sand Bottles w/ Handles

Custom Club Logo on Front of Car

Clip-On Information Holder

Polycarbonate Clear, Hinged Windshield

Color-Matched Custom Number Decals (2 per car)

Silver Aluminum Wheel Covers (4)

USB Charging Ports

On-Board Towing Systems



DRIVE²



Proposed Equipment and Accessories

2025 Yamaha Drive² EFI (Fleet) Golf Car

Standard Vehicle Equipment

Description

Yamaha-Built 357 cc Gas Engine
TruTrack II Fully-Independent, Automotive-Style Front Suspension
HybriCore Chassis
Removable Modular Body Panels
Sentry Wraparound Protection System w/ 5 MPH-Rated Bumpers
Rack-and-Pinion Steering and Drum Brakes
Enhanced Automotive-Style Dash
ClimaGuard Top with Dual Rain Gutters



Installed Options

Description

Dual Sand Bottles w/ Handles
Custom Club Logo on Front of Car
Clip-On Information Holder
Polycarbonate Clear, Hinged Windshield
Color-Matched Custom Number Decals (2 per car)
Silver Aluminum Wheel Covers (4)
USB Charging Ports
On-Board Towing Systems



DRIVE²



Superior Battery Performance

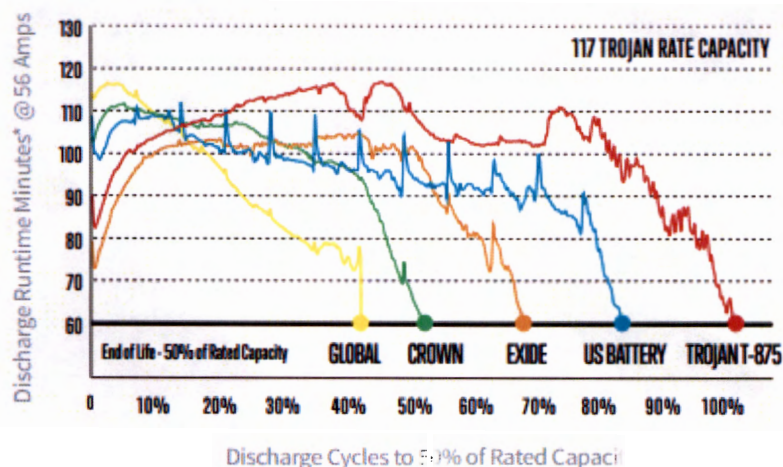


Yamaha uses only the industry-best Trojan T-875 Deep Cycle 8-Volt batteries. When you are an industry leader, exaggerated competitor claims are common, but Trojan Battery Company believes that the proof is in the performance. Trojan is the only battery company that provides sustained capacity over the life of the battery and is the only company to meet their published capacity rating during independent testing. When choosing your electric fleet batteries, three important questions come to mind:

1. Will the battery perform?
2. Will the battery last?
3. Will the battery be reliable over time?

Yamaha is committed to providing you with the battery configuration that answers, "Yes" to all of these important questions. It's simple, really - we took the best battery and put it in the best golf car.

INDEPENDENT LABORATORY TESTING OF 8-VOLT BATTERIES



*Based on the averaging of two completed separate tests on two batteries for each brand.



Drive² Fleet Color Options





Proposed Equipment and Accessories

2025 Yamaha UMAX ONE EFI Range Picker

Standard Vehicle Equipment

Description

Yamaha-Built 402 cc EFI Gas Engine

TruTrack II Fully-Independent, Automotive-Style Front Suspension

Swing arm with DUAL RATE coil springs over hydraulic shock absorbers

HybriCore Chassis

Self-compensating double reduction helical rack-and-pinion steering

Self-adjusting mechanical, rear-wheel drum brakes

Cargo Bed Dimensions: 33.2" x 45.9" x 11.9"

300 lb cargo bed load capacity

20x10-10 tires



Installed Options

Description

Universal Picker Adapter

Steel Range Cage

USB Ports

In-Dash Fuel Gauge / Hour Meter





YAMATRACK

BACK OFFICE

- Sell and upload custom on-screen advertising to increase course revenue.
- Check car amp hours and battery levels instantly to improve fleet rotation and optimize battery life.
- Monitor the pace of play to maximize rounds and enhance the player experience.
- View your course map to see where cars currently are or view their location history.
- Utilize GPS geo-fencing to keep cars out of sensitive areas around the golf course.
- Use the overnight lockdown feature to secure your cars and avoid losses.
- Generate custom reports to help you make informed decisions about your golf operation.
- Send messages directly to cars while they are on the course to ensure timely communication and player safety.



PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures players that support is just around the corner, so they can spend more energy on their game.

- Customize your course's mobile player app to include your club logo and food & beverage menu.





4-Year Limited Warranty for Drive² Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System *See Trojan Warranty Statement for details
Steering / Suspension Components	4 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first
Brakes (Excluding Shoes / Pads)	4 Years		*See Trojan Warranty Statement for details
Sun Top	4 Years	RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first *See RoyPow Battery Warranty Statement for details
Electrical Wires, Switches, and Relays	3 Years	Battery Charger and Cord	4 Years
Pedal Assy	3 Years	Electric Motor and Controller	4 Years
Body Parts	3 Years	Charger Receptacle	4 Years
Bumpers / Bag Carrier	3 Years	Throttle Position Sensor	2 Years
Seats	2 Years	Gas Car Specific Parts	Warranty Period
Scorecard Holder	2 Years	Gas Engine	4 Years
Floor Mats	2 Years	Starter Generator	4 Years
Common Accessories	Warranty Period	Exhaust / Intake	4 Years
Genuine Yamaha Fleet Accessories	3 years* *Refer to the Accessory Warranty Statement for details	Clutch (Excluding Drive Belt)	4 Years
		Throttle / Control Cables	3 Years
		Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 09/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)



4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 25,000 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / $(1 - ((80 - \text{TEMP}) / 100) \times 0.64)$.
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

EFFECTIVE DATE: 07/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ *(Initial)*



Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Tony Buter Golf Course is Ben Brace. Ben has been with Yamaha for many years and has received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, Ben's contact information is listed below.

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

Factory Service Provider

Ben Brace

470-591-9441

Ben_Brace@yamaha-motor.com





WELCOME TO SOS

THE SERVICE OPERATIONS SYSTEM FROM YAMAHA



TAKE COMMAND OF YOUR FLEET FROM YOUR COMPUTER OR SMARTPHONE.
SOS OFFERS A NEW LEVEL OF TRANSPARENCY, ACCOUNTABILITY AND CONVENIENCE.

- **REQUEST** repairs quickly and easily
- **PLAN** for scheduled maintenance
- **TRACK** the status of every car throughout the entire service cycle

With the portability of SOS, you can see and track the status of your service request no matter where you are – from home, the office, the course or the cart barn. That means less hassle, more profit potential and total peace of mind.



Simply scan the QR code with your phone to watch our video tutorial. More complete fleet management is just minutes away.



YamahaGolfCar.com | (866) 747-4027 |     



Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)



Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Tony Butler Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least nine (9) holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four (4) serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Tony Butler Golf Course understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

- 1.) Severely damaged or missing chargers
- 2.) Inoperable cars
- 3.) Minor damage (damage to bodies, bumpers, or seats)
- 4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades
_____ (Initial)



References

Local Yamaha Customers

- | | |
|---|---------------------------------|
| 1) River Crossing Golf Club, Spring Branch, TX | Mark Mattox, (830) 904-4653 |
| 2) Tierra Santa Golf Club, Weslaco, TX | Adrian Livas, (956) 973-1811 |
| 3) Champion Lakes, McAllen, TX | Carlos Espinoza, (956) 681-3444 |
| 4) South Padre Island Golf Club, Laguna Vista, TX | Jack Blundell, (956) 943-5678 |
| 5) Tierra Del Sol, Pharr, TX | Frank Nunez, (956) 702-2320 |

Regional Yamaha Customers

- 1) Preston Trail Golf Club, Dallas, Texas
- 2) Ridgewood Country Club, Waco, Texas
- 3) Crown Colony Country Club, Lufkin, Texas
- 4) Chattanooga Golf & Country Club, Chattanooga, Tennessee
- 5) Ballantrae Golf Course, Pelham, Alabama

National Yamaha Customers

- 1) Pine Needles, Pinehurst, North Carolina
#12 on *Golf Digest* "Top 100 Courses in the U.S.A."
- 2) Cog Hill, Lemont, Illinois
#51 on *Golf Digest* "Top 100 Public Courses in the U.S.A."
- 3) PGA West, La Quinta, California
Stadium Course - #4 on *Golf Digest* "100 Toughest Courses.."
- 4) Sand Hills Golf Club, Mullen, Nebraska
#10 on *Golf Digest* "Top 100 Courses in the U.S.A."
- 5) Kittansett Club, Marion, Massachusetts
#77 on *Golf Digest* "Top 100 Public Courses in the U.S.A."
- 6) French Lick Resort, French Lick, Indiana
#117 according to *Golf Digest*



Proposal Details and Acceptance

Golf Car Pricing :

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
EFI Fleet Cars	74	48 Months	\$19.50	\$1,443.00	42 Months
Range Picker	1	48 Months	\$217.00	\$217.00	42 Months
Total				\$1,660.00	

- Early Roll Option:

Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

TRADES:

Yamaha Golf-Car Company offers \$3,600.00 per car for sixty-four (64) 2019 and \$4,250 per car for ten (10) Club Car Tempo Gas golf cars. Total trade in value applied is **\$272,900**. Trade value assumes all cars are in running condition. As shown below, the trade value is being applied to net down the new car price. Upon delivery of new cars, Yamaha assumes ownership of all traded equipment.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow. **All prices listed above are subject to change without notice.**

This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: John Flanery Date: 9/19/2023

Tony Butler Golf Course

Yamaha District Sales Manager

Accepted by: Rj Butler Date: 9/19/2023
Yamaha Regional Manager



Fleet Purchase Pricing Details

<u>NEW CAR PRICING:</u> (74) 2025 Yamaha Drive ² EFI Golf Cars	\$6,275.00 per car	\$464,350.00
(1) 2025 Yamaha UMAX ONE Range Unit	\$11,760.00	\$11,760.00
<u>TRADES PRICING:</u> (64) 2019 Club Car Tempo Gas	\$3,600.00 per car	\$230,400.00
(10) 2023 Club Car Tempo Gas	\$4,250.00 per car	\$42,500.00
<u>TOTAL DUE:</u>		<u>\$191,450.00</u>

TERMS:

All prices listed above are subject to change without notice.

Cashier's Check Due at Delivery

TRADES:

Yamaha Golf-Car Company offers \$3,600.00 per car for sixty-four (64) 2019 and \$4,250 per car for ten (10) Club Car Tempo Gas golf cars. Total trade in value applied is **\$272,900**. Trade value assumes all cars are in running condition. As shown below, the trade value is being applied to net down the new car price. Upon delivery of new cars, Yamaha assumes ownership of all traded equipment.

This quotation is valid for Seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: John J. Carney Date: 9/19/2023
Tony Butler Golf Course Yamaha District Sales Manager

Accepted by: Liz Fabel Date: 9/19/2023
Yamaha Regional Manager



Proposal Details and Acceptance

Golf Car Pricing :

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
AC Fleet Cars	74	48 Months	\$32.75	\$2,423.50	42 Months
Range Picker	1	48 Months	\$217.00	\$217.00	42 Months
Total				\$2,640.50	

- Early Roll Option:

Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

TRADES:

Yamaha Golf-Car Company offers \$3,600.00 per car for sixty-four (64) 2019 and \$4,250 per car for ten (10) Club Car Tempo Gas golf cars. Total trade in value applied is **\$272,900**. Trade value assumes all cars are in running condition. As shown below, the trade value is being applied to net down the new car price. Upon delivery of new cars, Yamaha assumes ownership of all traded equipment.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow. **All prices listed above are subject to change without notice.**

This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____

Tony Butler Golf Course

Accepted by: John J. Carney Date: 9/19/2023

Yamaha District Sales Manager

Accepted by: Ry Hibel Date: 9/19/2023

Yamaha Regional Manager



Fleet Purchase Pricing Details

<u>NEW CAR PRICING:</u> (74) 2025 Yamaha Drive ² AC Golf Cars	\$6,800.50 per car	\$503,237.00
(1) 2025 Yamaha UMAX ONE Range Unit	\$11,760.00	\$11,760.00
<u>TRADES PRICING:</u> (64) 2019 Club Car Tempo Gas	\$3,600.00 per car	\$230,400.00
(10) 2023 Club Car Tempo Gas	\$4,250.00 per car	\$42,500.00
<u>TOTAL DUE:</u>		<u>\$230,337.00</u>

TERMS:

All prices listed above are subject to change without notice.

Cashier's Check Due at Delivery

TRADES:

Yamaha Golf-Car Company offers \$3,600.00 per car for sixty-four (64) 2019 and \$4,250 per car for ten (10) Club Car Tempo Gas golf cars. Total trade in value applied is **\$272,900**. Trade value assumes all cars are in running condition. As shown below, the trade value is being applied to net down the new car price. Upon delivery of new cars, Yamaha assumes ownership of all traded equipment.

This quotation is valid for Seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: John J. Carney Date: 9/19/2023
Tony Butler Golf Course Yamaha District Sales Manager

Accepted by: [Signature] Date: 9/19/2023
Yamaha Regional Manager

11)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Presentation by Harlingen Chief of Police Michael Kester of audio video equipment and software that allows for cloud storage and possible action to authorize the City Manager, on behalf of the Harlingen Police Department to enter into a contract to upgrade and replace the Police Department's said equipment. Attachment (**Police**).

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

Signature: *Michael Kester*

Brief Summary:

The Harlingen Police Department needs to update and replace an aging audio/video system that includes in-car cameras, body cams and cloud storage of evidentiary videos. After getting presentations and quotes from several companies, Chief Kester will present the results and recommendation for a 5-year contract.

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: Current Budget fund balance. Total cost \$990,000 (\$398,000 initially and 4 - \$148,500 payments each year for a 5-year term)

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

For Street Closures ONLY, Fire Chief's approval:

☐ Yes ☐ No ☐ N/A

City Manager's approval:

6/6

☒ Yes ☐ No ☐ N/A

Comments:

This will require a budget amendment to cover the \$398,000 now, the Chief Kester can budget for the remaining installments.

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

**HARLINGEN POLICE DEPT.
EXECUTIVE OVERVIEW ESTIMATE**



5-YEAR QUOTE SUMMARY

**OFFICER SAFETY PLAN 10 PREMIUM WITH
AXON FLEET 3 FOR
HARLINGEN POLICE DEPARTMENT**

Prepared By: Erin Perkins
Email: eperkins@axon.com
Phone: 405-519-1787
17800 North 85th Street
Scottsdale, AZ 85255

AXON



TABLE OF CONTENTS

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EXECUTIVE OVERVIEW

With Axon's Officer Safety Plan 10 Premium with Axon Fleet 3 bundle, Harlingen Police Department can gain access to an ecosystem of connected hardware and software. The solutions included in the Officer Safety Plan 10 Premium with Axon Fleet 3 bundle were designed to integrate with one another and intentionally built to help improve upon day to day law enforcement activities. By bundling these solutions into one cost effective package, Harlingen Police Department can begin leveraging all of the necessary tools to improve efficiencies across your agency and keep your officers and communities safe.

By investing in our solutions as a bundle—versus a la carte purchases Harlingen Police Department will receive an overall savings of 15% throughout a 5 year contract.

For your convenience, we have also included a link to our [Master Services and Purchasing Agreement](#) for you to review.

