CITY COMMISSION
AGENDA
REGULAR MEETING
JULY 17, 2024
@ 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, JULY 17, 2024, 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 requesting 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.

1) **Call Meeting to Order**

a) Invocation – Mayor Pro-Tem Rene Perez

b) Pledge of Allegiance

c) Welcome Citizens

2) **Conflict of Interest**
"Under State Law, a conflict of interest exists if a commission 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)***

3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*

a) Mayor's Announcements

b) City Manager's Announcements

c) City Commission Member Announcements

4) **Proclamation/Presentation of Awards:**

a) Mayor's Business of the Month Award – Better Bodyz

5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*

6) **Approval of Minutes**

a) Regular Meeting of May 15, 2024

7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*

a) Consideration and possible action to approve an ordinance on second and final reading for a Special Use Permit ("SUP") to allow an adult business (smoke shop) in a General Retail ("GR") District located at 218 W. Tyler Avenue, Suite A, bearing a legal description of Lots 14-15, Block 82, Harlingen Original Townsite Subdivision. Applicant: David Maya. Attachment ***(Planning & Development)***

b) Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant Offer No. 3-48-0101-077-2024 in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260) for the Runway Extension Project at Valley International Airport. Attachment ***(Airport)***

c) Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant Offer No. 3-48-0101-078-2024 in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384) for the Air Traffic Control Tower Project at Valley International Airport. Attachment
(Airport)

d) Consideration and possible action to approve the installation of speed humps at 12th Street between Monroe Ave. and Jefferson Ave. (***This item was requested by Commissioner Daniel N. Lopez and Commissioner Frank Morales)***

e) Consideration and possible action to approve a request from the Harlingen Police Department to close the following streets on Saturday, October 12, 2024, between the hours of: 6:00 a.m. to 12:00 p. m. for the 10th Annual Run with the Heros 5K. Attachment: (***Police)***.

- Jackson Avenue between Commerce and 6th Street
- "A" Street (Jackson Avenue - alleyway to alleyway)
- Curve from Washington Avenue / 3rd Street to 5th Street / Woodland Drive.

f) Consideration and possible action to approve a request from Alexis Riojas, Downtown Director, to close the following streets on Saturday, November 9, 2024 from 4:00 p.m. to 11:00 p.m. for the Fall Market Event. Attachment: (***Police Dept.)***

- Southside intersection of Monroe Ave. and Third Street
- Alleyway at the 100 Block of North Third Street
- North and South side intersections of Jackson Ave. and Third Street
- Alleyway at the 100 Block of South Third Street
- North side intersection of Van Buren Ave. and Third Street

8) **Staff Reports and Other Discussion Items:** *Items in this section are not expected to require action by the City Commission and are generally for information only. However, any item listed in this section may become an action item with the request of the Mayor, or after the request of any two Commission members, or the City Manager.*

a) City Manager's Report

b) Staff Reports – Public Works Drainage Report

9) **Public Hearings:** *At this time, the Mayor will invite members of the public who have filled out the Public Hearing and the Citizen Communication Form to address each item listed in this section. Please limit your comments to the topic of that public hearing. If more than one public hearing is being held, you will be allowed to speak during each topic, provided you have filled out the Public Hearing and Citizen Communication Form for the appropriate topic. If you are signed up for two (2) or more Public Hearings, you will be limited to 5 minutes for all topics.*

a) Public hearing for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel. Attachment ***(Planning & Development)***

b) Public hearing for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC. Attachment ***(Planning & Development)***

c) Public hearing for a rezoning request from Residential, Multi Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore

Land Surveying c/o Moo Vann, LLC. Attachment ***(Planning & Development)***

d) Public hearing amending the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69-acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga. Attachment ***(Planning & Development)***

10) **Action Items:** *City Commission will discuss, consider, and take any action deemed necessary on items listed in this section, including the adoption of a resolution or an ordinance.*

Ordinances

a) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel . Attachment ***(Planning & Development)***

b) Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC. Attachment ***(Planning & Development)***

c) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Multi Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o Moo Vann, LLC. Attachment ***(Planning & Development)***

d) Consideration and possible action to approve an ordinance on first reading for a request to amend the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69 acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga. Attachment ***(Planning & Development)***

e) Consideration and possible action to approve an ordinance on second and final reading amending Chapter 36 of the Harlingen Code of Ordinances establishing prohibited activities in the City Parks. Attachment ***(Parks & Recreation)***

f) Consideration and possible action to approve a resolution authorizing the City Manager to sign an Advanced Funding Agreement with the Texas Department of Transportation and represent the City of Harlingen in all matters related to the Arroyo Colorado Trail Extension Phase IV, referred to as Dixieland Reservoir Planning Project. Attachment (***Parks & Recreation)***

g) Discussion and possible action to approve an upgrade of the City Mobile App at a cost of $40,446. ***(M.I.S. Dept.)***

h) Consideration and possible action to approve Amendment No. 2 amending the Harlingen Downtown Improvement District Fund 2023-2024 Fiscal Year Budget. Attachment ***(Finance)***

i) Consideration and possible action to approve an ordinance authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024 (CWSRF); authorizing the execution of a paying agent/registrar agreement and an escrow agreement relating to such bonds; and pledging the revenues of the city's waterworks and sewer system to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto. Attachment ***(HWWS)***

[redacted]

11) **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 (1)
Audit Committee (Terms expire in June)
Charter Review Committee (Ad Hoc)
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 (6)
Harlingen Teen and Young Adult Advisory Board (2)
Healthy Harlingen Advisory Board
Keep Harlingen Beautiful Board
Library Advisory Board
Mayor Wellness Council
Museum Advisory Board
Parks Advisory Board
Planning & Zoning Advisory Board
Senior Citizens Advisory Board (1)
Small Business Committee
Tax Increment Finance Board
Utility Board of Trustees
Veterans Advisory Board (1)
Zoning Board of Adjustment (2)

12) **Executive Session:** *All items listed in this section will be deliberated in a closed session. Members of the public are not generally permitted to attend a closed session. Executive Session items may be considered as an action item at the discretion of the Mayor. However, City Commission will not take any action in closed session.*

a) Pursuant to Tx. Government Code Section 551.071 (1) and (2) – attorney consultation; Section 551.072 regarding 83/77 Properties. (***City Manager***)

b) Consultation with legal counsel pursuant to Tx. Gov't Code 551.071 to receive a briefing from the City Attorney regarding a matter protected by the attorney client communication privilege.(***City Attorney)***

c) Consultation with legal counsel pursuant to Tx. Gov't Code 551.071 to receive a briefing from the City Attorney regarding a matter protected by the attorney client communication privilege. (***City Attorney)***

13) **Action on Executive Session Items:** *The City Commission will reconvene in open session and may take action on any item listed in the Executive Session Section of this agenda.*

14) a) Consideration and possible action on Items 12 (a), (b) and (c).

15) **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, JULY 12, 2024,** at or before 4:30 p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this **12th** day of JULY 2024

Amanda C. Elizondo

Amanda C. Elizondo, City Secretary

6a)

REGULAR MEETING

CITY COMMISSION — HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held May 15, 2024, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 118 E. Tyler, 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:

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

<u>City Staff</u>
Gabriel Gonzalez, City Manager
Amanda C. Elizondo, City Secretary
Mark Sossi, City Attorney

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

1) **Call Meeting to Order**

   a) <u>Invocation – Commissioner Frank Morales</u>
   b) <u>Pledge of Allegiance – Mayor Norma Sepulveda</u>
   c) <u>Welcome Citizens – Mayor Sepulveda welcomed the citizens in attendance.</u>

2) **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 and asked the Mayor and Commissioners if they had a conflict on any item on the agenda. Mayor Pro-Tem Perez abstained from Item 10 (i).

3) **Announcements:**

   a) **Mayor's Announcements**: She thanked everyone who attended the State of the City Event and city staff who were involved in putting it together. She reported on her recent trip to Washington, D.C., to represent the City of Harlingen.

   b) **City Manager's Announcements**

      - Gabriel Gonzalez, City Manager, announced a vaccine and microchip clinic for Harlingen residents only on Saturday, May 18, 2024, from 8:00 a.m. to 11:00 a.m.

      - The Media and Communications Staff (Calista Reyes and Brandon Castellanos) created a video to compete with the Texas Association of Municipal Information Officers. They are in San Antonio and one of the statewide award's finalists.

c) **City Commission Member Announcements**

- Commissioner Morales announced that today is "Global Running Day" and thanked Footworks. A mile and up to a 5k Run is scheduled at Arroyo Park starting at 7:00 p.m. Everyone is welcome to attend this event.

- Mayor Pro-Tem Perez stated a parade is scheduled on Thursday, May 16, 2024, to recognize and honor the Harlingen South Lady Hawks Softball Team for their accomplishment of coming in 2nd place in the State playoffs - from 6:30 p.m. to 7:30 p.m., starting on 5th Street and onto "A" Street followed by a celebration at Lozano Plaza. Everyone is welcome to show their support to the Lady Hawks.

4) **Presentation of Awards:**

a) **Mayor's Business of the Month Award – Quinn Comics**

Rob Quinn, Owner stated we are your friendly neighborhood comic shop, family-owned and operated for six and a half years. We enjoy serving our RGV community and appreciate everyone who comes in. My family and I are honored to be recognized by the City of Harlingen.

b) Presentation of Award – Harlingen High School South "Hawks" Boys Chess Team

Coach Arturo Aparicio thanked the City Commission for recognizing the team. I am proud of the achievement they accomplished this year. The team started at the elementary level and competed at the national level. They practiced and worked hard during their elementary, middle, and high school levels, participating in a state tournament. They demonstrated their skills, persistence, and spirit, which served them well. The team member, Isabel Vasquez, placed first at the state level and was awarded a $2,000 scholarship to attend UTRGV. A second scholarship for $1,000 was awarded to our second-place team member.

c) Presentation of Award – Harlingen High School South "Lady Hawks" Soccer Team

Deborah Galvan, Head Coach, stated she would like to thank the city commission for recognizing the team. We are honored to represent the City of Harlingen and keep the tradition by being an excellent School and striving to improve.

d) Presentation of Award – Bonham Elementary Chess – Uther Rodriguez

Mayor Sepulveda stated that this was a great accomplishment. It takes dedication and hard work not only from the students but also from their families to get him to practice and take the time for schoolwork as well. Being a well-rounded student who is representing Harlingen is something we could not be more proud of.

e) Proclaiming the Week of May 19th thru 25th, 2024 as "Emergency Medical Services Week"

Bill Aston, Executive Director of South Texas Emergency Care, stated they would be celebrating EMS's 50th Anniversary in the nation. We are first responders and should include law enforcement and fire departments because the officers and firefighters are at the same site wherever we are. What Harlingen has built over the years is tremendous regarding law enforcement, fire suppression, and emergency services. Including the (full-fledged) hospital trauma centers and air ambulances to fly patients wherever needed. Thank you to the City of Harlingen and the City Commission for your leadership and guidance, especially Commissioner Kinsley.

f) Proclaiming May 10-16, 2024 as "National Police Week"

Cristina Garcia, Social Media/Communications Director, stated that since the first reported death in 1786, over 24,000 law enforcement officers have died in the line of duty. This spring, 282 more names will be added to the Law Enforcement Officers Memorial in Washington, D.C., including 818 officers in 2023 and 164 other officers killed in previous years.

Michael Kester, Police Chief, added that we honor those who gave their lives in the line of duty. Thankfully, by the grace of God, there are no names from the City of Harlingen. However, this could happen at any time in this profession. The most recent, Lt. Milton Resendez from San Benito, will be among those names added. We honor their service today, and we honor their legacy always.

g) Proclaiming the Week of May 19-24, 2024 as "National Public Works Week"

Cristopher Torres, Public Works Director, stated he has been doing this type of work for 18 years; I have a great staff. They get things done without hesitation. I thank them for all their hard work and dedication, and the city commission and management for your leadership and guidance.

h) Proclaiming the Month of May as "National Cities, Towns and Villages" Month

Cristina Garcia, Social Media/Communications Director, stated America's local governments have been essential in transforming the United States into the greatest and most influential nation in the world. Harlingen was incorporated in 1904 and is proudly served today by the Harlingen City Commission and a municipal workforce of about 650 dedicated public servants. We would like to ensure that the City of Harlingen and the United States are at the forefront of innovation and growth.

i) Presentation by Chief Mike Kester to Luis Guerrero – HPD Officer of the Year Award

Officer Guerrero is one of six department supervisors nominated to receive this award. During 2023, Officer Guerrero was assigned a night shift for the Patrol Division for a year. In February, he received a lifesaving award and had numerous misdemeanor and felony arrests during the year. Always ready to work on time and rarely absent from work. Officer Guerrero, assigned to one of the busiest districts in the city, became familiar with the area to keep it safe. His proactive efforts led to the identification of many suspects, and frequently, those were arrested with warrants. Officer Guerrero exemplifies how other officers should be professional and perform their duties. He was recently asked to join the criminal investigations division and is now a detective.

j) Presentation by Chief Mike Kester to Guillermo Dorantes – HPD Civilian of the Year

Chief Kester stated that Officer Guillermo Dorantes could not attend the meeting to receive the award.

5. **Citizen Communication:**

- Arturo Aparicio – Uses Fields #1 and #2 - Soccer Complex.
- Raymond Reyes – Efficiency/Continued Progress
- David Sanchez – Soccer Complex – Citizens should use the complex at no cost and need lighting.

6. **Approval of Minutes:**

a) Regular Meeting of March 20, 2024

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the Regular Meeting Minutes of March 20, 2024. Motion carried unanimously.

7. **Consent Agenda:**

a) Consideration and possible action to approve a request from Normal Linda Castro to close the following streets on Saturday, June 15, 2024, from 5:00 p.m. to 8:00 p.m. for a block party event.

- East side Intersection of South "J" Street and West Grant Avenue
- Alleyway at the 1000 Block of West Grant Avenue
- The west side Intersection of South Eye Street and West Grant Avenue

b) Consideration and possible action to accept or deny a donation from the family of Aurelia Star Ramirez, for purchasing and installing a bench in her memory at Lon C. Hill Park.

c) Consideration and possible action to accept or deny a donation from the Harlingen Texas Bronco League of $ 8,000.00 for improvements to Victor Park Baseball Fields.

d) Consideration and possible action to approve the installation of speed humps in the following locations (This item was requested by Commissioner Daniel N. Lopez and Commissioner Frank Morales)

1. W. Jefferson Ave.
2. W. Madison Ave.
3. 200 W. Louisiana

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Lopez to approve Items 7 (a through c). Motion carried unanimously.

Motion was made by Commissioner Lopez and Mayor Pro-Tem Perez to remove Item 7 (d).

Commissioner Lopez requested that W. Madison Ave. be revised to W. "M" Street on the list of streets.

Mayor Pro-Tem Perez requested to add Paloma Lane between Paloma Circle North and Paloma Circle South.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Lopez to approve Item 7 (d) list of streets as amended. Motion carried unanimously.

8. **Staff Reports and Other Discussion Items:**

a) City Manager's Report - None

b) Staff Report - None

c) A quarterly report from South Texas Emergency Management Care from January through March 2024.

Rene Perez reported an increase of 23% in opioid overdoses over the last couple of weeks, which coincides with the end of the school year during graduation parties and gatherings. There were a couple of fatalities due to overdoses, and what is most concerning is that it involved a younger population. The Harlingen Police Dept. carries and has administered Narcan when necessary. We also received a $10,000 grant for the Child Safety Car Seat Program to provide car seats for those who cannot afford one to protect them from pediatric injuries from car accidents. We are working with the Harlingen Police Dept. to conduct car seat clinics to provide training on car seat use and installation. We are having a hurricane meeting with our medical staff at the Harlingen Convention Center to ensure they are ready for hurricane season, including the Public Works Dept. and the hospitals have a plan ready. The city, county, and state officials will help plan and answer any questions.

d) Presentation by U.T. Health Houston School of Public Health – mid-year report of Tu Salud Si Cuenta Program.

Dr. Belinda Reininger stated that they continue working with the city to promote the "Tu Salud Si Cuenta Program," which covers ten cities or ten areas in two counties. This program has a combination of strategies that we put together, which includes working with entities and collectively working together to address environmental and infrastructure changes, mass media, social support, health screenings, education, policy changes, better food choices, and physical activity. Focus on chronic disease prevention, particularly the underserved populations in our community. Classes are being held in each of the ten communities. Harlingen has 12 series of courses every week at no cost. To be physically active, people can attend nearly 200 free exercise classes around the two county areas. People who enroll in this program show improvement in their health status, including a 72% improvement in their health.

9. **Public Hearings**:

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

a) Public hearing for a rezoning request from Residential, Single Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 202 E. Filmore Avenue, bearing a legal description of Lot 1, Block 126, Harlingen Original Townsite Subdivision. Applicant: Jesus P. Garza.

There being none, Mayor Sepulveda closed the public hearing.

10) **Action Items**:

Ordinances

a) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from a Residential, Single Family ("R-1") District to a Residential, Duplex ("R-2") District for a property located at 202 E. Filmore Avenue, bearing a legal description of Lot 1, Block 126, Harlingen Original Townsite Subdivision. Applicant: Jesus P. Garza.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to adopt the ordinance on first reading for a rezoning request from a Residential, Single Family ("R-1") District to a Residential, Duplex ("R-2") District for a property located at 202 E. Filmore Avenue, bearing a legal description of Lot 1, Block 126, Harlingen Original Townsite Subdivision. Motion carried unanimously.

b) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee schedule, Chapter 6, add fees for vaccines, tests, and medication for domestic dogs and cats provided by the City of Harlingen Animal Shelter.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee schedule, Chapter 6, add fees for vaccines, tests and medication for domestic dogs and cats provided by the City of Harlingen Animal Shelter. Motion carried unanimously.

c) Consideration and possible action to approve an extension to the contract between the City of Harlingen and Dr. Robert Kellogg, DVM, to continue providing services to the Harlingen Animal Shelter as needed.

Commissioner Lopez stated that he discussed changes with the City Attorney, including providing proof that Dr. Kellogg's licensure is still active and will remain so for the duration of his contract.

Shannon Harvill, Health Director, stated she had downloaded the license from the Veterinary Medical Examiner Website, indicating that the license was valid until February 28, 2025.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the extension to the contract between the City of Harlingen and Dr. Robert Kellogg, DVM, to continue providing services to the Harlingen Animal Shelter as needed, subject to amendments noted by the city attorney. Motion carried unanimously.

d) Consideration and possible action to approve a resolution authorizing the City Manager to submit a 50/50 grant application to the Department of Justice to equip peace officers with bulletproof vests (City's match - $17,019 and Dept. of Justice's – match $17,019) totaling $34,039.00.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Mezmar to approve a resolution authorizing the City Manager to submit a 50/50 grant application to the Department of Justice to equip peace officers with bulletproof vests (City's match - $17,019 and Dept. of Justice's – match $17,019) totaling $34,039.00. Motion carried unanimously.

e) Consideration and possible action to approve a matching funding request from Workforce Solution Cameron for a U.S. Department of Labor Training Grant.

Commissioner Lopez asked what type of training was involved with the grant.

Orlando Campos, CEO of Harlingen EDC, stated it was a $50,000 grant over five years. The program focuses on high-paying jobs in the renewable energy, transportation, and broadband infrastructure sectors. This is a matching fund from the Department of Labor Grant that Workforce Cameron and Workforce Solutions, RGV Grant received; both will share this grant. They are asking communities throughout the Valley to provide matching funds to help with additional funding for almost two million dollars awarded for training programs for individuals throughout the Valley.

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Perez to approve a matching funding request from Workforce Solution Cameron for a U.S. Department of Labor Training Grant. Motion carried unanimously.

f) Consideration and possible action amending the Development Corporation of Harlingen Bylaws through Resolution No. 2021-01, changing the election date of Board officers from May to January.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to amend the Development Corporation of Harlingen Bylaws through Resolution No. 2021-01, changing the election date of the board officers from May to January. Motion carried unanimously.

g) Consideration and possible action to approve a Memorandum of Understanding between the City of Harlingen and the Rotary Club of Harlingen to collaborate on improvements to the Harlingen Soccer Complex.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve a Memorandum of Understanding between the City of Harlingen and the Rotary Club of Harlingen to collaborate on improvements to the Harlingen Soccer Complex. Motion carried unanimously.

h) Consideration and possible action to approve an amendment to the existing contract between the city of Harlingen and Harlingen United Futbol Club to allow for the use of fields 1 and 2 at the Harlingen Soccer Complex.

Mr. Mendez stated that this amendment to the original agreement amends the use of the fields. We are adding Fields #1 and #2 since Fields #3 and #4 are currently under construction. In the original agreement, we restricted the league from using Fields #1 and #2 since those are considered championship fields for practice. We want to include all the fields – from 1 to 10 and reserve the right to restrict the use of fields when they are under construction. Language is included, and we will give them 30-day notice when imposing that restriction.

- Arturo Aparicio - Regarding Field #1 and #2 at the soccer complex.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve an amendment to the existing contract between the City of Harlingen and Harlingen United Futbol Club to allow for the use of Fields 1 and 2 at the Harlingen Soccer Complex. Motion carried unanimously.

i) Consideration and possible action to authorize the City Manager to sign an Interlocal Agreement between the City of Harlingen and the Harlingen Consolidated Independent School District for using two school buses during the 2024 Summer Parks and Recreation Program.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to authorize the City Manager to sign an Inter-local Agreement between the City of Harlingen and the Harlingen Consolidated Independent School District for the use of two school buses during the 2024 Summer Parks and Recreation Program. Motion carried as follows: FOR: Commissioners: Lopez, Mezmar, Morales and Kinsley; AGAINST: None; ABSTAINED: Mayor Pro-Tem Perez. (Vote: 4-0-1)

11) **Board Appointments:**

Commissioner Lopez re-appointed Rodolfo Andarza to the Keep Harlingen Beautiful Advisory Board. Re-appointed Robert Salmeron to the Senior Citizens Advisory Board; re-appointed Michael Boland to the Zoning Board of Adjustments.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the re-appointments of: Rodolfo Andarza to the Keep Harlingen Beautiful Advisory Board; Robert Salmeron to Senior Citizens Advisory Board; and Michael Boland to the Zoning Board of Adjustments. Motion carried unanimously.

12) **Executive Session**:

a) Pursuant to Government Code Section 551.071-attorney consultation and contemplated litigation Section 551.072-deliberation regarding real estate; and Section 551-087-economic development relating to the following projects:

1) Pan American Hydrogen
2) Project Alphabet
3) Project Decade

b) Pursuant to Tx. Government Code Section 551.071 (1) and (2) – attorney consultation; Section 551.072 regarding 83/77 Properties.

c) Pursuant to Tx. Government Code 551.072 to deliberate the purchase of property.

At 7:17 p.m., Mayor Sepulveda announced that the City Commission would convene into executive session to discuss Item 12a (1), (2) and (3), (b) and (c).

Motion was made by Commissioner Mezmar and seconded by Commissioner Lopez to convene into executive session. Motion carried unanimously.

13) **Action on Executive Session Items**:

At 8:30 p.m., Mayor Sepulveda announced that the City Commission had completed its executive session and declared the meeting open to the public.

a) Consideration and possible action on Items 12 a (1), (2) and (3) as discussed in executive session. No action was taken.

b) Consideration and possible action taken on Items 12 (b) and 12 (c) as discussed in executive session.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to proceed as discussed in executive session on Items 12 (b) and 12 (c). Motion carried unanimously.

14) **Adjournment:**

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

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

7a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Consideration and possible action to approve an ordinance on second and final reading for a Special Use Permit ("SUP") to allow an adult business (smoke shop) in a General Retail ("GR") District located at 218 W. Tyler Avenue, Suite A, bearing a legal description of Lots 14-15, Block 82, Harlingen Original Townsite Subdivision. Applicant: David Maya. 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 amount for this purpose? *If no, specify source of funding and amount requested:			☐	Yes	☐	No*
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 maintain the required parking in accordance with city regulations;
3. Complying with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
4. Providing video surveillance with a minimum 30-day retention; and,
5. Hours of operation for the smoke shop will be Monday through Saturday from11 a.m. to 9 p.m. and Sundays from 12 p.m. to 6 p.m.

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

Comments:

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

ORDINANCE NO. 24-______

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO DAVID MAYA TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 218 W. TYLER AVENUE, SUITE A, BEARING A LEGAL DESCRIPTION OF LOTS 14-15, BLOCK 82, HARLINGEN ORIGINAL TOWNSITE SUBDIVISION.

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 in Exhibit "A":

> Special Use Permit ("SUP") issued to David Maya to allow an adult business (smoke shop) in a General Retail ("GR") District located at 218 W. Tyler Avenue, Suite A, bearing a legal description of Lots 14-15, Block 82, Harlingen Original Townsite Subdivision.

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Chief Building Official 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 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 Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Complying with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
4. Providing video surveillance with a minimum 30-day retention; and,
5. Hours of operation for the smoke shop will be Monday through Saturday from11 a.m. to 9 p.m. and Sundays from 12 p.m. to 6 p.m.

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 17th day of July, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

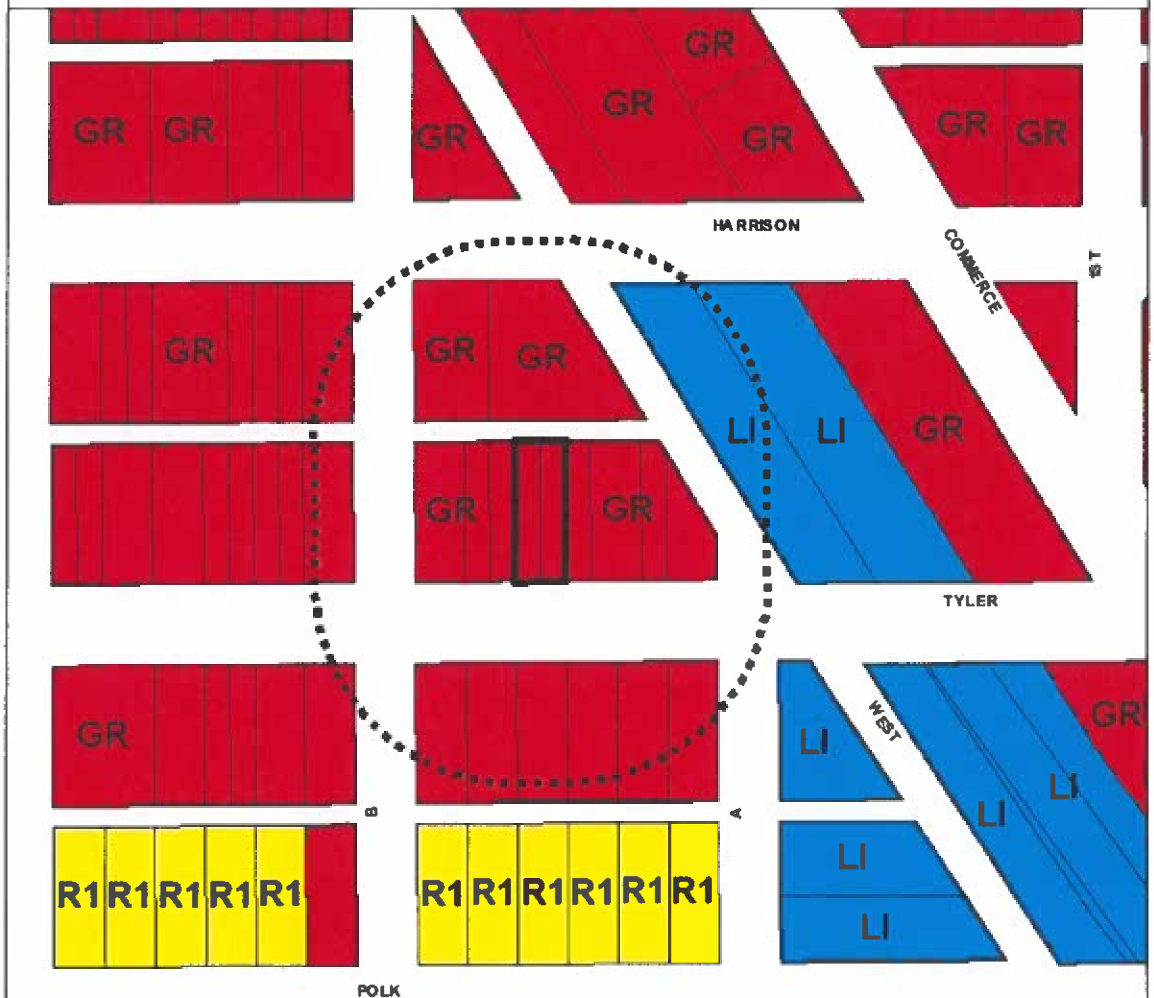
Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"

Request for a Special Use Permit ("SUP") to allow an adult business (smokeshop) in a General Retail ("GR") District located at 218 W. Tyler Avenue, bearing a legal description of Lots 14-15, Block 82 Harlingen Original Townsite Subdivision. Applicant: David Maya



N

0 50 100

Feet

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 06.10.2024

7b

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **Wednesday, July 17, 2024**

Agenda Item:
Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant offer No. 3-48-0101-077-2024 in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260) for the Runway Extension project at Valley International Airport. Attachment ***(Airport)***

Prepared By (Print Name):	Marv R. Esterly
Title:	Director of Aviation
Signature:	M-R-E

Brief Summary:
This grant is for the Runway Extension project at Valley International Airport.

Funding (if applicable):			
Are funds specifically designated in the current budget for the full amount for this purpose?	[X] Yes	[ ] No*	
*If no, specify the source of funding and amount requested:			
Finance Director's approval:	[ ] Yes	[ ] No	[ ] N/A

Staff Recommendation:
Staff recommends acceptance of the anticipated Federal Aviation Administration (FAA) Grant offer No. 3-48-0101-077-2024 in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260) for the Runway Extension project at Valley International Airport.

City Manager's approval:	GG	[✓] Yes	[ ] No	[ ] N/A

Comments:

City Attorney's approval:	[signature]	[ ] Yes	[ ] No	[ ] N/A

form revised 01/26/09

RESOLUTION NO. NO. ______________

STATE OF TEXAS §

COUNTY OF CAMERON §

WHEREAS, the United States Department of Transportation, Federal Aviation Administration is expected to submit an anticipated grant offer; Grant No. 3-48-0101-077-2024; and

WHEREAS, the intended purpose of the anticipated Grant No. 3-48-0101-077-2024 is for the Runway Extension project at Valley International Airport in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260); and

WHEREAS, the anticipated Grant No. 3-48-0101-077-2024 for the Valley International Airport was approved by the Harlingen Airport Board during its regular meeting of July 16, 2024; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas deems it necessary and desirable to accept the execution of the anticipated FAA Grant No. 3-48-0101-077-2024 in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260); now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

The Mayor of the City of Harlingen, Norma Sepulveda, is hereby authorized to execute on behalf of the City of Harlingen the anticipated Grant Offer No. 3-48-0101-077-2024 for the Runway Extension project at Valley International Airport in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100s ($1,623,260);

When so executed by the Mayor of the City of Harlingen, the City of Harlingen shall be bound to all of the conditions and requirements as stated in said anticipated grant offer if and when it is received.

CONSIDERED AND ADOPTED this 17th day of July 2024, at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with Texas Government Code, Title 5, Subtitle A, Chapter 551.

CITY OF HARLINGEN

BY: ______________________________
Norma Sepulveda, Mayor

ATTEST:

____
Amanda Elizondo, City Secretary

AGENDA ITEM
EXECUTIVE SUMMARY

7c

Meeting Date: **Wednesday, July 17, 2024**

Agenda Item:
Consideration and possible action to approve, a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant offer No. 3-48-0101-078-2024 in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384) for the Air Traffic Control Tower project at Valley International Airport. Attachment ***(Airport)***

Prepared By (Print Name): Marv R. Esterly
Title: Director of Aviation
Signature:

Brief Summary:
This grant is for the Air Traffic Control Tower project at Valley International Airport.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? [X] Yes [ ] No*
*If no, specify the source of funding and amount requested:

Finance Director's approval: [ ] Yes [ ] No [ ] N/A

Staff Recommendation:
Staff recommends acceptance of the anticipated Federal Aviation Administration (FAA) Grant offer No. 3-48-0101-078-2024 in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384) for the Air Traffic Control Tower project at Valley International Airport.

City Manager's approval: [✓] Yes [ ] No [ ] N/A

Comments:

City Attorney's approval: [ ] Yes [ ] No [ ] N/A

form revised 01/26/09

RESOLUTION NO. NO. _______________

STATE OF TEXAS δ

COUNTY OF CAMERON δ

WHEREAS, the United States Department of Transportation, Federal Aviation Administration is expected to submit an anticipated grant offer; Grant No. 3-48-0101-078-2024; and

WHEREAS, the intended purpose of the anticipated Grant No. 3-48-0101-078-2024 is for the Air Traffic Control Tower project at Valley International Airport in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384); and

WHEREAS, the anticipated Grant No. 3-48-0101-078-2024 for the Valley International Airport was approved by the Harlingen Airport Board during its regular meeting of July 16, 2024; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas deems it necessary and desirable to accept the execution of the anticipated FAA Grant No. 3-48-0101-078-2024 in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384); now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

The Mayor of the City of Harlingen, Norma Sepulveda, is hereby authorized to execute on behalf of the City of Harlingen the anticipated Grant Offer No. 3-48-0101-078-2024 for the Air Traffic Control Tower project at Valley International Airport in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100s ($1,925,384);

When so executed by the Mayor of the City of Harlingen, the City of Harlingen shall be bound to all of the conditions and requirements as stated in said anticipated grant offer if and when it is received.

CONSIDERED AND ADOPTED this 17th day of July 2024, at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with Texas Government Code, Title 5, Subtitle A, Chapter 551.

CITY OF HARLINGEN

BY: ______________________________
Norma Sepulveda, Mayor

ATTEST:

____
Amanda Elizondo, City Secretary

7d

City of Harlingen

Agenda Item Request Form

We, hereby request the following item to be added to the July 17, 2024, City Commission Agenda:

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

1. 12th Street between Monroe Ave. and Jefferson Ave.

Daniel N. Lopez, Commissioner Dist. 2

Frank Morales, Commissioner Dist. 4

7e

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: July 17, 2024

Agenda Item:

Consider and possible action to approve a request from the Harlingen Police Department requesting to close the following streets on Saturday, October 12th, 2024, between the hours of 6:00 AM – 12:00 PM for the 10th Annual Run With The Heroes 5K:

- **Jackson Avenue between Commerce and 6th Street**
- **"A" Street (Jackson Avenue – alleyway to alleyway)**
- **Curve from Washington Avenue / 3RD Street to 5th Street / Woodland Drive**

Prepared By (Print Name): Michael E. Kester
Title: Chief of Police
Signature: [signature]

Brief Summary:

The Harlingen Police Department requests that the following streets be closed on Saturday, October 12th, 2024, for the 10th Annual Run With The Heroes 5K

The street closure is to ensure the safety of the attending public. This temporary closure should not affect traffic flow in the general area.

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 for this purpose? ☐ 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: [signature] ☑ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval: [signature] ☑ 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: 07/4/24**

FROM: Officer Orlando Gonzales #3036

RE: Street Closure Request – 10th Annual "Run With The Heroes 5K

The Harlingen Police Department (HPD) will be hosting the 10th Annual "Run With The Heroes 5K. HPD is requesting a street closure for this event that will be held on West Jackson Street scheduled between the hours of 6:00 A.M. - 12:00 P.M. on Saturday, October 12, 2024.

There will be emergency vehicles, pop up tents, vendors, the City of Harlingen portable stage, Start / Finish Line Arch, etc. stationed along Jackson Street for display. The following streets are requested to be closed throughout the duration of the event:

- Jackson Avenue between Commerce Avenue and 6th Street
- "A" Street (Jackson Avenue -alleyway to alleyway)
- Curve from Washington Avenue/ 3rd Street to 5th Street / Woodland Drive

This street closure is to ensure the safety of the attending public. This temporary closure should not affect traffic flow in the general area.

If approved, barricades are to be delivered by the City of Harlingen Street Department prior to 4:00 P.M on Friday October 11, 2024. A copy of the map is attached.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	[signature]	3036	07/04/2024
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER	[signature]	3019	7-4-24
DEPUTY CHIEF	H. Sand	1933	7-8-24
ASSISTANT CHIEF			
CHIEF OF POLICE	[signature]	2088	7-8-24

5K ROUTE
ROADS
RAILROADS
N
MILE 1
MILE 2
START/FINISH
HARLINGEN CITY LAKE
HARLINGEN
N D ST
N STAR CIR
BALLARD ST
LAFAYETTE AVE
W COWART ST
NEW COMBES HWY
NESMITH
E GRIMES AVE
WILDWOOD ST
POWELL
BRENTWOOD
FERGUSON
RETAMA
TANGLEWOOD
N 7TH ST
E BOWIE AVE
ARCADIA
AUSTIN AVE
SMACK CIR
E AUSTIN AVE
W ONA ST
N A ST
ORANGE DR
W CORA
LAKE DR
JIM HOGG
ORANGE GROVE DR
WOODLAND DR
LELA ST
N B ST
SUL ROSS
W LEE ST
E LEE ST
N 5TH ST
W WASHINGTON ST
E WASHINGTON ST
78 DR
N C ST
W ADAMS AVE
N 1ST ST
E ADAMS AVE
N COMMERCE
N 3RD ST
W JEFFERSON AVE
E JEFFERSON AVE
N COMMERCE ST
N 2ND ST
W MADISON ST
E MADISON ST
N 4TH ST
N 6TH ST
W MONROE ST
E MONROE ST
N 8TH ST
W JACKSON ST
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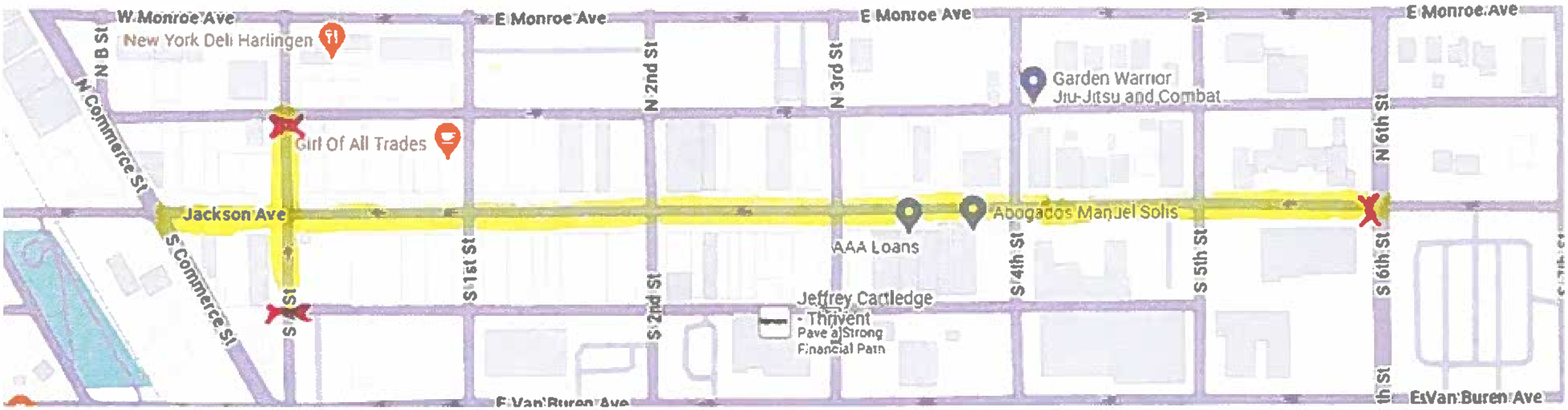
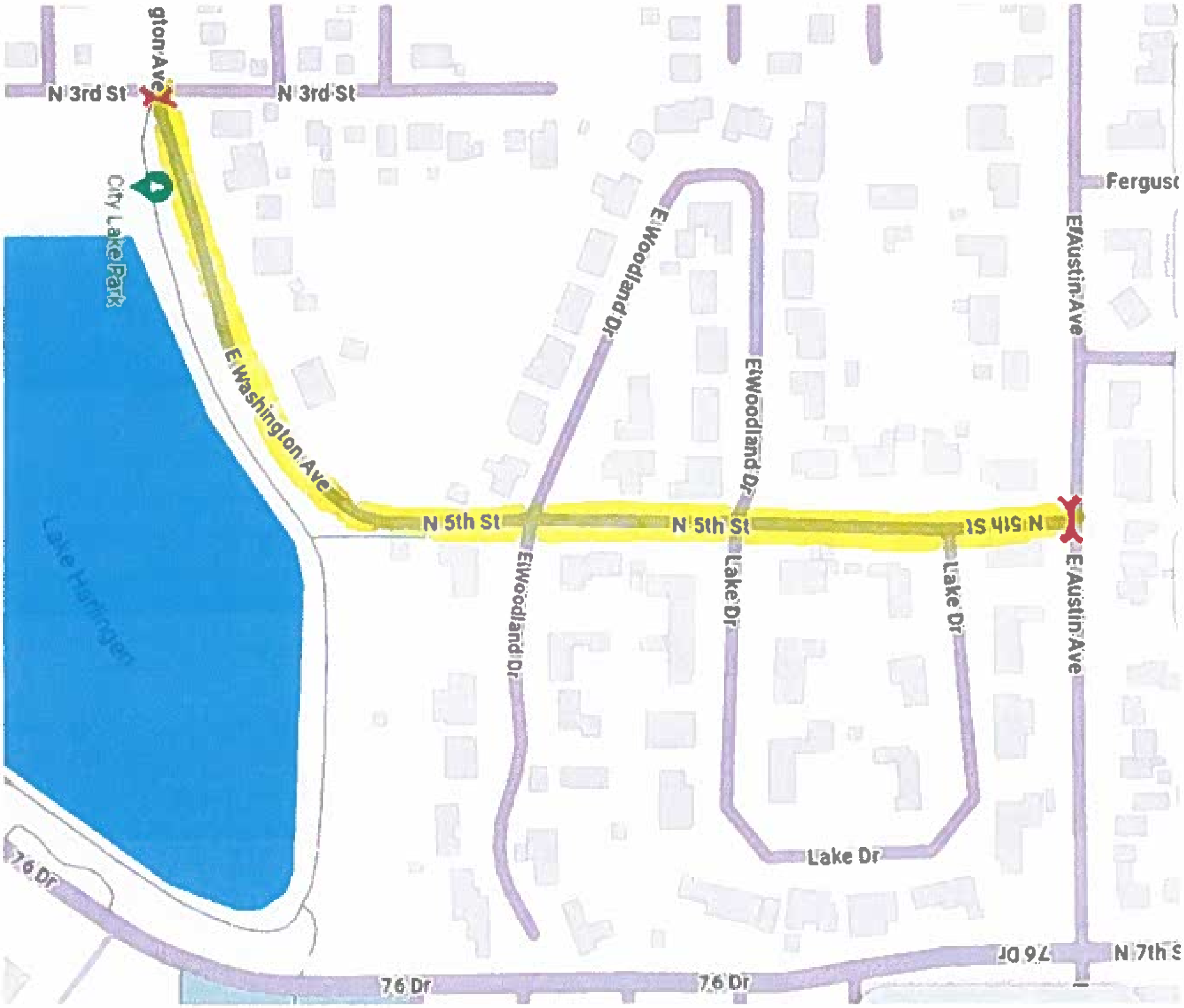
S D ST
S C ST
S WEST ST
S A ST
S 1ST ST
S 2ND ST
S 3RD ST
S 4TH ST
S 5TH ST
S 6TH ST
S 7TH ST
S 8TH ST


W Monroe Ave
E Monroe Ave
E Monroe Ave
E Monroe Ave
New York Deli Harlingen
N B St
N Commerce St
Girl Of All Trades
N 2nd St
N 3rd St
Garden Warrior
Jiu-Jitsu and Combat
N 6th St
Jackson Ave
S Commerce St
S 1st St
S 2nd St
AAA Loans
Abogados Manuel Solis
S 4th St
S 5th St
S 6th St
Jeffrey Cartledge
- Thrivent
Pave a Strong
Financial Path
E Van Buren Ave

Barricades

Barricades


N 3rd St
N 3rd St
City Lake Park
E Washington Ave
Lake Harlingen
N 5th St
N 5th St
N 5th St
E Woodland Dr
E Woodland Dr
E Woodland Dr
Lake Dr
Lake Dr
Lake Dr
E Austin Ave
E Austin Ave
76 Dr
76 Dr
76 Dr
76 Dr

7f

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Consider and possible action to approve a request from Alexis Rojas, Downtown Director, requesting to close the following streets on Saturday, November 9th, 2024, from 4:00 P.M. to 11:00 P.M. for the Fall Market event:

- Close the south side intersection of Monroe Ave and Third Street
- Close the alleyway at the 100 block of North Third Street
- Close the north and south side intersections of Jackson Ave. and Third Street
- Close the alleyway at the 100 Block of South Third Street
- Close the north side intersection of Van Buren Ave and Third Street

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

Brief Summary:

Mrs. Rojas requests that the following streets be closed on Saturday, November 9th, 2024, from 4:00 P.M. to 11:00 P.M. for the Fall Market event:

The closing of the streets will ensure the safety of the public attending the 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 for this purpose? ☐ 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: GG ☑ 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: 6/21/24**

FROM: District Representative Benito Bravo #3412

RE: Street Closure for Fall Market

Requestor: Alexis Riojas / Downtown Director
Event Date: November 9, 2024
Time: 4:00 p.m. to 11:00 p.m.
Location: East Jackson Avenue/ Third Street, Harlingen, Texas

Mrs. Riojas is requesting a street closure on behalf of the Harlingen Downtown Board for their Fall Market event. The event will feature a vendor market, food vendors and much more. The street closure being requested is from 4:00 p.m. to 11:00 p.m. on November 9, 2024. The closing of the streets will ensure the safety of the public attending the event.

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 4:00 P.M. on Friday, November 8, 2024, and removed from the roadway on November 9, 2024, at 11:00 p.m. A copy of the map is attached to this IDC.

- Close the south side intersection of Monroe Ave. and Third Street.
- Close the alleyway at the 100 Block of North Third Street.
- Close the north and south side intersections of Jackson Ave. and Third Street.
- Close the alleyway at the 100 Block of South Third Street.
- Close the north side intersection of Van Buren Ave. and Third Street.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	[signature]	3412	06/21/2024
SERGEANT / SUPERVISOR	[signature]	3464	6/21/24
COMMANDER / MANAGER	[signature]	3019	6-21-24
DEPUTY CHIEF	[signature]	1933	6-21-24
ASSISTANT CHIEF			
CHIEF OF POLICE	[signature]	2088	6-24-24

DOWNTOWN
HARLINGEN

Downtown Harlingen
P.O. Box 2207, Harlingen, TX 78551-2207
(Office at 209 W. Jackson)
Phone: (956) 216-4910 Fax: (956) 216-8037
www.downtownharlingen.com

06/10/2024

Harlingen Downtown Consortium
223 E. Jackson
Harlingen, Texas 78550

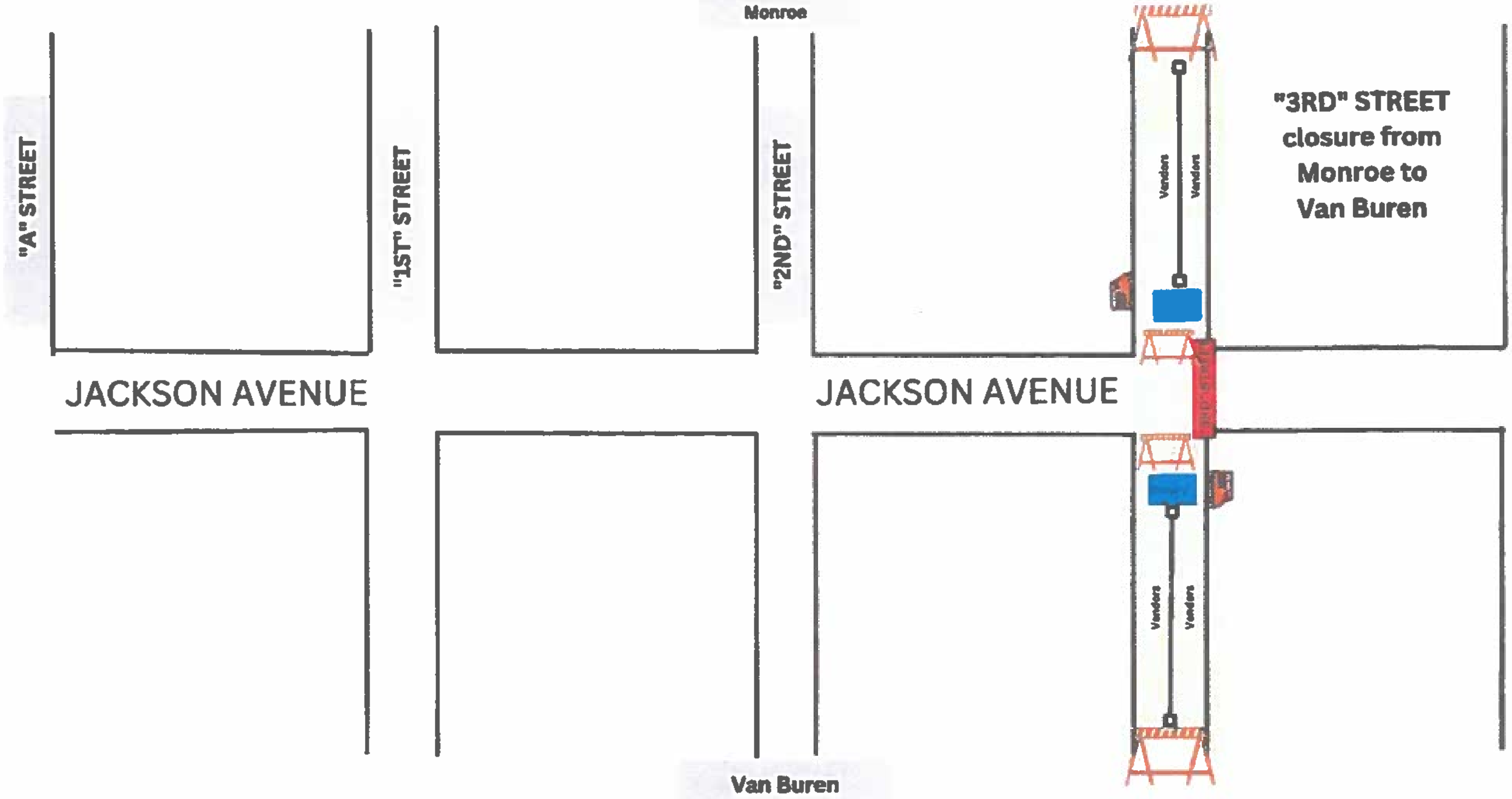
On behalf of the Downtown Improvement District Office, our D.I.D. Board approved the following on June 4, 2024:

> CONSIDER AND TAKE ACTION TO APPROVE THE STREET CLOSURES FOR THE EVENT CALLED "FALL MARKET", SCHEDULED FOR SATURDAY, NOVEMBER 9TH, FROM 4 PM TO 11PM.

We have forwarded the street Closures to the Police Department for City Commission approval at their next commission meeting.

We appreciate your patience and cooperation. Please contact the office for any additional information at 956-216-4910.

Fall Market Street Closure Map



Benito Bravo - HPD

From:	Angela Anderson
Sent:	Monday, June 10, 2024 10:35 AM
To:	Soraida Martinez - HPD
Cc:	Mike Kester - HPD; Benito Bravo - HPD; Charles Fechner - HPD; Frances Pena - HPD; Hector Leal - HPD; Jose J. Lopez - HPD; Manuel Tovar - HPD; Orlando Gonzales - HPD; Alexis Riojas; Norma L. Gonzalez
Subject:	RE: Street Closure approval-DID-06.04.24-Harlingen Consortium
Attachments:	Harlingen Consortium Approval Letter.pdf; Consortium map.pdf

Good Morning,

Please let me know if you are now able to open the attachments.

Thank you,

Angie Anderson

Promotion & Events Manager

956-216-4910 EXT 4911

aanderson@harlingentx.gov

www.harlingentx.gov

209 W. Jackson Ave. | Harlingen, TX 78550

DOWNTOWN HARLINGEN

From: Angela Anderson
Sent: Monday, June 10, 2024 9:55 AM
To: Frances Pena - HPD <fpena@harlingentx.gov>; Martha J. Soliz - HPD <msoliz@harlingentx.gov>
Cc: Mike Kester - HPD <mkester@harlingentx.gov>; Benito Bravo - HPD <bbravo@harlingentx.gov>; Charles Fechner - HPD <cfechner@harlingentx.gov>; Frances Pena - HPD <fpena@harlingentx.gov>; Hector Leal - HPD <hleal@harlingentx.gov>; Jose J. Lopez - HPD <jjlopez@harlingentx.gov>; Manuel Tovar - HPD <mtovar@harlingentx.gov>; Orlando Gonzales - HPD <ogonzales@harlingentx.gov>; Alexis Riojas <ariojas@harlingentx.gov>; Norma L. Gonzalez <normag@harlingentx.gov>
Subject: Street Closure approval-DID-06.04.24-Harlingen Consortium

Good morning, Frances,

Please see the attached approved street closures that our D.I.D Board approved on 06.04.2024. If you have any further questions, please feel free to contact the event coordinator Ms. Gaylynn Foster for the Downtown Harlingen Consortium at 956-281-1640.

Thank you,

9a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Public hearing for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- June 14, 2024 – Application for a Special Use Permit ("SUP") submitted to the City. **(ATTACHMENT I)**
- June 24, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- June 29, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- July 10, 2024 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission ("P&Z").
- July 17, 2024 – Public hearing and consideration of the requested SUP via 1st Ordinance reading scheduled before the City Commission.
- July 31, 2024 – Pending approval of 1st Ordinance reading, consideration of approval of 2nd Ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 111-62 of the City of Harlingen Code of Ordinances, an adult business (bar/lounge) in a General Retail ("GR") District requires the approval of an SUP by the City Commission.
- The applicant wishes to operate a bar/lounge at 1105 S. Tamm Lane under a new name, "The Roadhouse Blues". The building floor area is approximately 4,550 square feet, measuring 65 ft. by 70 ft. Based on the floor area there will be approximately 48 seats. The subject property has 63 parking spaces in total. The proposed hours of operation will be Thursday thru Sunday from 2 pm to 2 am. The applicant is intending on having musical performances once a week. **(ATTACHMENT II)**.
- The previous SUP for the property was for a bar/lounge approved on December 13, 2017 under the name of Club Envy, with Ruben Martinez as the TABC permit holder. A previous SUP for the property was for a bar/lounge approved on July 11, 2012 under the name of "Club Legacy-151", with Richard Amador as the applicant.
- The surrounding properties are zoned General Retail ("GR") District to the north and northwest of the subject property, and Residential, Single-Family ("R-1") to

the east and west of the subject property. **(ATTACHMENT IV)**. Surrounding land uses are an auto glass shop to the west, a single-family residence to the west, and commercial use to the north. **(ATTACHMENT V).**

- The SUP request was routed to the Building Inspections Department, Health Department, Fire Prevention Department, and Police Department for review. Staff reported no objections subject to applying for all applicable permits and compliance with all city ordinances, codes and standards. (**ATTACHMENT VI**).
- The applicant must obtain and maintain the proper State and TABC permits.
- On June 27th, staff received a letter in opposition to the SUP request, citing concerns over a new residential subdivision being built near a bar/lounge. **(ATTACHMENTS VII-IX)** Staff mailed out 8 legal notices.
- In accordance with the Code of Ordinances, the P&Z and City Commissions 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 amount for this purpose? ☐ Yes ☐ No*

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

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

Staff Recommendation:

Staff recommends approval subject to complying with the following conditions:

1. Must obtain and maintain the proper State and City permits;
2. Must provide video surveillance with a minimum 30 day retention; and,
3. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
4. Hours of operation shall be Thursday thru Sunday from 2:00 pm to 2:00 am.
5. A licensed security officer must be on-site during the peak hours of Thursday to Saturday from 9:00 pm to 2:00 am.

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

Comments:

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

PLANNING AND ZONING COMMISSION

July 10, 2024

Public hearing and take action to consider a request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 137/297/298. Applicant: Karlos Esquivel

City Planner, Esteefania Hernández, presented the requested for a SUP before the Board, as follows:

- Ms. Hernández began with an aerial view of the subject property. She noted that the subject property is highlighted in yellow and that the building the applicant is wishing to occupy is outlined in red. She said that this is where the proposed bar/lounge would be.
- Ms. Hernández explained that pursuant to Section 111- 62 of the City of Harlingen Code of Ordinances, an adult business, such as a bar/lounge in a general retail district, requires the approval of a special use permit. She stated that the applicant wishes to operate a bar lounge at 1105 S Tamm Lane under the new name, The Roadhouse Blues.
- Ms. Hernández described that the building floor area is approximately four thousand five hundred and fifty (4,550) square feet, measuring at sixty-five (65) feet by seventy (70) feet. She said there will be approximately 48 seats.
- Ms. Hernández further detailed that the subject property has sixty-three (63) parking spaces in total. The proposed hours of operation would be Thursday through Sunday, from 2:00 p.m. to 2:00 a.m. She said the applicant is intending on having musical performances once a week.
- Ms. Hernández referenced a street view from U.S. Business 83. She explained that a Special Use Permit for the property was approved back in 2017 under the name of Club Envy. She said there was a previous Special Use Permit from 2012 for a bar lounge under the name of Club Legacy. She said it has been a bar for quite some time.
- Ms. Hernández made reference to the legal notice map. Ms. Hernández stated that the surrounding properties are zoned GR, General Retail, to the north and northwest of the subject property and single-family residential to the east, south and west of the subject property. She reported that the surrounding land uses include an auto glass shop inside of the subject property as the other building, a single-family residence to the west and commercial uses at the north.
- Ms. Hernández reported that Staff routed out the application to several city departments, including the Building Inspections Department, Health Department, Fire Prevention Bureau and Police Department for review. Staff reported no oppositions subject to applying to all applicable permits and compliance with all city ordinances, codes and standards.
- Ms. Hernández stated that Staff did mail out eight (8) legal notices to the surrounding property owners on June 27th. She reported that Staff did receive a letter in opposition to the proposed special use permit request, citing concerns over a new residential subdivision being built near the subject structure. She stated that the written opposition as submitted to the city could be found in the meeting packet.
- Ms. Hernández went back to the aerial view of the property. She described that the property with the opposition is a large tract of land seen to the east of the proposed bar/lounge. She highlighted that there is approximately one hundred and forty-five (145) feet of distance between the closest corner of the bar lounge and the nearest edge of the subject property that expressed opposition.

- Ms. Hernández displayed the written opposition and then referred to the opposition map itself. She said it is one large tract of land east of the subject property and pointed out the opposition calculations of approximately 8.26% of the notification area was taken into account for opposition. She said this is below the required 20% to trigger a super majority vote at City Commission.
- Ms. Hernández stated that Staff is recommending approval of the Special Use Permit, subject to compliance with the following conditions:
The applicant -
    - Must obtain and maintain the proper State and City permits;
    - Must provide video surveillance with the minimum 30-day retention; and
    - Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments;
    - The hours of operation for the business shall be Thursday through Saturday, from 2:00 p.m. to 2 a.m. Ms. Hernández stated a licensed security officer must be onsite during the peak hours of Thursday through Saturday, from 9:00 p.m. to 2:00 a.m.
- Ms. Hernández made herself available for any questions the Board may have of her. She stated that she believed the applicant was also present to answer any questions.

Cmr. Perez thanked Ms. Hernández and asked if anyone had any questions.

Cmr. Villarreal asked about the hours of operation and asked if they would need to come back if they decided to be open during the rest of the week. Ms. Hernández stated that they would have to per ordinance. She explained that if there are any sort of changes to the Special Use Permit, including hours of operation, it would trigger having to amend that Special Use Permit and having to present the item again before the Board. Cmr. Villarreal asked if they could approve extended hours so that if the business is working, they don't have to come back. He referred to the other Board members and asked if this would be an inconvenience to any of them. He questioned having to make them go through the struggle of coming back to extend the hours. Mr. Cervantes responded by saying that if the Board decides to approve the Special Use Permit, it can be approved with the change to have more days. Cmr. Villarreal said this would be his recommendation. He said that this way, if they are successful, why make them come back. Cmr. Perez said this made sense. He then asked if there were any other questions.

Upon hearing none, Cmr. Perez proceeded by opening the floor for a Public Hearing. He asked if there was anybody that would like to speak for or against this motion. He asked for a name and address for the record.

Applicant Karlos Esquivel
Mr. Esquivel introduced himself to the Board by name. He said he is the owner of the proposed Roadhouse Blues on 1105 S. Tamm Lane. He said that he is looking for a Special Use Permit. He said it is located in a General Retail district and that it has been a bar and lounge for some time prior and that he was looking to utilize the area for sale and promotion of the business to the surrounding areas and subdivisions nearby. He said that he agreed with the discussion in regard to not having to come back and do this whole process again to change the days of operation. He said it made sense to him. Cmr. Perez asked if anyone had any questions. No one had any questions. Cmr. Perez thanked Mr. Esquivel and vice versa.

Cmr. Perez asked if there was anybody else here to speak for or against the item. After seeing and hearing none, he closed the Public Hearing. Cmr. Perez asked if there was a motion. Cmr. Villarreal made the motion to approve with the extended days of operation as discussed. Mr. Cervantes asked him to clarify if he meant being open every day. Cmr. Villarreal said yes. Ms. Hernández then asked if this would be with the same hours presented. Cmr. Villarreal said yes and added that this way he wouldn't have to come back. Mr. Cervantes added that this would give him the option to open Monday through Wednesday if desired. Cmr. Villarreal said yes and said that he didn't believe on placing limits on business. He reiterated his motion to approve. Cmr. Perez asked a follow-up question based on this exchange. He asked if they were planning to serve food. Ms. Hernández said that in previous conversations with the applicant, the current food menu is limited. She said that as they grow their business, they intend on providing more food options and more offerings. She added that the applicant is aware that if they are going to have more food offerings, they do have to make improvements to the kitchen.

Cmr. Cantu asked about the live music mentioned. She asked if this would also be throughout the week and whether this would be inside or outside. Ms. Hernández said that in conversation with the business owner, the performances would be inside. She said the site plan indicated a dedicated space for artists to perform. She added that it had also been mentioned that they would have performances once a week. Ms. Hernández and Mr. Cervantes reiterated the performances would be inside the building.

Cmr. Perez redirected back to a vote, stating that there was a motion on the floor. Cmr. Cantu seconded the motion. Cmr. Perez moved the motion to a vote. The motion passed unanimously.

9b

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Public hearing for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- June 15, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- June 26, 2024 – Public hearing to recommend the annexation by the Planning and Zoning Commission.
- July 3, 2024 – Public hearing and consideration of annexation by the City Commission via First Ordinance Reading.
- July 17, 2024 – Public hearing and consideration of annexation ordinance by the City Commission via Second and final reading.

Summary

- The property owner has requested the voluntary annexation of 7.9 acres of land **(Attachment I)**. The property has frontage along Primera Road and is contiguous to the city limits via the south side that was annexed to the city limits in the year 1978 **(Attachment V)**. The property to the east was annexed to the city limits in the year 2006.

- The property owner is proposing an industrial development at the site and finds it beneficial for the property to be within city limits. If successful, with the rezoning the developer plans to subdivide the property into multiple lots.

- Water and sewer for this subdivision will be provided by the city of Primera. The costs to connect the property to the city water and sanitary sewer system will be at the developer's expense.

- The developer will be processing an industrial rezoning of the property soon after the annexation process is completed. During the rezoning process legal notices will be mailed to all property owners within 200 feet of the subject property. The legal notices will be mailed to the property owners within the city limits only.

- The subject annexation will require three public hearings and two readings of the ordinance. The above timeline delineates the annexation process.

Funding (if applicable):				
Are funds specifically designated in the current budget for the full amount for this purpose? *If no, specify source of funding and amount requested:		☐ Yes	☐ No*	
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

PLANNING AND ZONING COMMISSION
June 26, 2024

Public hearing and take action to consider a request for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located on the south side of Primera Road, approximately 1,100 feet west of I-69E (U.S. Expressway 77). Applicant: City of Harlingen

Director Xavier Cervantes presented the proposed ordinance before the Board.

- Mr. Cervantes stated that the City does not get voluntary annexation requests very often and that when we do, we welcome them with open arms.
- Mr. Cervantes presented an aerial view of the subject property. He said it belongs to the Harlingen EDC and is located on the south side of Primera Road, about one thousand (1,000) feet west of Expressway 77.
- Mr. Cervantes referred to an aerial view with the zoning map. He said it is Industrial Zoning to the south.
- Mr. Cervantes referred to the Annexation Services Agreement with the EDC property owner. He referred to the annexation history map and explained that the subject property is part of other properties the EDC owns and that they are in the process of developing an industrial subdivision. He said it is a part of a bigger property butt his property is outside the city limits.
- He further explained that there is going to be a main entrance off the expressway and other entrances off the side roads.
- Mr. Cervantes identified that the EDC Director was present and could elaborate on the subdivision for the whole property.

Chairman Consiglio acknowledged the end of the presentation. He asked if the subject property was currently in the county or the city. Mr. Cervantes said it was in the county but within out ETJ and explained it can be annexed.

Chairman Consiglio asked if there were any questions for Staff. Cmr. Flores asked if there were any utilities in the area for this particular project. Mr. Cervantes stated there is proposed water and sewer lines for this portion of the subdivision. He said this property is in the Primera service area for water and sewer but that the engineers for the EDC are working around that. Cmr. Flores said he assumed there will be fire hydrants and everything. Mr. Cervantes said yes. He said that with the subdivision process, they have to comply with water, sewer, drainage and fire protection requirements and that they were in the middle of doing that right now.

Chairman Consiglio identified that there was a Public Hearing for this item and proceeded to open the Public Hearing. He asked if anyone would like to speak on this item. Upon seeing and hearing no one, the Public Hearing was closed.

Chairman Consiglio reiterated that the CEO of the EDC was present and asked if there were any questions for him on this project or asked is there was a motion for approval. Cmr. Sanchez made the motion to approve. Cmr. Cruz-Velázquez seconded the motion. Chairman Consiglio asked if there was any discussion and upon hearing none moved the motion to a vote. The motion passed unanimously.

9e

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Multi Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC

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

Brief Summary:

Project Timeline

- June 24, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- June 28, 2024 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract. **(ATTACHMENT II)**
- June 29, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star. **(ATTACHMENT II)**
- July 10, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- July 17, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- August 7, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subdivision from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District to allow for townhome lots with a zero-foot side setback for all lots **(ATTACHMENT III).**

- There are currently 5 duplexes built on Lots 6-10, Block 3, and the rest of the lots in the subdivision are vacant. The developer subdivided the property under the name of The Reserve Subdivision. The Subdivision consists of 40 multi-family lots and 1 lot for the detention pond. The original intent was to build one duplex in each lot. Due to changing market conditions, the developer intends to convert the existing duplexes into townhomes by splitting the lots in two.

- There are forty (40) lots that will consist of townhomes lots, one (1) lot will consist of a detention pond for the subdivision. All potential townhome lots will front an interior public street. An example of a townhome development can be found in **(ATTACHMENT VI)**. In a townhouse development there are no side setbacks, and a fire wall is constructed on the sides of each housing unit. The International Residential Code (IRC) defines a townhouse as a single-family unit constructed in from foundation to roof and with a yard or public way of not less than two sides.

- The surrounding properties are zoned Residential, Multi-Family to the north and east, and Light Industry to the south and west. The surrounding land uses consist of duplexes to the north and east, the Green Gables Antique Store and a vacant commercial property to the south, and ISS Action security service to the west. **(ATTACHMENTS II AND IV)**.

- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan, named One Vision One Harlingen, shows this area as mixed use. The requested zoning is generally consistent with the Future Land Use Plan. **(ATTACHMENT V).**

- Staff sent out 24 notices to the surrounding property owners within a 200-foot radius. Staff did not receive any calls in opposition to the Planned Development request.

- The City of Harlingen Engineering, Building Inspections, and Fire Prevention Departments reviewed the proposed Planned Development site plan. Building Inspections recommended approval, subject to complying with all applicable codes. The Engineering Department recommended approval of the request. The Fire Prevention Bureau recommended denial of the request. **(ATTACHMENT VII).**

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the request.

Comments:

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

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

PLANNING AND ZONING COMMISSION
July 10, 2024

Public hearing and take action to consider a request to rezone from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north sided of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC

City Planner, Soledad Núñez, presented the request to rezone before the Board, as follows:

- Ms. Núñez began with the legal notice map and stated the area is currently known as The Reserve subdivision.
- Using an aerial view of the property, she explained that there are currently five (5) duplexes built on lots six through ten (6-10), Block three (3) and that the rest of the lots are vacant. She also pointed out an empty lot which will serve as the detention pond for the subdivision.
- Ms. Núñez described that the subdivision consists of forty (40) multi-family lots and one for the detention pond. She explained that the original intent was to build a duplex per lot but that due to a change in the market conditions, the developer now wants to split the lots to sell them off separately.
- Ms. Núñez said that according to the site plan, forty (40) lots will consist of townhome lots and one (1) will consist of the detention pond for the subdivision. She said that all potential townhome lots will front an interior public street. She said that an example of a townhome development can be found in attachment six (6) of the meeting packet. She then explained that in a townhome development, there are no side setbacks and that a firewall is constructed on the sides of each housing unit.
- Ms. Núñez presented a street view of the property from north "G" Street and then from New Combs Road, which showed the five (5) duplexes on lots 6-10. She said that the International Residential Code defines a townhouse as a single-family unit constructed in a group of three or more or attached units in which each unit extends from foundation to roof and with a yard or public way of not less than two sides.
- Ms. Núñez presented an example of the townhome followed by the recorded plat.
- Ms. Núñez referenced an aerial view and described that the surrounding properties are zoned residential multifamily to the north and east and light industry to the South and West. She reported that surrounding land uses consist of duplexes to the north and east. The Green Gables Antique store, a vacant commercial property to the south and ISS Action Security Service to the west. She pointed out some duplexes that are part of a different subdivision, the ISS security, the vacant commercial structure and the Green Gables Antique Store.
- Ms. Núñez referred to the Future Land Use Map and said that the Future Land Use components of the City of Harlingen Comprehensive Plan One Vision One Harlingen, shows the area as mixed-use. She pointed out the legend to the map and explained that the "brown" signifies mixed-use which allows for different uses. She stated that the requested zoning is generally consistent with the Future Land Use Plan.
- Ms. Núñez reported that Staff sent out 24 notices to the surrounding property owners within a 200-foot radius. She stated that Staff did not receive any calls regarding the legal notices that went out.

- Ms. Núñez stated that the Engineering department, Building Inspections, and Fire Prevention Departments all reviewed the proposed request. She said the Fire Prevention Bureau denied the request due to the existing five (5) duplexes that had already been built although they were okay with the vacant lots. She also added that that they have no issue working with the developer to try to get him where he needs to be to comply with all of the requirements that are set forth. Ms. Núñez added that Building Inspections approved with conditions and that he Engineering Department approved it.
- Ms. Núñez asked if there were any questions. Cmr. Perez reiterated asking if there were any questions.

Cmr. Flores asked if he heard correctly that these would be built with zero (0) feet on the sides to the property line. Ms. Núñez said that was correct and that this was the intent. Mr. Flores then asked what kind of construction they were going to have on the walls. Ms. Núñez said that they will have to comply with the fire rating requirements of the building and fire codes. She said she believed it was a one hour separation. She indicated that the Building Official was present and could shed more light on this. Cmr. Flores said the reason he was asking was because he visited the site. He referenced the windows on the existing buildings. He started to explain that when building to a zero (0) lot line, you have to have a firewall but there can't be all these windows on the firewall. He said you are limited to an opening of glass in the wall and that these have two or three (2 or 3) windows, so he questions how they got approved. Ms. Núñez explained that the existing duplexes were built under the context of a subdivision that did allow for duplexes but now with the changing market conditions, the plan has changed to rezone for a development to allow townhomes. She reiterated that she was unsure of the intent with the five duplexes that were already built. She stated that the engineer on record was present and could shed more light about this. Cmr. Flores said he had just been concerned about what he had seen and stated that code only allows so many square inches and not feet. Ms. Núñez responded by stating that they will have to comply with all the requirements set forth by Engineering, Fire and Buildings. She said this is just the first step, getting the zoning change to allow for the zero-lot line. Mr. Cervantes added that if this is approved, then we may see some replats coming before the Board in the future to split the vacant lots into townhome lots. Cmr. Flores confirmed that he understood the property would be replated. Mr. Cervantes said this was the intent with the rezoning, so that the vacant lots can be replated and turned from duplex lots to townhome lots. Cmr. Flores referenced that the vacant lots already have their infrastructure done and that you can see all the plumbing and electrical and whatnot. Mr. Cervantes again explained that he believed this is the plan for the vacant lots, to be able to do the townhomes. Cmr. Flores asked if the lots will be bigger or smaller. Cmr. Villarreal and Ms. Núñez responded that they will be smaller. Cmr. Villarreal added that the lots will be denser. Ms. Núñez summarized that the first step is to rezone for Planned Development district to allow the zero (0) foot side setback, and then after, they will probably replat. She added that they will have to comply with all the requirements on the building permit side and the subdivision side.

Cmr. Perez asked if there was a plan to go back and do anything with the five (5) lots or the five (5) structures. Ms. Núñez said she wasn't sure but said she believed the engineer could answer that.

Dustin Moore, Moore Land Surveying, LLC
Mr. Moore said he believed that the owner would be looking to do that and that like Ms. Núñez had said, prior to being approved, he would have to fully comply with whatever fire requirements there are on the vacant lots. He continued to explain that the general intent is each lot would still be to have a duplex like that, but that the lot would be split in half so that you would have a lot 5A and 5B. He

described that the townhome or duplex which straddle it meeting fire codes and that way each half of the building would be on a separate lot. He said they could get financing easier for things like that and could go forward with the development of the subdivision. Mr. Moore said he believed that the owner also wants to do this with the existing structures and that he is fully aware that whatever he needs to do to comply with fire, he will have to do.

Cmr. Perez asked if there were any more questions. Mr. Gonzalez made his way to the podium.

Rolly Gonzalez, The Reserve Development Team
Mr. Gonzalez introduced himself to the Board by name. He said he has been very involved with The Reserve. He explained that what they are trying to do is split the lots into townhome lots for affordable housing. He said he gets a lot of phone calls and a lot of interest from people that are wanting to purchase a townhome like this for the future. He said he had about five (5) meetings with five (5) families yesterday, that are really interested already. He said they would do the financing for them and make sure they get a beautiful brand-new construction home for the pricing they would get approved for.
Mr. Gonzalez said that they will comply with fire codes and whatever they need to do to get the five (5) done as townhomes. He said that as they plan to move forward, and them owning the whole new development, they will continue building the exact same way, with their architecture, all the way around to make sure it's a nice subdivision for the people living there, but also for the City of Harlingen. Cmr. Perez thanked Mr. Gonzalez.

Cmr. Perez proceeded by opening the floor for a Public Hearing. He asked if there was anybody that would like to speak for or against this rezoning proposal. After seeing and hearing none, he closed the Public Hearing. He asked if there was any further discussion or a motion. Cmr. Villarreal made the motion to approve. Cmr. Flores seconded the motion. Cmr. Perez moved the motion to a vote. The motion passed unanimously.