If you have any questions regarding our solutions or pricing, please contact

POINT OF CONTACT

Erin Perkins

Key Account Leader

405 519 1787

eperkins@axon.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Harlingen Police Department to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

COST OVERVIEW

CONTRACT LENGTH AND REFRESHES	
Program Length	5 Years (60 Months)
Refresh Schedule	Axon Body Worn Cameras - 30 and 60 Months
	Axon Docks - 30 and 60 Months
	VR Headset and Tablet Refresh - 60 Months
BILLING SCHEDULE	
Year 1	\$374,790
Year 2	\$843,277.50
Year 3	\$843,277.50
Year 4	\$843,277.50
Year 5	\$843,277.50
SAVINGS OVERVIEW	
Estimated Savings per Year	\$562,185.00
Total Savings Offered	15%
TOTAL	
Total Program Cost	\$3,747,900.00
Estimated Total w/ Tax	\$3,747,900.00

Commented [ET1]: @Sales-Rep, please review refresh schedule and remove products that do not apply

STORAGE OVERVIEW

With the collection of Harlingen's digital evidence on the rise, having access to a highly scalable cloud storage solution capable of housing both Axon and non Axon data is of the utmost importance. Especially when you need a reliable storage array to quickly access, manage, and share your data. With our proposed solution, Axon is offering Harlingen the following storage amounts to ensure your data is available all from one place.

AVAILABLE STORAGE BREAKDOWN	
LICENSE TIER	STORAGE AMOUNT
A-la-Carte Storage	n/a
Axon Device Data Storage	Unlimited
Axon Evidence Storage	Unlimited
Third-Party Storage	Unlimited



SOLUTION DELIVERABLES

Axon's Officer Safety Plan 10 Premium with Axon Fleet 3 bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Harlingen Police Department will receive the following program features and products to help you meet your goals:

HARDWARE COMPONENTS

ENERGY WEAPONS

- ▶ TASER 10 Energy Weapons
- ▶ TASER 10 Battery Packs
- ▶ TASER 10 Safari and Holsters
 - ▶ Right-Hand and Left-Hand
- ▶ TASER 10 Docks and Wall Mounts
- ▶ TASER 10 Cartridges and Magazines
- ▶ HALT Suits
- ▶ HALT Targets and Target Frames

BODY-WORN CAMERAS

- ▶ Axon Body-Worn Cameras
- ▶ Axon Body-Worn Cameras Docks, Wall Mounts, and Accessories
- ▶ Axon Body-Worn Camera Mount per Camera

IN-CAR CAMERA SYSTEMS

- ▶ Axon Fleet 3 Camera Kits
- ▶ Cradlepoint iBR900 Routers
- ▶ Axon Signal Units
- ▶ Argon Antennas
- ▶ Axon Fleet SIM Cards

AUTOMATIC SENSORS

- ▶ Axon Signal Sidearm Kits
- ▶ Axon Signal Sidearm Spare Batteries

VR TRAINING

- ▶ HTC Focus Headsets and VR Controller Kits
- ▶ Samsung S7+ Tablets and Cases
- ▶ Glock 19 Controllers
- ▶ TASER Energy Weapon Controllers

Program Benefits	BWC, Fleet, T10 (100), IR and VR	BWC, Fleet, T7 (50)	BWC, Fleet
Number of BWC	150	120	120
TASER	TASER 10, 100	TASER 7, 50	
Two BWC Hardware Upgrades	✓	✓	✓
Unlimited Axon Storage	Unlimited	Unlimited	Unlimited
Auto Tagging	✓	✓	✓
Respond (BWC GPS)	✓	✓	✓
Respond+ (BWC Livestreaming)	✓	✓	✓
All Cartridges & Batteries	✓	✓	✓
TASER Training Included	✓	✓	✓
Signal Sidearm	✓	✓	✓
Redaction Assistant	✓	✓	✓
Performance	✓	✓	✓
Records	✓	✓	✓
3 rd Party Video Playback	✓	✓	✓
Standards - Use of Force Reporting	✓	✓	✓
Interview Room	✓		
Virtual Reality	✓		
Auto Transcription	✓	✓	✓
3rd Party Storage	Unlimited	Unlimited	Unlimited
My90	✓	✓	✓
Fleet	50	50	50
ALPR	✓	✓	✓
Full Installation and Training	✓	✓	✓
Budgetary Estimate	\$3,747,900.00	\$2,727,280.00	\$2,574,400.00



PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Quotation (Open)
Quote #: 1017685 1 rev of 1
Modified Date: Jul 26, 2023 10:44 AM CDT
Description: BWC & Cradlepoint

Customer Contact
Moore, Sgt. Larry

Customer
Harlingen Police Dept. (HP5031)
Moore, Sgt. Larry
, TX United States

Bill To
Harlingen Police Dept.
, TX
United States

Ship To
Harlingen Police Dept.
, TX United States

Customer PO:

Terms:
Undefined

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Year 1					
	BODY WORN CAMERA (BC-03)-64GB + FHD/HD/WVGA + WIFI + GPS + BLE, 1 YEAR HARDWARE	OVWX3XXXXXX1	\$449.00	120	\$0.00	\$0.00
	BWC BC-03 EXTENDED BATTERY	OBX03U	\$69.00	120	\$57.98	\$6,957.60
	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	OD3DDU	\$1,399.00	15	\$1,427.55	\$21,413.25
	BODY WORN CAMERA MAGNETIC (DOUBLE-SIDED) MOUNT	ORB363	\$79.00	120	\$78.20	\$9,384.00
	BODY WORN CAMERA (BC-03), MAGNETIC QUICK RELEASE CHARGING USB CABLE (3.94 FT)	ORB42X	\$69.00	50	\$57.98	\$2,899.00
	BODY WORN CAMERA (BC-03) - SINGLE PORT DOCK (VD-03), WITH 40W VEHICLE ADAPTER	ORB51X	\$165.00	120	\$138.65	\$16,638.00
	BODY WORN CAMERA (BC-03) - SINGLE PORT DOCK (VD-03), WITH 24W AC ADAPTER (US)	ORB615	\$126.00	120	\$105.88	\$12,705.60
	Getac Trigger Box	OTX11X	\$149.00	50	\$152.03	\$7,601.50
	Wireless camera control box					
	VR-X20 for In Car Video - VR-X20 i5 Only with Blackbox Recording, Display (CU-D50), ZeroDark FHD Dual Omni IP Camera CA-NF22-180/70, ZeroDark FHD IP Camera CA-NF21-146IR, Winng kut (25ft) 1YHW	OVMKEXFAXX1	\$5,554.00	50	\$3,407.03	\$170,351.50
	Ethernet Cable - RJ45/CAT5e (25 ft)	ONX0GX	\$19.00	50	\$15.96	\$798.00
	MOUNTING BRACKET (VISOR) - FRONT CAMERA AND DISPLAY (CU-D50)-2020 INTERCEPTOR	591GVS000035	\$89.00	50	\$74.78	\$3,739.00
	GETAC VIDEO SOLUTION ON-SITE CONSULTING	OZX01X	\$2,700.00	1	\$2,479.58	\$2,479.58
	Getac Video Solution - Remote Setup, Configuration, or Pre-Testing - Per day	OZX04X	\$1,400.00	1	\$1,428.57	\$1,428.57
	TIER 2 CLOUD DEPLOYMENT SERVICE, 2 REMOTE SETUP DAYS / UP TO 5 DAYS ONSITE (PROJ)	OZX08X	\$16,300.00	1	\$16,632.65	\$16,632.65
	GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	\$88.00	2040	\$54.02	\$110,200.80
	Note: 170 licenses x 12 months = 2,040					
	GETAC CLOUD - VIDEO LICENSE AND MAINTENANCE (PER DATA MOVER SOFTWARE DEVICE) PER	OUA07X	\$17.00	180	\$8.90	\$1,602.00
	Note: 15 Multidocks x 12 months = 180					
	5-yr NetCloud Mobile Performance Essentials Plan, Advanced Plan, and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	MBA5-19005GB-GA	\$3,999.00	50	\$3,058.05	\$152,902.50
	Bundle Subtotal		\$824,475.00	1	\$537,733.56	\$537,733.55
2	Year 2					
	BODY WORN CAMERA (BC-03) - BC-03 EXTENDED WARRANTY	GE-SVBFEXT1Y	\$77.99	120	\$72.92	\$8,750.40
	BODY WORN CAMERA (BC-03) - VD-03 DOCK - EXTENDED WARRANTY - YEAR 2	GE-SVBGEXT1Y	\$13.49	240	\$12.61	\$3,026.40
	BODY WORN CAMERA (BC-03) - MD-03 DOCK W/ 120W - EXTENDED WARRANTY - YEAR 2	GE-SVMHEXT1Y	\$109.99	15	\$102.85	\$1,542.75
	DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	GE-SVDNEXT4Y	\$849.00	50	\$835.75	\$41,787.50
	Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5	GE-SVTGEXT4Y	\$59.99	50	\$56.09	\$2,804.50
	GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	\$88.00	2040	\$54.02	\$110,200.80
	Note: 170 licenses x 12 months = 2,040					
	GETAC CLOUD - VIDEO LICENSE AND MAINTENANCE (PER DATA MOVER SOFTWARE DEVICE) PER	OUA07X	\$17.00	180	\$8.90	\$1,602.00
	Note: 15 Multidocks x 12 months = 180					
	Bundle Subtotal		\$242,275.75	1	\$169,714.34	\$169,714.35
3	Year 3					

BWC (BC-4K), 128GB + WiFi + GPS + BLE, 1 year hardware warranty Remark: SKU for refresh bugetary purpose only (25th months device refresh option program)	OVWX4XXXXX21	\$579.00	120	\$573.09	\$68,770.80
Body Worn Camera (BC-4K) - Single Port Dock (VD-04U), includes USB AC adapter, USB Type C-to Type-C Cable (3.28ft). Remark: SKU for refresh bugetary purpose only (25th months device refresh option program)	ORB25U	\$107.00	120	\$105.90	\$12,708.00
Body Worn Camera (BC-4K), magnetic quick release charging USB cable (3.28 ft). Remark. SKU for refresh bugetary purpose only (25th months device refresh option program)	ORB45X	\$39.00	120	\$38.61	\$4,633.20
Body Worn Camera (BC-4K) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface. Remark: SKU for refresh bugetary purpose only (25th months device refresh option program)	ORB62U	\$126.00	120	\$124.71	\$14,965.20
GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	\$88.00	2040	\$54.02	\$110,200.80
Note: 170 licenses x 12 months = 2,040					
GETAC CLOUD - VIDEO LICENSE AND MAINTENANCE (PER DATA MOVER SOFTWARE DEVICE) PER	OUA07X	\$17.00	180	\$8.90	\$1,602.00
Note: 15 Multidocks x 12 months = 180					
Bundle Subtotal		\$284,700.00	1	\$212,880.00	\$212,880.00
4 Year 4					
BC-4K REFRESH PROGRAM EXTENDED WARRANTY -YEAR2&3	GE-SVBKRFF2Y	\$174.99	120	\$167.09	\$20,050.80
MD-04D REFRESH PROGRAM EXTENDED WARRANTY - YEAR 2&3	GE-SVMKRFF2Y	\$129.99	15	\$124.12	\$1,861.80
VD-04 Refresh Program Extended Warranty - Year 2&3 - Getac, VD-04, BWC 1st Refresh Program warranty, 2, Year	GE-SVVD RFF2Y	\$19.99	120	\$19.67	\$2,360.40
GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	\$88.00	2040	\$54.02	\$110,200.80
Note: 170 licenses x 12 months = 2,040					
GETAC CLOUD - VIDEO LICENSE AND MAINTENANCE (PER DATA MOVER SOFTWARE DEVICE) PER	OUA07X	\$17.00	180	\$8.90	\$1,602.00
Note: 15 Multidocks x 12 months = 180					
Bundle Subtotal		\$207,927.45	1	\$136,075.80	\$136,075.80
5 Year 5					
GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	\$88.00	2040	\$54.02	\$110,200.80
Note: 170 licenses x 12 months = 2,040					
GETAC CLOUD - VIDEO LICENSE AND MAINTENANCE (PER DATA MOVER SOFTWARE DEVICE) PER	OUA07X	\$17.00	180	\$8.90	\$1,602.00
Note: 15 Multidocks x 12 months = 180					
Bundle Subtotal		\$182,580.00	1	\$111,802.80	\$111,802.80

*These items are custom built and are not returnable once ordered.

Subtotal: \$1,168,206.50
Total: \$1,168,206.50
(List Price: \$1,741,958.20)



UTILITY.

Harlingen TX Police Service Agreement Proposal - Final

Harlingen TX Police

Harlingen, TX 78550

Michael Kester

mkester@harlingentx.gov

956-244-0430

Reference: 20230811-233142828

Quote created: August 11, 2023

Quote expires: October 22, 2023

Quote created by: Clay Campbell

Business Manager

ccampbell@utility.com

+18329539849

Comments from Clay Campbell

Utility is honored to be considered for providing The Harlingen Police Department our industry leading technology for its' officers and the community that they serve.

Products & Services

Item & Description	Quantity	Unit Price	Total
EOS w/ Rocket Communications, In-Car Video & ALPR Bundle - 5YR	5	\$25,640.00	\$94,868.00
EOS Camera and Mount, CAD Activation, Media Controller, Holster Sensor, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, ALPR Hardware Bundle, Battery Backup, OBD II, Polaris SaaS, Warranty, and 24/7 Technical Support.			after 26% discount for 5 years
EOS and In-Car Video System with Rocket Communications Bundle - 5YR	45	\$15,590.00	\$519,147.00
EOS Camera and Mount, CAD Activation, Media Controller, Holster Sensor, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support.			after 26% discount for 5 years

Item & Description	Quantity	Unit Price	Total
EOS Bundle - 5YR	70	\$7,220.00	\$373,996.00
EOS Camera and Mount Media Controller, Holster Sensor, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.			after 26% discount for 5 years
CAD Integration	1	\$15,000.00	\$11,100.00
			after 26% discount
One-time subtotal			\$999,111.00
Rounding Discount			(\$9,111.00)
Total			\$990,000.00

Purchase terms

Signature

Signature

Date

Printed name

Payment Schedule

Name	Due date	Amount
Payment 1	Due Upon Signing	\$396,000.00
Payment 2	Due on Anniversary Date of Signing	\$148,500.00
Payment 3	Due on Anniversary Date of Signing	\$148,500.00
Payment 4	Due on Anniversary Date of Signing	\$148,500.00
Payment 5	Due on Anniversary Date of Signing	\$148,500.00

August 29, 2023

Chief Michael Kester
Harlingen Police Department
1018 Fair Park Blvd.
Harlingen, TX 78550

Dear Chief Kester,

Utility Associates, Inc. (UA, herein) is honored the Harlingen Police Department has selected our Company to provide its Officers with the EOS / Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Police Departments and Agencies who have deployed Utility – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that the Harlingen Police Department intends to enter into with our Company:

1. Services Pricing Proposal:

- a. BWC & vehicle video & communications systems to support a total of 120 Officers and 50 police vehicles
- b. Period of agreement = Five (5) years from date of authorized signature
- c. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, EOS generated data storage/retrieval, warranty, support for a period of Five (5) Years for: \$990,000
- d. Attachment A - (Quote #20230811-233142828) outlines the details of the services pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

Rocket IoT Vehicle Video/Communications/Camera triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited EOS Generated Video Storage and Download.

Every Officer (Qty. 120) will be equipped with the following:

- a. One (1) EOS™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth EOS Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New EOS Ready Uniforms, per EOS Camera Purchased - (Allotment May Not be Applied to Any Other Products or Services and is surrendered if not used within 90 Days from Date of Purchase)
- e. Five (5) Retrofits of Existing, Standard Uniform Garments, to EOS Ready Status, per EOS Camera Purchased – See Section 1.1.6 of the Customer Service Agreement, for Definition of Standard Uniform
- f. Polaris Video Management Software and Mapping Interface License
- g. Unlimited EOS Generated Download & Storage – Based on Department's Retention Policy

- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Contract

Every Vehicle (Qty. 50) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras – One vehicle shall include ALPR Bundle
- d. Setup of Rocket IoT Control Interface through Vehicle MDC
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract
- h. Note: 5 vehicles will be equipped with Utility ALPR

For high-speed wireless video offload, Utility Inc. can provide Smart WayPoints at an additional cost. Normally, this is deployed at the primary offload location, or Headquarters. See (7) below for details about Smart WayPoint connectivity.

3. Additional Units – Post Agreement Execution : Additional units, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel.
 - a. Additional services quoted subsequent to this offer for service are quoted in 5-year increments.
 - b. Services added, will extend the effective life of the original agreement to the end term of the most recent services contracted, regardless of quantities secured.

4. Installation Services: Outside the scope of this offer, any additional units will be subject to the following.
 - a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
 - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
 - c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
 - d. Contract services begin upon receipt of hardware. This agreement requires that the customer be capable of receiving hardware within 4-6 weeks of contract signing.
 - e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.

5. Customer Service Agreement (CSA):
 - a. The Customer Service Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
 - b. Details of the CSA are provided in Attachment (B).

We are privileged to work with the Harlingen Police Department on this project. Should you have any questions, at any time, please feel free to call or email me at: (832) 953-9849; Email: ccampbell@utility.com

Respectfully,

Clay Campbell

Clay Campbell, Utility Business Manager

Offer Acceptance by Authorized Official:

Title:

Date:

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer

**Billing Address:**

HARLINGEN, CITY OF
POLICE DEPT.
1018 FAIR PARK BLVD
HARLINGEN, TX 78550
US

Quote Date:09/20/2023

Expiration Date:11/20/2023

Quote Created By:

Wyatt Hillyer

Wyatt.Hillyer@motorolasolutions.com

End Customer:

HARLINGEN, CITY OF
POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Data migration is not included on this quote but can be supplied at \$600 per TB

This quote does not include the installation of the Access Point as that is to be done by customer's IT

LPR free year for year 1, after year 1 is \$516 per car per year if you choose to continue

CAD integration free year for year 1, after year 1 is \$120 per device annually if you choose to continue

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	50	5 YEAR	\$13,500.00	\$675,000.00	
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
3	WGB-0178AAS	VIDEO EQUIPMENT, V300/ V700 USB DESKTOP DOCK VAAS (\$4 PER MON)	50		Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc : 500 West Monroe, United States - 60661 - #: 38-1115800



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	50		Included	Included	
5	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	50	5 YEAR	\$240.00	\$12,000.00	
6	WGB-0138AAS	VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	
7	WGW00502	M500 EXTENDED WARRANTY	50	5 YEAR	Included	Included	
8	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	51148		\$1.00	\$51,148.00	
9	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	50	5 YEAR	Included	Included	
10	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	50	5 YEAR	Included	Included	
11	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	50		Included	Included	
12	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	50		Included	Included	3 YEAR
13	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	50	5 YEAR	Included	Included	
14	SWV07S03593A	SOFTWARE ENHANCEMENTS	50	5 YEAR	Included	Included	
15	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	50		\$110.00	\$5,500.00	



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Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - P: 36-1115800



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
16	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	50		\$900.00	\$45,000.00	
17	WGW00119	VIDEO SYSTEM REMOVAL (PER UNIT CHARGE)	50		\$300.00	\$15,000.00	
Miscellaneous Items							
18	WSWA-6001197	SIERRAWRLS ANTENNA 2XLTE 3XWIFI 2.4/5GHZ	50		\$216.91	\$10,845.50	
19	WSWA-1104073	SIERRAWRLS MP70 ADVPROROUTER WIFI LTE	50		\$999.20	\$49,960.00	
20	WSWA-9010324	SIERRAWRLS AL-COMP MP/RV ALMS 5YRS WRNTY	50		\$168.00	\$8,400.00	
21	WGP02849-F	CABLE ETHERNET,RJ50/ IX31,W/FERRITE	50		\$35.00	\$1,750.00	
22	DDN3421A	M500 BASIC ALPR VAAS 1 YEAR FREE	50		\$0.00	\$0.00	
23	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE 1 YEAR FREE	1		\$0.00	\$0.00	
Video as a Service							
24	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO- AS-A-SERVICE	70	5 YEAR	\$4,140.00	\$289,800.00	
25	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
26	WGB-0178AAS	VIDEO EQUIPMENT, V300/ V700 USB DESKTOP DOCK VAAS (\$4 PER MON)	70		Included	Included	
27	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	70	5 YEAR	\$240.00	\$16,800.00	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - # 38-1115800



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
28	WGB-0138AAS	VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	
29	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	70	5 YEAR	Included	Included	
30	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	70		Included	Included	
31	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	70		Included	Included	3 YEAR
32	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	70	5 YEAR	Included	Included	
33	SWV07S03593A	SOFTWARE ENHANCEMENTS	70	5 YEAR	Included	Included	
34	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	70		\$110.00	\$7,700.00	
	VideoManager EL & EX Video Evidence Management						
35	WCM000111-010	INTEGRATION, CAD-RMS PACKAGE, ANNUAL/ DEVICE TYLER, 1 YEAR FREE*	170	1 YEAR	\$0.00	\$0.00	
36	Incentive	Expiration Date: 11/20/2023	1		-\$60,465.00	-\$60,465.00	
	CommandCentral Evidence						
37	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
38	SSV00S01450B	FLEX LEARNER LXP SUBSCRIPTION*	2	5 YEAR	\$0.00	\$0.00	
39	SSV00S02600A	COMMANDCENTRAL EVIDENCE STANDARD*	1	5 YEAR	\$1,800.00	\$1,800.00	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - # 36-1115800



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
40	SSV00S02602A	DIGITAL EVIDENCE MANAGEMENT*	1	5 YEAR	Included	Included	
41	SSV00S02603A	CASE SHARING CAPABILITIES*	1	5 YEAR	\$0.00	\$0.00	
42	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
43	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	

Grand Total **\$1,130,238.50(USD)**

Pricing Metric :

Price is indicative of the following -

of Named Users for CommandCentral Evidence - 2

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$333,918.50	\$0.00
Year 2 Subscription Fee	\$199,080.00	\$0.00
Year 3 Subscription Fee	\$199,080.00	\$0.00
Year 4 Subscription Fee	\$199,080.00	\$0.00
Year 5 Subscription Fee	\$199,080.00	\$0.00
Grand Total System Price	\$1,130,238.50	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOTOROLA SOLUTIONS

- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 # 36-1115800

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to award a contract on behalf of the homeowners for the demolition and reconstruction of a home located at 408 W. Cora to be overseen by the Community Development Department's Housing Rehabilitation/Reconstruction program funded by the U.S. Department of Housing and Urban Development's CDBG Program. Attachment (*Community Development*).

Prepared By: Sandee Woellhof, Community Development Director

Brief Summary:

The City of Harlingen's Community Development department administers a Rehabilitation/Reconstruction program to benefit low income homeowners who need assistance with the repairs or complete reconstruction of their home. The department works closely with the Harlingen Consolidated Independent School District's Architectural & Design professor and students to create the plans for the homeowners based on each individual household's needs.

On September 10 and 17, 2023, the department published to accept bids for the reconstruction of a home located at 408 W. Cora. A pre-bid meeting was held on September 19, 2023 and bids were due on October 2, 2023. We received 4 bids (please see attached bid tabulation). Bids ranged from \$102,277 to \$129,222.

The family being assisted is comprised of a low income couple, both of which are elderly and disabled. Their existing home is extremely dilapidated. Through the years, the ability to assist a greater amount of homeowners in need has declined due to the rising costs of construction, materials, and labor and the diminishing of federal funding.

Funding (If applicable):

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

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

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

Staff Recommendation:

Staff recommends funding the project to the lowest bidder, AGC Design and Construction, LLC at \$102,277 (provided that all federal requirements are met and verified).

City Manager approval:



Comments:

City Attorney's approval:



Community Development Department
502 E. Tyler, Harlingen, TX 78550
Rehabilitation / Reconstruction Program
Bid Opening - October 2, 2023 @ 2:30 P.M.
408 W. CORA- Morales

BID TABULATION

	Contractor	Demolition Cost	Construction Cost	Total Bid
1	AGC Design & Construction, LLC	\$4,800.00	\$97,477.00	\$102,277.00
2	Lifetime Builders RGV, LLC	\$6,200.00	\$101,656.00	\$107,856.00
3	RELL Transport, LLC	\$9,830.44	106,622.44	\$116,452.88
4	Calidad Construction, LLC	\$9,500.00	\$119,722.00	\$129,222.00

Prepared For:
City of Harlingen
Community Development



INDEX OF DRAWINGS

COVER

CVR COVER SHEET

CIVIL

C-1 SITE PLAN

ARCHITECTURAL

A-1 DIMENSIONAL PLAN
A-2 ELEVATIONS
A-3 ROOF PLAN
A-4 GENERAL NOTES
A-5 HANDICAP SPECS.

ELECTRICAL

E1 ELECTRICAL PLAN

STRUCTURAL

S1 FOUNDATION PLAN & DETAILS

AREA TABULATION	
1ST LEVEL LIVING	972.00'
TOTAL LIVING AREA	972.00'
CVD PORCH	36.25'
TOTAL NON LIVING	36.25'
TOTAL AREA	1,008.25'

CONSTRUCTION ANALYSIS	
CONSTRUCTION TYPE	NEW
NUMBER OF LEVELS	1
FRAME TYPE (EXT. WALLS)	2"x4" Wood Studs
FRAME TYPE (INT. WALLS)	2"x4" Wood Studs
FRAME TYPE (ROOF)	2"x6" Roof Rafter
FRAME TYPE (FLR. CLG.)	
VENEER TYPE	Brick
FOUNDATION TYPE	Slab on Grade
ROOF TYPE	Composition Shingles
ROOF PITCH	6:12
PLATE HEIGHT (MIN.)	8'-0"
PLATE HEIGHT (MAX.)	8'-0"

Date: 03/23/2023
Project No: HHS-2023

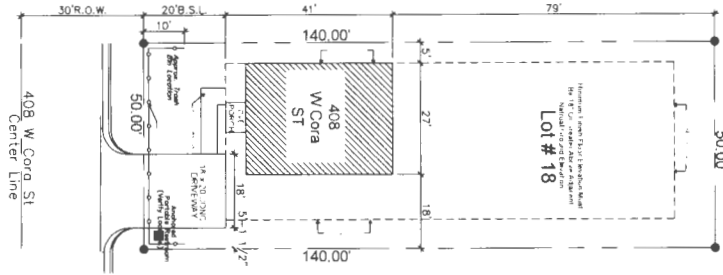
Project Name: Hester and Ruth Morales
Colonia Guadalupe Subdivision
Lot 18 Block 2 408 W. Cora St.
Harlingen, Texas 79550

Prepared For: CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

This plan cannot be copied or used for resale or construction unless it has an original signature and an authorization from HICISD. Engineering for the foundation is the responsibility of owner or Contractor. HICISD takes no responsibility for the construction of the residence or building.

Sheet Number:

COVER PAGE
CVR



NOTE:
CONTRACTOR SHALL VERIFY ALL SUB-CONTRACTORS WORK COMPLY WITH ALL UTILITY COMPANY REQUIREMENTS. TYPICAL
REFER TO DEMO NOTES 7 SHT 1 & 8 TYPICAL

CONTRACTOR SHALL GRADE 6" AROUND THE PERIMETER OF NEW STRUCTURE AS REQUIRED AND AT THE CONNECTION BETWEEN THE
FRONT PORCH AND THE NEW CONCRETE DRIVEWAY VERIFY PROPER DRAINAGE ON ALL SIDES OF NEW STRUCTURE

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PERTAINS TO THE EXACT LOCATION OF ALL SITE UTILITIES THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY. INFORMATION ON THE SITE PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, STATE LAWS AND LOCAL CITY OF HARLINGEN CODES AND ORDINANCES AS REQUIRED. CONTRACTOR IS TO BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF THE PROPER CITY'S AND/OR COUNTY'S ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED (NO AFFIDAVITS WILL BE PERMITTED).
3. CONTRACTOR SHALL CONTACT COMMUNITY DEVELOPMENT DEPARTMENT FOR ANY DISCREPANCIES ON DRAWINGS AND/OR SPECS.
4. CONTRACTOR SHALL DELIVER THE HOUSE IN A BROOM MOP CLEAN CONDITION (ENTIRE HOUSE, INCLUDING ALL THE MILLWORK) TYPICAL.
5. CONTRACTOR SHALL FURNISH CDBG WITH ALL MANUFACTURERS AND SUPPLIER'S WRITTEN GUARANTEES AND WARRANTIES COVERING MATERIALS AND EQUIPMENT UNDER THE CONTRACT.
6. CONTRACTOR SHALL ADVISE AND ASSIST THE HOMEOWNER IN TRANSFERRING ELECTRICITY FROM CURRENT STRUCTURE TO TEMPORARY POLE. HOMEOWNER IS RESPONSIBLE FOR ANY CHARGE FEE FOR TRANSFERRING TO T-POLE AND FOR WATER SERVICE PAYMENT DURING THE CONSTRUCTION PROCESS AND AFTER THE PROJECT IS COMPLETE (AS PER CONSTRUCTION CONTRACT). IT IS THE CONTRACTOR'S OPTION TO CHOOSE TO WORK WITH A TEMPORARY POLE OR TO HAVE THEIR OWN GENERATOR.

DRIVEWAY & SIDEWALK REQUIREMENTS

1. EXPANSION JOINTS SHOULD START AT PROPERTY LINE.
2. EXPANSION JOINTS SHALL BE 1X4 CEDAR AND SHOULD BE DRILLED WITH 4 #5 REBARS WITH 1" INTO EXISTING CONCRETE AND 1" INTO WIRE MESH.
3. PROVIDE CONTROL JOINTS EVERY 8' AND SHALL BE 1" OF THICKNESS OF CONCRETE DEPTH.
4. DRIVEWAY TO HAVE BROOM FINISH.
5. DRIVEWAY TO HAVE A CROSS SLOPE OF 1/4" PER FOOT FOR PROPER DRAINAGE.
6. DRIVEWAY TO BE FITTER 10'X41" OR 18'X26" IN SIZE DEPENDING ON PROPERTY DIMENSIONS AND SURROUNDING DIMENSIONS FROM PROPERTY LINE. PROPERTY LINE TO CURB MAY VARY.
7. DRIVEWAY & SIDEWALK SHOULD BE 4" THICK REINFORCED WITH 6#6 @ 18" ON CENTER WIRE MESH.

NOTE:
PARKING PAD AND/OR DRIVEWAY TO BE POURED SEPARATELY FROM FOUNDATION AND MUST BE PRIOR TO 100% COMPLETION OF ENTIRE PROJECT. MUST BE FREE OF FIRE MARKS, SCRAPS AND OIL STAINS. ANY EVIDENCE OF SIGNIFICANT STRUCTURAL FAILURE ON ANY CONCRETE DRIVEWAY, SIDEWALK OR FOUNDATION SHALL BE REPAIRED AT THE COST OF THE FAILURE AND MAKE THE FINAL DETERMINATION ON ITS REPLACEMENT. FACTORS THAT WILL BE CONSIDERED SHALL INCLUDE THE SIZE, TYPE AND NUMBER OF VISIBLE CRACKING OR FAILURE IN MAKING THE DETERMINATION.