9d

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Conduct a public hearing and consideration and possible action to approve an ordinance on first reading for a request to amend the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69 acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga

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

Brief Summary:

Project Timeline

- June 13, 2024 – Application for a comprehensive plan amendment submitted to the City. **(ATTACHMENT I-III).**
- June 21, 2024- In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- June 22, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- July 10, 2024- Public hearing and consideration of requested amendment by the Planning and Zoning Commission (P&Z).
- July 17, 2024– Public hearing and consideration of requested amendment via 1st ordinance reading scheduled before the City Commission.
- August 7, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Francisco Arriaga, the applicant and property owner, is requesting to amend the Future Land Use Plan for the subject property from Industrial to Low-Density Residential to allow for a single-family residential subdivision **(ATTACHMENT II).**

- The adopted Comprehensive Plan is the primary tool the city has to directly influence how the city grows. It guides city staff, elected officials, the public and private developers on citywide desires for how Harlingen should grow. It is intended to provide guidance for making decisions on zoning regulations and zoning district boundaries.

- The irregularly shaped property is currently vacant. It has 268.5 feet of frontage on Grimes Avenue and a depth of 2,590.76 feet at its longest point. Grimes Avenue

is classified as a major collector street, and is currently a two lane 37-foot wide paved street without curb and gutter. There is a project in a partnership with Cameron County to widen and improve the roadway from Loop 499 to FM 509.**(ATTACHMENT III).**

- The property is not located within the Airport Overlay Zoning District **(ATTACHMENT V)**.

- The surrounding properties are zoned Light Industry ("LI") District to the north and south, and Residential, Multi-Family ("M-2") and Light Industry ("LI") to the west. East of the property there is an irrigation canal and further east is outside the city limits. **(ATTACHMENT IV)**. The surrounding land uses consist of vacant land in agriculture use to the north and south, single family residential houses to the north east, and vacant land in agriculture use and a multi-family residential subdivision to the west. **(ATTACHMENT V)**.

- A meeting was held on May 22, 2024 with the developer of the proposed development along with representatives from City Administration, Planning Department, Harlingen Economic Development Corporation, and Valley International Airport. The Director of Aviation and the Economic Development Director have submitted a letter reporting no objection to the requested amendment. **(ATTACHMENT VI AND VII)**.

- The One Vision One Harlingen Comprehensive Plan was adopted on April 1, 2016. The City Commission recently approved the selection of Freese and Nichols under the RFQ process for Professional Planning Services for a new comprehensive plan and zoning ordinance update. Staff feels the subject property may be in transition with the Residential, Multi-Family ("M-2") zoning and Multi-family Development to the west, along with the developed single family residential lots adjacent to the east of the subject property.

- To the present, the Planning and Development Department has received one phone call from a surrounding property owner who expressed a concern regarding the proposed request.

- If the Future Land Use Plan is amended for the subject property from Industrial to Low-Density Residential as proposed, the applicant intends to request a change in zoning for the said property from Light Industrial ("LI) District to Residential, Single Family ("R-1") District to the allow for the said single family residential subdivision. If approved, the Future Land Use Plan Amendment would support the requested Residential, Single Family ("R-1") Zoning District.

- The developer provided information on tax benefits and a possible subdivision layout **(ATTACHMENT VIII -XII).**

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

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

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

Staff Recommendation:
Staff recommends approval of the request.

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

Comments:

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

Public hearing and take action to consider a request to amend the City of Harlingen Comprehensive Plan, One Vision, One Harlingen by changing the designation of the Future Land Use Plan from Industrial to Low Density Residential for a 73.69-acre tract of land, more or less, out of and forming part of Blocks 28, 36, and 37, Palmetal Subdivision, located along the south side of Grimes Avenue, approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga

Mr. Joel Olivo, Assistant Planning and Development Director, presented the request to amend the Comprehensive Plan before the Board. He provided the following information regarding the request:

- Mr. Olivo referred to the Future Land Use Map, pointing out that the subject property is on the south side of Grimes, or actually, at the southwest corner of Grimes and Bob Youcker Roads.
- Mr. Olivo explained that the comprehensive plan is a primary tool that the city has that directly influences how the city should grow. He said the Future Land Use Plan provides guidance to the city on making decisions on zoning regulations and zoning district boundaries. As an example, he explained that if a rezoning request is submitted, Staff will look at the Future Land Use Plan to see if the requested zoning is consistent with the Future Land Use Plan. He said the applicant feels that the conditions have changed in the area and that may allow a different type of land use in the area.
- Mr. Olivo referred to the survey of the property. He said the subject property has about two hundred sixty-eight (268) feet of frontage on Grimes Road and a depth of about two thousand, five hundred ninety (2,590) feet at its longest point.
- He then referred to an overview of the property with the zoning map overlayed. He explained that most of the areas have Industrial zoning and of course, you have a lot of land vacant for agricultural use. He said that to the West of the property, there is a multifamily zone, and also have a one hundred and thirty-two (132) lot multifamily residential subdivision that is approximately seventy percent (70%) developed. He added that to the east you have the elevated irrigation canal and then you have the south side of Grimes Road with a mix of uses. He explained that the north half is in the county, but that's part of the industrial park. He pointed out Fox Molding and Texas Gas. He pointed out the southern part of this area is in the city limits.
- Mr. Olivo referenced the Airport Noise Contour Lines map. He said that this property is not within the Airport Overlay District. He said that Staff had a meeting with the owner, which also included the Airport Director and the Harlingen Economic Development Corporation Director. The Airport Director, along with the CEO of the Harlingen Economic Development Corporation, submitted a letter, included in the meeting packet, which reported no objection to the requested comprehensive plan amendment.
- Mr. Olivo referred to the Future Land Use Plan. He stated that notification was sent to the property owners within a two hundred (200) foot radius. He reported that Staff did receive one call from a property owner who expressed concern. Mr. Olivo stated the caller didn't really state what his concern was but did express concern.
- Mr. Olivo stated that Staff feels that this area may be in transition with the multifamily zoning that exists to the West of the property along with the developed multi-family subdivision on the property. Mr. Olivo mentioned that the City is getting a new Comprehensive Plan, and that this

area may be revisited and scaled back on the industrial designation of the area. He added that the requested amendment complements the local labor force with the affordable housing they're proposing to provide on this subject property. As such, Mr. Olivo stated that Staff is recommending approval of the request.

- Mr. Olivo made himself available for any questions on this item. He added that if approved, the applicant plans on submitting a rezoning application and applying to rezone the property from light industry to single family residential. He said that at that point the requested amendment would support the requested rezoning. He also stated that the applicant has some slides to present on this request.

Cmr. Villarreal stated that he may have a conflict on this item since he owns some land on the other side of the subject property. After some discussion, Cmr. Villarreal abstained himself from the agenda item.

Cmr. Perez indicated he had a question. He shared that he drove by the area on Monday night after it had rained. He said it had been a light rain and not very much but said the area seemed flooded. He asked if there was any concern with flooding in that area. He said that he went into the neighborhood to the left and west of the property and stated that the water was just sitting on the street. Mr. Olivo said that there is a project in collaboration with the County to upgrade that road to widen the street from Loop 499 to FM 509. He said that this could be addressed at this point.

Cmr. Perez asked if there were any more questions from the Board. Upon hearing none, Cmr. Perez proceeded by opening the floor for a Public Hearing.

At this point Mr. Cervantes interjected that if this is successful and the rezoning after that is successful, then the subdivision that he's proposing to build will have to comply with the fifty (50) year storm. He said that they will have to upgrade the ditch or do a detention pond so that the future subdivision is in compliance with our drainage requirements. To this point, Cmr. Flores added they will need to apply for elevation certificates for these properties. After some discussion, it was determined that this area was not in a flood zone and therefore there would be no requirements for elevation certificates.

Cmr. Perez proceeded with opening the floor for a public hearing. He asked if there was anybody to speak for or against this item.

Desi Martinez, 1806 Haverford

Mr. Martinez identified himself before the Board and stated that he was an economic developer. Mr. Martinez said that he was very, very supportive of affordable housing. He said that in these hard times, our workforce is having a hard time, especially our young people, buying a home. He said he came to the meeting to congratulate the developer, stating that there is a lot of vacant land in the industrial park that's not in the city, that's industrial zone for doing this type of opportunity to developing and working with the developer, his engineer and others. Mr. Martinez said the City has too many restrictions upon doing and taking away land from. He stated that the City should fix the darn drainage for them. He said we are spending $2,000,000 of tourist money in that area to redo it. He said he hoped they would develop the drainage right for the whole area and not impose on the developers to raise their cost of building.

He continued and said that everything we do out here in the private market and economic development depends on that big industry called construction. He said we have those and said that we have another

AGENDA ITEM
EXECUTIVE SUMMARY

9d

Meeting Date: **July 17, 2024**

Agenda Item:
Conduct a public hearing and consideration and possible action to approve an ordinance on first reading for a request to amend the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69 acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga

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

Brief Summary:

Project Timeline

- June 13, 2024 – Application for a comprehensive plan amendment submitted to the City. **(ATTACHMENT I-III).**
- June 21, 2024- In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- June 22, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- July 10, 2024- Public hearing and consideration of requested amendment by the Planning and Zoning Commission (P&Z).
- July 17, 2024– Public hearing and consideration of requested amendment via 1st ordinance reading scheduled before the City Commission.
- August 7, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Francisco Arriaga, the applicant and property owner, is requesting to amend the Future Land Use Plan for the subject property from Industrial to Low-Density Residential to allow for a single-family residential subdivision **(ATTACHMENT II).**

- The adopted Comprehensive Plan is the primary tool the city has to directly influence how the city grows. It guides city staff, elected officials, the public and private developers on citywide desires for how Harlingen should grow. It is intended to provide guidance for making decisions on zoning regulations and zoning district boundaries.

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is classified as a major collector street, and is currently a two lane 37-foot wide paved street without curb and gutter. There is a project in a partnership with Cameron County to widen and improve the roadway from Loop 499 to FM 509.**(ATTACHMENT III).**

- The property is not located within the Airport Overlay Zoning District **(ATTACHMENT V)**.

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- The developer provided information on tax benefits and a possible subdivision layout **(ATTACHMENT VIII -XII).**

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

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

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

Staff Recommendation:
Staff recommends approval of the request.

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

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

PLANNING AND ZONING COMMISSION
July 10, 2024

> **Public hearing and take action to consider a request to amend the City of Harlingen Comprehensive Plan, One Vision, One Harlingen by changing the designation of the Future Land Use Plan from Industrial to Low Density Residential for a 73.69-acre tract of land, more or less, out of and forming part of Blocks 28, 36, and 37, Palmetal Subdivision, located along the south side of Grimes Avenue, approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga**

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Desi Martinez, 1806 Haverford
Mr. Martinez identified himself before the Board and stated that he was an economic developer. Mr. Martinez said that he was very, very supportive of affordable housing. He said that in these hard times, our workforce is having a hard time, especially our young people, buying a home. He said he came to the meeting to congratulate the developer, stating that there is a lot of vacant land in the industrial park that's not in the city, that's industrial zone for doing this type of opportunity to developing and working with the developer, his engineer and others. Mr. Martinez said the City has too many restrictions upon doing and taking away land from. He stated that the City should fix the darn drainage for them. He said we are spending $2,000,000 of tourist money in that area to redo it. He said he hoped they would develop the drainage right for the whole area and not impose on the developers to raise their cost of building.
He continued and said that everything we do out here in the private market and economic development depends on that big industry called construction. He said we have those and said that we have another

new company down here that opened. He stated that whatever it was, this is a good project and that he was here to introduce himself to them because he also works with the economic development of the City.
He said that there are opportunities for our working class. He said there are opportunities and listed them -
CDCB is building Casitas and homes with grants up to $35,000 to their lower and working class. We've got to start building. He said that for our population that works out there in the sun, that works in our offices, etc., that works at City Hall, this is a good project. He added that he hopes that he does work with the City and he said he wants to show him that there are opportunities available to him. He asked the city not to be so restrictive and allow more opportunity to keep the cost down for the development of homes, businesses and industries.
Mr. Martinez thanked the Board and voiced a desire to meet with the developer after the meeting.
Cmr. Perez thanked Mr. Martinez.

Cmr. Perez asked if there was anybody else that would like to speak. Mr. Arriaga proceeded to the podium.

Fransico Arriaga, developer for this project
Mr. Arriaga began by introducing himself to the Board. He thanked Mr. Martinez for his input and said he was right. He said that the purpose is to provide the market with about two hundred and fifty-five (255) affordable homes in Harlingen. He described the homes to be three (3) bedroom, two (2) bathroom, and all stucco or brick. He said that they don't want any mobile homes there and said they will have restrictions as to how they are built. He said they will allow one (1) car garages. He said that this will provide affordable homes for the public.
Mr. Arriaga referred to the first of his slides. He said it shows how the tax base will increase. He went over the math and said they were looking at an investment and tax increase of eight-three million dollars ($83,000,000). He explained how this will have the benefit of having these homes available and creating jobs for electricians, plumbers, etc. during construction. And then, there will be a tax increase in the tax base for the City of about eight-three million dollars ($83,000,000).
As far as drainage, Mr. Arriaga said Drainage District #5 has a drainage ditch which he referred to on an aerial view of the property. He said the drainage ditch is pretty large and that they have already spoken with Mr. Brown from the Drainage District about handling all the flow of the storm sewer. He pointed out having on-site detention and the plan to connect the overflow to that drainage ditch. He said that if the Drainage District wants them to widen the ditch, they can do that as well so that they can create more storage of water.
He added that another benefit is that Bob Youcker Road is currently not paved. He said the development will provide a new street for the city. He again referred to the tax valuations for the homes. He reiterated the benefit of getting a big valuation for taxes and revenue taxes, along with the availability of properties in the area that are affordable homes for the working people.

Mr. Arriaga made himself available for any questions from the Board. Cmr. Perez thanked him and asked the Board if anyone had any questions. Mr. Cervantes reminded Mr. Arriaga at this point that he had additional slides. Mr. Arriaga went ahead and referred to the slides saying that the slide just showed the calculations of the numbers he already shared. He referred to the math that he used to arrive at the valuation of one point seven (1.7) per million per acre. He then referred to the proposed layout for the subdivision.

Mr. Arriaga pointed out the entrance on Grimes Road and the two access points to Bob Youcker Rd. He pointed out the location of the detention pond in the layout and how it can connect to the storm drainage ditch.

Mr. Desi Martinez, who sat in the audience, asked Mr. Arriaga if he would be paying for the Bob Youcker Construction. Mr. Arriaga said this was a good question and said he would negotiate with the City on that. He said that right now he was concerned about the rezoning, as the first step. He said that they certainly want to work with the City. He explained that he is a developer from Brownsville and that he has done a lot of developments in Brownsville. He said that they just finished the subdivision near SpaceX and that they had sold out quickly. He said that they also have a lot of customers that work in the oil fields and that they want affordable homes. He said they are seeking something not too expensive but that they also don't want to live in trailer homes. He described that these customers are wanting their home on a concrete slab with stucco and a one (1) or two (2) car garage. He said they are looking at developing a three (3) bedroom and two (2) bath layout for the homes.

Mr. Arriaga said they are also working with mortgage companies. He said they partnered with one (1) mortgage company that provides the down payment assistance program. He said this allows a lot of new home buyers to come move into a home with very little money. Mr. Desi Martinez offered information about additional assistance at this point, saying that he hoped they will help him. Mr. Arriaga thanked him.

Cmr. Perez thanked Mr. Arriaga and asked if there were any questions from the Board. After hearing none, he indicated that he would close the Public Hearing, unless there was someone that that wanted to speak for or against the item. Mr. Keim made his way to the podium.

Lars Keim, 109 N. "A" Street

Mr. Keim indicated he really didn't have much to add to what had already been said but that he did want to speak in support of Mr. Arriaga. He said he had known Mr. Arriaga for a couple of years now. He said Mr. Arriaga was a class act and a quality individual. Mr. Keim said Mr. Arriaga had asked him about this project sometime back and that he'd told him he thought it was a great idea. Mr. Keim said that we do need homes like this in the area as new businesses are coming into the area. And not just to our area specifically, but for people coming to work for star base and some of these folks from out of state. Mr. Keim stated that it was not much of a commute for them for them to travel twenty 30-40 minutes to work is nothing. He said we have a serious lack of land that is available to be developed within the city limits now. He added that to Frank's (Mr. Arriaga's) point, this adds quite a chunk to our tax base as far as home and land value taxes. He said the land has been sitting there for many years – decades, producing nothing. Mr. Keim said that he thinks this project is a great idea just on this point alone. He said this project is right sized quality housing and draws in families as mentioned to two (2) and three (3) bedroom homes. Mr. Keim said the just wanted to speak in favor of this item and said he hoped the Board will find it in their hearts to pass the item. Cmr. Perez thanked him. Mr. Keim reciprocated the thanks.

Cmr. Perez closed the Public Hearing and asked if there was a motion. Cmr. Cantu made the motion to approve. Cmr. Flores seconded the motion. Cmr. Perez asked if there was a need for further discussion and upon hearing none, moved the motion to a vote. The motion passed with two (2) votes in favor of the motion and one (1) abstention.

10a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel

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

Brief Summary:

Project Timeline

- June 14, 2024 – Application for a Special Use Permit ("SUP") submitted to the City. **(ATTACHMENT I)**
- June 24, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- June 29, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- July 10, 2024 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission ("P&Z").
- July 17, 2024 – Public hearing and consideration of the requested SUP via 1st Ordinance reading scheduled before the City Commission.
- July 31, 2024 – Pending approval of 1st Ordinance reading, consideration of approval of 2nd Ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 111-62 of the City of Harlingen Code of Ordinances, an adult business (bar/lounge) in a General Retail ("GR") District requires the approval of an SUP by the City Commission.
- The applicant wishes to operate a bar/lounge at 1105 S. Tamm Lane under a new name, "The Roadhouse Blues". The building floor area is approximately 4,550 square feet, measuring 65 ft. by 70 ft. Based on the floor area there will be approximately 48 seats. The subject property has 63 parking spaces in total. The proposed hours of operation will be every day from 2 p.m. to 2 a.m. The applicant is intending on having musical performances once a week. **(ATTACHMENT II)**.
- The previous SUP for the property was for a bar/lounge approved on December 13, 2017 under the name of Club Envy, with Ruben Martinez as the TABC permit holder. A previous SUP for the property was for a bar/lounge approved on July 11, 2012 under the name of "Club Legacy-151", with Richard Amador as the applicant.
- The surrounding properties are zoned General Retail ("GR") District to the north and northwest of the subject property, and Residential, Single-Family ("R-1") to the east and west of the subject property. **(ATTACHMENT IV)**. Surrounding land

uses are an auto glass shop to the west, a single-family residence to the west, and commercial use to the north. **(ATTACHMENT V).**

- The SUP request was routed to the Building Inspections Department, Health Department, Fire Prevention Department, and Police Department for review. Staff reported no objections subject to applying for all applicable permits and compliance with all city ordinances, codes and standards. (**ATTACHMENT VI**).
- The applicant must obtain and maintain the proper State and TABC permits.
- On June 27th, staff received a letter in opposition to the SUP request, citing concerns over a new residential subdivision being built near a bar/lounge. **(ATTACHMENTS VII-IX)** Staff mailed out 8 legal notices.
- In accordance with the Code of Ordinances, the P&Z and City Commissions 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 amount for this purpose? ☐ Yes ☐ No*

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

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

Staff Recommendation:

Staff recommends approval subject to complying with the following conditions:

1. Must obtain and maintain the proper State and City permits;
2. Must provide video surveillance with a minimum 30-day retention; and,
3. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
4. Hours of operation shall be every day from 2:00 pm to 2:00 a.m.
5. A licensed security officer must be on-site during the peak hours of Thursday to Saturday from 9:00 p.m. to 2:00 a.m.

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

Comments:

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

Attachment I - Application

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT
MASTER APPLICATION

PROPERTY INFORMATON: (*Please* **PRINT** *or* **TYPE**)

Project Address 1105 S Tamm Ln Nearest Intersection S Tamm Ln and W Expressway 83 Frontage

(Proposed) Subdivision Name Stuart Place Subdivision Lot East 1.0 acres out of 3.464 acres Block 33

Existing Zoning Designation Commercial Future Land Use Plan Designation Recreational Use

OWNER/APPLICANT INFORMATION: (*Please* **PRINT** or **TYPE**)

Applicant/Authorized Agent Karlos Esquivel Phone 956-202-7395 FAX

Email Address (for project correspondence only): esquivelkarlos@gmail.com

Mailing Address 1105 S Tamm Ln City Harlingen State TX Zip 78552

Property Owner Dennis Tiffin Phone 956-493-8106 FAX

Email Address (for project correspondence only):

Mailing Address 26565 S Tamm Ln City Harlingen State TX Zip 78552

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

☐ Annexation Request.....................No Fee	☐ Preliminary Construction Plans and Final Plat.........$150.00
☐ Administrative Appeal (ZBA)..........$125.00	☐ Minor Plat...$100.00
☐ Comp. Plan Amendment Request...$250.00	☐ Re-Plat...$250.00
☐ Re-zoning Request.......................$250.00	☐ Vacating Plat..$250.00
☑ SUP Request/Renewal..................$250.00	☐ Development Plat...$50.00
☐ Zoning Variance Request (ZBA)......$250.00	☐ Subdivision Variance Request.....................$25.00 (each)
☐ PDD Request.................................$250.00	☐ Right-of-Way / Utility Easement Abandonment......No Fee
☐ License to Encroach.....................$250.00	

PAID 6.14.24

Please provide a basic description of the proposed project: New bar being opened at existing location 1105 S Tamm Ln, Harlingen, TX, 78552

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: KEsquivel Date: 6/14/24

Property Owner(s) Signature: Date: 6/14/24

Accepted by: Date:

RECEIVED
JUN 14 2024
By

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.

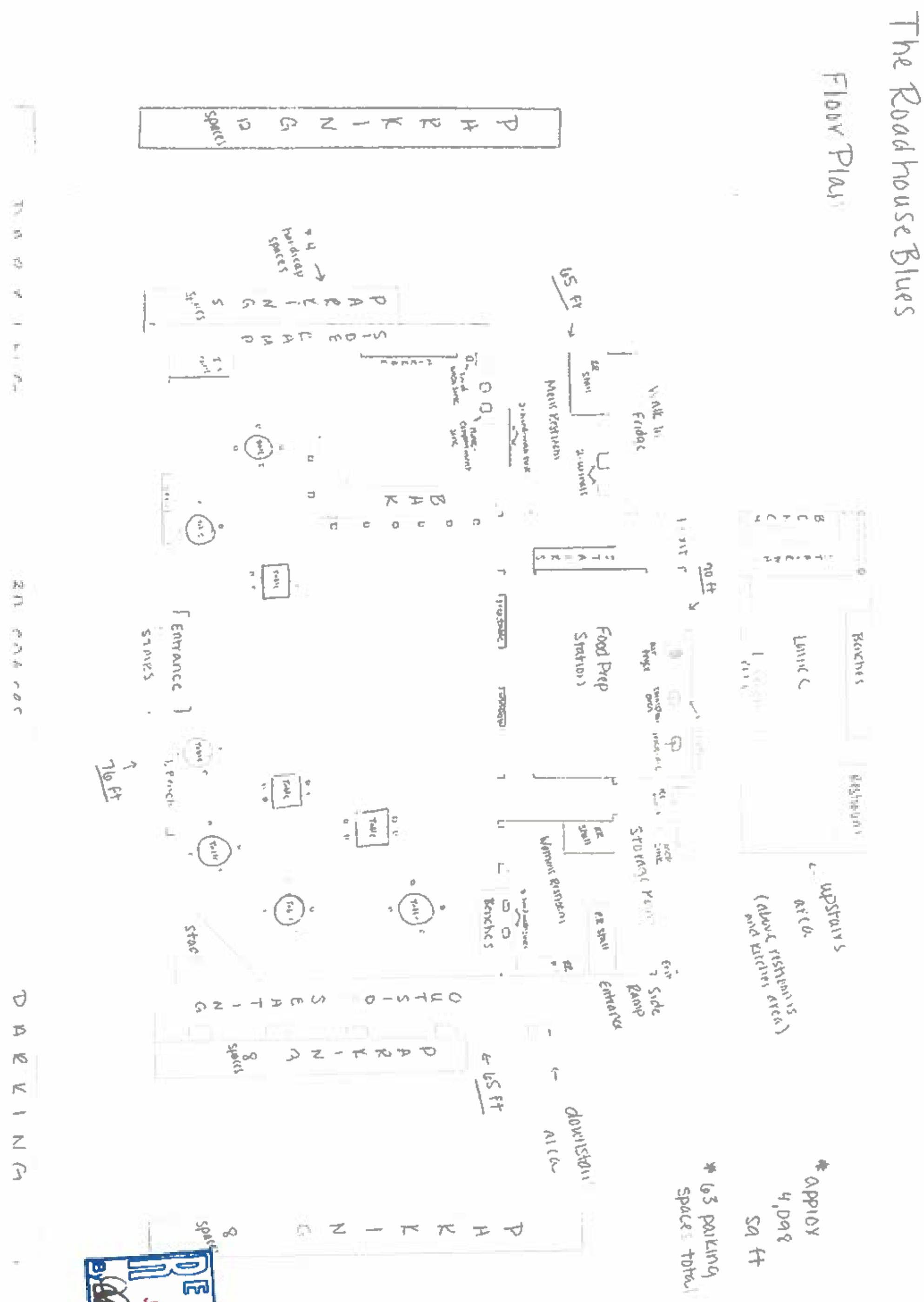
Owner: Darrin Tiffin Date 6/14/24

Owner Address: 26565 S. Tamm Ln. Harlingen TX. 78552

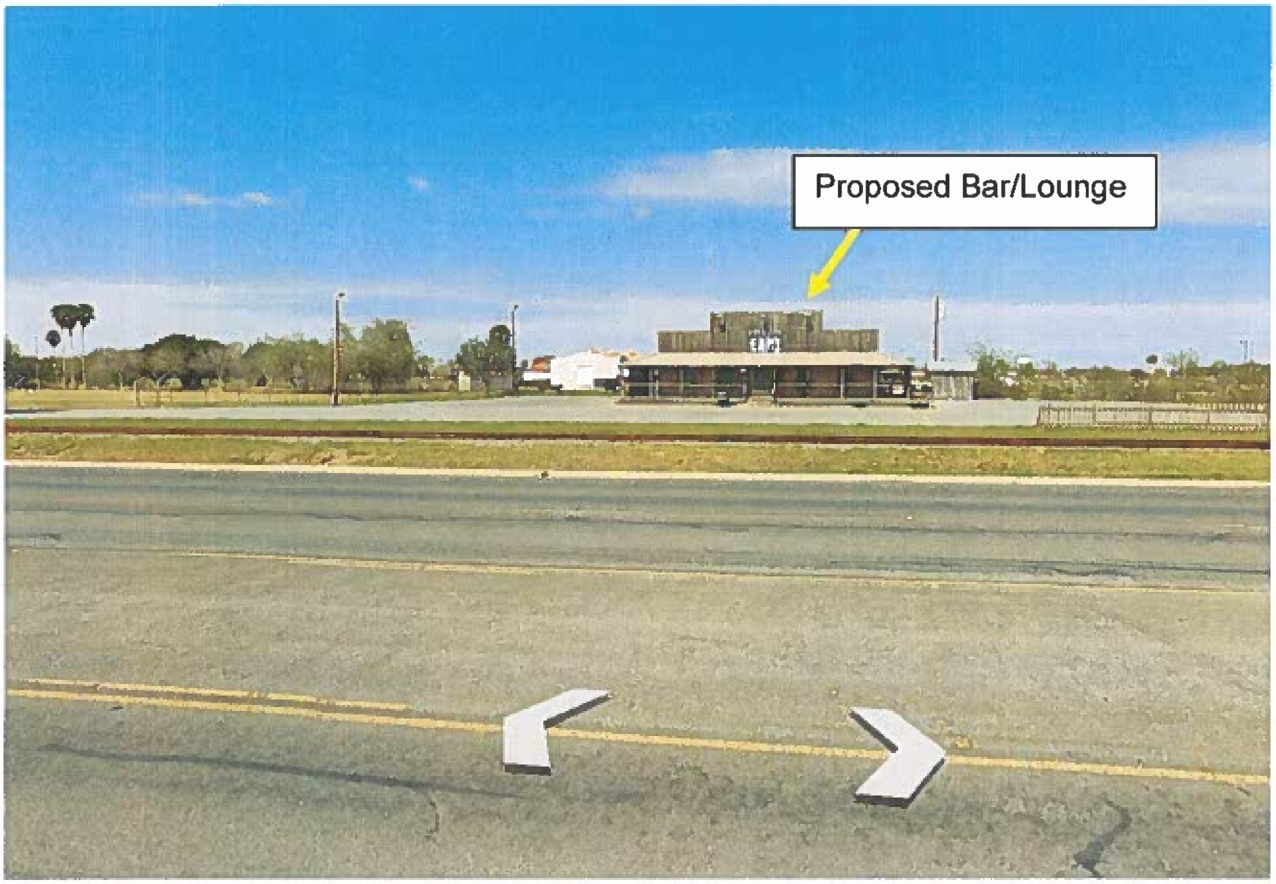
Phone/Fax 956-493-8106

Signature: [signature]

Attachment II – Floor Plan

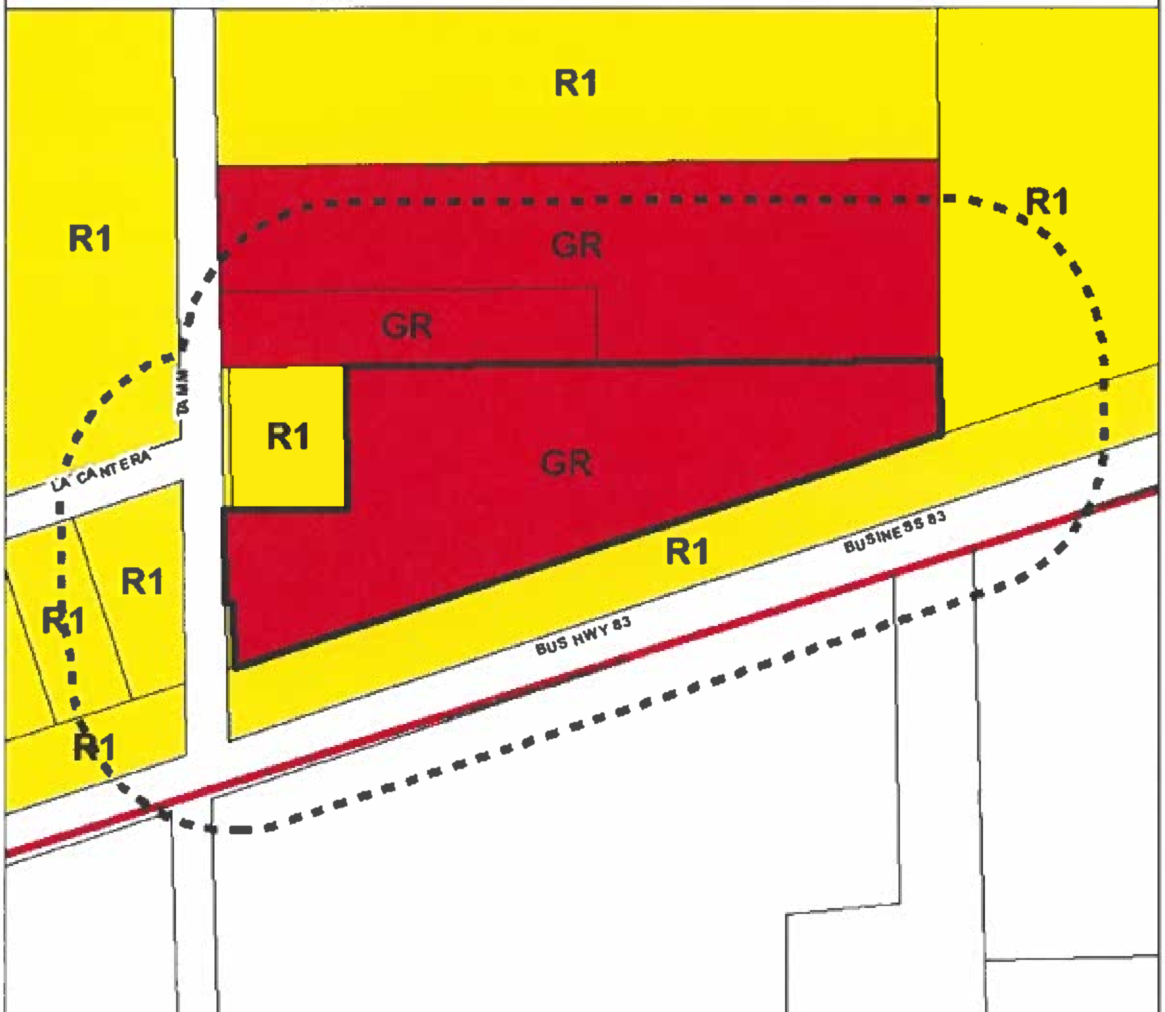


Attachment III – Street View



Attachment IV – Legal Notice

Request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of Stuart Place Subdivision 139/297/298 Block 33, 3.4740 Acres. Applicant: Karlos Esquivel



N

0 55 110

Feet

Boundary lines

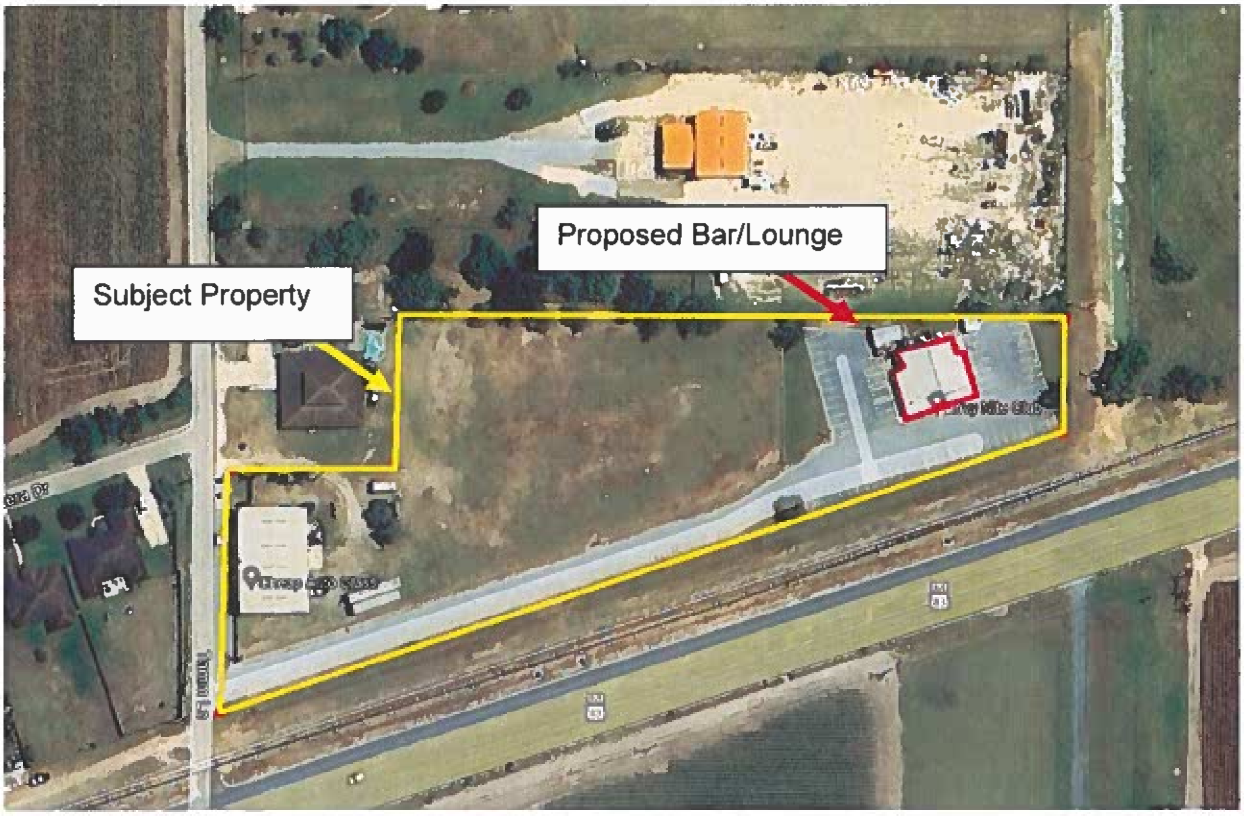
- Harlingen city limits.shp
- 200' Notification Boundary
- Subject Property

Zoning Designations

- General Retail (GR)
- Heavy Industry (HI)
- Light Industry (LI)
- 3/4 Plex Residential (M1)
- Multi Family Residential (M2)
- Mobile Home Residential (MH)
- Not-Designated (N)
- Neighborhood Services (NS)
- Office (O)
- Planned Development (PD)
- Single Family Residential (R1)
- 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 06.14.2024

Attachment V – Aerial View



Attachment VI – Building Inspections

CITY OF HARLINGEN TEXAS

SUP Request Routing Slip

Applicant: Karlos Esquivel

Phone No.: (956) 202-7395

Location: 1105 S Tamm Lane

Project Description: Request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of Stuart Place Subdivision 139/297/298 Block 33, 3.4740 Acres

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 may be required to be installed, additional plumbing fixtures may be required, to be determined at time of Permit Plan Review.

______ **7/03/2024**

Signature

Attachment VI – Fire Prevention Bureau

CITY OF HARLINGEN TEXAS

Specific Use Permit ("SUP") Routing Slip

Applicant: Karlos Esquivel

Phone No.: (956) 202-7395

Location: 1105 S Tamm Lane

Project Description: Request for a Special Use Permit (SUP) to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of Stuart Place Subdivision 139/297/298 Block 33, 3.4740 Acres.

Department: Fire Prevention Bureau

Approval: __X__YES__ NO

Comments: Applicant will have to meet any code, regulation, ordinance, and standard required for the building permit.

Fire Marshal Juan Sauceda Jr.