SETBACKS AS SHOWN ON SITE PLAN

FRONT 30'
SIDE 20'
REAR 41'

CONTRACTOR SHALL VERIFY INFORMATION WITH CITY OF HARLINGEN PLANNING DEPARTMENT.

NOTE

THE INTENTION OF THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.

CONTRACTOR SHALL PROVIDE LOCUS STATIONS AS FOLLOWS:
1. TO PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

1. COMPLETE SURVEY (REQUIRED)
2. REFER TO SURVEY STATION SHALL BE PROVIDED BY CONTRACTOR AS SHOWN ON CONSTRUCTION TYPICAL
3. 2. MEASUREMENT (RESIDENTIAL HYDROGRAPH)
4. WINDS FORM

- POST STREET ADDRESS IS A VISIBLE AREA FROM STREET (EAST) AT THE CONSTRUCTION SITE.
- FOR ALL UTILITIES (WATER, SEWER, GAS) SHALL BE PROVIDED AT THE SITE DURING CONSTRUCTION AND SHALL BE MAINTAINED IN A VISIBLE CONDITION.
- ALL INSPECTIONS (ELECTRIC, SEWER, GAS) SHALL BE PROVIDED TO COMMUNITY DEVELOPMENT DEPARTMENT ASSISTANCE PROGRAM (CDBG).
- LOT SHALL BE GRADED PRIOR TO INSPECTION.
- NO OCCUPANCY IS ALLOWED UNTIL FINAL APPROVAL.
- CONTRACTOR MUST CALL UTILITY COMPANIES BEFORE DRAINING SITE.

GENERAL NOTES

CONTRACTOR SHALL FIELD VERIFY AS FOLLOWS:

1. REFER TO SURVEY FOR THE EXACT LOCATION (REQUIRED) FOR ALL EXISTING UTILITIES CONNECTIONS AS WELL AS ALL TREES, SHRUBS, ETC. THAT SHALL BE REMOVED AS REQUIRED TO BE READY FOR ALL NEW IMPROVEMENTS ON THE PROPERTY AS SHOWN ON PLANS.

2. CONTRACTOR SHALL VERIFY LOCATION FOR BUT NOT LIMITED TO (AS REQUIRED):
MB (MAIL BOX)
T (TREES)
POL (POLE LINE)
PE (ELECTRIC POLE CONNECTION)
X (FENCE)
S (SEWER CONNECTION)
WM (WATER METER)

CONTRACTOR SHALL LEAVE PROPERTY AND ITS COMPONENTS WORKING PROPERLY.

Date: 02/22/2024
Project No: HHS-2023

Project Name:
Harris and Run Morales
Colonia Guadalupe Subdivision
Lot 18, Block 2, 408 W Cora St
Harlingen, Texas 78550

Prepared For:
CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

This plan cannot be copied or used for resale or construction unless it has an original signature and an authorization from HCISD. Engineering for the foundation is the responsibility of owner or Contractor. HCISD takes no responsibility for the construction of the residence or building.

Sheet Number:

SITE PLAN
C-1

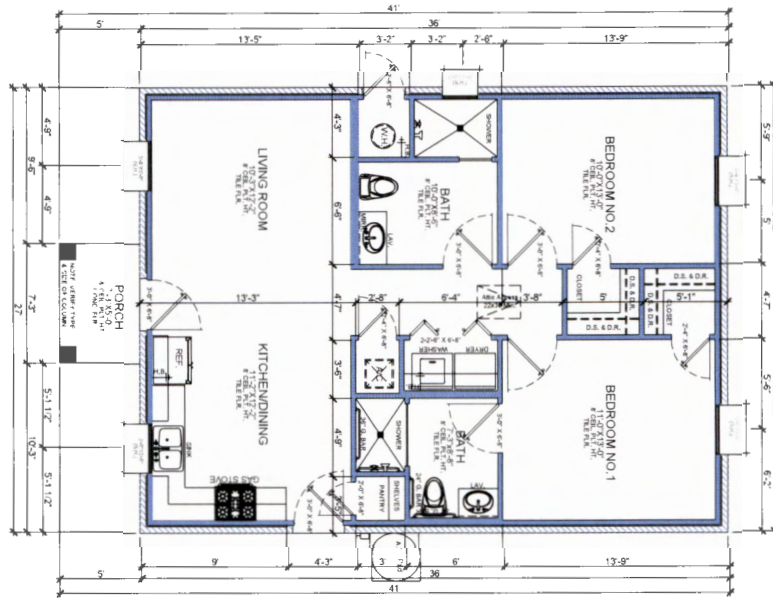
NOTE:
GAS SERVICE NO GAS PIPES
CONCRETE OR CLOSE TO DRIVEWAY
AS PER PLANNING RECOMMENDATIONS NO GAS METER ON
GARAGE SIDE TYP

NOTES

• REFER TO PAGE A-5 FOR ALL NOTES REGARDING FRAMING
EXTERIOR AND INTERIOR WALLS INSULATION KITCHEN
CABINETS CHUEN DOORS WINDOWS FLOORING &
FINISHING (TYPICAL FOR ALL NOTES ON FLOOR PLAN
FINISHES)

• ABOVE ALL EXTERIOR DOORS AND WINDOWS APPLICABLE
SHALL HAVE 4"x4"x1/4" ANGLE IRON AND APPLY OIL BASED
PRIMER ALUMINUM THRESHOLD PROVIDED CUTOCK
UNDERSTATH UNIT

• CONTRACTOR SHALL PROVIDE COMMUNITY DEVELOPMENT
SAMPLES FOR FINISHES IN GENERAL MINIMUM OF 5
SAMPLES REQUIRED



FLOOR PLAN

SCALE 1/4" = 1'-0"

952 sq. ft. LIVING AREA

BATHROOM ACCESSORIES

NOTES:
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PERTAINS TO THE EXACT LOCATION OF ALL SITE UTILITIES THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY INFORMATION ON THE SITE PLAN AS FOR ILLUSTRATION PURPOSES ONLY
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, STATE LAWS AND LOCAL CITY OF HARLINGEN CODES AND ORDINANCES AS REQUIRED. CONTRACTOR IS TO BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF THE PROPER CITY'S AND/OR COUNTY'S ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED. NO ABANDONS WILL BE PERMITTED.
3. CONTRACTOR SHALL DELIVER THE HOUSE IN A ROOMY CLEAN CONDITION (ENTIRE HOUSE INCLUDING ALL THE MILL WORK) TYPICAL
4. CONTRACTOR SHALL FURNISH COORDINATE WITH ALL MASTER ACTUATORS AND SUPPLIERS WRITTEN GUARANTEES AND WARRANTIES COVERING MATERIALS AND EQUIPMENT UNDER THE CONTRACT

LEGEND

NOTES:
1. CONTRACTOR SHALL PROVIDE AND INSTALL ALL GRAB BARS IN BATHROOM AS SHOWN IN PLANS
2. REFER TO PAGE A-5 FOR PROPER INSTALLATION SHOWER SPICES AND GENERAL NOTES TYPICAL

NOTES:

01. 2" x 4" Studs @ 16" O.C. - Exterior
02. 2" x 4" Studs @ 16" O.C. - Interior
03. Bedroom Windows to be S.H. as per IRC2018 Section R-310.1.1

NOTE:

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PERTAINS TO THE EXACT LOCATION OF ALL SITE UTILITIES THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY INFORMATION ON THE SITE PLAN AS FOR ILLUSTRATION PURPOSES ONLY
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, STATE LAWS AND LOCAL CITY OF HARLINGEN CODES AND ORDINANCES AS REQUIRED. CONTRACTOR IS TO BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF THE PROPER CITY'S AND/OR COUNTY'S ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED. NO ABANDONS WILL BE PERMITTED.
3. CONTRACTOR SHALL DELIVER THE HOUSE IN A ROOMY CLEAN CONDITION (ENTIRE HOUSE INCLUDING ALL THE MILL WORK) TYPICAL
4. CONTRACTOR SHALL FURNISH COORDINATE WITH ALL MASTER ACTUATORS AND SUPPLIERS WRITTEN GUARANTEES AND WARRANTIES COVERING MATERIALS AND EQUIPMENT UNDER THE CONTRACT

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED 2023

TO ME THIS DAY OF

APPLICANT SIGNATURE

NOTE:
CONTRACTOR SHALL PROVIDE AND INSTALL ALL GRAB BARS IN BATHROOM AS SHOWN IN PLANS
REFER TO PAGE A-5 FOR PROPER INSTALLATION SHOWER SPICES AND GENERAL NOTES TYPICAL

- ☐ ELECTRIC ☐ GAS (ONLY IF EXISTING) KITCHEN OPTION ONLY
☐ HANDICAP CABINETS ☐ REGRATE CABINETS
KITCHEN SINK AND VASITY KITCHEN SINK AND VASITY

Date: 02/22/2023
Project No: HHS-2023

Project Name:
Harlingen Run Morales
Colonia Guadalupe Subdivision
Lot 18 Block 2 408 W Cora St
Harlingen, Texas 78550

Prepared For:
CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

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Sheet Number:

FLOOR PLAN
A-1

ROOF WILL CONSIST OF 1 1/2" OSB PLYWOOD II CLIPS ONE
1" LAYER OF 30" ASPHALT FELT 26 GAUGE GALVANIZED
FLASHING ON ALL VALLEYS 30 YEAR ASPHALT FROOF
SHINGLES BOARD (APPROX 93%)
PROVIDE 1 1/8" SOFFIT GRADE PLYWOOD WITH 8"x16"
SOFFIT VENTS AT 8" O.C

CONTRACTOR SHALL PROVIDE A MINIMUM OF 5 SAMPLES FOR ROOF SHINGLES (2 & 3 BEDROOM HOME WILL HAVE GABLE ENDS CONSTRUCTED OF LIGHT CEMENT SIDING)

PROVIDE AND INSTALL A 24" ROUND OR OCTAGON VINYL COVER VENT AT GABLE ENDS

TYPICAL PITCH 6" ON 12"

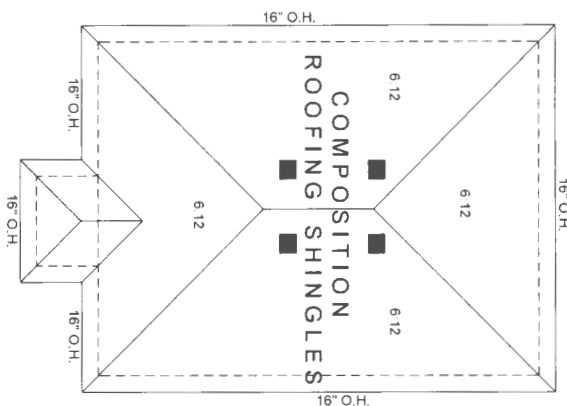
OVERLAP 10" TYPICAL UNLESS OTHERWISE NOTED

Affine Space

Affine Space

WORKER Baffles REQUIRED IN ALL ATTIC APPLICATIONS. Baffles WILL BE PLACED A MINIMUM OF TWO (2) FT EVERY SOFTEN VENT LOCATION AROUND SLOPED WALLS OF THE HOME.

Roof BATT INSULATION WILL BE REQUIRED TO BE FACED TYPE. EITHER PAPER FACED WITH TABS OR NON FACED WITH TABS. NON FACED BATT WILL BE PERMITTED IN WALLS OR ON CEILING TABS WILL BE REQUIRED TO BE PLACED OVER THE FACE OF THE WALL STUD OR FACE OF THE CEILING JOIST AND STAPLED EVERY 12" DOWN ON THE TAB FACE.

[illegible]

SCAFF 3 (6" = 1' = 0)

REFER TO WIND STORM FOR APPROPRIATE BRACING TYPICAL PROVIDED BY CONTRACTOR FOR WIND STORM SHALL BE PROVIDED BY CONTRACTOR

NOTE

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK, AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PLATS USE TO THE EXACT LOCATION OF ALL SITE UTILITIES THAT SHALL BE INCLUDED IN THE REQUIRED REVEAL INFORMATION ON THE SITE PLANS FOR LAYOUT/LOCATION PURPOSES ONLY.
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE, AND LOCAL CODES OF ORDINANCES AND ORDINANCES OF THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATIONS OF CITY, COUNTY, STATE, AND/OR FEDERAL ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED. NO VIOLATIONS WILL BE PERMITTED.
3. CONTRACTOR SHALL CONTACT CITY DEPARTMENT OF PUBLIC WORKS FOR ANY DISCREPANCIES ON DRAWINGS AND/OR SPECS.
4. CONTRACTOR SHALL DELIVER THE HOUSE IN A BROOM-MOPPED AND CONDITION - ENTIRE HOUSE INCLUDING ALL THE MECHANICAL, PLUMBING, AND ELECTRICAL WORK.
5. CONTRACTOR SHALL PUNISH CITY WITH ALL MECHANICAL WORK AND SUPPLIES WITHIN 30 DAYS OF COMPLETION OF WORK AND WORK IN THE

[illegible]

BRICK VENEER WALL TO THE FULL THICKNESS AS SHOWN ON
TYPICAL FLOOR PLAN. MAINTAIN JOINT WIDTHS TO 3/8"
EXCEPT FOR MINOR VARIATIONS. JOINTS MUST BE SLIGHTLY
CONCAVED TO PROVIDE ANCHOR STRAPS AT EVERY 5 COURSES
PROVIDE WE PHOLES EVERY 4 TO 5 BRICKS ON THE FIRST
ROW AROUND PERIMETER OF HOME FREE OF OBSTRUCTIONS
CHOICE OF BRICK SAMPLES TO BE PROVIDED BY CONTRACTOR
MINIMUM OF FIVE CHOICES TYPICAL FOR ALL MATERIALS
SPECIFIED

1 1/2" DRYWALL TAPE JOINTS AND PAINT USE ROUND VINYL CORNER BEADS ALL WALLS TO BE MONTERREY FINISH INTERIOR TRIM TO BE COLONIAL

1 1/2" DRYWALL SHALL BE TAPED, JOINTED AND PAINTED
SMOOTH FINISH AT ALL CEILINGS TYPE

ALL WOOD WORK MUST BE PROPERLY SEALED WITH CLEAR
STAINING, AND IT WILL RECEIVE ONE COAT OF PRIMER
AND TWO COATS OF PAINT AND OR SECURE FULL COVERAGE
EXTERIOR PAINT SHALL BE EXTERIOR SEMI-GLOSS LATEX
AND INTERIOR SHALL BE SEMI-GLOSS LATEX (FAD FREE).
CONTRACTOR SHALL PAINT ALL THE INTERIOR ANTIQUE-
WHITE TRIM TO THE WHITE AND GIVE OWNER CHOICE OF
EXTERIOR TRIM COLOR.
PAINT TO BE SHOWN WITH VMS GARDEN OR APPROVED
EQUIV.

ALL MATERIAL USE FOR HOME MUST BE NEW (NO USED MATERIAL WILL BE ALLOWED) CONTRACTOR MUST SECT RE MOUSE CONSTRUCTION DEBRIS IN CONTAINMENT AREA GRADE ALL LEFT OVER DIRT ON SITE PRIOR TO FINAL ACCEPTANCE BY THE BUILDING INSPECTION AND COMMUNITY DEVELOPMENT DEPARTMENTS

Date: 03/23/2023
Project No: HHS-2023

Project Name
Hector and Ruth Morales
Colonia Guadalupe Subdiviso
lot 18, Block 2 408 W Cora S
Harlingen, Texas 78550

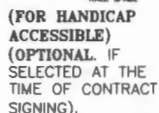
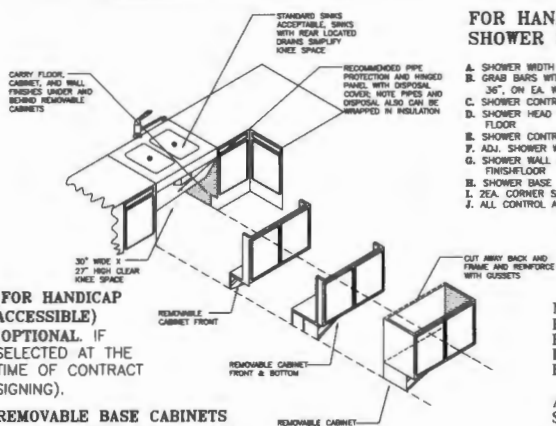
Prepared For
CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

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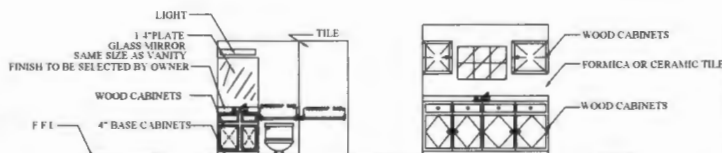
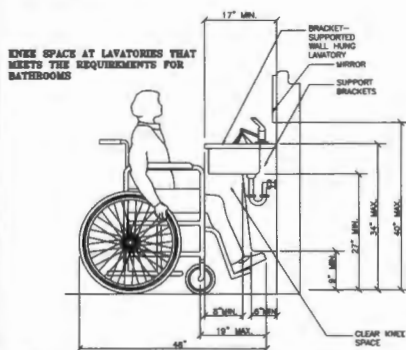
Sheet
Number:

ROOF PLAN

[illegible]

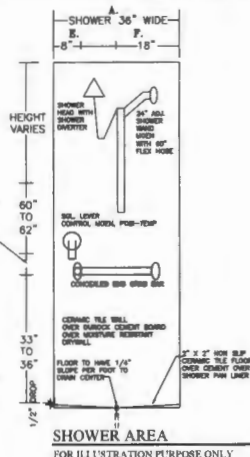


**REMOVABLE BASE CABINETS
(FOR HANDICAP ACCESSIBLE)
(OPTIONAL)**



NOTE

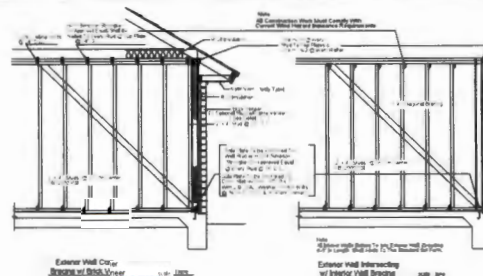
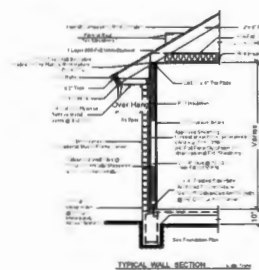
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR COMMENCING ANY WORK AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PERTAINS TO THE EXACT LOCATION OF ALL SITE UTILITIES THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY. INFORMATION ON THE SITE PLAN IS FOR ILLUSTRATION PURPOSE ONLY
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODE, STATE LAWS AND LOCAL CITY OF HARRINGEN CODES AND ORDINANCES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATIONS OF THE PROPER CITY'S AND/OR COUNTRY'S ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED.
3. CONTRACTOR UNDERSTANDS DEVELOPMENT DEPARTMENT FOR ANY DISCREPANCIES ON DRAWINGS AND/OR SPECS



GENERAL NOTES

**SPECIFICATION FOR HANDICAP
ACCESSIBLE SHOWER
ROLL-IN SHOWER**

1. LOWER FLOOR TO 2' BELOW CEILING FLOOR.
AT SWIVER AREA ONLY. PROVIDE PROPER 14"X14" SLOPE TO DRAIN OFF WATER TO CENTERED W/UNDER SWIVER AREA. SEE DETAIL 12.12.18
2. CEMENT OVER MILL LATH AND VENTIL PAN LAMBS
4"X12" INCH DEEP AT SWIVER AT SWIVER BASE
3. 1/2"X12" INCH DEEP CEMENT FLOOR TIE OUT TO 1/2"X12" CEMENT FLOOR. PROVIDE 1/4" IN. DROP PER FOOT TO CENTER DRAIN
5. EPOXYCOAT CEMENT BASED OVER WOODEN REBERTT DETAIL OF WALL
1/2"X12" CEMENT FLOOR TIE OUT TO CEILING WITH CEMENTIC GRAB AT ALL THRESH (BESIDE OF SWIVER UNIT TYP)
7. 1/4" ADJUSTABLE SWIVER WAND WITH HOSE (ADJUST 4" AT THE HIGHEST POINT AND 1/8" FROM SWIVER ENTRANCE)
8. HINGLE LEVER PRESSURE BALANCE SWIVER VALVE 1/8" FROM DETAIL AND BETWEEN 1/4" AND 1/2" OFF FLOOR LINE
9. THREE STAINLESS STEEL CORNERED ENDOR GRAB BAR AT ALL THRESHES AND BETWEEN 1/4" AND 1/2" OFF FLOOR LINE SEE DRAWING
10. TWO CORNERED ENDOR DRAIN CO. CORNER LINE TO CENTER DRAIN. PROVIDE 1/4" IN. DRAIN TIME OF DETAIL ANTIHANG WHEN FLOORING IS COMPLETED CONTRACTOR WILL CALL HOURS APPROPRIATE FOR DETAIL
11. DRAIN ORAL BY MOUNTED OR DRAIN 1/2" IN. ANTIHANG AND CALL TO BE KEPT TO A GOOD WATER ADJUSTMENT THROUGH OUT
12. ADJUSTABLE SWIVER, CORP. AND RISE VALVES
13. ALL NECESSARY PLUMBING ACCESSORIES SHALL BE PROVIDED AND INSTALLED AS NOTED ON PLANS INCLUDING 1/2" SWIVER VALVE AND 1/2" PLUMBING TO BE OPPOSITE WALLS OF CONDUIT
ALLS MUST MAINTAIN THE SAME WITH EVERY AREA (EVEN WITH ACCESS)
14. ALL AFFECTED AREA MUST BE ENSURED TO MATCH EXISTING COLOR TILE AND FLOOR WALLS
1/2" SWIVER VALVE AND 1/2" PLUMBING TO BE OPPOSITE WALLS OF CONDUIT
15. INSHUTTER FLOOR LINE AT BASE OF SWIVER READ TO 1/4" OFF DETAIL AND 1/8" SWIVER WAND AND SWIVER LEAD CONNECTIONS
16. 1/2" FLOOR BAR SAME FROM THROUGHOUT SWIVER AREA



MECHANICAL REQUIREMENTS

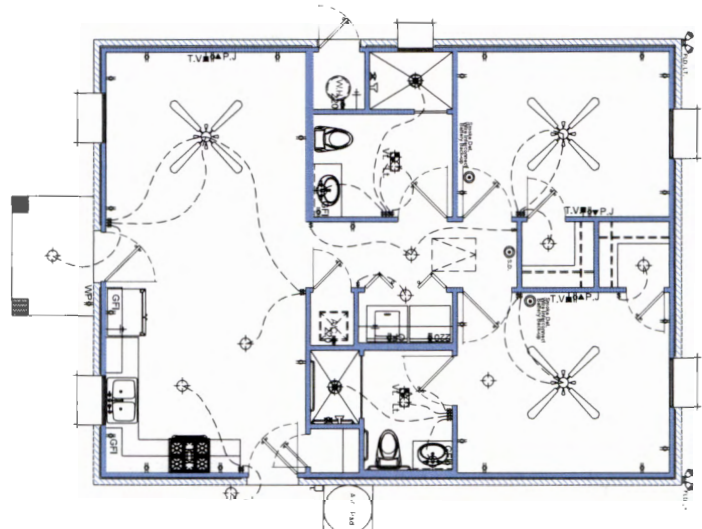
PER CITY ORDINANCE AND 2018 IRC

- ALL DUCTING WILL BE REQUIRED TO BE SEALED AT ALL JOINTS AND CONNECTED WITH ULT MASTIC AND AND SILVER FOIL TAPE
- ALL EXHAUST FAN WILL BE REQUIRED TO BE IN A C-RETURN BOX WITH AN AUTO OVERFLOW SWITCH VALVE
- ALL EXHAUST FAN WILL BE REQUIRED TO BE PROTECTED IN NON-METALLIC FLEX CONDUIT OR R-FLX OR SEAL TIGHT CONDUIT BOX SHALL BE PLACED IN BRICK OR STUCCO WITH WATER PROOF BASK COVER AND FLEX INTO OUTSIDE UNIT WITH APPROVED FLEX CONDUIT LOSS NO BULF FLEX PVC CONDUIT IS ALLOWED
- ALL CONDENSER UNITS WILL BE SECURELY ANCHORED TO A 4" CONCRETE FOUNDATION PAD
- CONDENSER UNITS SHALL BE PERMITTED
- CONDENSER UNIT FOUNDATION WILL BE REQUIRED TO BE POURED IN PLACE ON NEW CONSTRUCTION HOWEVER DOWN PINS SHALL BE INSTALLED INTO EXISTING FOUNDATION SLABS PADS WILL BE REQUIRED TO ALLOW FOR A MINIMUM OF 12" CLEARANCE FROM BACKSIDE OF THE CONDENSER TO WALL SURFACE AND 6" ON ALL OTHER SIDES THE MINIMUM THICKNESS OF THE PAD SHALL BE 4" (REINFORCE AS REQUIRED)
- ALL AC DROPS FROM THE METAL REGISTER BOX SHALL BE INSTALLED TO THE REGISTER BOX SHALL BE SECURED WITH TWO METAL STRAPS TO THE REGISTER BOX AND THE CHANGING BORTS
- RANGE HOOD DUCTS SHALL HAVE A SMOOTH INTERIOR SURFACE SHALL BE AIRTIGHT AND SHALL BE EQUIPPED WITH A DRAFT DAMPER NO FLEX DUCT ALLOWED
- BATHROOMS VENTILATION AIR SHALL BE EXHAUSTED DIRECTLY TO THE OUTSIDE
- DUCT INSTALLATIONS SHALL HAVE A 1/4" SLIP OF R-8 AS PER 2001 ICC SUPPLEMENT OR R-6 WITH A 1/4" SLIP UNIT DOWNS WITH 15% OF THE SLIP OF R-8 SHALL HAVE A MINIMUM SLIP OF R-8
- PER CITY ORDINANCE AND 2018 IRC 16.09 SLIP 2 FOR UNIT FOR A 2 BLD ROOM HOME A 16.09 SLIP 2 1/2 FOR A 3 BLD ROOM HOME AND TO THE GOODMAN OR BE THER TO THE ELECTRICAL THE HOUSE AT ENERGY STAR COMPLIANT AT 5 THE AC UNIT TO BE INSTALLED UNIT MUST INCLUDE COMPATIBLE ENERGY STAR RATING

ELECTRICAL REQUIREMENTS

PER CITY ORDINANCE AND 2018 NEC

- 20 AMP CIRCUITS REQUIRED AS FOLLOWS
- A MINIMUM 2-20 AMP GROUNDED ALL CIRCUIT INTERRUPTER CIRCUITS FOR KITCHEN COUNTER TOPS
- ALL 20 AMP EQUIPMENT IS NOT PERMITTED
- A MINIMUM OF 6" OF SIDE WATER PROOF DUCTS SHALL BE PERMITTED PER CIRCUIT
- A MINIMUM OF 6" OF DUCTS PER CIRCUIT SHALL BE ALLOWED IN BATHROOMS ALL OF WHICH SHALL BE GFCI PROTECTED AND APPLIED AS SUCH
- ALL HOMERUNNS WILL BE MARKED ON SITUATION OF THE TWO BEING FIELD AT FRAMING INSPECTION
- MINIMUM MAIN BREAKER PANEL 40 AMP 125 AMP FEEDER WIRING MINIMUM NUMBER 3 WAG
- ALL 250 AMP OF THE NEC CODE WILL BE FOLLOWED ON CROWDING CONDUCTORS FOR ELECTRICAL SERVICES NO EXCEPTIONS WILL BE PERMITTED
- INDOOR RECEPTACLES SHALL BE LOCATED NOT LESS THAN THREE FEET FROM THE OUTDOOR WALLS OF THE INDOOR SPACES FOR THE INCLUDING BATHS AND SHOWERS



NOTE:
INDIVIDUAL APPLIANCE CIRCUITS IN ADDITION TO THE SPECIAL CIRCUITS LISTED IN DWELLING UNITS ONE CIRCUIT FOR EACH OF THE FOLLOWING APPLIANCES: RANGE, WATHER WATHER, WATHER, DRYER, MICROWAVE, AND EXHAUST HOOD (STRUCTURE 1.4.2 "INDIVIDUAL APPLIANCE CIRCUITS")

ELECTRICAL LIGHTING PLAN

SCALE: 1/4" = 1'-0"

NOTE:
ALL PIPING SHALL BE WITHIN EXTERIOR WALLS
NO EXPOSED PIPING ALLOWED IF FOR ANY REASON
PIPING SHALL BE EXPOSED PIPES SHALL BE PROPERLY INSULATED

NOTE:
CONTRACTOR SHALL VERIFY THE MINIMUM DISTANCE REQUIRED FOR THE PROPER INSTALLATION OF THE ELECTRICAL SERVICE METER

NOTE:

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL THE INFORMATION THAT PERTAINS TO THE EXACT LOCATION OF ALL SHEET DETAILS THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY INFORMATION ON THE SHEET PLANS FOR ILLUSTRATION PURPOSES ONLY
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, STATE LAWS, AND LOCAL CITY OF HARLINGEN CODES AND ORDINANCES AS REQUIRED CONTRACTOR IS TO BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF THE CITY OF HARLINGEN AND/OR COUNTY ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED AND VIOLATIONS WILL BE PERMITTED
- CONTRACTOR SHALL CONTACT COMMUNITY DEVELOPMENT DEPARTMENT FOR ANY DISCREPANCIES ON DRAWINGS AND/OR SPECS
- CONTRACTOR SHALL DELIVER THE HOUSE IN A BROOM CLEAN CONDITION (EXTERIOR HOUSE INCLUDING ALL THE MILLWORK, TRIM, PLUMBING MATERIALS AND EQUIPMENT UNDER THE CONTRACT)

PLUMBING REQUIREMENTS

PER CITY ORDINANCE AND 2018 IRC

- MINIMUM 1/2" OF TEST PIPE FOR WASHING MACHINES AND KITCHEN SINKS WITH 1/2" SCHEDULE 40
- NO WATER HEATER SHALL BE INSTALLED IN
- NO WATER HEATER WILL NOT BE ALLOWED IN ATTICWAYS THEY ARE TO BE INSTALLED IN GARAGES, LAUNDRY ROOMS OR WATER HEATER CLOSETS. ALL WATER HEATERS WILL BE REQUIRED TO HAVE OVERFLOW PANS INSTALLED UNDER THEM WITH PIPING TO THE OUTSIDE IN A VISIBLE LOCATION ALL GARAGE MOUNTED UNITS ARE REQUIRED TO BE 18" ABOVE FINISH FLOOR ELEVATION
- GAS MUST BE TESTED WITH A GAUGE THAT READS FROM 0 TO 15 PSI ONLY
- ALL UNDERGROUND PLUMBING MUST BE PROPERLY BACKFILLED
- ALL IRON PIPES TEMPORARY OR OTHERWISE MUST HAVE VACUUM BREAKERS AT ALL TIMES
- SHOWERS SHALL NOT BE INSTALLED UNLESS THE SHOWER DRAIN IS INSTALLED IN A PVC PIPE COMING FROM THE GROUND PRIOR TO THE ROUGH-IN INSPECTION
- NAME OF VENDOR SHALL COVER THE AREA OF THE PIPE WITH THE NUMBER IS NOTCHED OR BORED AND SHALL EXTEND A MINIMUM 2" ABOVE SOLE PLATES AND BELOW TOP PLATES (2-2012.1)