Juan Sauceda Jr

Date: June 18, 2024

Attachment VI – Fire Prevention Bureau

From: Juan Sauceda Jr. - HFD
To: Esteefania Hernandez; Sol Nunez
Cc: Fire Prevention; Juan Martinez
Subject: FW: SUP Routing Slip - 1105 S Tamm Lane - Bar and Lounge.pdf
Date: Friday, June 21, 2024 4:37:50 PM
Attachments: SUP Routing Slip - 1105 S Tamm Lane - Bar and Lounge.pdf

Hello,

My comments have not changed for the use,

FYI – If approved, the applicant will need construction documents for the new kitchen,

JS

From: Juan Sauceda Jr. - HFD <jsauceda@harlingentx.gov>
Sent: Tuesday, June 18, 2024 2:07 PM
To: Esteefania Hernandez <ehernandez@harlingentx.gov>; Sol Nunez <soln@harlingentx.gov>
Cc: Fire Prevention <FirePrevention@myharlingen.us>
Subject: SUP Routing Slip - 1105 S Tamm Lane - Bar and Lounge.pdf

Please see attached:

Juan Sauceda, Jr.
Fire Marshal
Fire Prevention Bureau
502 E. Tyler
Harlingen, Texas 78550
(956) 216-5790 Phone
(956) 216-5297 Fax
jsauceda@myharlingen.us

HARLINGEN
TEXAS

Attachment VI – Health Department

From: Linda R. Medina
To: Esteefania Hernandez
Cc: James Padilla; Roy Garza
Subject: Re: Updated floor plan for 1105 S Tamm Lane
Date: Friday, June 21, 2024 3:25:03 PM

At this time Roadhouse Blues at 1105 s Tamm lane, meets minimum health requirements at this time as a bar only. If they plan to extend their food menu they will need to add a 3 compartment sink and hand wash sink located in the kitchen or food prep area. The establishment may have this equipment already since it was a bar and grill at one time, however, the plans submitted on 6/21/24 do not show a 3 compartment sink or hand wash sink in the area. Any other further questions please contact the Health Department.

Linda Medina
Health Inspector
City of Harlingen
956-216-5220

From: Esteefania Hernandez <ehernandez@harlingentx.gov>
Sent: Friday, June 21, 2024 3:09 PM
To: James Padilla <jpadilla@harlingentx.gov>; Linda R. Medina <lmedina@harlingentx.gov>
Subject: Updated floor plan for 1105 S Tamm Lane

Good afternoon,

The applicants for an SUP for a bar/lounge on 1105 S Tamm Lane dropped off a revised floor plan. I will be dropping physical copies of the plan at your desk shortly.

Thanks,

CITY OF HARLINGEN TEXAS

Esteefania Hernández
(she/her/hers)
City Planner
Planning and Development
507 East Tyler Avenue
Harlingen, Texas 78550
O: (956) 216-5101 x5261 / C: (956) 750-2840

Attachment VI – Harlingen PD

CITY OF HARLINGEN TEXAS

SUP Request Routing Slip

Applicant: Karlos Esquivel

Phone No.: (956) 202-7395

Location: 1105 S Tamm Lane

Project Description: Request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of Stuart Place Subdivision 139/297/298 Block 33, 3.4740 Acres

Department: Police

Approval: ✓ YES ___NO

Comments:

Signature

6-24-24

Date

Attachment VII – Written Opposition

From: Shelly Winston
To: Estefania Hernandez; randy.swg@gmail.com
Subject: Denial of Special Use Permit for bar/lounge 1105 S. Tamm Lane - Block 33 Stuart Place Sub.
Date: Thursday, June 27, 2024 4:13:32 PM

Dear Miss Hernandez:

We are recommending to the Planning & Zoning Commission to deny the proposed and requested Special Use Permit which Karlos Esquivel is the petitioner. The basis for our denial is that the surrounding area is a quiet countryside type of residential and farming area in which people value privacy and quiet. We have also invested a substantial amount of money in the adjacent subdivision (Crockett Corner Subdivision) that will be for large residential Estate Tracts use. This type of home buyer will not want to be located and/or subjected to the close proximity of a bar/lounge area which will disturb their evenings and nights.

In our opinion, the Harlingen school district will also be in agreement with us, as they have also purchased property slightly to the north of this proposed bar/lounge on Tamm Road - and are in the 200 feet perimeter. Lastly as parents, we also feel that a bar/lounge in this area is not a good fit.

We are again requesting that the Planning & Zoning Commission consider a denial of this permit.

Thank you for your consideration and time. It is greatly appreciated.

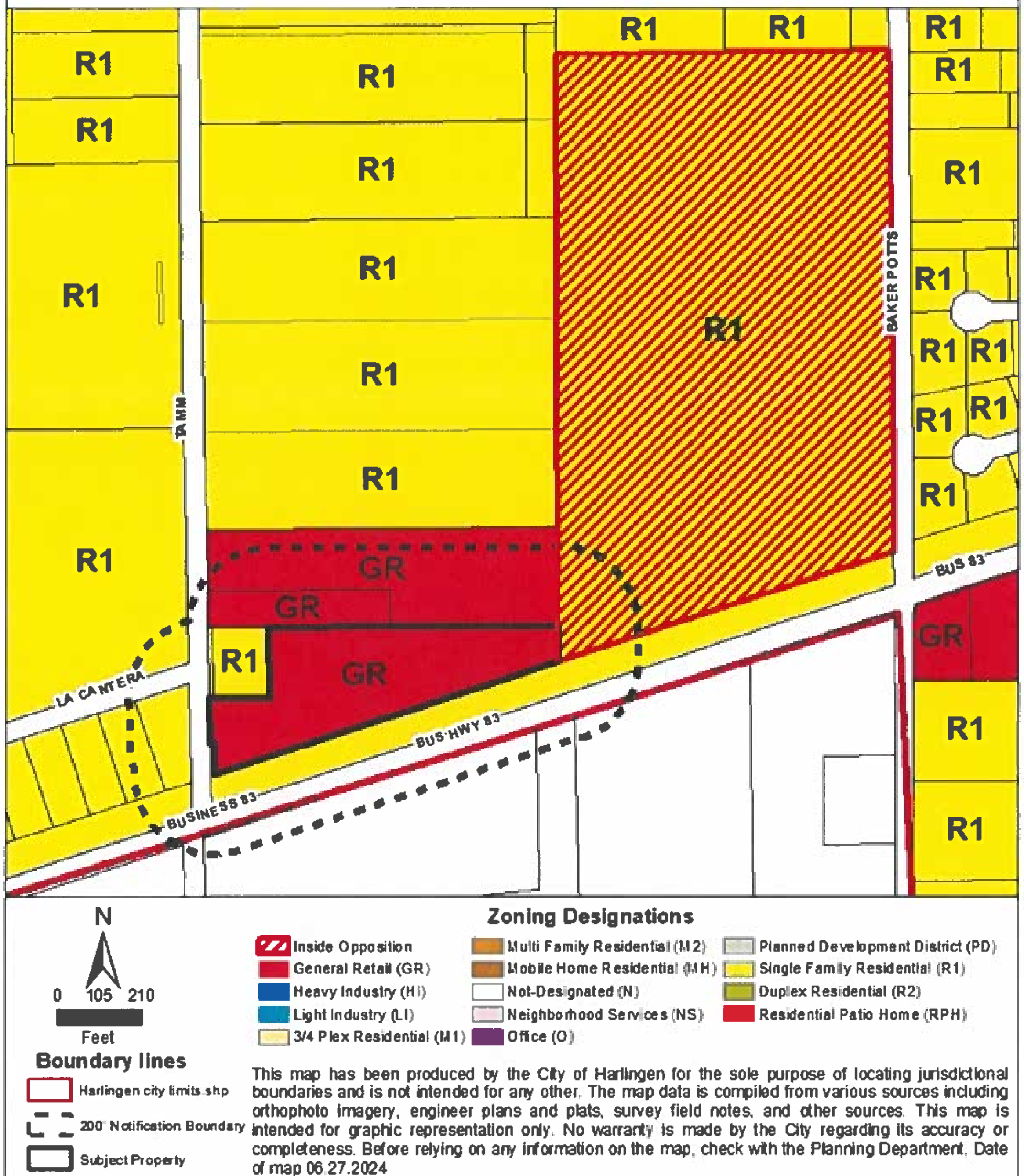
Sincerely,
RSW Land

Shelly Winston
956-454-4548

Randall Winston, P.E.
President
SWG Engineering, LLC
611 Bill Summers Intl. Blvd.
Weslaco, TX 78596
(956) 968-2194
Firm Registration No. F-592
AGC RGVC 2019 Engineering Firm of the Year

Attachment VIII –Opposition Map

Request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 137/297/298. Applicant: Karlos Esquivel



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Attachment IX – Petition in Opposition

CITY OF HARLINGEN TEXAS

Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

PETITION IN OPPOSITION

Request for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 137/297/298. Applicant: Karlos Esquivel

Area of 200 ft. Radius and Subject Property	15.3750 acres
Area of Subject Property:	3.4740 acres
Notification Area:	11.9010 acres
Area of Opposition:	0.9831 acres

0.9831 acres / 11.9010 = 0.0826 = **8.26%**

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT (SUP) ISSUED TO KARLOS ESQUIVEL TO ALLOW A BAR/LOUNGE IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 1105 SOUTH TAMM LANE, BEARING A LEGAL DESCRIPTION OF 3.4740 ACRES OUT OF BLOCK 33, STUART PLACE SUBDIVISION 139/297/298, 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 in Exhibit "A":

> Special Use Permit (SUP) issued to Karlos Esquivel to allow a bar/lounge in a General Retail ("GR") District located at 1105 South Tamm Lane, bearing a legal description of 3.4740 Acres out of Block 33, Stuart Place Subdivision 139/297/298.

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Chief Building Official 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 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 Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Must obtain and maintain the proper State and City permits;
2. Must provide video surveillance with a minimum 30-day retention; and,
3. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments
4. Hours of operation shall be every day from 2:00 p.m. to 2:00 a.m.
5. A licensed security officer must be on-site during the peak hours of Thursday to Saturday from 9:00pm to 2:00am.

The provisions of this ordinance shall become effective from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances and applicable state statutes.

FINALLY ENACTED this ____ day of ___________, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

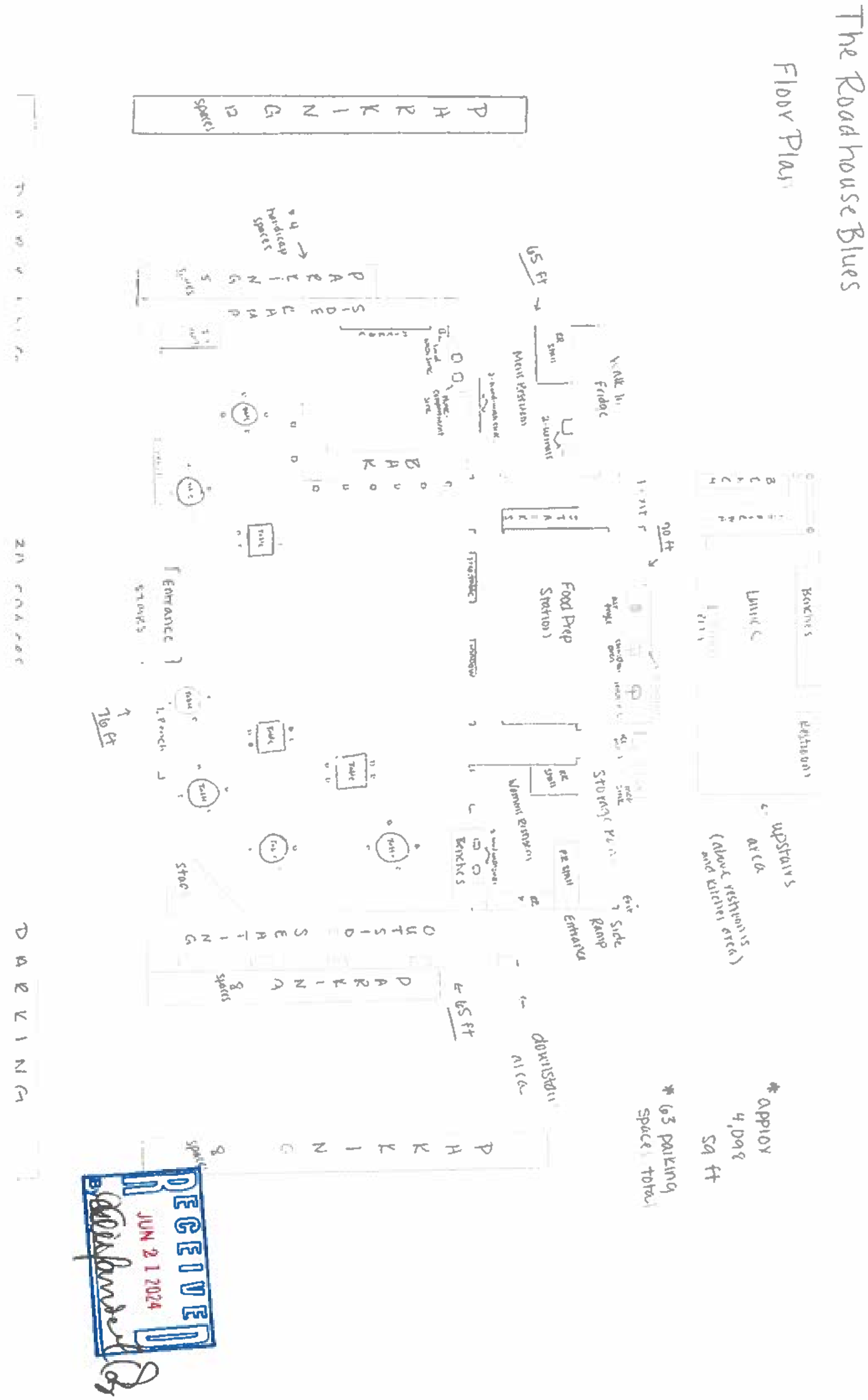
CITY OF HARLINGEN

____
Norma Sepulveda, Mayor

ATTEST:

____
Amanda C. Elizondo, City Secretary

EXHIBIT "A"


The Roadhouse Blues
Floor Plan
Food Prep Station
Entrance
Mens Restroom
Womens Restroom
Storage
Side Ramp Entrance
upstairs area (above restrooms and kitchen area)
downstairs area
65 ft
76 ft
70 ft
* approx 4,098 sq ft
* 63 parking spaces total
PARKING
RECEIVED
JUN 21 2024

10 b

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- June 15, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- June 26, 2024 – Public hearing to recommend the annexation by the Planning and Zoning Commission.
- July 3, 2024 – Public hearing and consideration of annexation by the City Commission via First Ordinance Reading.
- July 17, 2024 – Public hearing and consideration of annexation ordinance by the City Commission via Second and final reading.

Summary

- The property owner has requested the voluntary annexation of 7.9 acres of land **(Attachment I)**. The property has frontage along Primera Road and is contiguous to the city limits via the south side that was annexed to the city limits in the year 1978 **(Attachment V)**. The property to the east was annexed to the city limits in the year 2006.

- The property owner is proposing an industrial development at the site and finds it beneficial for the property to be within city limits. If successful, with the rezoning the developer plans to subdivide the property into multiple lots.

- Water and sewer for this subdivision will be provided by the city of Primera. The costs to connect the property to the city water and sanitary sewer system will be at the developer's expense.

- The developer will be processing an industrial rezoning of the property soon after the annexation process is completed. During the rezoning process legal notices will be mailed to all property owners within 200 feet of the subject property. The legal notices will be mailed to the property owners within the city limits only.

- The subject annexation will require three public hearings and two readings of the ordinance. The above timeline delineates the annexation process.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Attachment I- Letter from the Property Owner

HARLINGEN
Economic Development Corporation

April 4, 2024

Mr. Xavier Cervantes
Director, Planning & Zoning
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

RE: Annexation Request for the Industrial Park at Roosevelt

Dear Mr. Cervantes,

The Development Corporation of Harlingen, Inc. (also known as the Harlingen Economic Development Corporation or HEDC) owns several property parcels comprising the Industrial Park at Roosevelt. One of the parcels of land, however, lies outside of the city limits of Harlingen. Through this letter we are formally requesting that this parcel owned by the HEDC known as 7.9 acres out of Lot 16 of Cunningham's Subdivision (Cameron County Appraisal District Property ID 202962) be annexed into the City of Harlingen.

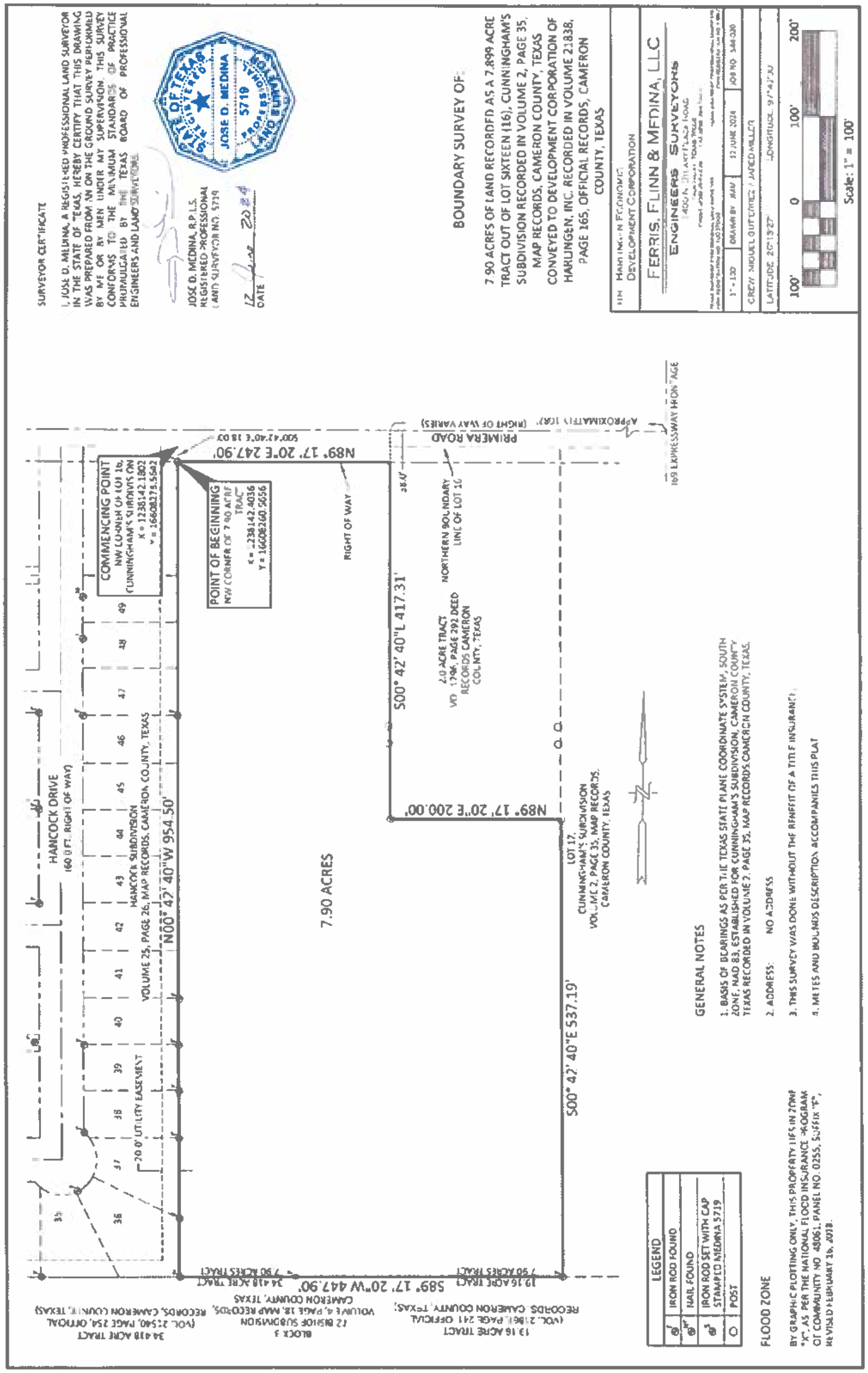
The total acreage of this parcel is 7.9 gross acres. The annexation of this parcel will ensure that all the properties comprising the Industrial Park at Roosevelt lie within the city limits of Harlingen and are eligible for city services.

Please let me know if you need any additional information or if you have any questions. Thank you in advance for your consideration.

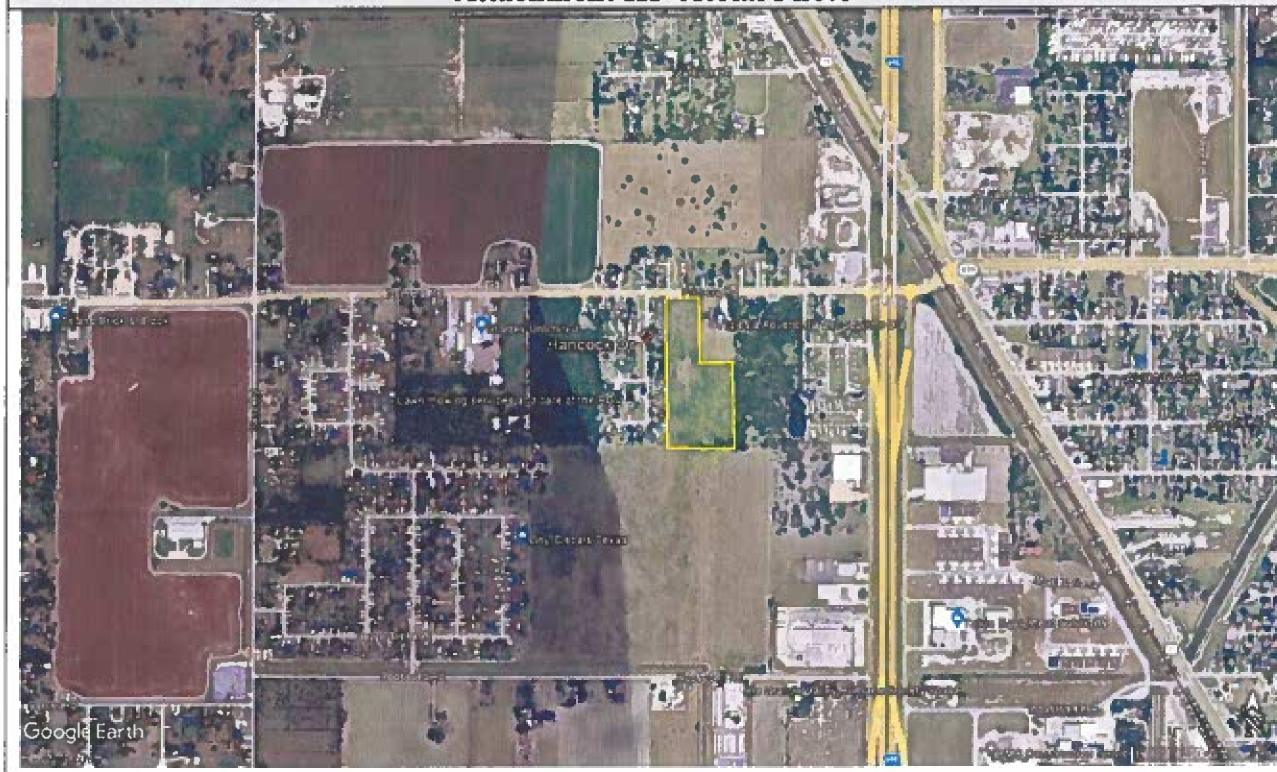
Sincerely,

Orlando Campos
CEO

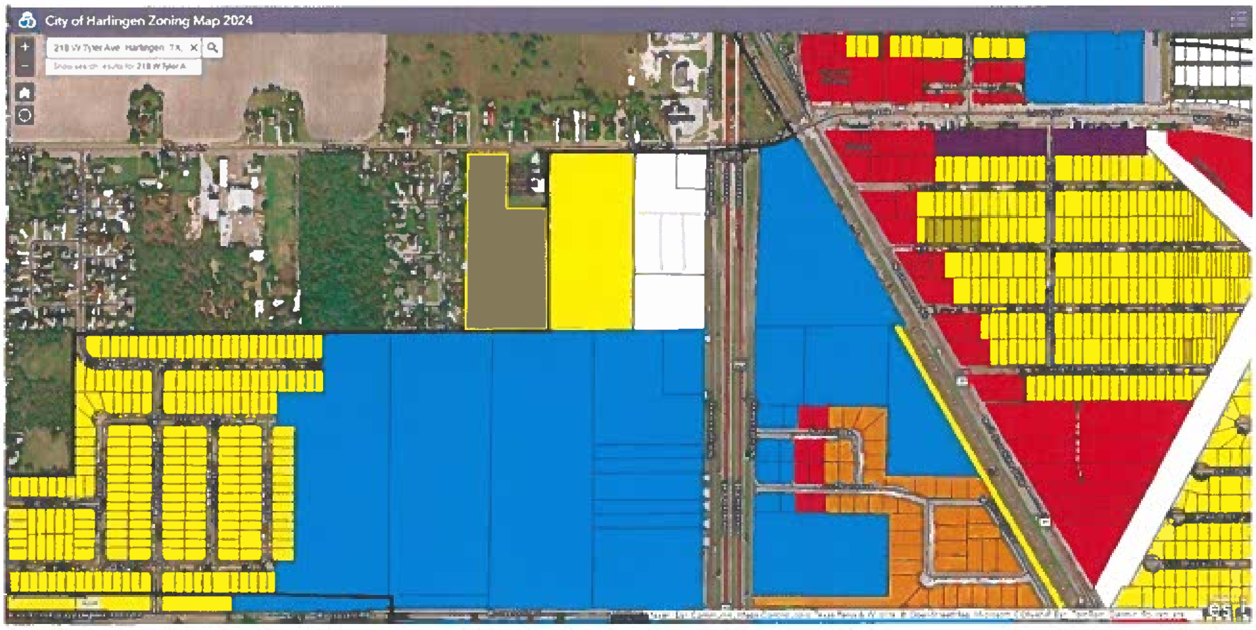
Attachment II- Property Survey



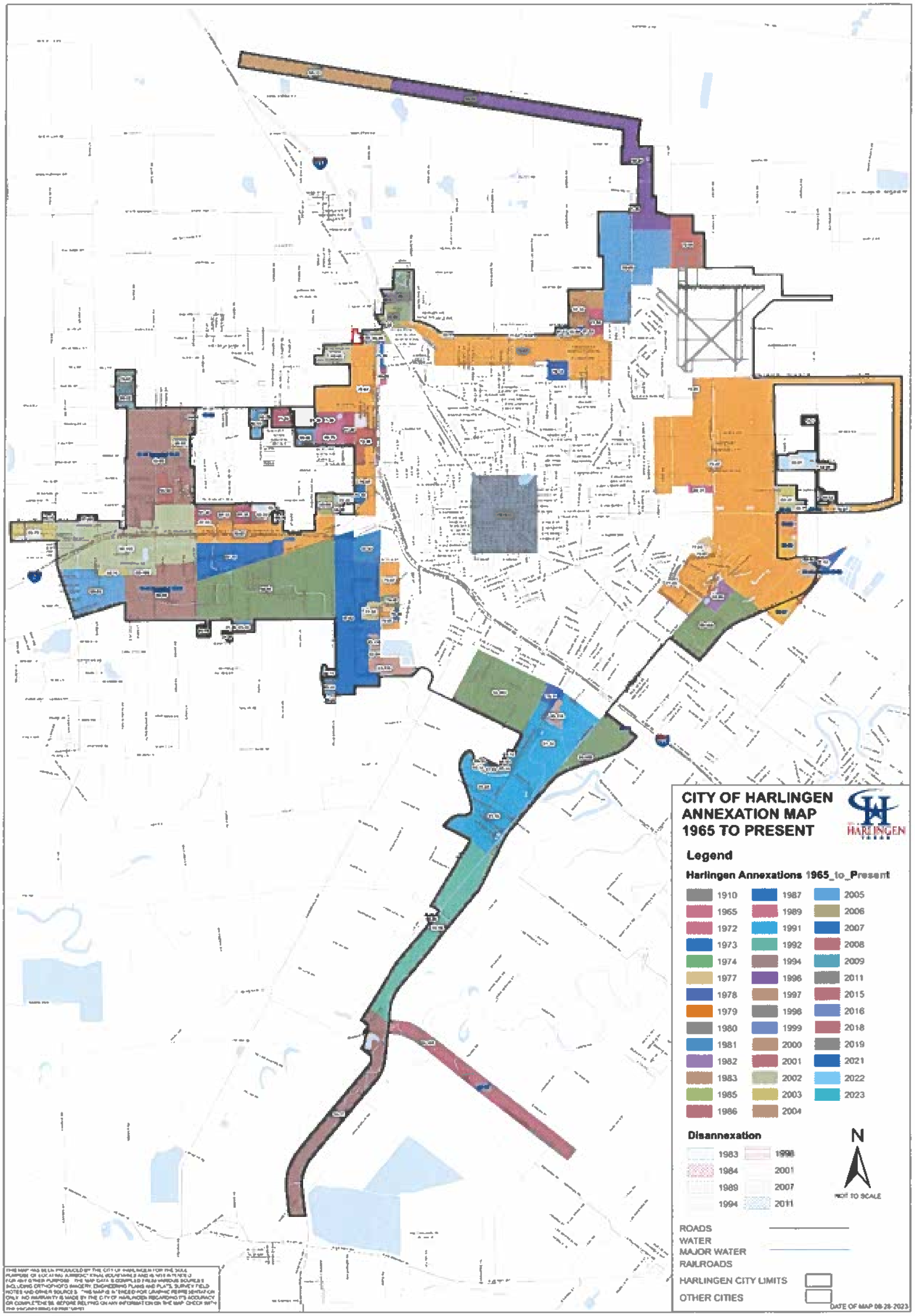
Attachment III- Aerial Photo



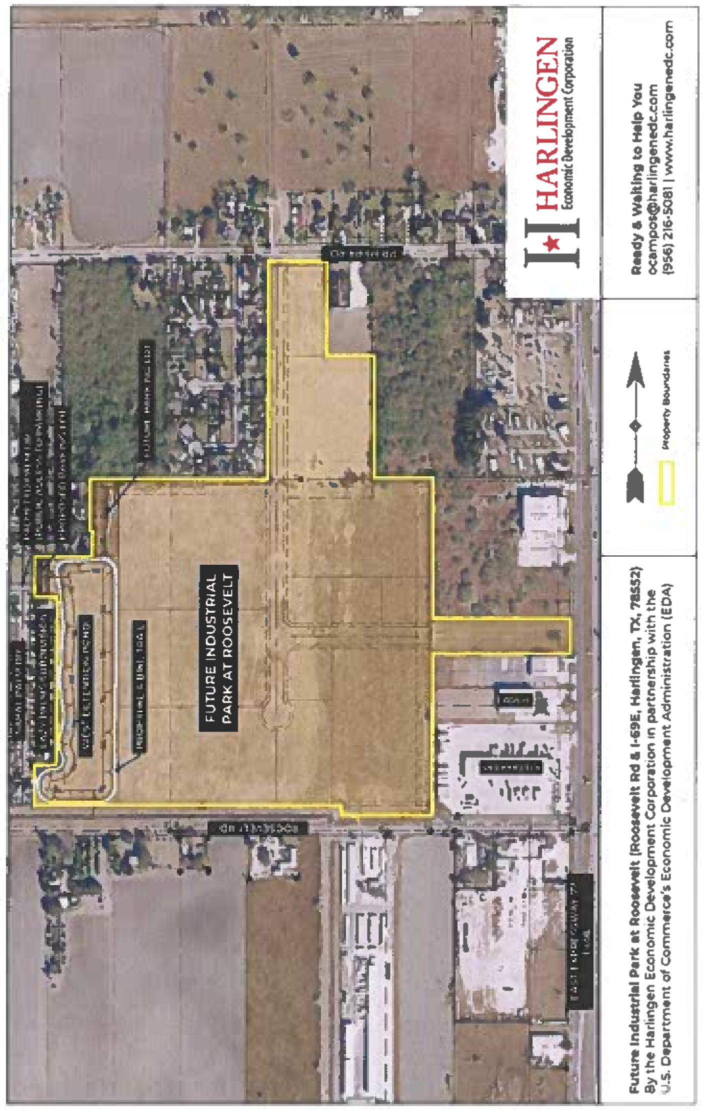
Attachment IV- Zoning Map



Attachment V- Annexation History Map



Attachment VI- Proposed Subdivision Layout



ORDINANCE NO. 24-______

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE A 7.9 ACRE TRACT OF LAND OUT OF LOT 16, CUNNINGHAM'S SUBDIVISION, LOCATED ALONG THE SOUTH SIDE OF PRIMERA ROAD APPROXIMATELY 1,100 FEET WEST OF I-69E (U.S. EXPRESSWAY 77); BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas (the "City") desires to annex approximately 7.9 acres of land situated on the south side of Primera Road approximately 1,100 feet west of I-69E (U.S. Expressway 77), more particularly described and depicted in Exhibit "A", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality which are contained in the municipality's extra-territorial jurisdiction (ETJ); and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area, whereby the City has received a petition for annexation by the property owner for the tract of land described as depicted in Exhibit "B"; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated April 4, 2024, with the owner of the Property regarding the provision of services to the Property upon annexation, of which the applicable annexation services agreement and schedule is attached hereto and incorporated herein as Exhibit "C," and

WHEREAS, the City Commission provided public notice and held public hearings on June 26, July 3 and July 17, 2024, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

WHEREAS, at such hearings all interested persons were heard concerning the advisability of annexing such tracts of land; and

WHEREAS, the City Commission of the City of Harlingen, finds that the inclusion of such additional area will be of benefit to the City of Harlingen; now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN:

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

Section 2. The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.

Section 3. The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.

Section 4. The annexation services agreement attached as Exhibit "C" is approved, and municipal services shall be provided to the Property in accordance therewith.

Section 5. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.

Section 7. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Commission that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

Section 8. This Ordinance will take effect upon its adoption by the City Commission in accordance with the provisions of Article V, Section 5 of the City Charter.

APPROVED ON FIRST READING on this 3rd day of July 2024

APPROVED, PASSED, AND ADOPTED ON SECOND AND FINAL READING on this

17th day of July 2024

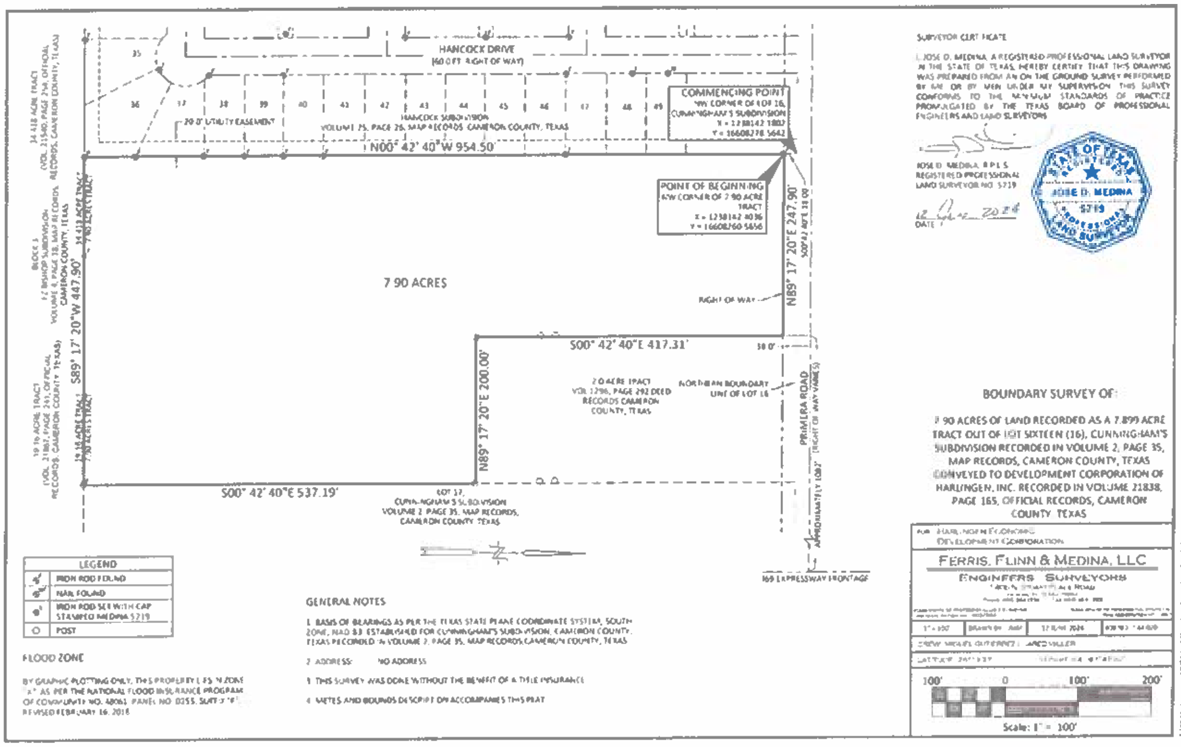
CITY OF HARLINGEN

____
Norma Sepulveda, Mayor

ATTEST:

____
Amanda Elizondo, City Secretary

EXHIBIT "A"



FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS

30 May 2024

METES AND BOUNDS
7.90 ACRES OF LAND

Being 7.90 Acres of Land recorded as a 7.899 Acre Tract out of Lot Sixteen (16), Cunningham's Subdivision recorded in Volume 2, Page 35, Map Records, Cameron County, Texas conveyed to Development Corporation of Harlingen, Inc. recorded in Volume 21838, Page 165, Official Records, Cameron County, Texas, said 7.90 Acres of land being more particularly described by metes and bounds as follows.

COMMENCING at the Northwest corner of Lot 16, Cunningham's Subdivision and being the Northeast corner of Lot Fifteen (15), Cunningham's Subdivision (Having coordinate values X = 1238142.1802 Y = 16608278.5642 based on the Texas State Plane Coordinate System, South Zone, NAD83).

THENCE leaving the common corner of Lots 15 and 16, Cunningham's Subdivision, **South 00 Deg. 42 Min. 40 Sec. East**, a distance of **18.00 Feet** to a point on the South Right of Way of Primera Road (Having a varying Right of Way width) from which a 1/2 inch iron rod bears South 14 Deg. 13 Min. 35 Sec. West, a distance of 0.20 Feet, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described; (Having coordinate values of X = 1238142.4036 Y = 16608260.5656 based on the Texas State Plane Coordinate System, South Zone, NAD83);

1) **THENCE** along the South Right of Way of Primera Road, **North 89 Deg. 17 Min. 20 Sec. East**, a distance of **247.90 Feet** to a point, for the Northeast corner of the tract herein described

2) **THENCE** leaving the South Right of Way of Primera Road, **South 00 Deg. 42 Min. 40 Sec. East**, a distance of **417.31 Feet** to a point, for a corner of the tract herein described;

3) **THENCE, North 89 Deg. 17 Min. 20 Sec. East**, at a distance of **200.00 Feet** to a point for a corner of the tract herein described.

4) **THENCE, South 00 Deg. 42 Min. 40 Sec. East** a distance of **537.19 Feet** to a 1/2 inch iron rod found, for the Southeast corner of the tract herein described,

5) **THENCE, South 89 Deg. 17 Min. 20 Sec. West** a distance of **447.90 Feet** to a point, for the Southwest corner of the tract herein described,

6) **THENCE, North 00 Deg. 42 Min. 40 Sec. West** a distance of **954.50 Feet** to the **POINT OF BEGINNING**, Containing 7.90 Acres of Land within these metes and bounds.

Basis of bearing as per the Texas State Plane Coordinate System, South Zone, NAD 83. All Dimensions are in feet and decimal thereof.

Jose D. Medina, R.P.L.S.
Registered Professional
Land Surveyor No. 5719

STATE OF TEXAS
REGISTERED
JOSE D. MEDINA
5719
PROFESSIONAL
LAND SURVEYOR

31 May 2024
Date

1405 North Stuart Place Road • Palm Valley, Texas 78552 • (956) 364-2236 • Fax (956) 364-1023
TBPE Firm Reg. No. F-897 • TBPLS Firm Reg. No. 100-370-00 • www.ferrisandflinn.com

EXHIBIT "B"

HARLINGEN
Economic Development Corporation

April 4, 2024

Mr. Xavier Cervantes
Director, Planning & Zoning
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

RE: Annexation Request for the Industrial Park at Roosevelt

Dear Mr. Cervantes,

The Development Corporation of Harlingen, Inc. (also known as the Harlingen Economic Development Corporation or HEDC) owns several property parcels comprising the Industrial Park at Roosevelt. One of the parcels of land, however, lies outside of the city limits of Harlingen. Through this letter we are formally requesting that this parcel owned by the HEDC known as 7.9 acres out of Lot 16 of Cunningham's Subdivision (Cameron County Appraisal District Property ID 202962) be annexed into the City of Harlingen.

The total acreage of this parcel is 7.9 gross acres. The annexation of this parcel will ensure that all the properties comprising the Industrial Park at Roosevelt lie within the city limits of Harlingen and are eligible for city services.

Please let me know if you need any additional information or if you have any questions. Thank you in advance for your consideration.

Sincerely,

Orlando Campos
CEO

EXHIBIT "C"

ANNEXATION SERVICE AGREEMENT

SECTION 1. Pursuant to the provisions of V.T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 7.9 acre tract of land out of Lot 16, Cunningham's Subdivision, Cameron County, Texas, the developer(s) owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection
   Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection
   Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services
   Emergency medical services will be provided through contract services on the effective date of annexation.

4. Environmental Health and Code Compliance
   Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

   Regulation of animal and fowl density will be provided on the effective date of annexation.

5. Solid Waste Collection
   Pick up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Harlingen.

   Brush collection will be on a periodic basis as established by the City Sanitation Department with an active utility account.

6. <u>Operation and maintenance of public roads and streets</u>
Routine maintenance of public roads and streets will begin on the effective date of annexation on the same basis as presently occurs in the city.

Maintenance of public streets including the repair of hazardous potholes and measures necessary for traffic flow will begin on the effective date of annexation.

SIGNED this 4th day of April, 2024.

CITY OF HARLINGEN

By:__________________
Gabriel Gonzalez, CPM, City Manager

DEVELOPER AND PROPERTY OWNER OF THE PROPERTY DESCRIBED ABOVE

By: __________________
Orlando Campos, CEO
Harlingen Economic Development Corporation

10 c

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Multi Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- June 24, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- June 28, 2024 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract. **(ATTACHMENT II)**
- June 29, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star. **(ATTACHMENT II)**
- July 10, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- July 17, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- August 7, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subdivision from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District to allow for townhome lots with a zero-foot side setback for all lots **(ATTACHMENT III).**

- There are currently 5 duplexes built on Lots 6-10, Block 3, and the rest of the lots in the subdivision are vacant. The developer subdivided the property under the name of The Reserve Subdivision. The Subdivision consists of 39 multi-family lots and 1 lot for the detention pond. The original intent was to build one duplex in each lot. Due to changing market conditions, the developer intends to convert the existing duplexes into townhomes by splitting the lots in two.

- According to the site plan, forty (40) lots will consist of townhomes lots, one (1) lot will consist of a detention pond for the subdivision. All potential townhome lots will front an interior public street. An example of a townhome development can be found in **(ATTACHMENT VI)**. In a townhouse development there are no side setbacks, and a fire wall is constructed on the sides of each housing unit. The International Residential Code (IRC) defines a townhouse as a single-family unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public way of not less than two sides.

- The surrounding properties are zoned Residential, Multi-Family to the north and east, and Light Industry to the south and west. The surrounding land uses consist of duplexes to the north and east, the Green Gables Antique Store and a vacant commercial property to the south, and ISS Action security service to the west. **(ATTACHMENTS II AND IV)**.

- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan, named One Vision One Harlingen, shows this area as mixed use. The requested zoning is generally consistent with the Future Land Use Plan. **(ATTACHMENT V).**

- Staff sent out 24 notices to the surrounding property owners within a 200-foot radius. Staff did not receive any calls in opposition to the Planned Development request.

- The City of Harlingen Engineering, Building Inspections, and Fire Prevention Departments reviewed the proposed Planned Development site plan. Building Inspections recommended approval, subject to complying with all applicable codes. The Engineering Department recommended approval of the request. The Fire Prevention Bureau recommended denial of the request. **(ATTACHMENT VII).**

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the request.

Comments:

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

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

Attachment I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT
MASTER APPLICATION

PROPERTY INFORMATON: (*Please* **PRINT** *or* **TYPE**)

Project Address RESERVE SUBD. Nearest Intersection REESE AVE & NEW COMBES RD

(Proposed) Subdivision Name RESERVE SUBDIVISION Lot ______ Block ______

Existing Zoning Designation MF Future Land Use Plan Designation PDD

OWNER/APPLICANT INFORMATION: (*Please* **PRINT** or **TYPE**)

Applicant/Authorized Agent MOORE LAND SURVEYING Phone 956-245-4651 FAX ______

Email Address (for project correspondence only): D.MOORELANDSURVEYING@GMAIL.COM

Mailing Address 14292 PALIS DR City LA FERIA State TX Zip 78559

Property Owner MOOVAN, LLC Phone 956-245-4651 FAX ______

Email Address (for project correspondence only): JOSHMOODYLOANS@GMAIL.COM

Mailing Address 6220 CAMPBELL RD City DALLAS State TX Zip 75248

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

☐ Annexation Request.....No Fee	☐ Preliminary Construction Plans and Final Plat.....$150.00
☐ Administrative Appeal (ZBA).....$125.00	☐ Minor Plat.....$100.00
☐ Comp. Plan Amendment Request...$250.00	☐ Re-Plat.....$250.00
☐ Re-zoning Request.....$250.00	☐ Vacating Plat.....$250.00
☐ SUP Request/Renewal.....$250.00	☐ Development Plat.....$50.00
☐ Zoning Variance Request (ZBA).....$250.00	☐ Subdivision Variance Request.....$25.00 (each)
☒ PDD Request.....$250.00	☐ Right-of-Way / Utility Easement Abandonment.....No Fee
☐ License to Encroach.....$250.00	

Please provide a basic description of the proposed project: CREATE TOWHOME LOTS FROM EXISTING MF LOTS ALLOW A ZERO FOOT (0') SIDE SETBACK ON ALL LOTS

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature: DUSTIN MOORE DUSTIN MOORE 2024.06.24 11:08:05 -05'00' Date: 6/24/24

Property Owner(s) Signature: DUSTIN MOORE DUSTIN MOORE 2024.06.24 11:08:16 -05'00' Date: 6/24/24

Accepted by: ____________________ Date: ____________

Attachment I

RE-ZONING REQUEST
SUBMITTAL CHECKLIST

Please submit the following items along with the completed master application and appropriate fees. The project cannot be scheduled for consideration unless all items are marked complete. Citations come from the Zoning Ordinance.

Complete

- ☐ A metes and bounds description or survey plat of the tract(s) in which the re-zoning is requested.
- ☐ A written statement describing the proposed use(s) of the subject property (can be provided on Master Application).
- ☐ Any other information (elevation drawings, pictures, etc.) in support of the subject request.

- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
  - A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
  - Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
- I understand that while all requirements for the submittal of a re-zoning request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Owner: JOSH MOODY Date 6/24/24

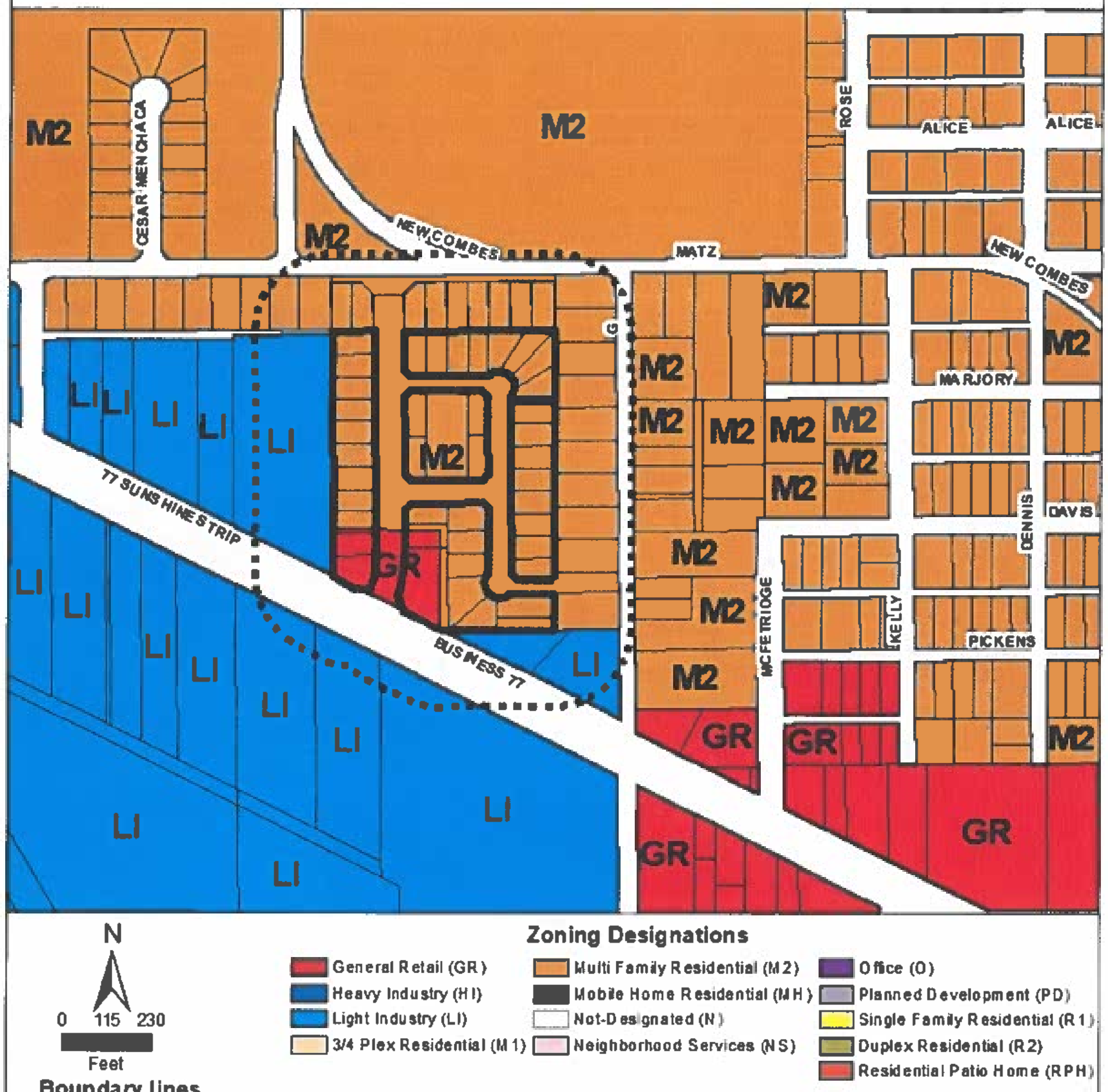
Owner Address: 6220 CAMPBELL RD, DALLAS, TX 75248

Phone/Fax: 956-245-4651

Signature: DUSTIN MOORE DUSTIN MOORE 2024.06.24 11:08:40 -05'00'

Attachment II

Request to rezone from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot setback for all lots in The Reserve Subdivision, located along the north sided of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC



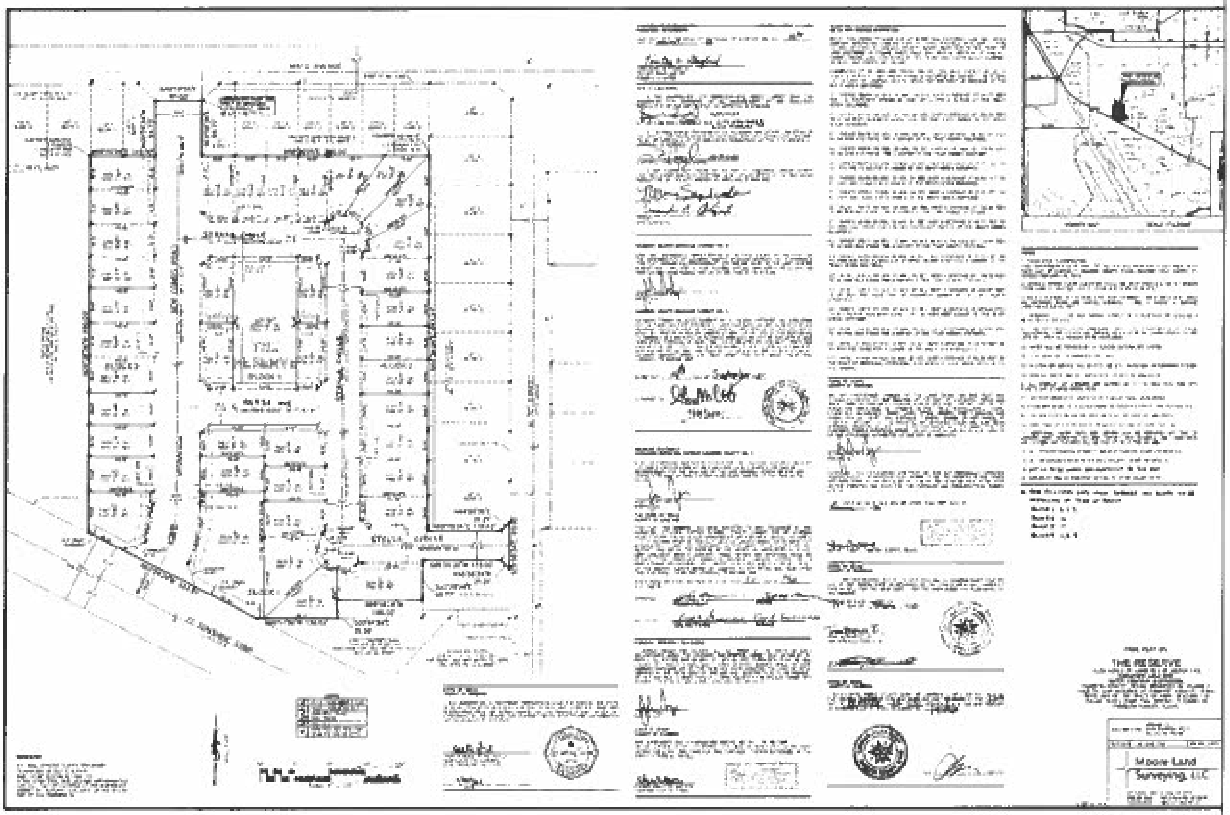
This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended 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 06.24.2024

Attachment III – Street View

View from North G Street

View from New Combs

Attachment III – Recorded Final Plat of The Reserve Subdivision



Attachment IV – Aerial View

AERIAL

Attachment V

CITY OF HARLINGEN TEXAS

Future Land Use Map

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

N

0 320 640

Feet

Boundary Lines

- Harlingen City Limits
- Subject Property

Future Land Use

- Agricultural/Rural Residential
- Employment Center
- High Density Residential
- Industrial
- Institutional
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Recreational/Open Space
- Retail-Regional
- Retail/Commercial/Office

THIS MAP HAS BEEN PRODUCED BY THE CITY OF HARLINGEN FOR THE SOLE PURPOSE OF LOCATING JURISDICTIONAL BOUNDARIES AND IS NOT INTENDED FOR ANY OTHER PURPOSE. THE MAP DATA IS COMPILED FROM VARIOUS SOURCES INCLUDING ORTHOPHOTO IMAGERY, ENGINEERING PLANS AND PLATS, SURVEY FIELD NOTES AND OTHER SOURCES. THIS MAP IS INTENDED FOR GRAPHIC REPRESENTATION ONLY. NO WARRANTY IS MADE BY THE CITY OF HARLINGEN REGARDING ITS ACCURACY OR COMPLETENESS. BEFORE RELYING ON ANY INFORMATION ON THE MAP, CHECK WITH THE PLANNING DEPARTMENT.

Attachment VI-Example of Townhomes

Attachment VII – Fire Prevention

CITY OF HARLINGEN TEXAS

Planned Development (PD) Request Routing Slip

Applicant: Moore Land Surveying, LLC c/o MooVann, LLC

Phone No.: (956) 245-4651

Location: Located on the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street.

Project Description: Request to rezone from Residential Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street, Applicant: Moore Land Surveying c/o MooVann, LLC.

Department: Fire Prevention Bureau

Approval: ___YES __ YES with comments _X_NO

Comments: **Request for townhome lots would be for the remaining lots with no construction permit.**

Fire Marshal Juan Sauceda Jr.

Juan Sauceda Jr

Date: June 25, 2024

Attachment VII – Building Inspections

CITY OF HARLINGEN TEXAS

Planned Development (PD) Request Routing Slip

Applicant: Moore Land Surveying, LLC c/o MooVann, LLC

Phone No.: (956) 245-4651

Location: North of Tyler Avenue south of W. Filmore Avenue

Project Description: Request to rezone from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot setback for all lots in The Reserve Subdivision, located along the north sided of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC

Department: Building Permits and Inspections Department
Approval: X YES ____ NO
Comments:

If the rezone request is approved, A Building Permit application and complete set of plans (Site Plan, Structural Engineering Plans to include foundation…) must be submitted to the building department office for the proposed use.

- Conventional light-frame construction shall be designed in accordance with Sec. 2308, 2018 Int'l Residential Code that must comply with 140 mph wind speeds.
- **R202 Townhouse.** A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof, with a yard or public way on at least two sides and is **separated with property lines.**

R302.2Townhouses. Walls separating townhouse units shall be constructed in accordance with Section R302.2.1 or R302.2.2.

R302.2.1Double walls. Each townhouse shall be separated by two 1-hour fire-resistance-rated wall assemblies tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code.*

An engineer analysis report will be required to be provided on inspections that were not conducted on completed work.

06/25/2024

Signature Date

Attachment VII - Engineering

CITY OF HARLINGEN TEXAS

Planned Development (PD) Request Routing Slip

Applicant: Moore Land Surveying, LLC c/o MooVann, LLC

Phone No.: (956) 245-4651

Location: North of Tyler Avenue south of W. Filmore Avenue

Project Description: Request to rezone from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot setback for all lots in The Reserve Subdivision, located along the north sided of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC

Department:

Approval: X YES ____ NO

Comments:

Roberto Hernandez 07-01-2024

Signature **Date**

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN TO: REZONE FROM RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT AND GENERAL RETAIL ("GR") DISTRICT TO PLANNED DEVELOPMENT ("PD") DISTRICT TOWNHOME LOTS WITH A ZERO-FOOT SIDE SETBACK FOR ALL LOTS IN THE RESERVE SUBDIVISION, LOCATED ALONG THE NORTH SIDE OF NORTH BUSINESS 77 SUNSHINE STRIP, APPROXIMATELY 293 FEET WEST OF G STREET 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 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:

> Rezone from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street 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 ____ day of ______________, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

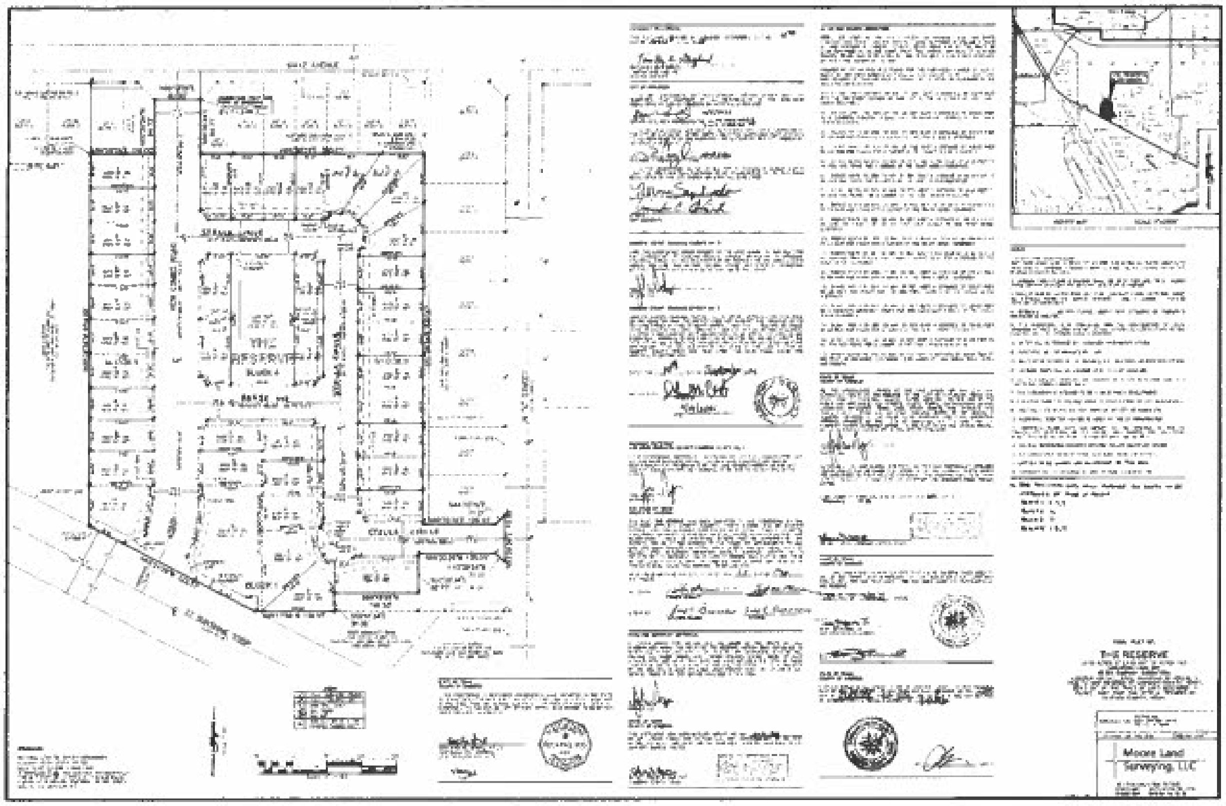
CITY OF HARLINGEN

____
Norma Sepulveda, Mayor

ATTEST:

____
Amanda C. Elizondo, City Secretary

Exhibit “A”



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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Conduct a public hearing and consideration and possible action to approve an ordinance on first reading for a request to amend the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69 acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga

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

Brief Summary:

Project Timeline

- June 13, 2024 – Application for a comprehensive plan amendment submitted to the City. **(ATTACHMENT I-III).**
- June 21, 2024- In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- June 22, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- July 10, 2024- Public hearing and consideration of requested amendment by the Planning and Zoning Commission (P&Z).
- July 17, 2024– Public hearing and consideration of requested amendment via 1st ordinance reading scheduled before the City Commission.
- August 7, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Francisco Arriaga, the applicant and property owner, is requesting to amend the Future Land Use Plan for the subject property from Industrial to Low-Density Residential to allow for a single-family residential subdivision **(ATTACHMENT II).**

- The adopted Comprehensive Plan is the primary tool the city has to directly influence how the city grows. It guides city staff, elected officials, the public and private developers on citywide desires for how Harlingen should grow. It is intended to provide guidance for making decisions on zoning regulations and zoning district boundaries.

- The irregularly shaped property is currently vacant. It has 268.5 feet of frontage on Grimes Avenue and a depth of 2,590.76 feet at its longest point. Grimes Avenue

is classified as a major collector street, and is currently a two lane 37-foot wide paved street without curb and gutter. There is a project in a partnership with Cameron County to widen and improve the roadway from Loop 499 to FM 509.**(ATTACHMENT III).**

- The property is not located within the Airport Overlay Zoning District **(ATTACHMENT V)**.

- The surrounding properties are zoned Light Industry ("LI") District to the north and south, and Residential, Multi-Family ("M-2") and Light Industry ("LI") to the west. East of the property there is an irrigation canal and further east is outside the city limits. **(ATTACHMENT IV**). The surrounding land uses consist of vacant land in agriculture use to the north and south, single family residential houses to the north east, and vacant land in agriculture use and a multi-family residential subdivision to the west. **(ATTACHMENT V)**.

- A meeting was held on May 22, 2024 with the developer of the proposed development along with representatives from City Administration, Planning Department, Harlingen Economic Development Corporation, and Valley International Airport. The Director of Aviation and the Economic Development Director have submitted a letter reporting no objection to the requested amendment. **(ATTACHMENT VI AND VII)**.

- The One Vision One Harlingen Comprehensive Plan was adopted on April 1, 2016. The City Commission recently approved the selection of Freese and Nichols under the RFQ process for Professional Planning Services for a new comprehensive plan and zoning ordinance update. Staff feels the subject property may be in transition with the Residential, Multi-Family ("M-2") zoning and Multi-family Development to the west, along with the developed single family residential lots adjacent to the east of the subject property.

- To the present, the Planning and Development Department has received one phone call from a surrounding property owner who expressed a concern regarding the proposed request.

- If the Future Land Use Plan is amended for the subject property from Industrial to Low-Density Residential as proposed, the applicant intends to request a change in zoning for the said property from Light Industrial ("LI) District to Residential, Single Family ("R-1") District to the allow for the said single family residential subdivision. If approved, the Future Land Use Plan Amendment would support the requested Residential, Single Family ("R-1") Zoning District.

- The developer provided information on tax benefits and a possible subdivision layout **(ATTACHMENT VIII -XII).**

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

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

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

Staff Recommendation:
Staff recommends approval of the request.

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

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

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION rev

PROPERTY INFORMATON: (*Please* **PRINT** *or* **TYPE**)

Project Address: GRIMES RD. ** see below Nearest Intersection: S.E. INTERSECTION OF GRIMES & BOB YOUKER, HARLIGNEN

(Proposed) Subdivision Name: TUSCANY HILLS SUBDIVISION Lot: ____ Block: ____

Existing Zoning Designation: LIGHT INDUSTRIAL Future Land Use Plan Designation: SINGLE FAMILY RESIDENTIAL

OWNER/APPLICANT INFORMATION: (*Please* **PRINT** or **TYPE**)

Applicant/Authorized Agent: FRANCISCO ARRIAGA Phone: 956-410-4399 FAX: ____

Email Address (for project correspondence only): frank.arriaga@solidstructures.org

Mailing Address: 4200 JAIME J. ZAPATA STE 117 City: BROWNSVILLE State: TX Zip: 78521

Property Owner: SOLID DEVELOPMENT INC. Phone: 956-410-4399 FAX: ____

Email Address (for project correspondence only): frank.arriaga@solidstructures.org

Mailing Address: ____ City: ____ State: ____ Zip: ____

PLEASE COPY MY ENGINEER MARIO SALINAS : msalinas6973@att.net IN ALL CORRESPONDACE

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

☐ Annexation Request.................. No Fee	☐ Preliminary Plat.................. $100.00
☐ Administrative Appeal (ZBA).......... $125.00	☐ Final Plat.................. $50.00
☒ Comp. Plan Amendment Request... $250.00	☐ Minor Plat.................. $100.00
☒ Re-zoning Request.................. $250.00	☐ Re-plat.................. $250.00
☐ SUP Request/Renewal.................. $250.00	☐ Vacating Plat.................. $50.00
☐ Zoning Variance Request (ZBA)...... $250.00	☐ Development Plat.................. $100.00
☐ PDD Request.................. $250.00	☐ Subdivision Variance Request...... $25.00 (each)

Please provide a basic description of the proposed project: DEVELOP LAND INTO SINGLE FAMILY RESIDENTIAL SUBDIVSION. ** PROP. ID No. 207046 18.69 AC,

ID No. 207673 40AC.,

ID No. 207071 15AC. ,

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: Fran Arriaga Date: 6/11/2024

Property Owner(s) Signature: Fran Arriaga Date: 6/11/2024

Accepted by: ____ Date: ____

73.69 ACRES

METES AND BOUNDS DESCRIPTION

BEING A 73.69 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF BLOCKS 28, 36 AND 37, PALMETAL SUBDIVISION, HARLINGEN, CAMERON COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 04, PAGE 02, MAP RECORDS OF CAMERON COUNTY, TEXAS; SAID 73.69 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 28 AND THE NORTHEAST CORNER OF SAID BLOCK 37 LOCATED ON INTERSECTION WITH THE WEST RIGH-OF-WAY LINE OF BOB YOUKER STREET (50.0 FOOT ROW) FOR AN OUTSIDE CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 00 DEGREES 12 MINUTES EAST, COINCIDENT WITH THE EAST LINE OF SAID BLOCK 37 AND THE WEST RIGHT-OF-WAY LINE OF SAID BOB YOUKER STREET, A DISTANCE OF 1,300.0 FEET PASSING THE NORTH RIGHT-OF-WAY LINE OF THAT CERTAIN 40.0 FOOT ROADWAY EASEMENT, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 37 LOCATED IN THE CENTER OF SAID 40.0 FOOT ROADWAY EASEMENT FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 89 DEGREES 48 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 37 LOCATED IN THE CENTER OF SAID 40.0 FOOT RIGHT-OF-WAY EASEMENT, A DISTANCE OF 1,320.0 FEET PASSING THE SOUTHWEST CORNER OF SAID BLOCK 37 AND THE SOUTHEAST CORNER OF SAID BLOCK 36, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 36 AND THE CENTER OF SAID 40.0 FOOT ROAD RIGHT-OF-WAY EASEMENT, AT A DISTANCE OF 1,815.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 00 DEGREES 12 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 36, A DISTANCE OF 20.0 FEET PASS THE NORTH LINE OF SAID 40.0 FOOT ROAD RIGHT-OF-WAY EASEMENT, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NROTH LINE OF SAID BLOCK 36 FOR AN OUTSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

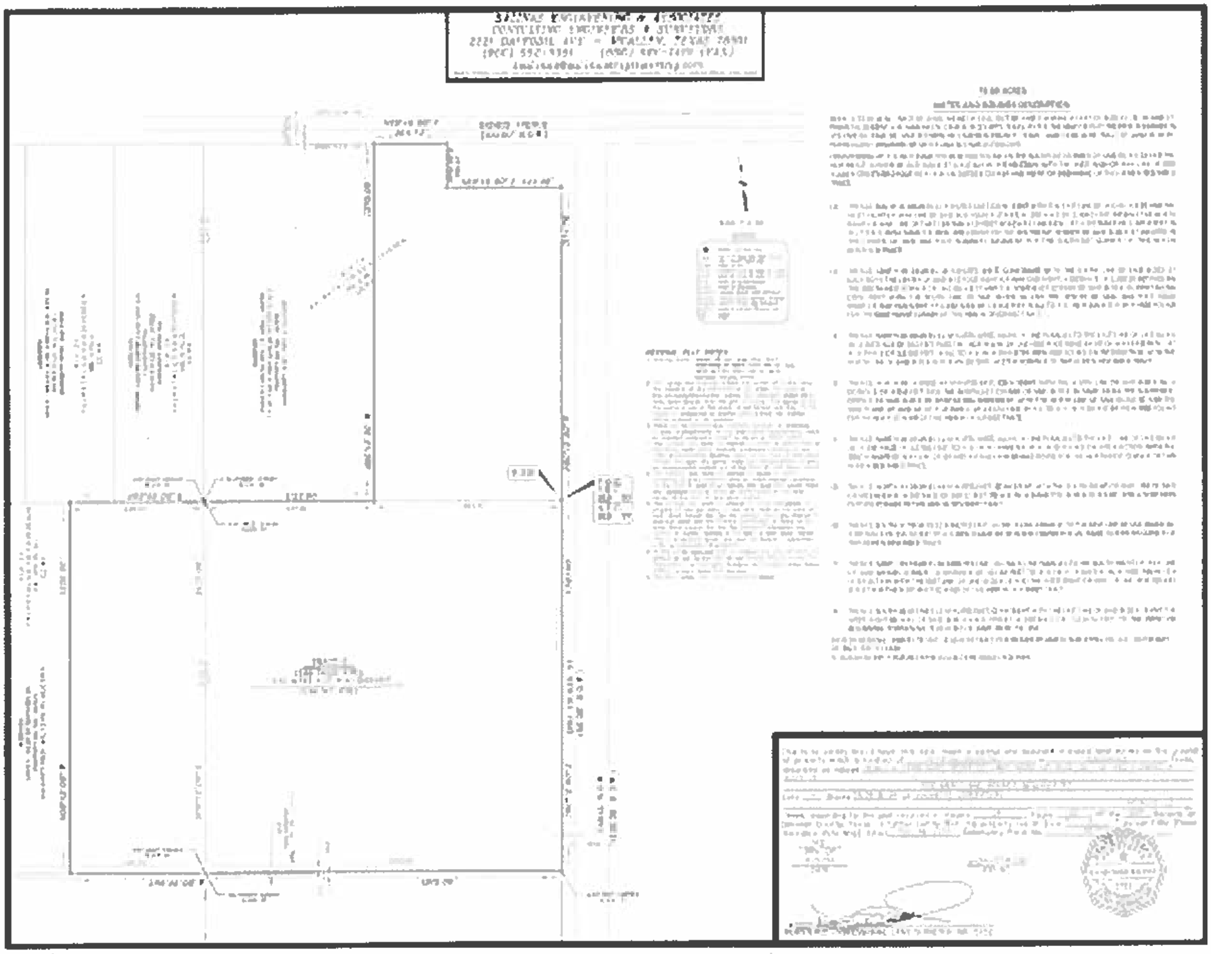
(3) THENCE, NORTH 89 DEGREES 48 MINUTES EAST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 36, A DISTANCE OF 495.0 FEET PASS THE NORTHEAST CORNER OF SAID BLOCK 36 SAME BEING THE SOUTHWEST CORNER OF SAID BLOCK 28, CONTINUING CONCIDENT WITH THE NORTH LINE OF SAID BLOCK 37 AND THE SOUTH LINE OF SAID 28, AT A DISTANCE OF 1,122.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 12 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 28, A DISTANCE OF 1,270.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF GRIMES AVENUE (AKA GRIMES ROAD) FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

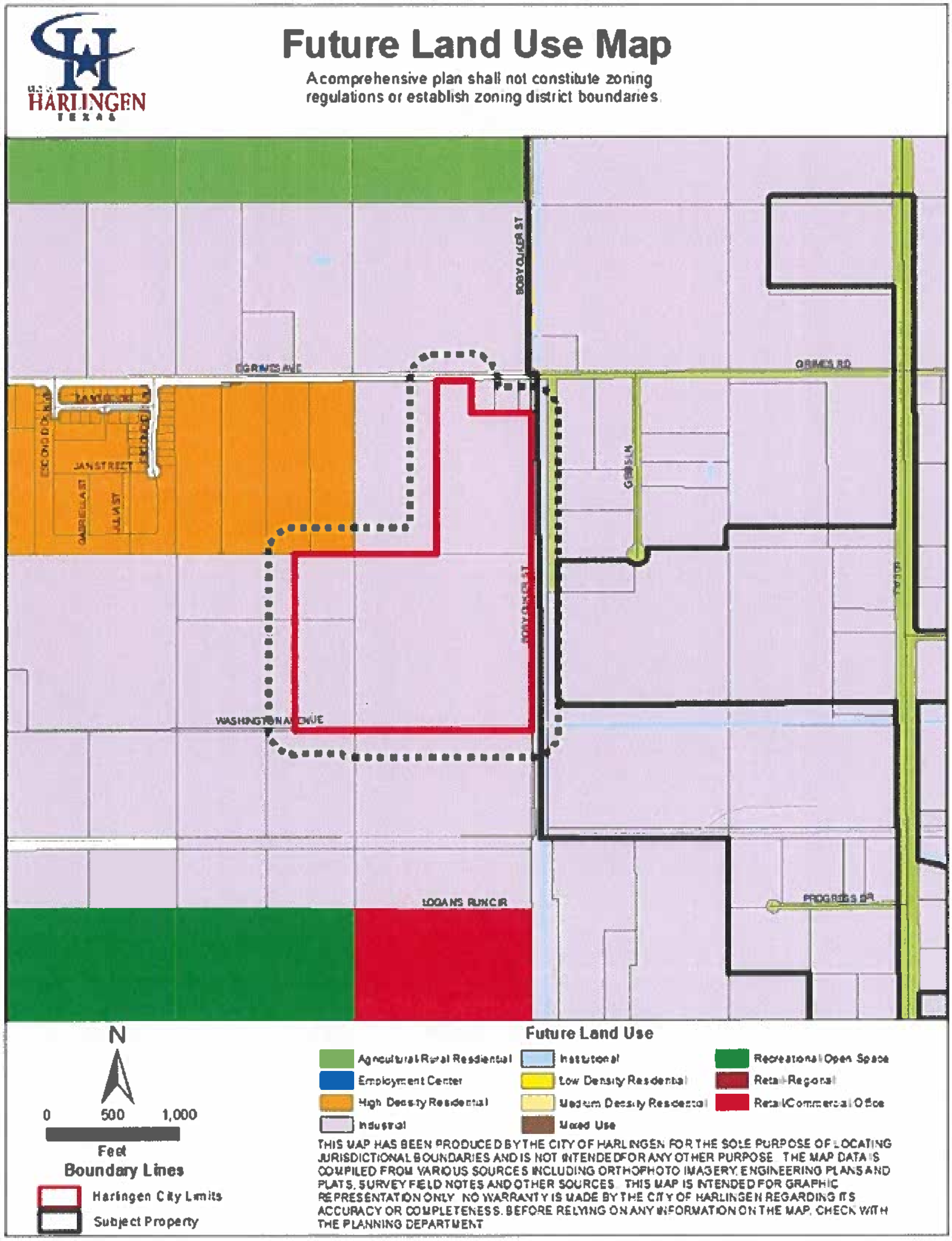
(5) THENCE, NORTH 89 DEGREES 48 MINUTES EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID GRIMES AVENUE, A DISTANCE OF 268.52 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, SOUTH 00 DEGREES 12 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 28, A DISTANCE OF 155.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

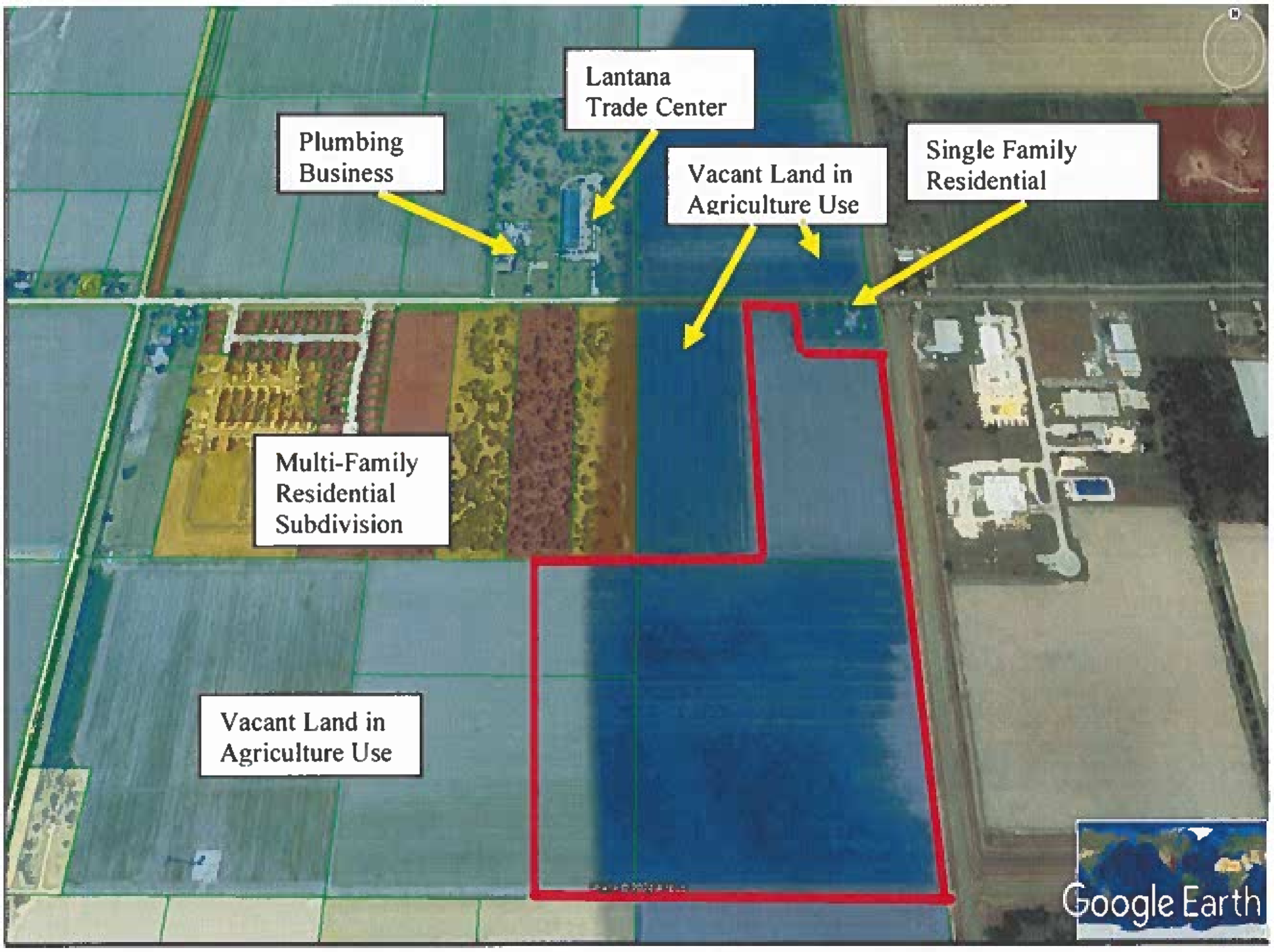
Attachment III



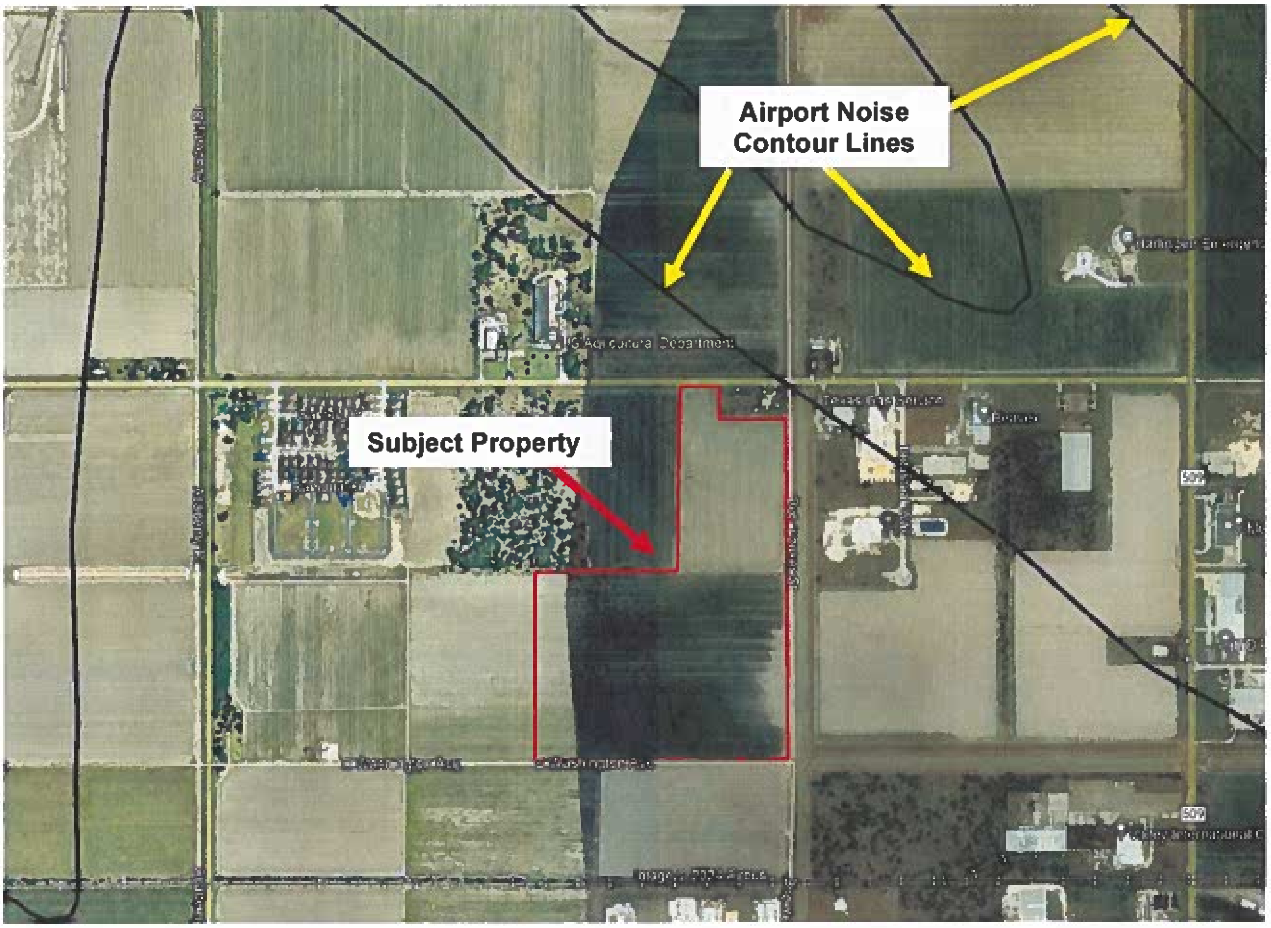
Attachment IV



Attachment V



Attachment V



Attachment VI

HARLINGEN
Economic Development Corporation

June 17, 2024

Mr. Xavier Cervantes
Director, Planning & Zoning
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

RE: Comprehensive Plan Amendment Request for Tuscany Hills Subdivision

Dear Mr. Cervantes,

The Development Corporation of Harlingen, Inc. (also known as the Harlingen Economic Development Corporation or HEDC) has no objections to the application from Mr. Francisco Arriaga to modify the city's Comprehensive Plan for the 73-acre development of the planned Tuscany Hills residential subdivision along Grimes Road.

We had an opportunity to meet with Mr. Arriaga to discuss the property and bring awareness of its proximity to the airport and industrial developments nearby. We wanted to ensure that he understood potential challenges for such a development and potential impacts on its future success. Given the existence of residential developments near the site and the need for affordable housing for the local labor force, we do not see a need to object to this development.

Please let me know if you need any additional information or if you have any questions. Thank you in advance for your consideration.

Sincerely,

Orlando Campos
CEO

2424 BOXWOOD STREET, SUITE 125, HARLINGEN, TX 78550 • 956.216.5081 • WWW.HARLINGENEDC.COM

Attachment VII

VALLEY INTERNATIONAL AIRPORT
HARLINGEN, TEXAS

June 21, 2024

Director, Planning & Zoning
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

RE: Comprehensive Plan Amendment Request for Tuscany Hills Subdivision

Dear Mr. Cervantes,

Valley International Airport has no objections to the application from Mr. Francisco Arriaga to modify the city's Comprehensive Plan for the 73-acre development of the planned Tuscany Hills residential subdivision along Grimes Road.

From the perspective of Valley International Airport, while the location does not lie within the Airports Overlay zoning, it is important to note that the area could experience occasional overflight noise from aircraft. This noise could be an annoyance for some residents.

We had an opportunity to meet with Mr. Arriaga and explain to him the proximity to the airport and the possible overflight noise. We wanted to ensure that he understood potential challenges for such a development and potential impacts on its future success.

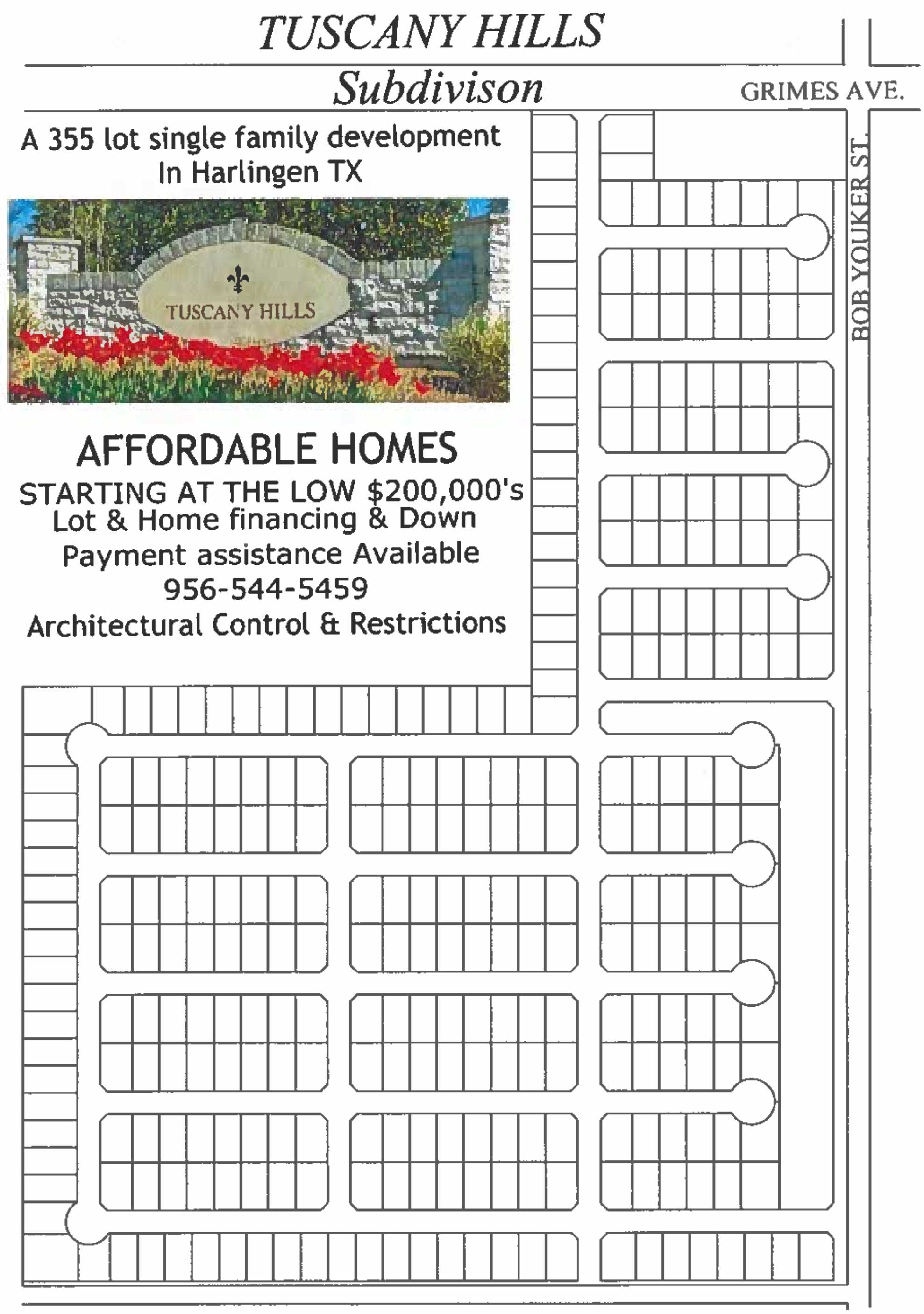
Please let me know if you need any additional information or if you have any questions.

Sincerely,

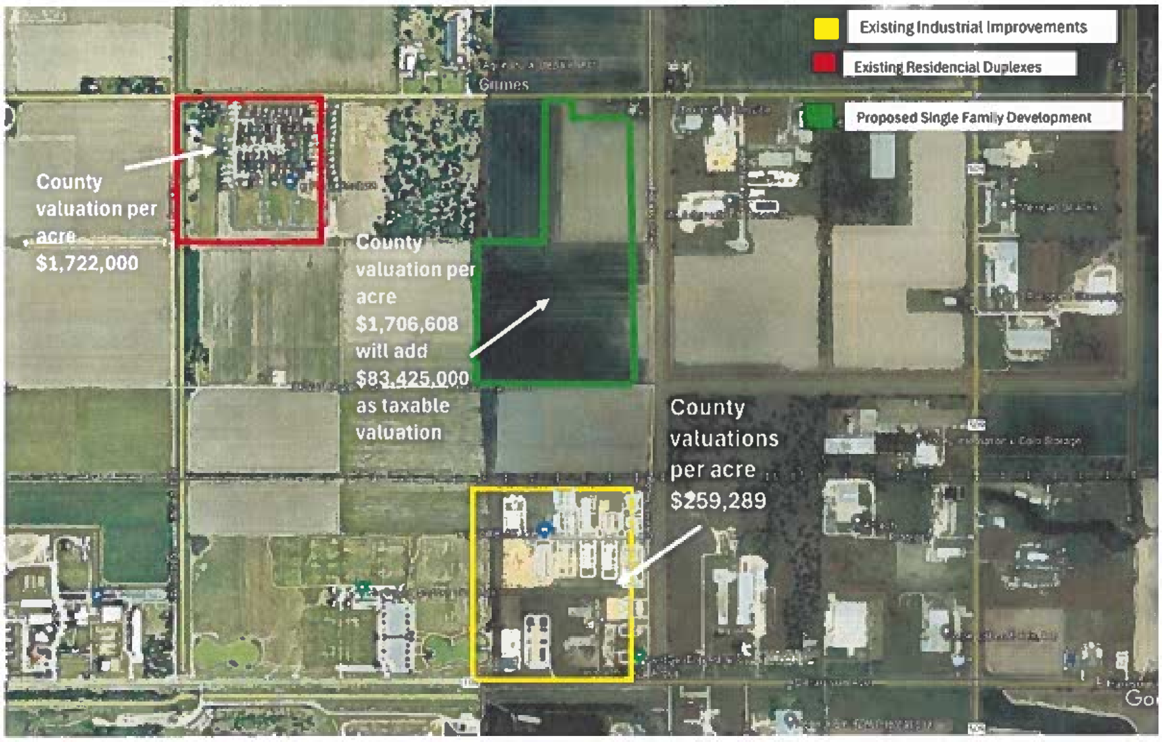
Marv Esterly
Director of Aviation

HRL Terminal Building 3002 Heritage Way, 3rd Floor Harlingen, TX 78550 T. 956 430 8600 F. 956 430 8619 www.flythevalley.com

Attachment VIII – Proposed Tuscany Hill Subdivision Layout



Attachment IX – Taxable Valuations



Attachment X – Existing Duplex Valuation

RESIDENTIAL - DUPLEX NEAR BY					
PROP. No.	OWNER	PROP.ID	TOTAL APRE. VALUE	ACRES	TAXABLE VALUE PER ACRE
1	MANZANA PROPERTIES LL	379636	$ 326,376.00	0.1874	
2	MANZANA PROPERTIES LL	379637	$ 324,483.00	0.1951	
3	DANY LLC (631203)	379638	$ 320,143.00	0.1791	
4	DANY LLC (631203)	379639	$ 327,943.00	0.1791	
5	CARMONA RAMIRO (7120	379640	$ 271,938.00	0.1791	
6	DANY LLC (631203)	379641	$ 321,804.00	0.1791	
			$ 1,892,687.00	1.0989	$ 1,722,346.89
			VALUATION PER ACRE		$ 1,722,346.00
			TAXES COLLECTED PER ACRE @ 2.15%		$ 37,030.44

Attachment XI – Industrial App Values

LIGHT INDUSTRIAL CAMERON COUNTY APPRAISED VALUES
PROPERTIES AT BOB YOUKER AND HARRISON

PROP. No.	OWNER	PROP.ID		TOTAL APRE. VALUE	ACRES	TAXABLE VALUE PER ACRE
1	TRES SIERRAS LTD	435802	2022	$ 980,294.00	0.00	
	VACANT LAND	435803				
	VACANT LAND	435804				
	VACANT LAND	435805				
2	VALLEY FIRST DEVELOF	435806		$ 490,726.00	0.00	
3	VALLEY FIRST DEVELOF	435807		$ 727,554.00	0.00	
	VACANT LAND	435801				
	VACANT LAND	435800				
4	DALLAS MAC LLC (752939)	435799		$ 629,002.00	2.14	
5	ARK PROPERTIES LLC (75536	435798		$ 583,782.00	2.14	
6	VALLEY FIRST DEVELOPMENT	435797		$ 583,782.00	2.14	
7		428026		$ 308,975.00	1.95	
8		428452		$ 1,084,886.00	4.50	
9		428023		$ 801,684.00	6.83	
10		428025		$ 283,247.00	1.94	
11		428024		$ 362,870.00	1.94	
12		428451		$ 70,598.00	3.06	
				$ 6,907,400.00	26.64	
				VALUATION PER ACRE		**$ 259,289.71**
			TAXES COLLECTED PER ACRE @ 2.15%			**$ 5,574.73**

Attachment XII – Proposed Valuation

PROPOSED -- TUSCANY HILLS --- SUBDIVISION VALUATION

PROP. No.	OWNER	PROP.ID	TOTAL APRE. VALUE	ACRES	TAXABLE VALUE PER ACRE
1	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
2	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
3	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
4	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
5	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
6	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
7	NEW HOME TUSCANY HILLS		235,000.00	0.1377	
			$ 1,645,000.00	0.9639	$ 1,706,608.57
		VALUATION PER ACRE			$ 1,706,608.57
		TAXES COLLECTED PER ACRE @ 2.15%			$ 36,692.08
	TOTAL REVENUE OF TUSCANY HILLS 355 HOMES X $225,000			83,425,000.00	$ 1,793,637.50

ORDINANCE NO. 24-______

AN ORDINANCE AMENDING THE CITY OF HARLINGEN ONE VISION ONE HARLINGEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF THE FUTURE LAND USE PLAN FROM INDUSTRIAL TO LOW-DENSITY RESIDENTIAL FOR A 73.69 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF BLOCKS 28, 37 AND 37, PALMETAL SUBDIVISION, LOCATED ALONG THE SOUTH SIDE OF GRIMES AVENUE APPROXIMATELY 6,500 FEET EAST OF LOOP 499; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Industrial to Low Density Residential; 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 desire to amend the City's Future Land Use Plan and finds that it is in the best interests of the citizens of Harlingen to amend the Future Land Use Plan as set forth below;

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

SECTION I: The City of Harlingen One Vision One Harlingen Comprehensive Plan, is hereby amended by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69 acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37 Palmetal Subdivision, as described in Exhibit "A".

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, Texas.

FINALLY ENACTED this _______ day of _____________, 2024, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

EXHIBIT "A"

73.69 ACRES

METES AND BOUNDS DESCRIPTION

BEING A 73.69 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF BLOCKS 28, 36 AND 37, PALMETAL SUBDIVISION, HARLINGEN, CAMERON COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 04, PAGE 02, MAP RECORDS OF CAMERON COUNTY, TEXAS; SAID 73.69 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 28 AND THE NORTHEAST CORNER OF SAID BLOCK 37 LOCATED ON INTERSECTION WITH THE WEST RIGH-OF-WAY LINE OF BOB YOUKER STREET (50.0 FOOT ROW) FOR AN OUTSIDE CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 00 DEGREES 12 MINUTES EAST, COINCIDENT WITH THE EAST LINE OF SAID BLOCK 37 AND THE WEST RIGHT-OF-WAY LINE OF SAID BOB YOUKER STREET, A DISTANCE OF 1,300.0 FEET PASSING THE NORTH RIGHT-OF-WAY LINE OF THAT CERTAIN 40.0 FOOT ROADWAY EASEMENT, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 37 LOCATED IN THE CENTER OF SAID 40.0 FOOT ROADWAY EASEMENT FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 89 DEGREES 48 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 37 LOCATED IN THE CENTER OF SAID 40.0 FOOT RIGHT-OF-WAY EASEMENT, A DISTANCE OF 1,320.0 FEET PASSING THE SOUTHWEST CORNER OF SAID BLOCK 37 AND THE SOUTHEAST CORNER OF SAID BLOCK 36, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 36 AND THE CENTER OF SAID 40.0 FOOT ROAD RIGHT-OF-WAY EASEMENT, AT A DISTANCE OF 1,815.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 00 DEGREES 12 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 36, A DISTANCE OF 20.0 FEET PASS THE NORTH LINE OF SAID 40.0 FOOT ROAD RIGHT-OF-WAY EASEMENT, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NROTH LINE OF SAID BLOCK 36 FOR AN OUTSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 89 DEGREES 48 MINUTES EAST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 36, A DISTANCE OF 495.0 FEET PASS THE NORTHEAST CORNER OF SAID BLOCK 36 SAME BEING THE SOUTHWEST CORNER OF SAID BLOCK 28, CONTINUING CONCIDENT WITH THE NORTH LINE OF SAID BLOCK 37 AND THE SOUTH LINE OF SAID 28, AT A DISTANCE OF 1,122.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

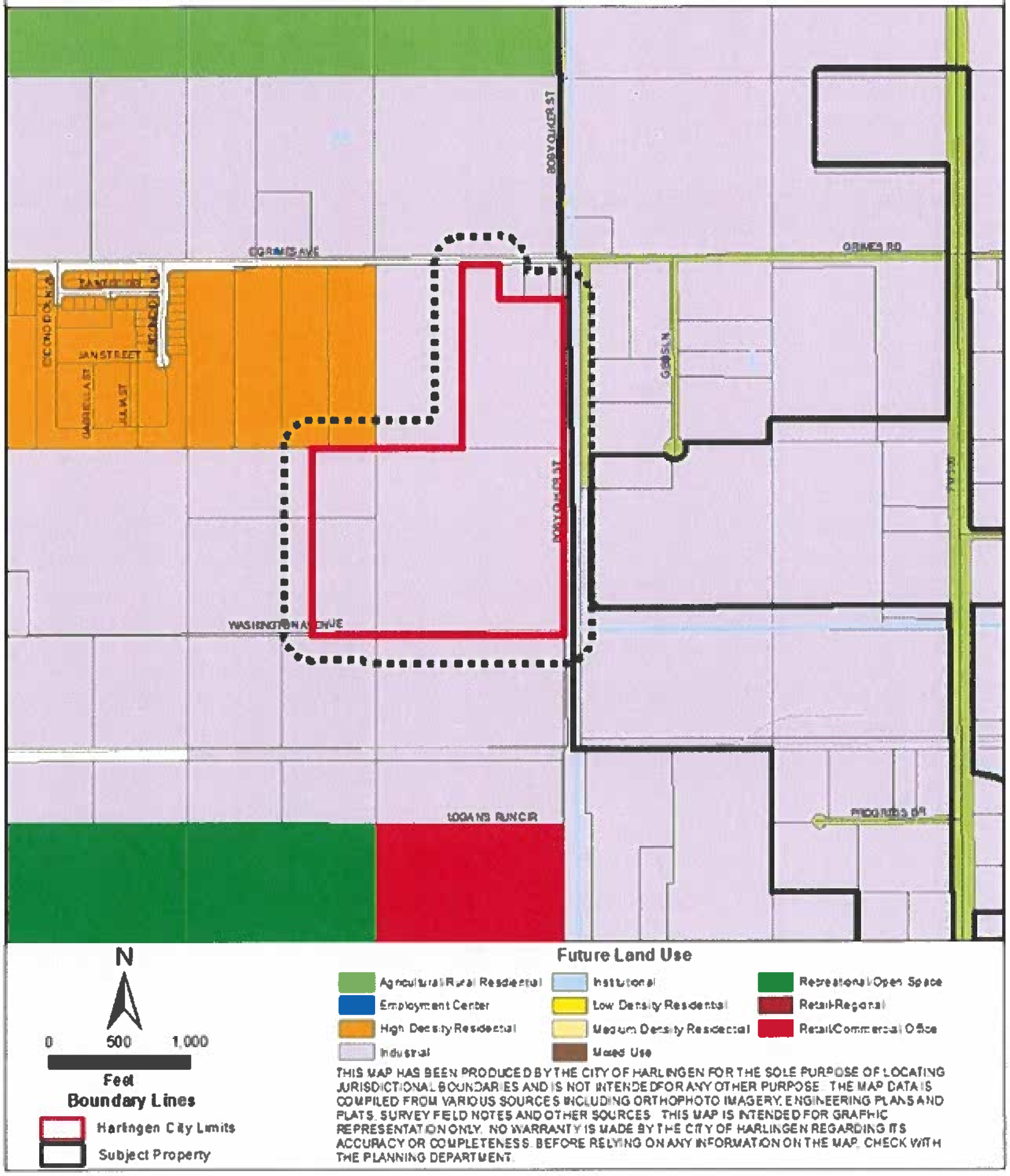
(4) THENCE, NORTH 00 DEGREES 12 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 28, A DISTANCE OF 1,270.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF GRIMES AVENUE (AKA GRIMES ROAD) FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 89 DEGREES 48 MINUTES EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID GRIMES AVENUE, A DISTANCE OF 268.52 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, SOUTH 00 DEGREES 12 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID BLOCK 28, A DISTANCE OF 155.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

Future Land Use Map

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading amending Chapter 36 of the Harlingen Code of Ordinances establishing prohibited activities in the City Parks. Attachment ***(Parks & Recreation)***

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

Staff is requesting to amend the Harlingen Code of Ordinances, more particularly Chapter 36, adding section (g) Prohibited Activities in the Parks and (h) enforcement. Staff are recommending establishing these rules to provide protection and safety for the public, city employees and public property.

Previously, a draft ordinance with similar language was presented at the City Commission meeting on May 1, 2024, for consideration, and we received several suggestions, but was eventually tabled. We have modified the previous ordinance to only include:

(g) Prohibited Activities in the Parks:

1.) To ride or drive any motorcycle, automobile, or other motorized vehicle upon any sidewalk, hiking or jogging trail, or within the city park. ***Further applicable restrictions are cited in Section 36-107.***

2.) It shall be unlawful for persons to play golf or practice golf within the city parks of the city. Any person driving a golf ball by striking it with a golf club within a city park, except in areas designated as a golf course shall be deemed to have violated this section and shall be subject to a fine, upon conviction.

3.) To swim, bathe, wade in, or pollute the water of any pond, lake or stream.

4.) To camp overnight unless otherwise approved by the City Commission for an event.

5.) To sell or offer for sale any food, drinks, confections, merchandise or services, except pursuant to a permit issued by, or pursuant to, a written agreement with the City.

6.) To practice, carry on, conduct, or solicit for any trade, occupation, business or profession without proper permit.

Practicing and playing certain games.

1. No organized group shall conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Commission or City Manager, or which conflicts with a scheduled activity authorized by the City. For example, it shall be unlawful to play or practice golf because of potential turf damage and safety concerns, hit baseballs or softballs in areas where other park users are endangered or engage in other activities that create risk to persons or property (disc golf, cricket, polo, lacrosse, archery and hockey are examples). Such games may be played, or activities undertaken in park areas set apart and/or designated for such purposes by the parks and recreation department.

(h) Enforcement

1. The City of Harlingen Police Department shall have the authority to eject people from the park or facility and may prohibit violators from future access to the parks or facility if person(s) found to be in violation of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

2. A person who violates any provisions of this ordinance shall be subject to potential citation and Municipal Court fines up to $200. The Harlingen Police Department shall be authorized to enforce this ordinance.

This draft ordinance was presented to the Parks and Recreation Advisory Board on March 26, 2024, and the board recommended approval.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):No
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

Staff recommends approval.

City Manager approval:

Comments:

City Attorney's approval:

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 36, PARKS AND RECREATION, ARTICLE V., PUBLIC CONDUCT IN AND USE OF PARKS & RECREATION FACILITIES, DIVISION 1 GENERALLY, AMENDING SECTION 36-106 – PARK RULES AND POLICIES, BY ADDING PROHIBITED ACTIVITES IN CITY PARKS AND FACILITIES AND PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF ($200.00) TWO HUNDRED DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE, PROVIDING FOR THE PUBLICATION OF THIS ORDINACNE AND ORDAINING OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, the City of Harlingen, Texas is a home-rule municipality established by its Charter and the laws of Texas; and

WHEREAS, a standard and enforceable set of rules and regulations is important to provide the protection and safety of the public and city employees.

WHEREAS, having reviewed and considered the recommended rules and regulations, the City Commission of the City of Harlingen, Texas, finds it in the public interest to enact the proposed ordinance.

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

SECTION 1. This Ordinance shall be in full force and effect from and after its final passage and any publication required by law.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS:

Chapter 36, Parks and Recreation, Article V, Public Conduct in and use of Parks and Recreation facilities, Division 1 Generally of the Code of Ordinances of the City of Harlingen, Texas by amending and adding Park Rules and Policies: (g) Prohibited Activities in the Parks, and (h) Enforcement.

The amendment shall read as follows:

(g) Prohibited Activities in the Parks:

1.) To ride or drive any motorcycle, automobile, or other motorized vehicle upon any sidewalk, hiking or jogging trail, or within the city park. ***Further applicable restrictions are cited in Section 36-107.***

2.) It shall be unlawful for persons to play golf or practice golf within the city parks of the city. Any person driving a golf ball by striking it with a golf club within a city park, except in areas designated as a golf course shall be deemed to have violated this section and shall be subject to a fine, upon conviction.

3.) To swim, bathe, wade in, or pollute the water of any pond, lake or stream.

4.) To camp overnight unless otherwise approved by the City Commission for an event.

5.) To sell or offer for sale any food, drinks, confections, merchandise or services, except pursuant to a permit issued by, or pursuant to a written agreement with the City.

6.) To practice, carry on, conduct, or solicit for any trade, occupation, business or profession without proper permit.

Practicing and playing certain games.

1.) No organized group shall conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Commission or City Manager, or which conflicts with a scheduled activity authorized by the City. For example, it shall be unlawful to play or practice golf because of potential turf damage and safety concerns, hit baseballs or softballs in areas where other park users are endangered or engage in other activities that create risk to persons or property (cricket, polo, lacrosse, archery and hockey are examples). Such games may be played or activities undertaken in park areas set apart and/or designated for such purposes by the parks and recreation department.

(h) Enforcement

1. The City of Harlingen Police Department shall have the authority to eject from the park or facility and may be prohibited violator from future access to the parks or facility if person(s) found to be in violation of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

2. A person who violates any provisions of this ordinance shall be subject to potential citation and Municipal Court fines up to $200. The Harlingen Police Department shall be authorized to enforce this ordinance.

This Ordinance shall be in full force and effect as of July 17, 2024.

____

Mayor Norma Sepulveda

Attested By:

____

Amanda Elizondo,
City Secretary

10 f

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:
Consideration and possible action to approve a resolution authorizing the City Manager to sign an Advanced Funding Agreement with the Texas Department of Transportation and represent the City of Harlingen in all matters related to the Arroyo Colorado Trail Extension Phase IV, referred to as Dixieland Reservoir Planning Project. Attachment (***Parks& Recreation)***
Prepared By: Javier Mendez, Parks & recreations Director
Brief Summary:
The City of Harlingen applied for and was awarded $276,0008 in Transportation Alternatives Set-Aside (TASA) funds for the Arroyo Colorado Trail Extension Phase IV (Dixieland Reservoir) planning project. The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) made TASA or Category 9 funds available on a competitive basis during its FY 2023-2024 program call. The City's local participation is $134,550, plus 100% of any overruns. This project involves the planning, design, and preliminary engineering of the Arroyo Colorado Hike and Bike Trail Extension Phase IV (Dixieland Reservoir), to connect the existing terminus of the trail to Dixieland Road Park. The scope of work will involve the city working with a consultant to determine the most feasible route connecting the existing trail to Dixieland Road Park. The cost breakdown for this project is $276,000 being funded by TxDot and $134,550 from the city as a match for a total cost of $410,550. Attached is a copy of the Resolution needing to be executed authorizing the commitment of the city's match and approving the authorization of the City Manager to sign the Advanced Funding Agreement. Staff recommends approval.
Funding (if applicable):
Are funds specifically designated in the current budget for the full amount (Yes/No):No *If no, specify source of funding and amount requested: Finance Director's approval (Yes/No/NA):Yes
Staff Recommendation:
Staff recommends approval.
City Manager approval: GG
Comments:
City Attorney's approval:

TxDOT:			
CCSJ #		AFA ID	Z00009567
AFA CSJs	0921-06-374		
District #	PHR-21	Code Chart 64#	18200
Project Name	Dixieland Reservoir		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Harlingen (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Dixieland Reservoir (Project), and

TxDOT:			
CCSJ #		AFA ID	Z00009567
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CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116522 (MO) dated August 16, 2023 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated July 17, 2024, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Scope of Work, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the close of ordinary business on August 31, 2027.

2. Scope of Work and Use of Project

A. The scope of work is the project (Project) as detailed in Attachment A, Scope of Work (Attachment A).

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Estimate and Source of Funds (Attachment B), which is attached to and made a part of this Agreement.

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA).

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development of the Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (2) work requested by the Local Government is determined to be ineligible for federal participation; or (3) the adjustment is mutually agreed to by the State and the Local Government.

I. Within 90 days following execution of this Agreement, the Local Government shall remit its local match as specified in Attachment B for State's estimated oversight and development cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. State will not pay interest on any funds provided by Local Government.

P. State will not execute the contract for development of Project until the required funding has been made available by Local Government in accordance with this Agreement.

Q. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

R. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the TASA program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A professional services contract has not been awarded or development has not been initiated within three years after the date that the Commission or MPO selected the project or by a date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to significant changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. **Professional Services**

A. Professional services for planning and preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

8. **Implementation responsibility**

Upon completion of Project, Local Government will be responsible for adopting and implementation of completed planning documents.

9. **Notices, Invoices, Payments, and Project Inquiries**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:			
CCSJ #		AFA ID	Z00009567
AFA CSJs	0921-06-374		
District #	PHR-21	Code Chart 64#	18200
Project Name	Dixieland Reservoir		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

Local Government:	State:
City of Harlingen ATTN: City Manager 118 East Tyler Avenue Harlingen, Texas 78550	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Transportation Landscape Architect
600 W. IH-2
Pharr, Texas 78577

All invoicing, payment, and project inquiries must include the following information:

County:	Cameron
Local Government:	City of Harlingen
CSJ No.:	0921-06-374
Project Name:	Dixieland Reservoir

10. Legal Construction
In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

11. Responsibilities of the Parties
Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

12. Ownership of Documents
Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

13. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

14. Sole Agreement
This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

15. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

16. Procurement and Property Management Standards
The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

17. Inspection of Books and Records
The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

18. Civil Rights Compliance
The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

19. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

20. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

21. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

22. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY ______.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Gabriel Gonzalez Typed or Printed Name
Director of Contract Services Typed or Printed Title	City Manager Typed or Printed Title
Date	Date

TxDOT:			
CCSJ #		AFA ID	Z00009567
AFA CSJs	0921-06-374		
District #	PHR-21	Code Chart 64#	18200
Project Name		Dixieland Reservoir	

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

ATTACHMENT A
SCOPE OF WORK

This project involves the planning, design and environmental coordination with state and federal agencies to extend the Arroyo Colorado Hike and Bike Trail and access Dixieland Road.

The City of Harlingen intends to hire a consultant to assist with the design, plans, specifications and permits to assist with the future construction of an ADA accessible route connecting the Trail to Dixieland Road. The project may include a Trail Head with possible parking. The goal is to connect the existing terminus of the Arroyo Colorado Trail and provide access to the existing sidewalks on Dixieland Road which connects to the Harlingen Business District.

The project area will include multijurisdictional boundaries including the International Boundary Water Commission (IBWC), State of Texas (TxDot), Harlingen Water Works, Harlingen Irrigation District Cameron County #1, and Cameron County District #5. The jurisdictions may vary and will be contingent on the design of the most feasible trail alignment suggested as the consultant carrys out their planning process. The majority of the existing Arroyo Colorado Hike and Bike Trail is within the boundary of the IBWC jurisdiction, which the city currently holds a license with the IBWC.

The proposed tasks with timelines are described below:

1. Preperation of RFP- staff will work on an RFQ or RFP to solicit the professional services for the work to be performed on the project. **Timeline 15 days.**
2. RFP process – after finalizing the RFQ or RFP, a copy will be delivered to TxDot for review and approval. Then notice will be placed in the local newspaper for at least 14 days, plus an informal invitation will be emailed to a preapproved list of professional FIRMs with instructions and deadlines to respond to the RFQ or RFP. **Timeline 29 days**
3. Selection, award and execution of agreement for professional services – After receiving the sealed proposals from FIRM's, the review committee (**17 days**) will review and score the proposals, then staff will prepare a tabulation with committees scores and ranking of FIRM's and will present recommendations to the Harlingen City Commission for approval (**14 days**) and request authorization to negotiate with the highest qualified ranked firm. If negotiations are reached, a contract will be prepared and submitted to the Harlingen City Commission following TxDot's review and approval (**30 days**). **Timeline 61 days.**
4. Planning, Design and Enviromental services. **Timeline 270 days**
5. Final signed and sealed plans and specifications delivered. **Timeline 45 days**

The proposed project will extend the trail and will link Dixieland Road, Parks, Business District, Schools and other key locations. The proposed trail will be an offroad non motorized 10 foot wide asphalt trail with no railroad crossings nor traffic intersections. During the application phase, staff obtained pertanant data as part of our preliminary analysis. Data collected within a fundamental radius included non motorized crash counts, transit dependent, rural, low income high need area, actual trail traffic counts, impacted population (elderly, disabled, zero car households, individuals living below the poverty level and historically disadvantaged tracts).

TxDOT:			
CCSJ #		AFA ID	Z00009567
AFA CSJs	0921-06-374		
District #	PHR-21	Code Chart 64#	18200
Project Name	Dixieland Reservoir		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

Sources used to collect data were RGVMPO, Cameron County Appraisal District, American Community Survey 2016-2020 prepared by FHWA Office of Planning, Transportation Disadvatanged Census Tracts and FHWA.

As a comprehensive stakeholder engagement plan, various methods and approaches can be employed to obtain community feedback, foster trust, and secure buy-in for recommendations. Here are some key types of stakeholder engagement that will be considered:

1. **Surveys and Questionnaires**: Utilizing surveys and questionnaires can provide a broad overview of community opinions, concerns, and preferences. These can be distributed online, in person, or through mail to reach a wide range of stakeholders.
2. **Public Meetings and Workshops**: Hosting public meetings and workshops allows for face-to-face interaction with community members. These gatherings provide opportunities for stakeholders to voice their opinions, ask questions, and engage in dialogue with project planners and decision-makers.
3. **Online Platforms and Social Media**: Leveraging online platforms and social media channels can reach a broader audience and encourage participation from those who may not be able to attend in-person events. Online surveys, discussion forums, and social media polls can be utilized to gather feedback and engage stakeholders virtually.
4. **Stakeholder Advisory Groups**: Establishing stakeholder advisory groups composed of representatives from various community sectors can provide ongoing input and feedback throughout the planning process. These groups can serve as liaisons between the project team and the broader community.
5. **Participatory Workshops and Design Sessions**: Hosting participatory workshops and design sessions allows stakeholders to actively contribute to the planning process. These hands-on activities can include mapping exercises, visioning sessions, and scenario planning to involve stakeholders in shaping recommendations.

This trail project asserts a low stress environment for cycling and walking based on the separation of motor vehicle traffic and will show a reduced conflict between bikes and pedestrian traffic. This project has been identified in many plans such as the City of Harlingen's Trails Master Plan, City of Harlingen Comprehensive Plan, HSBMPO Bicycle and Pedestrian Master Plan and Caracara Active Transportation Master Plan.

The proposed trail extension Arroyo Colorado Hike and Bike Trail, will offer connectivity to the nearest transit stop #2-Route 41 Harlingen Retail, connection to Mckelvey Park, the Thicket, Arroyo Park, C.B. Wood Park, Victor Park and Dixieland Park, Harlingen High School and its amenities, Ben Milam Elementary, and the Rio Grande State Center.

The planning project resulting from the award of Federal Transportation Alternative funding will be presented to the Harlingen City Commission for consideration and approval. Affirmation on action taken by the City Commission could be through a resolution or through certified meeting minutes by the City Secretary for record. Actions will proceed based on recommendation by TxDot.

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009567	CFDA No.	20.205
AFA CSJs	0921-06-374			CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	18200		
Project Name		Dixieland Reservoir		*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs Professional Services Work or Hires Consultant

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$335,000	80%	$268,000	0%	$0	20%	$67,000
Environmental Cost	$10,000	80%	$8,000	0%	$0	20%	$2,000
Work by LG Subtotal	**$345,000**		**$276,000**		**$0**		**$69,000**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #		AFA ID	200009567		CFDA No.	20.205
AFA CSJs	0921-06-374				CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	18200			
Project Name		Dixieland Reservoir			*AFA Not Used For Research & Development*	

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorizedreduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$39,330	0%	$0	0%	$0	100%	$39,330
Preliminary Engineering[1]	$13,110	0%	$0	0%	$0	100%	$13,110
Environmental Cost[1]	$13,110	0%	$0	0%	$0	100%	$13,110
Direct State Costs Subtotal	$65,550	0%	$0	0%	$0	100%	$65,550
Indirect State Cost	$15,870		$0	100%	$15,870		$0
TOTAL PARTICIPATION	**$426,420**		**$276,000**		**$15,870**		**$134,550**

- The estimated total participation by Local Government is $134,550, plus 100% of overruns.
- Total estimated payment by Local Government to State is $65,550.
- [1]Local Government's payment of $65,550 is due to State within 90 days from execution of this contract.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $276,000.

TxDOT:					Federal Highway Administration:	
CCSJ #		AFA ID	Z00009567		CFDA No.	20.205
AFA CSJs	0921-06-374				CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	18200			
Project Name		Dixieland Reservoir			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Discussion and possible action to approve an upgrade for the City Mobile App at a cost of $40,446.

Prepared By (Print Name): Sergio V. Mujica
Title: M.I.S. Director
Signature:

Brief Summary:

MIS is requesting approval to move forward with a city mobile App upgrade. Current city app was first released in Feb 2018 and is due for an upgrade.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? *If no, specify source of funding and amount requested:	[ ] Yes	[X] No*

Finance Director's approval:	[ ] Yes	[ ] No	[X] N/A

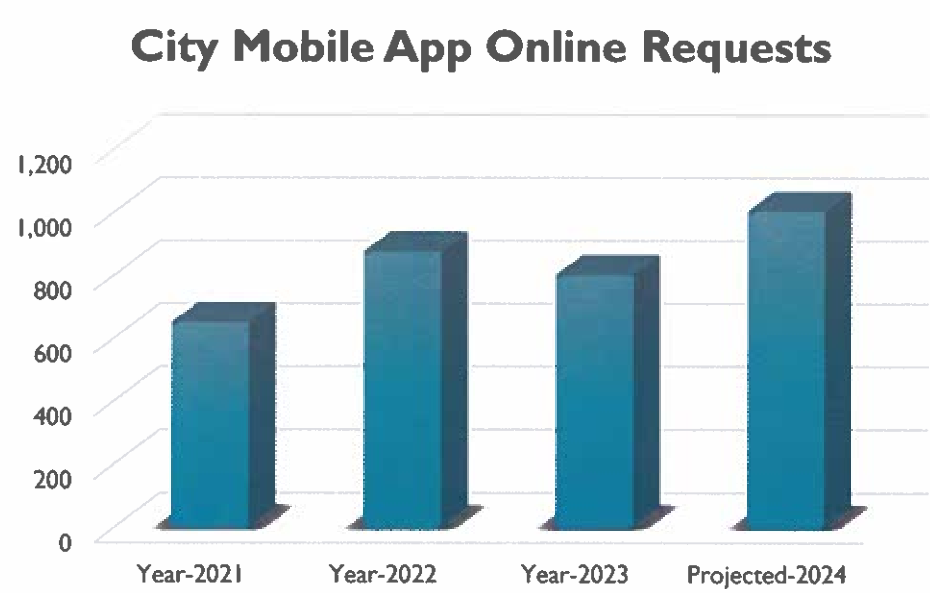
Staff Recommendation:

City Manager's approval:	[ ] Yes	[ ] No	[ ] N/A

Comments:

City Attorney's approval:	[✓] Yes	[ ] No	[ ] N/A

MIS Dept.



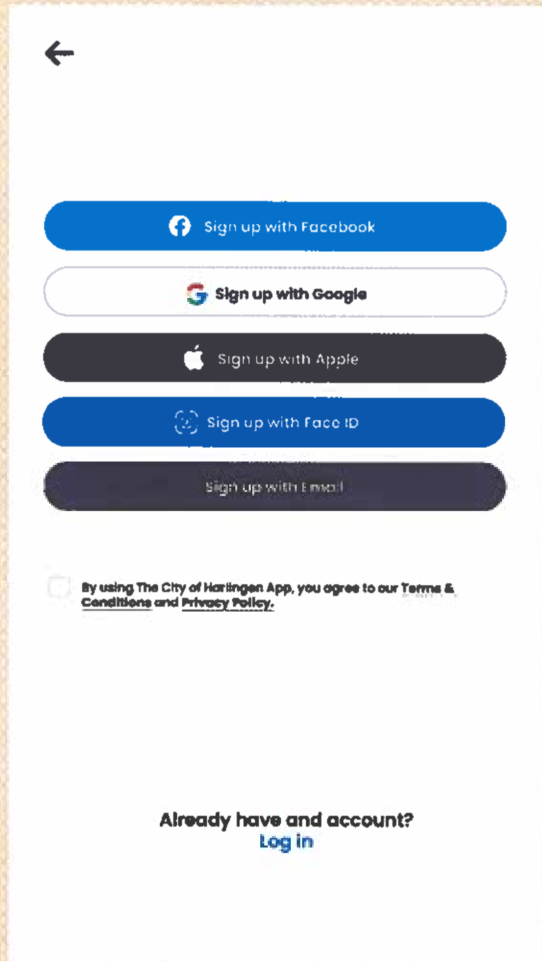
City Mobile App Online Requests
1,200
1,000
800
600
400
200
0
Year-2021
Year-2022
Year-2023
Projected-2024

HARLINGEN
TEXAS
Citizen Requests
City of Harlingen Texas
Harlingen on Facebook
Downtown Harlingen
Events Visit Harlingen
Parks and Recreation
Employment Opportunities
Municipal Court Online Payments
Harlingen Public Library
Harlingen on Twitter

Mobile App New Features

- Users can Sign-up and Sign-In
- Forgot Password and Reset Password
- Post citizens request after Sign-in
- List of previous request made by the user
- View details of request along with status
- Update GPS location upon every submission
- Splash screen with multiple photo flashes
- Social Login (Google, Facebook, Apple)
- User profile view with (score points)
- Score report with export functionality
- Handle push notifications
- History of notifications

MOBILE APP SAMPLE



Munission LLC

New Rochelle
NY
us 10801

Quote

Valid Until: Dec 31, 2022
Quote Number : 4594251000016546015

BILL TO:	SHIP TO:
City of Harlingen, TX Sergio Mujica **118 East Tyler Avenue** Harlingen TX 78550	City of Harlingen, TX Sergio Mujica

Account Name:**City of Harlingen, TX** Quote Stage:**Draft**
Contact Name:**Sergio Mujica**

S.No.	Product Details	Quantity	List Price	Total
1.	**Munission Services MUN-Service**	1	$ 40,446.00	$ 40,446.00

- Phase 1 (iOS and Android) - $19,614

Citizens can Signup
Citizens can Sign-in
Forgot Password
Reset Password
Post Citizen Request After Sign-in
List of Previous Request made by the user (My Request)
View Details of a Request along with Status
Update GPS Location upon every citizen request before submission
User List in Web

- Phase 2 (iOS and Android) - $14,268

Splash Screen with multiple Photo flashes
Social Login (Google, Facebook, Apple)
Score Reports with Export Functionality
My Profile with (Show Score)
User Profile View (Score Points, No. Of Requests & link to filter)

- Phase 3 (iOS and Android) - $6,564

Handle Push Notifications
History of Notifications

Estimated amount of Hours 963 hours.
Estimated total project time: 4 months

Sub Total	**$ 40,446.00**
Tax	$ 0.00
Adjustment	$ 0.00
Grand Total	**$ 40,446.00**

Terms and Conditions

10 h

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Consideration and possible action to approve Amendment No. 2 amending the Harlingen Downtown Improvement District Fund 2023-2024 Fiscal Year Budget.

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

Brief Summary:

This budget amendment increases expenditures by $9,790 resulting the purchase/replacement of a new UTV (maintenance vehicle) for Downtown office. Exhibit "A" displays total revenues, expenditures, and estimated fund balance after the amendment.

This item was approved by the Downtown Improvement District Board on Tuesday, June 4th, 2024.

Revenues: $ 379,050
Expenditures: $ 445,317

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? with budget Amendment. ☑ 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: GG ☑ Yes ☐ No ☐ N/A

Comments:

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

form revised 01/26/09

RESOLUTION NO: 2024-____

STATE OF TEXAS
COUNTY OF CAMERON

WHEREAS, the Harlingen Downtown Improvement District Fund has prepared and presented budget amendment No. 2 for fiscal year October 1, 2023, through September 30, 2024; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas has reviewed the budget amendment submitted by Downtown Improvement District Fund for its 2023-2024 fiscal year; and

WHEREAS, the amended budget for the Harlingen Downtown Improvement District Fund as submitted shows total projected revenues of Three Hundred Seventy-Nine Thousand, Fifty dollars ($379,050) and total authorized expenditures of Four Hundred Forty-Five Thousand, Three Hundred Seventeen dollars ($445,317) as shown on the attached Exhibit "A",

NOW, THEREFORE, BE IT RESOLVED by the Elective Commission of the City of Harlingen, that the amended budget of the Harlingen Downtown Improvement District Fund as recited hereinabove for the fiscal year commencing October 1, 2023 and ending September 30, 2024, showing total projected revenues of Three Hundred Seventy-Nine Thousand, Fifty dollars ($379,050) and total authorized expenditures of Four Hundred Forty-Five Thousand, Three Hundred Seventeen dollars ($445,317) is hereby adopted and approved.

CONSIDERED AND ADOPTED this 17th day of July 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551, as amended.

CITY OF HARLINGEN

____
Norma Sepulveda, Mayor

ATTEST:

____
Amanda Elizondo, City Secretary

107 Downtown Improvement District

Departmental Budget Projections and Requests

Department Request

Fiscal Year 2024

Estimated Beginning Fund Balance	$	104,623
Projected Revenues		379,050
Requested Expenditures		445,317
Revenues Over(Under) Expenditures		(66,267)
Estimated Ending Fund Balance	$	38,356

Revenues		
Special Assessments	$	40,000
Charges for Services		70,000
Interest - Investments		7,050
Transfers In From Other Funds		
General Fund		230,000
Hotel/Motel Fund		32,000
Total Projected Revenues		379,050
Total Revenues	$	379,050

Expenditures		
Personnel Services - Pay	$	163,337
Personnel Services - Benefits		84,105
Supplies - General		3,450
Supplies - Miscellaneous		9,500
Services and Charges - General		47,725
Services and Charges - Maintenance		1,950
Services and Charges - Miscellaneous		120,400
Total Requested Expenditures		430,467
Budget Amendment #1		5,060
Budget Amendment #2		9,790
Total Expenditures	$	445,317

Revenues Over(Under) Expenditures	$	(51,417)

Board Minutes

Public Improvement Assessment District

Regular Meeting

Tuesday, June 4th, 2024

MEMBERS PRESENT: Lars Keim, Bill DeBrooke, John Pearcy, Jessica Garcia, Raymond Reyes, Laisa Macias, Reyes Ruelas Jr.

ABSENT MEMBERS: Fidi Guillen, Jesus Pena, Jo Wagner, Joe Martinez, Wayne Lowry

OTHERS PRESENT: Norma Gonzalez, Redevelopment Specialist: Assistant City Manager, Josh Ramirez, Guest: Sue DeBrooke; Guest: Marty & Rosie Rooke; Guest: Gaylin Foster; Guest: Linda Cornejo; Guest: Roberto & Veronica Hernandez

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Chairman, Lars Keim called the meeting to order at 5:35 p.m., June 4, 2024, at 311 E. Tyler, The Greater Chamber Conference Room, Harlingen, Texas.

Agenda Item No. I WELCOME AND INTRODUCTIONS

Mr. Keim welcomed board members and staff.

Agenda Item No. II 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?

Raymond Reyes- Item #8.

Agenda Item No. III CITIZEN COMMUNICATION

No citizen communication.

Agenda Item No. IV MINUTES FOR APPROVAL: REGULAR MEETING ON MAY 7, 2024.

Mr. Keim asked members of the board if there was a motion to approve the minutes of the regular meeting on May 7, 2024. Mr. Pearcy made a motion to approve the minutes. Mr. DeBrooke seconded the motion. Mr. Keim called for a vote. The motion carried unanimously.

Agenda Item No. V FINANCIAL UPDATE: SPECIAL ASSESSMENTS & PUBLIC IMPROVEMENTS

Mr. Keim invited Mrs. Gonzalez to speak on this item. Mrs. Gonzalez reported in our Special Assessment Grant for the fiscal year of 2023-2024 that we have a remaining balance of $6,271.81. Regarding the Public Improvements, there is a remaining balance of $5.788.00.

Agenda Item No. VI DISCUSS AND APPROVAL OF EVENT GRANT GUIDELINES DIRECTING DOWNTOWN STAFF FOR DOWNTOWN MERCHANTS TO DEVELOP.

Mr. Pearcy made a motion. Mrs. Garcia seconded. The Downtown Office will develop event grant guidelines and bring them back to the board for approval. Mr. Keim called for a vote. The motion carried unanimously.

Agenda Item No. VII CONSIDER AND TAKE ACTION TO APPROVE A BUDGET AMENDMENT FOR THE FISCAL YEAR 23-24.

Mr. Pearcy made a motion. Mrs. Garcia seconded. Mrs. Gonzalez explained that currently our Maintenance Coordinator gator needs to be replaced and it has been replaced with a new UTV. Mr. Keim called for a vote. The motion carried unanimously.

Mr. Reyes excused himself from the room at this time and meeting continued with quorum.

Agenda Item No. VIII CONSIDER AND TAKE ACTION TO APPROVE THE STREET CLOSURES FOR THE EVENT CALLED, "SOUTHERN VALLEY FEST", SCHEDULED FOR SATURDAY, AUGUST 31, 2024, FROM 9AM TO MIDNIGHT.

Mr. DeBrooke made a motion. Mr. Ruelas seconded. Mrs. Gonzalez explained that Mr. Reyes is requesting street closures from Jackson to S. "F" Street and also on "C", "D" and "E" streets from W. Van Buren to W. Monroe. The street closures will be from 9am to midnight. Restrooms would be provided by participating businesses; security will be onsite during the event and beer/mixed drinks will be offered via LUNA. Discussion followed. Mrs. Keim amended the item to leave S. West street open and pending city approval for use of the City Stage and City Logo. Mr. Keim called for a vote. The motion carried unanimously.

Mr. Reyes returned, and the meeting continued with quorum.

Agenda Item No. IX CONSIDER AND TAKE ACTION TO APPROVE THE STREET CLOSURES FOR THE EVENT CALLED, "NATIONAL DOWNTOWN PRAYER WALK" SCHEDULED FOR SATURDAY, NOVEMBER 9, 2024, FROM 8AM TO 11AM.

Mrs. Garcia made a motion. Mr. Ruelas seconded. Mrs. Gonzalez explained we have had this event in the past, last year and also in May of 2019. The event would start on Jackson & S. 4th street and end on Jackson & S. 1st street. The closures will begin at 8am to 11am. Discussion followed. Mr. DeBrooke asked that the barricades be moved by 10am. Mr. Keim called for a vote. The motion carried unanimously.

Agenda Item No. X CONSIDER AND TAKE ACTION TO APPROVE THE STREET CLOSURES FOR THE EVENT CALLED "FALL MARKET", SCHEDULED FOR SATURDAY, NOVEMBER 9TH, FROM 4PM TO 11PM.

Mr. DeBrooke made a motion. Mr. Ruelas seconded. Mr. DeBrooke explained on the attached letter that Madison needs to be changed to Monroe and the streets would be closed to facilitate vendors, food trucks, photo booths and an eatery. Jackson St. would remain open. Mr. Keim called for a vote. The motion carried unanimously.

Agenda Item No. XI CONSIDER AND TAKE ACTION TO APPROVE THE STOREFRONT IMPROVEMENTS FOR THE PROPERTY LOCATED AT 206-208 W. JACKSON (SOUTH TX MEDICAL AESTHETICS) IN ACCORDANCE TO ARTICLE XVIII-DOWNTOWN DISTRICT OVERLAY.

Mr. DeBrooke made a motion. Mr. Ruelas seconded. Mr. Keim explained the building has tile that is not original to the building and Mr. Robert Hernandez is asking to remove the tile to expose the brick. Discussion followed. Mr. Keim called for a vote. The motion carried unanimously.

Agenda Item No. XII MARKETING REPORT – DOWNTOWN EVENTS/SOCIAL MEDIA INSIGHTS.

Mrs. Gonzalez asked if they had any questions about the marketing report. No questions were given.

Agenda Item No. XIII ADJOURN

With no further items to discuss, Mr. Keim called a motion to adjourn. Mr. Pearcy made. Mr. Ruelas seconded. Mr. Keim adjourned the meeting.

The meeting was adjourned at approximately 5:57 p.m.

Respectfully submitted,

Norma Gonzalez

Norma Gonzalez

10(i)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 17, 2024**

Agenda Item:

Consideration of possible action to approve an Ordinance authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024 (CWSRF); authorizing the execution of a paying agent/registrar agreement and an escrow agreement relating to such bonds; and pledging the revenues of the city's waterworks and sewer system to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto

Prepared By (Print Name): Ronald De La Garza, M.B.A.
Title: Interim Assistant General Manager

Signature:

Brief Summary:

In 2022, Harlingen Waterworks System completed a comprehensive master plan for water and wastewater capital improvement projects and submitted a preliminary application requesting funds for such projects through the Texas Water Development Board's (TWDB) Clean Water SRF program. September 2023, TWDB approved funding HWWS Planning, Acquisition and Design of wastewater projects in the amount of $10 million through the Clean Water State Revolving Fund program. On July 17th, 2024, HWWS Board of Trustees adopted a resolution for issuance of the Bonds and pursuant to TWDB procedures, it is necessary for the City Commission to approve the financing agreement and issuance of the Waterworks and Sewer System Revenue Bonds, Series 2024 (CWSRF).

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? [X] Yes [ ] No*
*If no, specify source of funding and amount requested:

Finance Director's approval: [X] Yes [ ] No [ ] N/A

Staff Recommendation:

Staff recommends approving the resolution authorizing the issuance of the bonds.

City Manager's approval: [X] Yes [ ] No [ ] N/A

Comments:

City Attorney's approval: [✓] Yes [ ] No [ ] N/A

BRACEWELL

[Closing Date]

$______________
CITY OF HARLINGEN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2024A (CWSRF)

We have acted as bond counsel for the City of Harlingen, Texas (the "Issuer"), in connection with an issue of bonds described as follows:

> CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2024A, dated ______________, 2024 (the "Bonds").
>
> The Bonds mature, bear interest, are subject to redemption prior to maturity and may be transferred and exchanged as set out in the Bonds and in the ordinance adopted by the City Commission of the Issuer authorizing their issuance (the "Ordinance").

We have acted as bond counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the excludability of interest on the Bonds from gross income for federal income tax purposes. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of certified proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the Issuer or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as bond counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds which contains certified copies of certain proceedings of the Issuer, customary certificates of officers, agents and representatives of the Issuer and other public officials and other certified showings relating to the authorization and issuance of the Bonds. We also have analyzed such laws, regulations, guidance, documents and other materials as we have deemed necessary to render the opinions herein. Moreover, we have examined executed Bonds No. T-1 of this issue.

In providing the opinions set forth herein, we have relied on representations and certifications of the Issuer and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the Issuer and such parties, which we have not independently verified. In addition, we have assumed for purposes of this opinion continuing compliance with the covenants in the Ordinance, including, but not limited to, covenants relating to the tax-exempt status of the Bonds.

Based on such examination and in reliance on such representations, certifications and assumptions, it is our opinion that:

A. The transcript of certified proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the Constitution and laws of the State of Texas presently effective, and that therefore the Bonds constitute valid and legally binding obligations of the Issuer;

B. The Bonds are payable from and secured by a first lien on and pledge of the Net Revenues of the Issuer's waterworks and sewer system, as defined and described in the Ordinance, together with the current Outstanding Bonds; and

C. Interest on the Bonds is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended. The Bonds are not "private activity bonds" and, as such, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax on individuals, but we observe that such interest is taken into account in computing the alternative minimum tax on certain corporations.

The rights of the owners of the Bonds are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

We express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or the acquisition, ownership or disposition of, the Bonds. This opinion is specifically limited to the laws of the State of Texas and, to the extent applicable, the laws of the United States of America. Further, in the event that the representations of the Issuer and other parties upon which we have relied are determined to be inaccurate or incomplete or the Issuer fails to comply with the covenants of the Ordinance, interest on the Bonds could become includable in gross income for federal income tax purposes from the date of the original delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Our opinions are based on existing law and our knowledge of facts as of the date hereof and may be affected by certain actions that may be taken or omitted on a later date. We assume no duty to update or supplement our opinions, and this opinion letter may not be relied upon in connection with any changes to the law or facts, or actions taken or omitted, after the date hereof.

IM-#10244267.2

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between the CITY OF HARLINGEN, TEXAS, a political subdivision of the State of Texas in Cameron County, Texas, (the "City"), acting by and through BOKF, NA as Escrow Agent (the "Escrow Agent"), together with any successor in such capacity;

WITNESSETH:

WHEREAS, pursuant to an ordinance adopted on July 17, 2024 (the "Ordinance"), the City authorized the issuance of $_______________ City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF) (the "Bonds") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of (i) acquiring, purchasing, constructing, improving, enlarging or equipping the City's Waterworks and Sewer System, and (ii) to pay the costs of professional services related thereto (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Bonds is the deposit of the proceeds of the Bonds (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on EXHIBIT A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Bonds, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Bonds described above, the Proceeds identified under TWDB Commitment Number L1001698 to be deposited to the credit of a special escrow account (the "Escrow Account") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF) Texas Water Development Board L1001698 Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Bonds were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the

Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "PFIA"). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Bonds or any recitation contained in the Bonds.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Tony Hongnoi
Ph: (972) 892-9968
Fax: (214) 256-7517
E-Mail: THongnoi@bankoftexas.com

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, without the consent of the TWDB, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in **EXHIBIT A**, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in this Section 8.10, the Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 19 shall survive termination of this Agreement until the statute of limitations has run.

(a) Compliance with Texas Government Code. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in this Section 8.10, the Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 8.10 shall survive termination of this Agreement until the statute of limitations has run.

(b) Not a Sanctioned Company. The Escrow Agent hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(d) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(e) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(f) Standing Letter. The Escrow Agent represents and verifies that the Escrow Agent (i) has on file with the Texas Attorney General a standing letter (the "Standing Letter") acceptable to the Texas Attorney General addressing the representations and verifications in paragraphs (a) through (d) of this Section 8.10 and (ii) will, upon request of the Issuer or Bond Counsel on behalf of the Issuer, provide the Issuer and Bond Counsel with a copy of its Standing Letter. The Escrow Agent further represents and verifies that its Standing Letter remains in effect as of the date of this Agreement and that the Texas Attorney General has not notified the Escrow Agent that a determination has been made that the Escrow Agent boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the Issuer or Bond Counsel on the Issuer's behalf, the Escrow Agent shall provide additional written certifications to the Issuer and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this Agreement through the date of the initial issuance of the Securities (the "Bringdown Verification"). The Issuer reserves the right, and the Escrow Agent hereby expressly authorizes the Board, to provide such Bringdown Verifications to the Texas Attorney General.

SECTION 20: FORM 1295 EXEMPTION. The Escrow Agent represents that it is a wholly owned subsidiary of BOK, Financial Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

[Signature Page Follows]

CITY OF HARLINGEN, TEXAS

By: ______________________________
Mayor

Date: July 17, 2024

Address: 118 East Tyler Avenue
Harlingen, Texas 78880

(City Seal)

BOKF, NA
as Escrow Agent

By: ______________________________

Title: ____________________________

Date: ____________________________

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

PAYING AGENT/REGISTRAR AGREEMENT
between

CITY OF HARLINGEN, TEXAS

and

BOKF, NA

Pertaining to

City of Harlingen, Texas
Waterworks and Sewer System Revenue Bonds,
Series 2024A (CWSRF)

Dated as of July 17, 2024

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ARTICLE VI

MISCELLANEOUS PROVISIONS

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this "Agreement"), dated as of July 17, 2024, is by and between CITY OF HARLINGEN, TEXAS (the "Issuer") and BOKF, NA (the "Bank"), a national banking association duly organized and existing under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF) (the "Obligations"), dated _______________, 2024, to be issued as registered securities without coupons; and

WHEREAS, all things necessary to make the Obligations the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof; and

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, redemption premium, if any, and interest on the Obligations, in accordance with the terms thereof, and that the Bank act as Registrar for the Obligations; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Obligations in paying to the Owners of the Obligations the principal, redemption premium, if any, and interest on all or any of the Obligations.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Obligations.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

Section 1.02 Compensation. (a) As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto for the first year of this Agreement, or such part thereof, as this Agreement shall be in effect, and thereafter while this Agreement is in effect, the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before ninety (90) days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

(c) The Bank agrees and represents that the total value of this Agreement due to the Bank pursuant to this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, Section 2276.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and recodified in House Bill 4595 in the 88th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

ARTICLE II

DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

"Bank" means BOKF, NA.

"Bank Office" means the Bank's office at 5956 Sherry Lane, Suite 900, Dallas, Texas 75225. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Obligation" or "Obligations" means any or all of the Issuer's City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF), dated ______________, 2024.

"Financial Advisor" means Hilltop Securities Inc., its successors and assigns.

"Fiscal Year" means the 12-month period ending September 30th of each year.

"Issuer" means the City of Harlingen, Texas.

"Issuer Request" and "Issuer Ordinance" means a written request or order signed in the name of the Issuer by the Mayor of the Issuer, or any other authorized representative of the Issuer and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized by applicable law to be closed.

"Obligation Ordinance" means the ordinance of the City Commission of the Issuer authorizing the issuance and delivery of the Obligations.

"Owner" means the Person in whose name an Obligation is registered in the Register.

"Paying Agent" means the Bank when it is performing the functions associated with the terms in this Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

"Predecessor Obligations" of any particular Obligation means every previous Obligation evidencing all or a portion of the same obligation as that evidenced by such particular Obligation (and, for the purposes of this definition, any Obligation registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Obligation shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Obligation).

"Record Date" means the last Business Day of the month next preceding an interest payment date established by the Obligation Ordinance.

"Register" means a register in which the Issuer shall provide for the registration and transfer of Obligations.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Stated Maturity" means the date or dates specified in the Obligation Ordinance as the fixed date on which the principal of the Obligations is due and payable or the date fixed in accordance with the terms of the Obligation Ordinance for redemption of the Obligations, or any portion thereof, prior to the fixed maturity date.

ARTICLE III

PAYING AGENT

Section 3.01 Duties of Paying Agent. (a) The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner, at the Stated Maturity and upon the surrender of the Obligation or Obligations so maturing at the Bank Office, the principal amount of the Obligation or Obligations then maturing, and redemption premium, if any, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds, no later than 10:00 a.m. Central Time on the applicable payment date, to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Obligations to each Owner of the Obligations (or their Predecessor Obligations) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds, no later than 10:00 a.m. Central

Time on the applicable payment date, to make such payments; such payments shall be made by computing the amount of interest to be paid each Owner, preparing the checks, and mailing the checks on each interest payment date addressed to each Owner's address as it appears in the Register on the Record Date.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Obligations at the dates specified in the Obligation Ordinance.

ARTICLE IV

REGISTRAR

Section 4.01 Transfer and Exchange. (a) The Issuer shall keep the Register at the Bank Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Ordinance, the Issuer shall provide for the registration and transfer of the Obligations. The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Obligations as herein provided. The Bank agrees to maintain the Register while it is Registrar. The Bank agrees to at all times maintain a copy of the Register at its office located in the State of Texas.

(b) The Bank as Registrar hereby agrees that at any time while any Obligation is outstanding, the Owner may deliver such Obligation to the Registrar for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Obligation is to be transferred and the addresses of such persons; the Registrar shall thereupon, within not more than three (3) business days, register and deliver such Obligation or Obligations as provided in such instructions. The provisions of the Obligation Ordinance shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Obligation Ordinance.

(c) Every Obligation surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a manner satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Bank may request any supporting documentation it feels necessary to effect a re-registration.

Section 4.02 The Obligations. The Issuer shall provide an adequate inventory of unregistered Obligations to facilitate transfers. The Bank covenants that it will maintain the unregistered Obligations in safekeeping and will use reasonable care in maintaining such unregistered Obligations in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03 Form of Register. (a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and currently utilizes at the time.

(b) The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) The Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

Section 4.05 Cancellation of Obligations. All Obligations surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly cancelled by the Bank. All cancelled Obligations held by the Bank shall be disposed of pursuant to the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Obligations. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered Obligations in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations as long as the same does not result in an overissuance.

(b) If (i) any mutilated Obligation is surrendered to the Bank, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then in the absence of notice to the Issuer or the Bank that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Obligation Ordinance equally and ratably with all other outstanding Obligations.

(d) Upon the satisfaction of the Bank and the Issuer that a Obligation has been mutilated, destroyed, lost, or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Obligation number on the Obligation registered with a notation in the Register that said Obligation has been mutilated, destroyed, lost, or stolen; and a new Obligation shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register, not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Obligation in lieu of or exchange for a mutilated, destroyed, lost, or stolen Obligation.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Obligations and any future substitute blanket bond for lost, stolen, or destroyed Obligations that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Obligations by the Bank is available for inspection by the Issuer on request.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Obligations it has paid pursuant to Section 3.01, Obligations it has delivered upon the transfer or exchange of any Obligations pursuant to Section 4.01, and Obligations it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Obligations pursuant to Section 4.06 of this Agreement.

ARTICLE V

THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and in accordance with the Obligation Ordinance and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Obligations, to pay the Obligations as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Obligations in the manner described in the closing memorandum prepared by the Issuer's Financial Advisor or other agent on behalf of the Issuer. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the Issuer's Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02 Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Obligations, but is protected in acting upon receipt of Obligations containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in an ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03 Recitals of Issuer. (a) The recitals contained herein and in the Obligations shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner or Owners, or any other Person for any amount due on any Obligation except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 5.04 May Hold Obligations. The Bank, in its individual or any other capacity, may become the Owner or pledgee of Obligations and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) The Bank shall be under no liability for interest on any money received by it hereunder.

(c) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Obligation and remaining unclaimed for three years after final maturity of the Obligation has become due and payable will be paid by the Bank to the Issuer, and the Owner of such Obligation shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(d) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(e) The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the Obligations, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Obligations have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Obligations shall, at its own expense and risk, request such other medium of payment.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees, and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article V of the Obligation Ordinance, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in a court of competent jurisdiction within the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any person claiming any interest herein.

Section 5.08 Depository Trust Company. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

(a) if to the Issuer: City of Harlingen, Texas
134 East Van Buren
Harlingen, Texas 78550
Attention: Director of Finance

(b) if to the Bank: BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Corporate Trust Department

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Separability. If any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement. This Agreement and the Obligation Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Obligation Ordinance, the Obligation Ordinance shall govern.

Section 6.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination. (a) This Agreement will terminate on the date of final payment of principal, redemption premium, if any, and interest of the Obligations.

(b) This Agreement may be earlier terminated upon sixty (60) days written notice by either party; provided, that (i) no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement and (ii) notice has been given to the Holders of the Obligations of the appointment of a successor paying agent/registrar. If the sixty (60) day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer, has the right to petition a court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Obligations.

(c) Upon early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Register (or a copy thereof) together with other pertinent books and records relating to the Obligations, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

(d) The provisions of Section 1.02 and of Article V shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12 Sanctioned Countries. (a) The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

(a) Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.13 shall survive termination of the Agreement until the statute of limitations has run..

Section 6.13 Form 1295 Exemption. The Bank represents that it is a wholly owned subsidiary of BOK, Financial Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF HARLINGEN, TEXAS

By: ______________________________
Mayor, City of Harlingen, Texas

ATTEST:

____
City Secretary, City of Harlingen, Texas

BOKF, NA, as Paying Agent/Registrar

By: ______________________________
Title: ______________________________

ANNEX "A"

SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF THE CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2024A (CWSRF); AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; AND PLEDGING THE REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS; AND ORDAINING OTHER MATTERS RELATING THERETO

THE STATE OF TEXAS :
COUNTY OF CAMERON :
CITY OF HARLINGEN :

WHEREAS, the City Commission of the City of Harlingen, Texas (the "***Issuer***") finds and declares a public purpose and deems it advisable and in the best interests of the Issuer to issue a series of bonds (defined in Section l herein as the "***Series 2024A Bonds***" or the "***Bonds***") to pay costs to acquire, purchase, construct, improve, enlarge, or equip the Issuer's waterworks system and sewer system (the "System") and to pay costs of issuance; and

WHEREAS, there is presently outstanding the following bonds of the Issuer which are secured by a first lien on the Net Revenues of the System:

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2015A, dated September 1, 2015, maturing November 1, 2024 through November 1, 2035, now outstanding in the principal amount of $8,050,000 (the "***Series 2015A Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2015B, dated September 15, 2015, maturing November 1, 2024 through November 1, 2030, now outstanding in the principal amount of $2,140,000 (the "***Series 2015B Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2019, dated November 1, 2019, maturing November 1, 2024 through November 1, 2035, now outstanding in the principal amount of $4,095,000 (the "***Series 2019 Bonds***"); and

WHEREAS, the Bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502 of the Texas Government Code; and

WHEREAS, the meeting was open to the public and written notice of the date, hour, place, and subject of said meeting was given pursuant to Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDAINED BY THE CITY OF HARLINGEN, TEXAS:

Section 1. AUTHORIZATION, AMOUNT, PURPOSE, AND REDEMPTION PROVISIONS OF THE BONDS. (a) The Issuer's Bonds to be designated "CITY OF

HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2024A (CWSRF)'' (the "***Series 2024A Bonds***" or "***Bonds***") are hereby authorized to be issued and delivered in the aggregate principal amount of ***$10,000,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING, OR EQUIPPING THE SYSTEM AND TO PAY COSTS OF ISSUANCE,*** issued in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1502, Texas Government Code, as amended, pursuant to this Ordinance.

(b) The terms "***Series 2024 Bonds***" and "***Bonds***" as used in this Ordinance shall mean and include, the Series 2024A Bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

(c) Optional Redemption. The Bonds having Stated Maturities on and after November 1, 2034 shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on November 1, 2035, or on any date thereafter, as a whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(d) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Issuer.

(e) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

(f) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Owner of a Bond to be redeemed in whole or in part at the address of the Owner appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Owner.

Subject, in the case of an optional redemption pursuant to Section 1(c), to any conditions or rights reserved by the Issuer in the notice, if a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

(g) Conditional Notice of Redemption. The Issuer reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state that (i) the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) the Issuer retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice. Upon such rescission, the notice and redemption shall be of no effect. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds called for redemption subject to a conditional notice of redemption and such redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute a default under this Ordinance. Further, in the case of a redemption for which a conditional notice of redemption has been given, the failure of the Issuer to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute a default under this Ordinance.

(h) Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond which is subject to redemption in part.

Section 2. DESIGNATION AND DATE OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: **"CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2024A (CWSRF),"** shall be dated __________, 2024 and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective owners thereof or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "***Owner***"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in Section 3(b) of this Ordinance.

Section 3. **DATE, DENOMINATION, NUMBERS, MATURITIES.** (a) The Bonds shall be dated ________ __, 2024, in the denominations of $5,000 or in any integral multiple thereof, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature in the principal amounts at the per annum rates and shall mature on November 1 in each of the years set forth below:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
	$ ________			$ ________	

(c) The Bond (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in this Ordinance.

Section 4. **INTEREST.** The Bonds shall bear interest at the rates set out in Section 3 of this Ordinance from the later of the Issuance Date or the most recent interest payment date to which interest has been paid or duly provided for and will be calculated on the basis of a 360-day year of twelve 30-day months and said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Section 5 of this Ordinance.

Section 5. **FORM OF BOND.** The form of the Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond:

REGISTERED No. ________	REGISTERED $________

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CAMERON
CITY OF HARLINGEN, TEXAS
WATERWORKS AND SEWER SYSTEM
REVENUE BONDS, SERIES 2024A (CWSRF)

INTEREST RATE	MATURITY DATE	ISSUANCE DATE	DATED DATE	CUSIP NUMBER
_______%	November 1, 20__	____________	_________, 2024	_________

THE CITY OF HARLINGEN, IN CAMERON COUNTY, TEXAS (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to

____

or registered assigns, on the Maturity Date specified above, the sum of

_________________ DOLLARS

and to pay interest thereon from the later of the Issuance Date identified above or the most recent interest payment date to which interest has been paid or duly provided for to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable on _________ 1, 20__ and semiannually thereafter on each November 1 and May 1, mailed to the Owner as shown on the books of registration kept by the Paying Agent/Registrar as the fifteenth day of the month next preceding each interest payment date; provided, however, that for so long as the Texas Water Development Board ("TWDB") is the Owner of the Bonds, all payments of principal and interest will be made in wire transfer form at no cost to TWDB.

THE PRINCIPAL OF AND THE INTEREST ON this Bond are payable without exchange or collection charges in lawful money of the United States of America. Principal of this Bond (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable on the Maturity Date specified above (unless redeemed prior thereto as provided in this Bonds) upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of BOKF, NA (the "Paying Agent/Registrar"), as initial Paying Agent Registrar, or with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date mailed by the Paying Agent/Registrar for this Bond. Payment of all and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof on each interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "***Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the Owner hereof, at the address of the Owner, as it appeared on the 15th day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the Owner. The Issuer covenants with the Owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

THIS BOND is dated ______, 2024 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $__________ (herein referred to as the "Bonds"), for the purpose of evidencing the indebtedness of the Issuer for all or any part of the costs associated with the improvements to the Issuer's waterworks and sewer system, and the costs of professional services related thereto, issued in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1502, Texas Government Code, as amended, pursuant to an ordinance duly adopted by the City Commission of the Issuer (the "Ordinance") which Ordinance is of record in the official minutes of the City Commission.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of ___________ ***FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING OR EQUIPPING THE ISSUER'S WATERWORKS AND SEWER SYSTEM (THE "SYSTEM") AND TO PAY COSTS OF ISSUANCE.***

THE ISSUER HAS RESERVED THE OPTION to redeem the Bonds maturing on or after November 1, 20__, in whole or in part, before their respective scheduled maturity dates, on November 1, 20__, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date for the Bonds, the Issuer shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owner of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

IN THE ORDINANCE, THE ISSUER RESERVES THE RIGHT, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the Issuer in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF $5,000, may be assigned by the Owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Ordinance. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the Owner of this Bond, or any portion or portions hereof in any integral multiple of $5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the Owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new Owner or Owners of such new Bond or Bonds) or to the Owner as to any portion of this Bond which is not being assigned and transferred by the Owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The Owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute Owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Ordinance, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the Owner hereof, or to the Owner as to any portion of this Bond which is not being assigned and transferred by the Owner, in any denomination or denominations in any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE ORDINANCE, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the Owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law, that this Bond is a special obligation; and that the interest on and principal of this Bond, together with other outstanding revenue bonds (as defined in the Ordinance), are payable from, and secured by a first lien on and pledge of the Net Revenues of said Issuer's combined Waterworks System and Sewer System.

THE ISSUER has reserved the right, subject to the restrictions stated and adopted by reference in the Ordinance authorizing this Bond, to issue additional parity revenue bonds which also may be made payable from, and secured by a lien on and pledge of the aforesaid Net Revenues.

THE OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid Net Revenues.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between the Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual signature of the Mayor of the Issuer and countersigned with the manual signature of the City Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Bond.

____
City Secretary

____
Mayor

(CITY SEAL)

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. ____________
OF THE STATE OF TEXAS §

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, ________________.

____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar:

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

BOKF, NA,
as Paying Agent/Registrar

Dated: ________________________ By: ______________________________
Authorized Signatory

(d) Form of Assignment:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): ______________________________

____

(Social Security or other identifying number: (______________________________) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed By:

____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _________DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

Year	Principal Amount	Interest Rate

(iii) (Information to be inserted from schedule in Section 3(b) of this Ordinance)

Section 6. GENERAL TERMS AND PROVISIONS REGARDING THE BONDS.

(a) Medium, Method and Place of Payment.

(i) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America. The interest on each Bond shall be payable by check mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register;

provided, however, that for so long as the TWDB is the Owner of the Bonds, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB

(ii) Interest on the Bonds shall be paid by check, dated as of the interest payment date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangements.

(iii) The principal of each Bond shall be paid to the Owner thereof on the Maturity date thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(iv) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(v) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(vi) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, such money shall be paid to the Issuer to be used for any lawful purpose. Thereafter, neither the Issuer, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

(b) Execution and Registration of Bonds.

(i) The Bonds shall be executed on behalf of the Issuer by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the Issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Bonds.

(ii) In the event that any officer of the Issuer whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(iii) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by her duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the Issuer, and that it has been registered by the Comptroller of Public Accounts of the State.

(iv) On the Issuance Date, one Initial Bond representing the entire principal amount of the Bonds payable in stated installments to TWDB or its designee, executed by the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to TWDB or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with (g) hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(c) Ownership.

(i) The Issuer, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the Issuer nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(ii) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the Issuer and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

(d) Registration, Transfer and Exchange.

(i) So long as any Bonds remain outstanding, the Issuer shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance. The Issuance Date of each Bond originally delivered to and paid for by TWDB shall be recorded in the Register.

(ii) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(iii) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(iv) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Issuer and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(v) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(vi) Neither the Issuer nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(e) Cancellation. All Bonds paid or redeemed before the Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

(f) Replacement Bonds.

(i) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The Issuer or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(ii) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(1) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Issuer to save them harmless;

(3) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(4) satisfies any other reasonable requirements imposed by the Issuer and the Paying Agent/Registrar.

(iii) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Issuer and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Issuer or the Paying Agent/Registrar in connection therewith.

(iv) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(v) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the Issuer and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

(g) Book-Entry Only System.

(i) The Initial Bond shall be delivered against payment to the TWDB. The TWDB shall be required to promptly surrender the Initial Bond to the Paying Agent/Registrar for exchange. Bonds issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as Owner of the Bonds, and held in the custody of DTC. Unless otherwise requested by DTC, a single bond will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Bonds will not receive physical delivery of Bonds except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond.

(ii) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of premium, if any, principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the Issuer to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The Representation Letter previously executed and delivered by the Issuer, and applicable to the Issuer's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

(iv) Before the Issuer can discontinue the book-entry-only system of registration through DTC, notice must be given to the TWDB and prior written consent of the TWDB must be received by the Issuer.

(h) Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Issuer determines that it is in the best interest of the Issuer and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the Issuer to DTC.

Section 7. PAYING AGENT/REGISTRAR. (a) Appointment of Initial Paying Agent/Registrar; Paying Agent Registrar Agreement. BOKF, NA, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(i) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The Issuer or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(ii) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest, on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in the Ordinance.

(iii) The form of Paying Agent/Registrar Agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the Issuer are hereby authorized to execute such agreement for and on behalf of the Issuer.

(b) Maintenance, Termination and Replacement of Paying Agent/Registrar.

(i) At all times while any Bonds are outstanding, the Issuer will maintain a Paying Agent/Registrar that is qualified under this Section 7 of the Ordinance.

(ii) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Issuer will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

(iii) Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

(iv) The Issuer reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Bonds.

(v) Promptly upon each change in the entity serving as Paying Agent/Registrar, the Issuer will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(vi) By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

(vii) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 8. DEFINITIONS. (a)(i) The term "***Additional Bonds***" as used in this Ordinance shall mean the additional parity revenue bonds which the Issuer reserves the right to issue and deliver in the future, as provided by Section 18 of this Ordinance.

(ii) The term "***Additional TWDB Bonds***" as used in this Ordinance shall mean the additional parity revenue bonds which the Issuer reserves the right to issue and deliver in the future, as provided by Section 31(q) of this Ordinance.

(b) The term "***Bonds***" shall mean the Series 2024A Bonds authorized to be issued and delivered by this Ordinance.

(c) The term "***Board of Utility Trustees***" shall mean the Board of Utility Trustees as established by the Issuer's charter.

(d) The term "***Business Day***" shall mean a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

(e) The term "***Closing Date***" shall mean the date of the initial delivery of and payment for the Bonds.

(f) The term "***Code***" shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

(g) The term "***Credit Facility***" shall mean a policy of municipal bond insurance, a surety bond or a letter or line of credit issued by a Credit Facility Provider in support of any Bonds or Additional Bonds.

(h) The term "***Credit Facility Provider***" shall mean (i) with respect to any Credit Facility consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations such as the Bonds or Additional Bonds, provided that a Rating Agency having an outstanding rating on the Bonds or Additional Bonds would rate the Bonds or Additional Bonds fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Facility consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds or Additional Bonds would rate the Bonds or Additional Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the series of Bonds or Additional Bonds and the interest thereon.

(i) The term "***Designated Payment/Transfer Office***" shall mean (i) with respect to the initial Paying Agent/Registrar, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Issuer and such successor.

(j) The term "***DTC***" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

(k) The term "***DTC Participant***" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

(l) The term "***Escrow Agent***" shall mean BOKF, NA, Dallas, Texas and its successors and assigns, or such other escrow agent as may be approved by the Mayor or Mayor Pro Tem and acceptable to the TWDB.

(m) The term "***Escrow Agreement***" shall mean the escrow agreement by and between the Issuer and the Escrow Agent pertaining to the deposit of the proceeds of the Bonds.

(n) The Term "***Financial Obligation***" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(o) The term "***Fiscal Year***" shall mean the twelve month period ending September 30 of each year, unless otherwise designated by the Issuer.

(p) The term "***Investment***" shall mean cash, investments, any Credit Facility, or any combination of the foregoing.

(q) The term "***Issuance Date***" with respect to the Bonds initially delivered to the TWDB, shall mean the date on which each such Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the TWDB. Bonds delivered on transfer of or in exchange for other Bonds shall bear the same Issuance Date as the Bond or Bonds in lieu of or in exchange for which the new Bond is delivered.

(r) The term "***MSRB***" shall mean the Municipal Securities Rulemaking Board.

(s) The term "***Net Revenues***," as used in this Ordinance, shall mean all gross revenues of the System, after deducting the expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such repairs and extensions, as in the judgment of the City Commission of the Issuer, reasonably and fairly exercised by the passage of appropriate ordinances, are necessary to keep the System in operation and render adequate service to the Issuer and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the Bonds and any Additional Bonds, shall be deducted in determining the "Net Revenues." Depreciation and payments into and out of the Interest and Sinking Fund and the Reserve Fund, the existence and maintenance of which are hereinafter reaffirmed, shall never be considered as expenses of operation and maintenance.

(t) (i) The term "***Outstanding Bonds***" shall mean the outstanding Series 2015A Bonds, the Series 2015B Bonds, and the Series 2019 Bonds and any other bonds that have been authorized and are secured and on parity with the bonds authorized pursuant to this Ordinance.

(ii) The term "***Outstanding TWDB Bonds***" shall mean the outstanding Bonds and any other bonds that have been authorized and are secured and on parity with the bonds authorized pursuant to this Ordinance and are additionally secured on parity with the Bonds by the funds on deposit in the TWDB Reserve Fund.

(u) The term "***Owner***" shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register.

(v) The term "***Rating Agency***" shall mean any nationally recognized municipal securities rating service.

(w) The term "***Register***" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

(x) The term "***Regulations***" shall mean the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

(y) The term "***Rule***" shall mean SEC Rule 15c2-12, as amended from time to time.

(z) The term "***SEC***" shall mean the United States Securities and Exchange Commission.

(aa) The term "***System***" as used in this Ordinance, shall mean the Issuer's entire Waterworks System and Sewer System, together with all future improvements, extensions, enlargements, and additions thereto, and replacement thereof.

(bb) The term "***Subordinate Debt***" shall mean any obligation of the Issuer heretofore or hereafter issued which is payable (i) in whole or in part from the Net Revenues and (ii) secured by a lien on and pledge of Net Revenues which is not, by its terms, a first lien on and pledge of such Net Revenues, or on parity with these Bonds.

(cc) The term "***TWDB***" means the Texas Water Development Board.

Section 9. **PLEDGE**. (a) The Bonds authorized hereby are payable from and secured by a first lien on and pledge of the Net Revenues of the System on parity with the Outstanding Bonds.

(b) The Bonds, and any Additional Bonds which may be issued in accordance with this Ordinance, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of the Net Revenues of the System and said Net Revenues are further pledged irrevocably to the establishment and maintenance of the Funds created by this Ordinance.

Section 10. RATES. The Issuer covenants and agrees with the Owners of the Bonds and all Additional Bonds, as follows:

(a) That it will at all times fix, maintain, charge and collect for services rendered by the System, rates and charges which will produce gross revenues at least sufficient to pay all expenses of operation and maintenance, and to provide Net Revenues adequate to pay promptly all of the principal of and interest on the Bonds, the Outstanding Bonds and all Additional Bonds, being an amount at least equal to 1.25 times the annual principal and interest on the Bonds, the Outstanding Bonds and Additional Bonds, and to make all deposits now or hereafter required to be made into the Funds created by the ordinances authorizing the Outstanding Bonds, which Funds are reaffirmed hereby.

(b) If the System should become legally liable for any other obligations or indebtedness, the Issuer shall fix, maintain, charge, and collect additional rates and charges for services rendered by the System sufficient to establish and maintain funds for the payment thereof.

Section 11. FUNDS. All revenues of the System shall be kept separate and apart from all other funds of the Issuer, and the following special Funds have been created and maintained in an official depository bank of the Issuer, so long as any of the Bonds, the Outstanding Bonds or Additional Bonds, or the interest thereon, are outstanding and unpaid:

(a) City of Harlingen Waterworks and Sewer System Revenue Fund, hereinafter called the "Revenue Fund"; and

(b) City of Harlingen Waterworks and Sewer System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund";

(c) City of Harlingen Waterworks and Sewer System Revenue Bonds Reserve Fund, hereinafter called the "Reserve Fund"; and

(d) City of Harlingen Waterworks and Sewer System Revenue Bonds Series 2024A Reserve Fund, hereinafter called the "TWDB Reserve Fund".

Section 12. REVENUE FUND. All gross revenues of every nature received from the operation and ownership of the System shall be deposited from day to day as collected into the Revenue Fund, and the reasonable, necessary, and proper expenses of operation and maintenance of the System shall be paid from the Revenue Fund. The revenues of the System not actually required to pay said expenses shall be deposited from the Revenue Fund into the other Funds, the existence of which are reaffirmed by this Ordinance, in the manner and amounts hereinafter provided, and each of such Funds shall have priority as to such deposits in the order in which they are treated in the following sections.

Section 13. INTEREST AND SINKING FUND. There shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments made on or before the 10th day of each month hereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next interest payment date; and

(ii) such amounts, in equal monthly installments, made on or before the 10th day of each month hereafter, commencing ______________, 20__ as will be sufficient to pay the next maturing or mandatorily redeemed principal of the Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds and all Additional Bonds, as such principal matures and such interest comes due.

Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 14. RESERVE FUND. (a) There is currently on deposit in the Reserve Fund $0. In accordance with Section 14(g) herein, the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds and, therefore, the "***Required Reserve***" is $0; provided, however, that if and whenever the Net Revenues for any Fiscal Year are less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds, the Issuer will be required to (1) obtain a Credit Facility, as permitted in subsection (b) below, in the amount of the Required Reserve; or (2) commence making monthly deposits in the Reserve Fund in an amount equal to 1/60 of the full amount then required to be on deposit in the Reserve Fund and such monthly deposits shall be continued until such time as the Reserve Fund has been restored to the average annual principal and interest requirements for the Bonds and all Outstanding Bonds. The Reserve Fund shall be used to pay the principal of and interest on the Bonds, the Outstanding Bonds, the Bonds and all Additional Bonds, at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose. Money in the Reserve Fund may, upon authorization by the City Commission of the Issuer, be invested in direct obligations of, or obligations, the principal of and interest on which are guaranteed by the United States of America, or invested in direct obligations of the Federal Intermediate Credit Banks, Federal Land Banks, Banks for Cooperatives, Federal National Mortgage Association, Federal Home Loan Banks or Banks for Cooperatives, provided that each of the aforesaid obligations must mature, or be subject to redemption at the option of the holder thereof, within not more than ten years from the date of the making of such investment. Any obligation in which money in the Reserve Fund is so invested shall be kept and held in an official depository bank of the Issuer in escrow and in trust for the benefit of the holders of the

Bonds, the outstanding Bonds and all Additional Bonds, and shall be promptly sold and the proceeds of sale applied to the making of all payments required to be made from the Reserve Fund.

(b) The Issuer may replace or substitute a Credit Facility for cash or investments in the Reserve Fund.

Upon such replacement or substitution, cash or investments on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the Issuer, at its option, and transferred to the Revenue Fund; provided that the face amount of any Credit Facility may be reduced at the option of the Issuer in lieu of such transfer.

(c) If the Issuer is required to make a withdrawal from the Reserve Fund for any of the purposes described in this Section, the Issuer shall promptly notify any applicable Credit Facility Provider of the necessity for a withdrawal from the Reserve Fund for any such purposes, and shall make such withdrawal FIRST from available moneys or investments then on deposit in the Reserve Fund, and NEXT from a drawing under any Credit Facility to the extent of such deficiency.

(d) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient amounts, all in an aggregate amount at least equal to the Required Reserve, then the Issuer shall satisfy the Required Reserve by depositing into the Reserve Fund in monthly installments of not less than 1/60 of the Required Reserve made on or before the 10th day of each month following such termination or expiration.

(e) In the event of the redemption or defeasance of any Bonds, any amounts on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the Issuer, to the Revenue Fund, as a result of (i) the redemption of any Bonds, or (ii) funds for the payment of any Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in any ordinance authorizing the issuance of Bonds, the result of such deposit being that such Bonds no longer are deemed to be outstanding under the terms of any such ordinance.

(f) In the event there is a draw upon the Credit Facility, the Issuer shall reimburse the Credit Facility Provider for such draw, in accordance with the terms of any agreement pursuant to which the Credit Facility is issued, from Net Revenues, however, such reimbursement from Net Revenues shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds or Additional Bonds.

(g) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve in the Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds, the Issuer will be required to (1) obtain a Credit Facility, as permitted in subsection (b) above, in the amount of the Required Reserve; or (2) commence making monthly deposits in the Reserve Fund, as provided in subsection (a) above, and to continue such monthly deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds.

(h) The Issuer may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Bonds for the purpose of securing that particular issue or series of Additional Bonds or any specific group of issues or series of Additional Bonds and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the particular Additional Bonds for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Additional Bonds it secures and to distinguish such reserve fund from the Reserve Fund and the reserve funds created for the benefit of other Additional Bonds.

Section 15. DEFICIENCIES IN FUNDS. If in any month the Issuer shall fail to deposit into any Fund, the existence of which is reaffirmed by this Ordinance, the full amounts required, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System for the following month or months, and such payments shall be in addition to the amounts otherwise required to be paid into said Funds during such month or months. To the extent necessary, the Issuer shall increase the rates and charges for services of the System to make up for any such deficiencies.

Section 16. EXCESS REVENUES. The Net Revenues of the System, in excess of those necessary to maintain the Funds as required in this Ordinance, or as hereafter may be required in connection with the issuance of Additional Bonds, may be used for any lawful purpose.

Section 17. SECURITY FOR FUNDS. All Funds, the existence of which are reaffirmed by this Ordinance, shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 18. ADDITIONAL BONDS. The Issuer reserves the right to issue additional parity revenue bonds, to be known as Additional Bonds, which when issued and delivered, shall be payable from and secured by a lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Outstanding Bonds, the Bonds, and all Additional Bonds shall in all respects be on a parity and equal dignity. The Additional Bonds may be issued in one or more installments or series, provided, however, that no installment or series of Additional Bonds shall be issued unless:

(a) A certificate is executed by the Mayor and City Secretary of the Issuer to the effect that no default exists in connection with any of the covenants or requirements of the ordinance or ordinances authorizing the issuance of all Outstanding Bonds, Bonds and Additional Bonds then outstanding.

(b) A certificate is executed by the Mayor and City Secretary of the Issuer to the effect that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be on deposit therein.

(c) A certificate is executed by an independent certified public accountant, or independent firm of certified public accountants, acting by and through a certified public accountant, signs a written certificate to the effect that, in his or her opinion, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the proposed Additional Bonds is passed, the Net Revenues were at least 1.25 times an amount equal to the average annual principal and interest requirements on such Outstanding Bonds and such proposed Additional Bonds as are on parity of Lien with the Bonds or any Additional Bonds. It is specifically provided, however, that in calculating the amount of Net Revenues for the purpose of this subsection (c), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period"), then the certified public accountant, or in lieu of the certified public accountant, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

At such time that all of the Series 2015A Bonds, the Series 2015B Bonds, and the Series 2019 Bonds are either defeased or no longer outstanding, then sub-section (c-1) shall be added to this Section 18 as shown below in italicized language:

(c-1) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (c) above to obtain a certificate executed by either the Director of Finance of, or the financial advisor to, the System, to the effect that, in his or her opinion, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the proposed Additional Bonds is passed, the Net Revenues were at least 1.25 times an amount equal to the average annual principal and interest requirements on such Outstanding Bonds and such proposed Additional Bonds as are on parity of Lien with the Bonds or any Additional Bonds. It is specifically provided, however, that in calculating the amount of Net Revenues for the purpose of this subsection (c-1), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period"), then in lieu of the Director of Finance of, or the financial advisor to, the System, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

(d) The Additional Bonds are scheduled to mature only on November 1, and the interest thereon is scheduled to be paid only on November 1 and May 1.

(e) The ordinance authorizing the issuance of such installment or series of Additional Bonds provides that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased by an additional amount not less than the average annual principal and interest requirements for said Additional Bonds; and that such additional amount shall be so accumulated within 61 months from the date of the Additional Bonds, by the deposit in the Reserve Fund of the necessary sums in equal monthly installments; provided, however, that the aggregate of all or any part of said required additional amount in cash immediately after the aggregate amount to be accumulated in the Reserve Fund shall never be required to exceed the average annual principal and interest requirements for all Outstanding Bonds, Bonds and Additional Bonds then outstanding, and for the installment or series of Additional Bonds the proposed to be issued.

(f) All calculations of average annual principal and interest requirements made pursuant to this Section are made as of and from the date of the Additional Bonds then proposed to be issued.

Section 19. MAINTENANCE AND OPERATION; INSURANCE. The Board of Utility Trustees of the Issuer shall have managing control of the System while any of the Bonds or Additional Bonds are outstanding, the Issuer covenants and agrees to cause the Board of Utility Trustees to maintain the System in good condition and operate the same in an efficient manner and at reasonable expense, and to maintain insurance on the System, for the benefit of the holder or holders of the Bonds and Additional Bonds, of a kind and in an amount which usually would be carried by private companies engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the Issuer to expend any funds which are derived from sources other than the System, but nothing herein shall be construed as preventing the Issuer from doing so.

Section 20. ACCOUNTS AND FISCAL YEAR. The Issuer shall cause the Board of Utilities Trustees to keep proper books of records and accounts, separate from all other records and accounts of the Issuer in which complete and correct entries shall be made of all transactions relating to the System, and shall have said books audited once each fiscal year by a certified public accountant. The Issuer agrees to operate the System and keep its books of records and accounts pertaining thereto on the basis of its current fiscal year; provided, however, that the City Commission of the Issuer may change such fiscal year by ordinance duly passed, if such change is deemed necessary by the City Commission of the Issuer.

Section 21. ACCOUNTING REPORTS. Within 90 days after the close of each fiscal year hereafter, the Issuer will furnish, without cost, to any holder of any Bonds, the Outstanding Bonds or Additional Bonds who may so request, a signed or certified copy of a report by a certified public accountant, covering the next preceding fiscal year, showing the following information:

(a) A detailed statement of all gross revenues of the System and all expenses of operation and maintenance thereof for said fiscal year.

(b) A balance sheet as of the end of said fiscal year.

(c) The accountant's comment regarding the manner in which the Issuer has complied with the requirements of this Ordinance and his recommendations, if any, for changes or improvements in the operation and maintenance of the System.

(d) A list of insurance policies in force at the end of said fiscal year, showing, as to each policy, the risk covered, the amount of the policy, the name of the insurer, and the expiration date.

(e) The number of properties connected with the System, and the gross revenues from each of said System for said fiscal year.

(f) The number of unmetered customers of the Waterworks System at the end of said fiscal year.

(g) The approximate number of gallons of water registered through the Issuer meters, and the number of gallons sold during said fiscal year.

Section 22. INSPECTION. Any holder or holders of any Bonds or Additional Bonds shall have the right at all reasonable times to inspect the System and all records, accounts, and data of the Issuer relating thereto.

Section 23. SPECIAL COVENANTS. The Issuer further covenants as follows:

(a) That other than for the payment of the Bonds herein authorized, the revenues and income of the System have not in any manner been pledged to the payment of any debt or obligation of the Issuer or of the System.

(b) That while any of the Bonds or Additional Bonds are outstanding, the Issuer will not sell or encumber the System or any substantial part thereof, and that, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the revenues and income of the System, unless such encumbrance is made junior and subordinate in all respects to the Bonds and Additional Bonds and all liens and pledges in connection therewith.

(c) That no free service of the System shall be allowed, and should the Issuer or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the Issuer out of funds from sources other than the revenues and income of the System.

(d) That to the extent it legally may, the Issuer further covenants and agrees that while any of the Bonds or Additional Bonds are outstanding, no franchise shall be granted for the installation or operation of any competing waterworks system or sewer system; and that the Issuer will prohibit the operation of any such competing system; and the operation of any competing system is hereby prohibited.

(e) That in addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds or Additional Bonds when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or Reserve Fund or defaults in the observance of performance of any other of the contracts, covenants, conditions or obligations set forth in this Ordinance or in the Bonds or Additional Bonds, the following remedies shall be available:

(i) the Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Ordinance; and

(ii) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

Section 24. BONDS ARE SPECIAL OBLIGATIONS. The Bonds and Additional Bonds shall be special obligations of the Issuer, payable solely from the pledged Net Revenues, and the holder or holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

Section 25. DEFEASANCE OF BONDS. The Bonds may be refunded, defeased or discharged in any manner permitted by applicable law.

Section 26. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 27. PROVISIONS CONCERNING FEDERAL INCOME TAX MATTERS.

(a) General. The Issuer covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Issuer covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Issuer in connection with the Bonds.

(b) No Private Activity Bonds. The Issuer covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the rulings thereunder. The Issuer will maintain a copy of such calculations for at least six years after the final "computation date";

(iii) as additional consideration for the Bonds, and in order to induce the purchase of the Bonds by measures designed to ensure the excludability of interest on the Source Series Bonds, if any, from the gross income of the owners thereof for federal income tax purpose, pay to the United State of America the "rebate amount" described in subparagraph (ii) above within 30 days after each "computation date";

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by subparagraph (ii) and, if such error is discovered, to promptly correct such error within a reasonable amount of time thereafter, including payment to the United State of America of any interest and any penalty required by the Regulations.

(g) Information Reporting. The Issuer covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The Issuer covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until six years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Issuer will not be required to comply with any of the federal tax covenants set forth above if the Issuer has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the Issuer's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Issuer, this Ordinance serves as the Issuer's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than sixty (60) days prior to the date hereof and (ii) not later than eighteen (18) months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in to event more than three (3) years after the original expenditure is paid.

(m) Source Series Bonds. The Issuer covenants that neither the Issuer nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds to be acquired from the Issuer by the TWDB.

(n) Advanced Refunding. The Issuer covenants to refrain from using the proceeds of the Bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code.

Section 28. CONTINUING DISCLOSURE.

(a) Annual Reports. The Issuer shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Issuer, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement Private Placement Memorandum, being information described in Tables 1 through 13, including financial statements of the Issuer if audited financial statements of the Issuer are not then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted government accounting principles or such other accounting principles as the Issuer may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(d) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(e) Event Notices. (a) The Issuer shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Note to paragraphs (xv) and (xvi): For purposes of the events identified in paragraphs (xv) and (xvi) of this section and in the definition of Financial Obligation in Section 2, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further amendments or written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

(f) The Issuer shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Section 28 of this Ordinance by the time required by such Section.

(g) Limitations, Disclaimers and Amendments. (a)The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any redemption calls and any defeasances that cause the Issuer to be no longer an "obligated person."

(i) The provisions of this Section are for the sole benefit of the Owner and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(ii) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(iii) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(iv) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owner and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Issuer if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Issuer's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 29 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. SALE OF BONDS AND APPROVAL OF PRIVATE PLACEMENT MEMORANDUM; FURTHER PROCEDURES. (a) The Bonds are hereby initially sold and shall be delivered to ***TWDB***, as the initial purchasers of the Bonds (the "***Purchasers***"), at a price of par at $______________ subject to the approval of the Attorney General and Bond Counsel. At the time the Bonds are delivered to the TWDB, the Issuer shall pay an origination fee to the TWDB equal to 2.00% ($__________) of the Project costs, in accordance with the rules of the TWDB. The Mayor or Mayor Pro Tem and other appropriate officers, agents and representatives of the Issuer are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of ***Texas Water Development Board.*** The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer.

(b) The Issuer hereby approves the form and content of the Private Placement Memorandum relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution· of such Private Placement Memorandum in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Private Placement Memorandum dated _________, 2024, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor and Mayor Pro Tem, the City Manager and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Private Placement Memorandum. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 30. DEPOSIT OF SALE PROCEEDS INTO PROJECT FUND. Concurrently with the initial delivery of the Series 2024A Bonds, the Issuer shall deposit proceeds received by the Issuer from the sale of the Series 2024A Bonds (excluding accrued interest, if any, which shall be deposited into the Interest and Sinking Fund) which are not required to pay costs of issuance related to the Series 2024A Bonds into a project fund to be used to acquire, purchase, construct, improve, enlarge, or equip the System.

Section 31. TWDB PROVISIONS.

(a) TWDB Resolution. The Issuer agrees to comply with the applicable provisions of TWDB Resolution No. 23-071, which authorized the financial assistance evidenced by the Bonds.

(b) Escrow Agreement. To facilitate the delivery of and payment for the Bonds pending completion of review of plans and specifications, the City Commission hereby authorizes an Escrow Agreement to be entered into by and between the Issuer and the Escrow Agent, the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Ordinance. The Mayor or Mayor Pro Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the Issuer.

(c) Project Fund. There is hereby created and established a special fund of the Issuer, to be known as the "City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF) Project Fund," which shall be established at an official depository of the Issuer and kept separate and apart from other funds of the Issuer. The proceeds of the Bonds shall be deposited in the escrow account for the Bonds that is maintained by the Escrow Agent for the benefit of the Issuer and TWDB under and as more specifically provided in the Escrow Agreement. Upon release from the escrow account, such proceeds shall be deposited and held in the Project Fund until used for authorized purposes. The proceeds of the Bonds, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest, and income derived therefrom shall be used only for the purposes set forth in Section 1 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option of the Issuer, be invested as permitted by State law including, particularly, the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times. Bond proceeds deposited in the Project Fund shall be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and in accordance with the schedule for the Project approved by the TWDB, as may be amended from time to time. The Issuer agreed to comply with 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted government accounting principles, including standards related to the reporting of infrastructure assets.

(d) TWDB Rules. In compliance with the published rules and regulations of the TWDB, the Issuer covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Bonds, and if all or any portion of the Bonds shall be held by or on account of the TWDB or the State, the proper officials of the Issuer shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the "Executive Administrator") disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the Issuer shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the Issuer shall submit to the TWDB a final accounting and describe the proposed disposition of the any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator. Unless otherwise stated in the loan commitment of the TWDB with respect to the purchase of the Bonds, in determining the amount of available funds for constructing the Project to be financed, the Issuer shall account for all monies in the Project Fund, including all loan funds extended by the TWDB, all other funds available from the Project as described in the Project engineer's sufficiency of funds statement required for closing the TWDB's loan and all interest, earned by the Issuer on money in the Project Fund. This requirement shall not be interpreted as prohibiting the TWDB from enforcing such other rights as it may have under law.

(e) Outlay Reports. The Issuer agrees to submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

(f) Environmental Indemnification. The Issuer shall not use proceeds from the sale of the Bonds for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the Issuer agrees to indemnify, hold harmless, and protect the TWDB from any and all claims, causes of action, or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project.

(g) Insurance. The Issuer covenants that the Project will be kept continually insured against such perils in an amount sufficient to protect the TWDB's interest in the Project, to the extent that insurance is customarily carried by cities operating similar facilities in similar locations; provided, however, that the Issuer shall not be required to maintain such insurance so long as builders risk insurance covering such facilities during the period of construction is in effect.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 28 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Private Placement Memorandum and Tables for the Waterworks and Sewer System Revenue Bonds, Series 2024A (CWSRF) referred to below:

1 through 13 and in Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph I above.