GENERAL NOTES

- SMOKE DETECTORS REQUIRED INTERSTATE AND RESIDENTIAL CODES
- PROVIDE AND INSTALL ONE IN EACH BEDROOM AND HALLWAY SMOKE DETECTORS TO BE INTERCONNECTED
- MINIMUM BOX LOCATION WILL BE DETERMINED BY CODE STAFF PRIOR TO INSTALLATION. NO EXCEPTIONS
- CONTRACTOR SHALL INSTALL PIPING AT THE DESCRIPTION CONTRACTOR MAY INCUR COST TO RE-INSTALL PIPING TO LENGTH REQUIREMENTS OF POWER COMPANY
- CEILING TRAYS CEILING TRAYS SHALL BE SEALED ACCORDING TO ENERGY CONSERVATION CODE
- ALL MECHANICAL, ELECTRICAL, PLUMBING MUST BE DONE BY A LICENSED COMPANY AND MUST COMPLY WITH ALL THE CODES AND CITY ORDINANCES AS REQUIRED
- ENHANCEMENT IN BATHROOM TO VENT TO ATHE PROVIDE AND INSTALL WATHER AND DRYER CONNECTIONS DRYER UNIT MUST BE EXTERIOR AND MUST BE CENTERED TO DRYER
- CONTRACTOR TO BE RESPONSIBLE FOR ELECTRICAL IS SHOWN BY HOMEOWNER (APPLICABLE ONLY) WHEN GAS LINE EXISTS
- CLOTHES DRYER EXHAUST DUCTS SHALL BE CONSTRUCTED OF MINIMUM 6" INCHES THICK RIGID METAL DUCTS HAVING A SMOOTH INTERIOR SURFACE THE MAXIMUM LENGTH OF DUCTS SHALL BE 25' HOWEVER FOR EVERY 90° BOW 5' WILL BE SUBTRACTED

ELECTRICAL LEGEND

PHONE JACK	LIGHT (INCANDESCENT)
DEAD END WORK PROHIBITED RE-ENTRY FOR CO-AXIAL CABLE	
CABLE JACK	PENDANT LIGHT VERIFY WITH HOMEOWNERS SPECIALIST AS NEAR TO BE PROVIDED BY CONTR
SWITCH	WALL SCONCE LIGHT
1-WAY SWITCH	CEILING FAN WITH LIGHTS
OUTLET WALL	SMOKE DETECTOR
OUTLET WALL (GFCI PROTECTED)	DOOR BELL
TRIPLESS CIR	CHIMNEY
ENHANCEMENT VENT LIGHT	SECURITY LIGHTS W. SENSORS

Date: 02/22/2023
Project No: HNS-2023

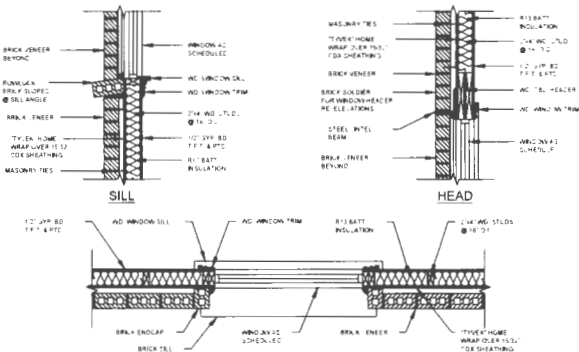
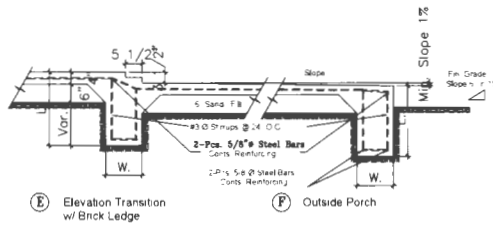
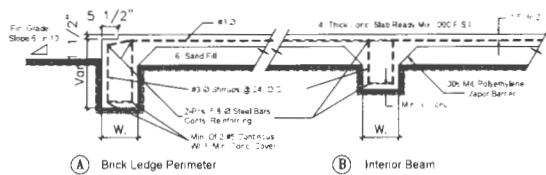
Project Name: Victor and Ruth Morales
Colona Guadalupe Subdivision
Lot 18 Block 2 408 W Cora St.
Harlingen, Texas 79550

Prepared For: CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

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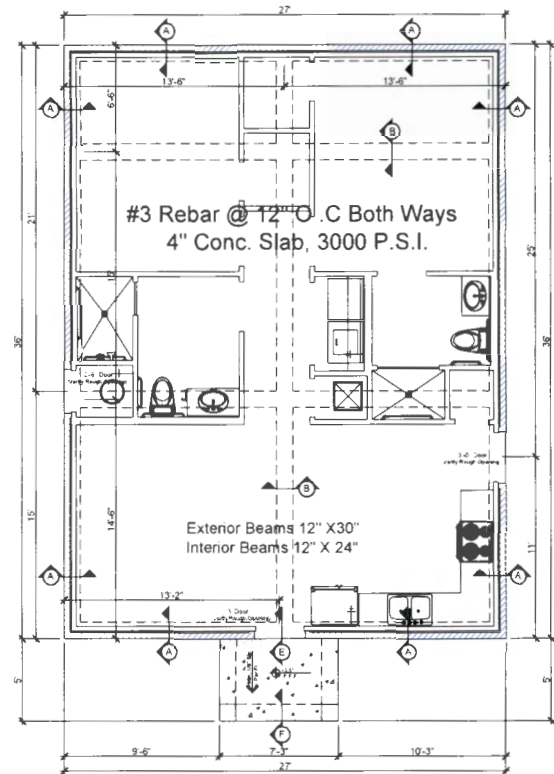
Sheet Number

ELECTRICAL PLAN
E-1



3 BRICK WDW DTLS
SCALE 3/4"=1'-0"

JAMB



Foundation Plan

Scale 1/4"=1'-0"

NOTES: UNLESS NOTED OTHERWISE (U.N.O.)

1. Dimensions & Specifications are for guidelines
Engineer drawings or specifications override all.
2. 4" Concrete slab @ 3000 PSI W/ #3 Rebar 12" O.C.,
B.W.,
3. 30" Deep exterior & 24" interior beams.

Date: 03/03/2023
Project No: HHS-2023

Project Name: New and Remodeled
Colonias Guadalupe Subdivision
Lot 18 Block 2 408 W. Cora St.
Harlingen, Texas 78550

Prepared For: CITY OF HARLINGEN
COMMUNITY DEVELOPMENT

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Sheet
Number:

FOUNDATION PLAN
S-1

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to select the highest-ranking Bank Depository pursuant to RFP No. 2023-18 Depository Banking Services.

Prepared By (Print Name): **Robert Rodriguez**
Title: **Finance Director**

Signature: 

Brief Summary:

The City of Harlingen issued RFP No. 2023-18 to solicit the professional depository banking services for a three-year term beginning in fiscal year 2024 through fiscal year 2026 with the City's option to extend for two additional years.

A total of four (4) depository banks to this solicitation:

1. Plains Capital Bank
2. Texas Regional Bank
3. Lonestar National Bank
4. Frost Bank

The rankings were performed by a committee of five City staff. A summary of the rankings is attached.

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:

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

Comments:

Hard copies are available w/ City Secretary & on your ipads.

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

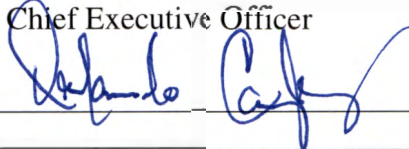
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consider approval of FY 2023-2024 Annual Work Plan.

Prepared By (Print Name): **Orlando Campos**
Title: **Chief Executive Officer**

Signature: 

Brief Summary:

On October 24, 2023 the HEDC board held a meeting and unanimously approved the FY 2023-2024 Annual Work Plan. The proposed work plan is aligned with the HEDC strategic plan to achieve the six goals of the plan.

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:

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

Strategies:

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 when needed.
- Respond to applicable state and economic development ally RFPs.
- Continue to develop relationships with economic development allies.

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.

1c. Retail/Commercial.

- Identify and foster relationships with key developers to increase retail and commercial development.
- Leverage retail association memberships and participate in tradeshows 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.

2. Business Retention & Expansion (BRE)

- Establish a formal BRE Program.
- Meet with at least four local businesses per week.
- 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.

GOAL 2: FOSTER A HIGHLY SKILLED LOCAL WORKFORCE

Strategies:

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.
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.
3. Promote and support Internship and Apprenticeship Programs led by local industry partners whenever possible.
4. Identify new workforce training programs based on target industry analysis.

GOAL 3: CREATE AN ENTREPRENEURSHIP/INNOVATION HUB

Strategies:

1. Finalize entrepreneurship/innovation hub study and market analysis by Q2 FY 2024.
2. Establish entrepreneurship/innovation hub ad-hoc committee.
3. Explore potential site locations for site development by Q4 FY 2024.

GOAL 4: SUPPORT INFRASTRUCTURE FOR LOCAL INDUSTRY (UTILITIES, TRANSPORTATION, RAIL, AIRPORT, PORT OF HARLINGEN, ETC.)

Strategies:

1. Identify and prioritize transportation routes necessary for industrial development.
2. Support efforts to improve the Port of Harlingen's capacity.
3. Work with VIA to support air service development.
4. Support intermodal transportation hub development and more efficient rail service in Harlingen and at the Port of Harlingen.
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.
6. Work with Cameron County and Mexican officials to promote and increase traffic at the Free Trade International Bridge at Los Indios.
7. Support and advocate the Outer Parkway to the 2nd Causeway to South Padre Island.
8. Work with utility service providers to enhance infrastructure for industrial development.

GOAL 5: DEVELOP AND EXECUTE A UNIFIED MARKETING PROGRAM TO ELEVATE HARLINGEN LOCALLY, NATIONALLY, AND INTERNATIONALLY

Strategies:

1. Hire a professional marketing agency to assist in the development of unified brand and messaging for domestic and international markets.
2. Utilize target industry analysis to enhance strategic marketing efforts.
3. Refine marketing placement strategy.
4. Establish a collaborative marketing committee with city stakeholders to develop a cohesive message that all stakeholders/partners can promote.
5. Develop marketing collateral for tradeshow, recruitment, and retention efforts.
6. Incorporate quality of life aspects in our marketing collateral.
7. Leverage social media to increase followers, website visitors, and promote community engagement.
8. Launch quarterly e-newsletter.
9. Leverage media outlets to tell our story.

GOAL 6: ELEVATE ORGANIZATIONAL STRUCTURE TO BE A MODEL FOR ECONOMIC DEVELOPMENT

Strategies:

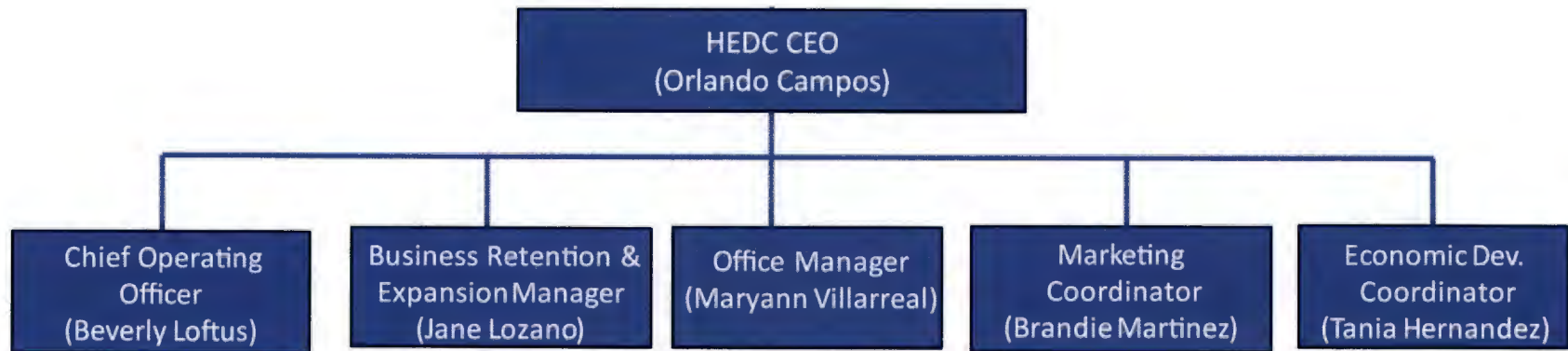
1. Ensure HEDC staff and board is compliant with required Sales Tax and other training.
2. Be strategic on purchasing professional memberships.
3. Evaluate and determine the need for tools such as CRM, BRE, COSTAR, etc. that help us do our job.
4. Update staff annual performance review form.
5. Develop a corporate and business retention incentive policy.
6. Establish an onboarding process for new staff and board members.
7. Encourage staff to participate in formal training programs to expand their educational capacity in economic development.
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.
9. Diversify economic development funding by researching grant opportunities from the federal, state, and private sectors.

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

	<u>FY 23-24</u>	
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	<u>6</u>	<u>\$639,499</u>



**AGENDA ITEM
EXECUTIVE SUMMARY**

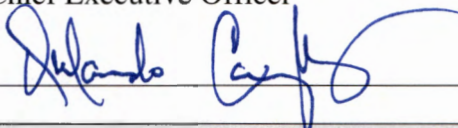
Meeting Date: **November 1, 2023**

Agenda Item:

Consider approval of FY 2023-2024 Revitalize Harlingen round two revised guidelines and program.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:



Brief Summary:

On October 24, 2023 the HEDC board held a meeting and unanimously approved the FY 2023-2024 Revitalized Harlingen round two revised guidelines. The revised guidelines include more specificity on projects eligible for funding. The guidelines approved by the HEDC Board also include the addition of zones in the community eligible for the program. Funding for this program was approved in the FY 2024 HEDC Budget for \$200,000.

Funding (if applicable):

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

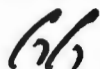
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

HEDC CEO and Board Members recommend approval.

City Manager's approval:



☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

☐ Yes

☐ No

☐ N/A



Revitalize Harlingen
Façade Improvement Program
FY 2023 Year-End Report

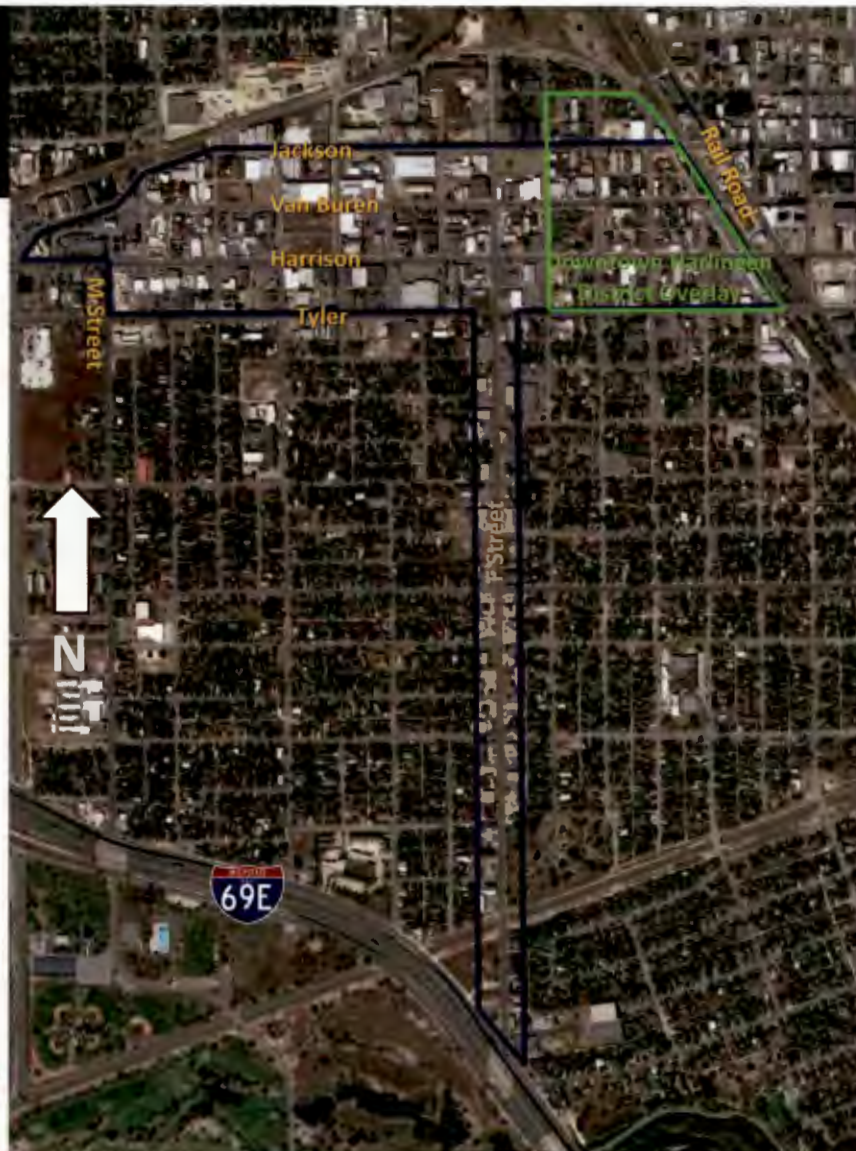
October 24, 2023



Program Overview/Purpose

- Program launched in FY 2023 with \$150,000 funding from HEDC.
- Matching grant of up to \$10,000 per selected applicant.
- Purpose:
 - Improve property aesthetics of targeted areas of Harlingen.
 - Encourage retention of jobs.
 - Maintain and increase property values.
 - Stimulate further economic activity.





Zone Established

- Zone selected based on need.
- Properties overlapping with Downtown Harlingen had additional requirements.
- Program provided 50% match of total project costs.
- \$142,000 disbursed to local companies for a total of \$404,730 in total repairs made.
- HEDC received nine applications from companies outside the zone that were not approved.

Recipients

Name of Business	Business Address	Match Granted	Total Expense
Currently Unoccupied Property	802 W Van Buren	\$ 10,000.00	\$ 62,667.48
Cesars Transmission	202 South J street	\$ 3,845.91	\$ 7,691.82
Prime Time Family Barber Shop	814 W Harrison Ave	\$ 3,250.00	\$ 6,500.00
Valley Beauty Supply, LLC	413 West Harrison Ave	\$ 10,000.00	\$ 31,918.70
Marcon Business Systems DBA Don Brown	405 W. Van Buren Ave	\$ 9,585.00	\$ 19,170.00
508 Motors and Service	1218 W Van Buren Ave	\$ 10,000.00	\$ 23,600.00
Rio Grand Valley Arts Studio Inc	1025 W Jackson Street	\$ 10,000.00	\$ 95,500.00
Marquez Glass Company	1306 South F Street	\$ 4,125.00	\$ 8,250.00
Mari's Beauty and Barbershop	621 South F Street	\$ 2,900.00	\$ 5,800.00
Tora, LLC	620 W Van Buren Ave	\$ 4,362.40	\$ 8,724.80
Little Bloomers Day Care	1017 South F Street	\$ 10,000.00	\$ 30,000.00
Valley Beauty Enterprises, LLC	410 West Tyler	\$ 10,000.00	\$ 32,000.00
The Downtown Group, Inc	321 W Van Buren	\$ 4,900.00	\$ 9,800.00
Mattress World	424 W. Harrison	\$ 10,000.00	\$ 20,888.00
Don Gollito	417 W. Van Buren	\$ 3,435.03	\$ 6,870.00
FD Graphics	409 W Jackson	\$ 10,000.00	\$ 35,350.00
		\$ 116,403.34	\$ 404,730.80

Total Additional Investment

\$ 288,327.46

Approved projects but did not proceed with work

J&V's Toys Games and More	1005 W Harrison Ave	\$ -	\$ -
Craigs Furniture	712 W Harrison Ave	\$ -	\$ -
Expressway Motors	1113 South F Street	\$ -	\$ -



Improvements Made

Name of Business

Improvements Made

Currently Unoccupied Property	Roof repair, siding, stairs, and doors. Gut/remodel inside.
Cesars Transmission	Fence, signs and roof.
Craigs Furniture	Paint front of building, replace all front windows, fix sign, and perhaps add an awning of some type.
Expressway Motors	Redo Face of building, remove stucco and replace with brick and stone. Replace clay tile roof with metal roof (awning).
Prime Time Family Barber Shop	Beautify curb appeal, handicap front walkway, and repaint the building.
Valley Beauty Supply, LLC	Repair the exterior to include the neon sign, windows and brick. Make the interior, public area more appealing with new floor, ceiling tiles and paint.
Marcon Business Systems DBA Don Brown	Awnings, new door, Roof and 2) crack windows
508 Motors and Service	Pour concrete for more back parking, paint the building, and seating area for customers
Rio Grand Valley Arts Studio Inc	A new roof
Marquez Glass Company	Paint exterior walls and resurface the pavement in the entrance.
Mari's Beauty and Barbershop	Paint the outside, put up new signs, fix doors and glasses. Also for advertising
Tora, LLC	Adding entrance awning, store signage, store front new paint, floor restoration, window decals, patching cracks on store front walkway
Little Bloomers Day Care	Some painting was done all the front building, add another entrance, pave the front entrance, sign in front
Valley Beauty Enterprises, LLC	Repair the exterior of the existing buildings to include roof, paint and parking lot.
J&V's Toys Games and More	Both suites 1005 & 1003. Install window mesh and add LED lights on all window. Repaint storefront, a new sign, paint the gate, paint under canopy front add some superheroes on windows
The Downtown Group, Inc	Replace show windows that have been removed and blocked in. Install a new door and replace the roof with new roof. \$25,000
Mattress World	Replace show windows, windows and doors that have rotting wooden frames with new glass and aluminum frames.
Don Gollito	Improve the back patio roof
FD Graphics	Roof repair/replacement, store front painting



Lessons Learned

- Some repairs not within public view such as roof repairs and parking lot enhancements.
- Some repairs not professionally done.
- Finding Harlingen-based contractors difficult.
- Funds encumbered too long for projects that did not happen.
- Program building momentum.



Application Criteria Updates for FY 2024

- Roof repairs deemed ineligible projects.
- Proposed projects must be within public view of street.
- Work must begin within 90 days of approved application.
- Businesses approved for funding must also meet zoning requirements.
- Improvements must be made by registered contractors (must have tax ID number).



Eligible Improvements for FY 2024

- Exterior painting, re-siding, cleaning, or other improvements that revitalize the storefront appearance
- Exterior restoration of significant architectural details
- New doors, windows, or awnings
- Installation of permanent landscaping
- Repair, removal, and replacement of old signage
- Parking lot resurfacing with striping, must be visible from business frontage
- Interior repair and/or replacement, painting and/or resurfacing of structure walls and flooring (75% of work completed must be exterior improvements to qualify for interior improvements)
- Architectural and engineering fees as well as permitting and development review fees not to exceed Ten (10) percent of the total eligible project costs
- Proposed projects must be within public view of street



First Round Qualifying Zone

Zone 1

- West Jackson to West Harrison Ave
- West Van Buren to West Jackson
- West Harrison to M Street
- West Tyler to M Street
- F Street to West Jackson
- S M Street between West Harrison and West Tyler
- S K St between West Jackson and West Tyler
- S J St between West Jackson and West Tyler
- S I St between West Jackson and West Tyler
- S H St between West Jackson and West Tyler
- S G St between West Jackson and West Tyler
- S E St between West Jackson and West Tyler
- S D St between West Jackson and West Tyler
- S C St between West Jackson and West Tyler
- S B St between West Jackson and West Tyler
- S West St between West Jackson and West Tyler



Additional Qualifying Zone for Year 2

Zone 2

- South Commerce Street to Little Creek Drive
- North Commerce Street to N 77 Sunshine Strip
- N 77 Sunshine Strip between 13th Street and Loop 499
- Morgan Blvd. between E Washington Ave. and Rio Hondo Rd.

Recommendation:
Keep Zone 1 and add
Zone 2



Direction Sought

- Does board want to expand zone?
- Approval of modifications to evaluation criteria, eligible improvements, and listing roof repairs as ineligible projects.
- Authorization to proceed with \$200,000 in funding for the program.



Questions?





REVITALIZE HARLINGEN ROUND TWO - PROGRAM GUIDELINES

Small Business Targeted Revitalization 50/50 Matching Grant Program

Revitalize Harlingen is a small business site improvement matching grant program offered by the Harlingen Economic Development Corporation that will provide, in the form of an incentive grant, up to Ten Thousand Dollars (\$10,000) for site and store front improvements; encouraging the retention of jobs for business enterprises in the City of Harlingen to act as a stimulus for economic activity.

The program provides financial assistance for improvements that enhance a building's aesthetics to spur future economic activity. Eligible projects must be completed by August 31, 2024, subject to the terms of the grant and final approval from the Board of Directors and the City Commission. The program eligibility is discretionary and may be discontinued by the Board of Directors at any time.

The Harlingen EDC will begin accepting Revitalize Harlingen Round Two grant funding applications upon approval of the program by the governing bodies. Funding is available on a first come first served basis.

Pre-Approval Application:

To determine if the site improvements are eligible for grant funds, the project **must be approved by the Harlingen EDC staff prior to beginning any improvements.**

Funds will be reimbursed to the business upon completion of the **pre-approved site improvements and approved funding application.** Please visit

<https://harlingenedc.com/revitalizeharlingen> to apply for pre-approval.

Eligible Expenses:

- Exterior painting, re-siding, cleaning, or other improvements that revitalize the storefront appearance
- Exterior restoration of significant architectural details

- New doors, windows, or awnings
- Installation of permanent landscaping
- Repair, removal, and replacement of old signage
- Parking lot resurfacing with striping, must be visible from business frontage
- Interior repair and/or replacement, painting and/or resurfacing of structure walls and flooring (*75% of work completed must be exterior improvements to qualify for interior improvements*)
- Architectural and engineering fees as well as permitting and development review fees not to exceed Ten (10) percent of the total eligible project costs
- Proposed improvements must be within public view of street

Ineligible Expenses:

- Improvements performed prior to December 1, 2023 or after August 31, 2024
- New building construction
- Reducing or enclosing existing storefront windows
- Security systems (including metal roll down gates, window bars, cameras)
- Equipment, Mechanical, or HVAC systems
- Any improvements to secondary or accessory buildings (i.e., garages, storage buildings, closets)
- Routine maintenance
- Roof Repairs
- Improvements to buildings primarily used for residences, which is defined as more than Fifty (50) percent of the building square footage in residential use

Program Eligibility:

- Grant funding shall only be awarded for eligible properties that pay ad valorem taxes and must be current on all taxes.
- **Applicants must be a commercial property owner and/ or an existing for-profit business (tenant) in the City of Harlingen, TX with fewer than 20 employees and within the qualifying boundaries attached in Exhibit A.**
- All existing business owner applicants must possess a current City of Harlingen Business Tax Receipt.

- The business or owner must not be currently receiving Harlingen EDC incentives or must not have received a Harlingen EDC incentive as of December 31, 2021.
- Improvements that are funded or will be funded by other City of Harlingen or Downtown Harlingen incentives or grants are not eligible for additional Revitalize Harlingen grant funds towards those same improvements.
- All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).
- All applicants must be current on rental, lease or mortgage payments if applicable.
- Work on improvements must begin within 90 days from the approval date of the pre-approval application.
- Improvements must be made by professional contractors.

Application Process:

1. Applicants must first submit a pre-approval application describing the proposed improvements with before pictures of the business where improvements will be made.
2. Applicant will receive an email letter confirming the proposed improvements have been approved or denied.
3. After pre-approval confirmation, the applicant may begin improvements. Any improvements made prior to pre-approval or improvements not provided on the pre-approval application may not be funded.
4. Upon completion of improvements, applicants must submit a funding application to the Harlingen Economic Development Corporation on or before the close of business on the date of the application deadline. Funding applications will not be approved if pre-approval of site improvements was not granted. Incomplete funding applications will not be approved.
5. Funding application deadline is August 31, 2024 unless otherwise changed by the Board of Directors of the Development Corporation of Harlingen, Inc.

6. An inter-departmental team of the HEDC staff will review the funding application and if eligible will bring it before the HEDC Board for approval during an HEDC Board meeting.
7. Upon approval, the HEDC will disburse the eligible grant funds to the commercial property owner or for-profit business no later than sixty (60) days following approval by the Board of Directors and the City Commission.
8. Staff will be permitted to inspect the project to ensure conformance with the grant contract.

Matters Affecting Eligibility:

- Use of the building must conform to all current codes and ordinances; non-conforming uses of any kind are not allowed.
- Owners of vacant buildings shall be eligible if the owner's purpose was/is to rehabilitate the structure to attract eligible businesses.
- The following applicants are ineligible: sexually oriented businesses as defined by Chapter 111 of the Code of Ordinances of the City of Harlingen, Texas, gambling establishments however identified including sweepstakes and cyber/internet cafes, new construction projects, businesses operating from residential property or residential uses, property owned by non-profit entities, and any non-conforming uses.
- Portions of buildings occupied by ineligible businesses of any kind are ineligible for program funds. Vacant buildings are subject to a clawback provision if space is occupied by a prohibited business within Twelve (12) months.
- Qualifying improvements must conform to City of Harlingen current codes, ordinances, and zoning.

Maximum Awards:

Financial assistance to eligible commercial businesses or property owners for eligible renovation costs is fifty percent (50%) of the incurred costs, not to exceed Ten Thousand Dollars (\$10,000). Owners of multiple properties may apply for each property; funds will be limited to no more than Ten Thousand Dollars (\$10,000) total for all properties combined.

REVITALIZE HARLINGEN

PRELIMINARY APPROVAL APPLICATION

Below are the list of questions that will need to be answered on the Pre-Approval Application found at: <https://harlingenedc.com/revitalizeharlingen>

1. Email
2. First name
3. Last name
4. Phone number
5. Name of Business
6. Business address
7. City name, State/Region
8. Are you the property owner?
9. Property Owner's Email
10. Property Owner's Full Name
11. Property Owner's Address
12. Property owner's contact number
13. City/Postal/Zip Code
14. State/Province/Region
15. Anticipated match request \$
16. Briefly describe your site improvements

Application for Funding Checklist: (Open December 1, 2023)

Once pre-approved site improvements are completed, the business owner will need to apply for the Revitalize Harlingen grant funding.

Items listed below are to be submitted together to the Harlingen EDC for review. Each document is to be submitted in order per the list below and must include the applicant's original signature and date. Any documents being prepared on behalf of the applicant must also include an original signature of the person preparing the documents. Incomplete packages will not be reviewed. All application materials should be submitted on the application portal located at harlingenedc.com/revitalizeharlingen.

- ☐ Completed and signed application form, business owner AND Property owner (if applicable)
- ☐ Detailed explanation of renovations costs of work (labor, materials, other charges) and project component (painting, carpentry, plumbing, electrical and other charges). An executed contract with a general contractor can also be submitted in lieu of explanation.
- ☐ Copy of current business tax certificate
- ☐ Confirmation that mortgage, property insurance and property tax payments are current and in good standing, which is usually a copy of a receipt
- ☐ Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements
- ☐ Digital photographs of project site prior to and after improvements
- ☐ Signed receipt with start and end date of completed work and identification of who completed the work
- ☐ Application Package

REVITALIZE HARLINGEN – FUNDING APPLICATION

Small Business Targeted Revitalization 50/50 Matching Grant Program

Upon completion of pre-approved site improvements, the following application will need to be submitted online at: <https://harlingenedc.com/revitalizeharlingen>

Applicant Name: _____

Phone #: _____ **Email:** _____

Mailing Address: _____

Business Name: _____

Business Address: _____

Number of Employees:

Full-Time

Part-Time

Hiring

Summary of project and work for which grant is requested (attach separately if more space is needed):

Improvements (check all that apply)

- ☐ Exterior painting, re-siding, cleaning, or other improvements that revitalize the storefront appearance
- ☐ Exterior restoration of significant architectural details

- ☐ New doors, windows, or awnings
- ☐ Installation of permanent landscaping
- ☐ Repair, removal, and replacement of old signage
- ☐ Parking lot resurfacing with striping
- ☐ Interior repair and/or replacement, painting and/or resurfacing of structure walls and flooring *(75% of work completed must be exterior improvements to qualify for interior improvements)*
- ☐ Architectural and engineering fees as well as permitting and development review fees not to exceed Ten (10) percent of the total eligible project costs
- ☐ Other (please specify)

Total Cost of Improvements

Exterior \$ _____

Interior \$ _____

Total Project Cost (if different)

\$ _____

The following information must be submitted with your application:

- ☐ Completed and signed application form, business owner AND Property owner (if applicable)
- ☐ Detailed explanation of renovations costs of work (labor, materials, other charges) and project component (painting, carpentry, plumbing, electrical and other charges). An executed contract with a general contractor can also be submitted in lieu of explanation.
- ☐ Copy of current business tax certificate
- ☐ Confirmation that mortgage, property insurance and property tax payments are current and in good standing, which is usually a copy of a receipt
- ☐ Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements

- ☐ Digital photographs of project site prior to and after improvements
- ☐ Signed receipt with start and end date of completed work and identification of who completed the work
- ☐ Application Package

The Applicant certifies and agrees to the terms and conditions set forth below:

1. The Applicant is the owner or tenant of a property in the City of Harlingen, TX as outlined in the Revitalize Harlingen Program Guidelines and is in good standing with the City of Harlingen in terms of payment of taxes and utilities.
2. The Applicant agrees to adhere to all rules and eligibility requirements as outlined in the Revitalize Harlingen Program Guidelines dated November 2023.
3. Revitalize Harlingen grant funds awarded shall not exceed the amount as outlined in the Revitalize Harlingen Program Guidelines.
4. Applicants will enter into an agreement with the Harlingen EDC prior to any disbursement of funds.

Business Owner

Name:

Date:

Title:

Property Owner (if applicable)

Name:

Date:

Title:

EXHIBIT A

REVITALIZE HARLINGEN ZONE 1

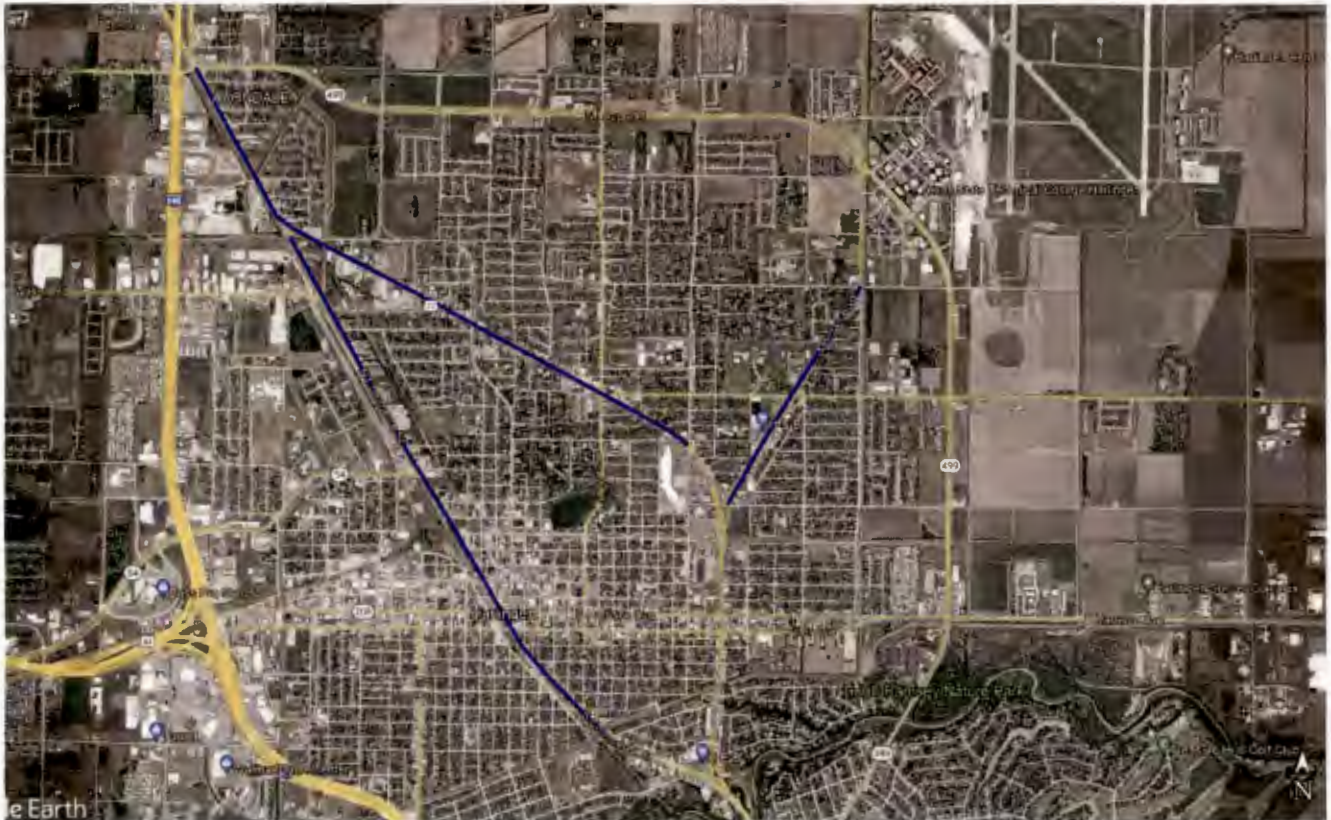
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- S C St between West Jackson and West Tyler
- S B St between West Jackson and West Tyler
- S West St between West Jackson and West Tyler

REVITALIZE HARLINGEN ZONE 1



REVITALIZE HARLINGEN ZONE 2

- South Commerce Street to Little Creek Drive
- North Commerce Street to N 77 Sunshine Strip
- N 77 Sunshine Strip between 13th Street and Loop 499
- Morgan Blvd. between E Washington Ave. and Rio Hondo Rd.



16)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager Gabriel Gonzalez, on behalf of the City of Harlingen Police Department, to approve and sign the (1) Incumbency Certificate, (2) the Addendum to Master Open-End Vehicle Lease Agreement and the (3) Master Open-End Vehicle Lease Agreement between the City of Harlingen and Commercial Vehicle Leasing, LLC d/b/a D&M Leasing to enter into an agreement for Harlingen Police Department will be leasing vehicles and as further set out in the attached agreement. Attachment (**Police**)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature: 

Brief Summary:

City of Harlingen, Texas and Commercial Vehicle Leasing LLC d/b/a D&M Leasing will enter into an agreement wherein D&M Leasing will be leasing police vehicles to the Harlingen Police Department and as further set out in the attached agreement.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for ☒ 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 an agreement with Commercial Vehicle Leasing, LLC d/b/a D&M Leasing.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting City Manager
for the City of Harlingen, Texas ("Lessee"),
a municipal corporation duly organized and existing under the laws of the STATE OF TEXAS that I have
custody of the records of such entity, and that, as of the date hereof, the individuals named below are the
duly elected or appointed officers of such entity holding the offices set forth opposite their respective
names. I further certify that (i) the signatures set opposite their respective names and titles are their true
and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into
that certain **Master Open-End Vehicle Lease Agreement** dated Jul 20, 2023 between
such entity and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing ("Lessor") and any other contract
or document contemplated thereby. Additionally, I certify that Lessee has duly ratified and/or confirmed
(as the case may be) all prior actions of its officers related as to the above-referenced Lease and/or any
other contracts or documents contemplated thereby.

NAME	TITLE	SIGNATURE
Gabriel Gonzalez	City Manager	

IN WITNESS WHEREOF ((General Counsel or another Authorized Officer):

I _____ (name), _____ (title)
do affirm the above reference names have authority to execute contract documents for
City of Harlingen, Texas ("Lessee"), and duly executed this
certificate and affixed the seal of such entity hereto this 07/20/2023 (date).

WITNESS SIGNATURE: _____
(General Counsel or another Authorized Officer)

**ADDENDUM TO MASTER OPEN-END
VEHICLE LEASE AGREEMENT**

The following is an addendum to the Master Open-End Vehicle Lease Agreement ("Master Lease") entered into by and between Commercial Vehicle Leasing, L.L.C. d/b/a D&M Leasing ("Lessor") and City of Harlingen, Texas ("Lessee") entered into with an Effective Date of Jul 20, 2023. This addendum is fully incorporated into the Master Lease for all purposes as if fully recited verbatim herein. In the event of a conflict between the terms and conditions of the Master Lease and this addendum, this addendum will control. Capitalized terms used herein without definition shall have the same meaning as set forth in the Master Lease. All terms and conditions of the Lease shall remain in full force and effect, except to the extent modified hereby.

The following is added as Section 38 of the Master Lease:

38. Electronic Signatures. The parties hereto agree that this Master Lease (and any Schedules or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, Lessor is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by Lessor pursuant to procedures approved by it. Lessee agrees that, if requested by Lessor, Lessee will provide an original manually executed counterpart.

Agreed and Accepted:

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: _____
Title: _____

Address:
1400 W. 7th Street, Suite 200
Forth Worth TX, 76102

LESSEE:

City of Harlingen, Texas

By: _____
Name: Gabriel Gonzalez
Title: City Manager

Address:
118 E. Tyler Ave.
Harlingen TX, 78550

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of Jul 20, 2023 ("Effective Date") between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and _____ ("Lessee").
City of Harlingen, Texas

1. Vehicles. Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in paragraph 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease," "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. Lessee's Obligations. Except as provided in paragraph 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in paragraphs 5, 14 and 19 and subject to paragraph 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. Rent and Other Payments. Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of Section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of Section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. Essential Use. Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. Non-Appropriation. Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and paragraph 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. Deposit. Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. Unconditional Net Lease; No Offset; Survival. This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may be asserted

by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights. Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE AS-IS AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to paragraph 23 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY

RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. No Agency. LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN PARAGRAPH 28 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT PARAGRAPH.

10. Location; Inspection; Use. Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. Alterations and Upfitting. For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall

have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. Vehicle Maintenance; Factory Recall. Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. Loss and Damage. Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this paragraph, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in paragraph 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in paragraph 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. Lease Settlement; Termination Value.

(a) Surrender of Vehicle: At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Paragraph 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee shall so surrender the Vehicle upon expiration of the term hereof, as specified in the

Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of \$750 and Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle) exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

(b) Purchase of Vehicle: As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus its then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee

of \$500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. Insurance. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of \$1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than \$1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds. All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under paragraph 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas.

16. Titling; Registration. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee.

17. Taxes; Fines. Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the

terms of this paragraph 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this paragraph 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations. If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, until presentation of evidence of the exemption satisfactory to Lessor, Lessor will proceed on the assumption that the applicable assessment is due. Once Lessee has provided evidence of the exemption satisfactory to Lessor, Lessor will adjust its procedures prospectively, but no retroactive adjustment will be made. Lessor will assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of the subject assessment. Additionally, Lessee is responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. Lessor's Payment. If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of \$25.

19. Indemnification. Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. Default and Remedies. Any of the following will constitute an "Event of Default" hereunder: (a) Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation

Event shall not be considered a default hereunder; (b) Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in clause (a) above, provided such default continues for more than twenty (20) days, except as provided in (c) and (d) below; (c) any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days; (d) Lessee's failure to comply with its obligations under paragraph 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of paragraph 23; (e) a final judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof; (f) death or judicial declaration of incompetency of Lessee, if an individual; (g) the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy; (h) the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed; (i) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business; (j) the occurrence of any event described in parts (e), (f), (g), (h) or (i) hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease; (k) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; (l) breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or (m) a transfer of effective control of Lessee, if an organization.

Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

(b) In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing

have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

(c) To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus \$500 if the Vehicle is not returned;

(d) Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

(e) Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

(f) Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

(g) Lessor may cancel this Lease on notice to Lessee;

(h) Subject to Paragraph 21, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

(i) Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

21. Dispute Resolution. To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties shall comply with the dispute

resolution process as provided in Chapter 2260 of the Texas Government Code. The procedures contained in Chapter 2260 are a prerequisite to suit.

22. Lessor's Expenses. Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in paragraph 20, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

23. Assignment; Liens. Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

24. Late Charge; Dishonored Check. In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in Section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with Sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

25. Markings. If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

26. Additional Documents. If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

27. Non Waiver. No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

28. Entire Agreement; Amendment and Modification. This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified orally. The parties hereto may be amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

29. Notices; Designation of Authorized Representative. Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this paragraph. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be

effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name: Gabriel Gonzalez
Title/Position: City Manager
Address: 118 E. Tyler Ave. Harlingen, TX 78550
Phone Number: 956-216-5063
Email Address: ggonzalez@harlingentx.gov

30. Number; Joint and Several Liability. Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

31. Titles. The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

32. Time. Time is of the essence of this Lease and each and all of its provisions.

33. Governing Law; Venue. This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Tarrant County, Texas. Venue for any action related hereto will be in an appropriate court in Tarrant County, Texas, to which Lessee consents.

34. Lessee's Representations and Warranties. As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of Lessee; (d) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document,

agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Vehicle(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

City of Harlingen, Texas

By: _____

Name: Gabriel Gonzalez

Title: City Manager

35. Waiver of Trial by Jury. LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

36. Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization. Pursuant to Sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

37. Severability. If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: _____
Title: _____

Address:
1400 W. 7th Street, Suite 200
Forth Worth TX, 76102

LESSEE:

City of Harlingen, Texas

By: _____
Name: Gabriel Gonzalez
Title: City Manager

Address:
118 E. Tyler Ave.
Harlingen TX, 78550

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **November 1, 2023**

Agenda Item:

Consideration and possible action to close the following streets on Sunday, December 3, 2023 from 8:30 a.m. to 12 Noon to hold the South Texas International Marathon. **(City Manager)**

East Old Hwy 83 from Bass Blvd. to Lewis Lane; then North on Lewis Lane to Frontage Road - (1-2); take Frontage Road East to Spur 54; go east on Spur 54 take a right on Bass Pro Drive; take a left on West Jefferson Valley Fair; then North on Harlingen Heights Drive to Finish Line.

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:

GM

Comments:

City Attorney's approval: