Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, April 1st, 2020 at 5:30 P.M. at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and provide the public the ability to view the meeting via internet live streaming at www.myharlingen.us and the City of Harlingen Facebook Page.

In accordance with the order of the Office of the Governor issued March 16, 2020, the City of Harlingen, Texas will conduct the meeting and provide viewing for the public using live stream in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). To view the City Commission meeting live, go to www.myharlingen.us and click on “CITY COMMISSION LIVE.”

The public will be permitted to offer citizen communication or participate in items listed as public hearings telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written comments may also be submitted for City staff to read aloud during the meeting.

To offer citizen communication or participate in scheduled public hearings telephonically, go to www.myharlingen.us 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, and (3) a working telephone number at which you may be reached to submit your comments. The City will then call you when the item you wish to address is being considered. You will then address the City Commission through speakerphone, and your call will be made audible to the City Commission and to the public through the live stream. Please submit this request before 5 p.m. on the day of the meeting.

To submit written comments for City staff to read aloud during the meeting, go to www.myharlingen.us 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 5 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.

Invocation – Victor Leal, City Commissioner

Pledge of Allegiance/Welcome
Call Meeting to Order

Citizen Communication/Input

1) Approval of Minutes

   a) Regular Meeting of February 19, 2020

   CONSENT AGENDA

The following items are of a routine or administrative nature. The Council has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote, without being discussed separately, unless requested by a Commission member. Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

2a) Second and final reading to approve and adopt an ordinance for a Special Use Permit ("SUP") to allow an adult business (microblading studio) in a General Retail ("GR") District located at 2222 S. Expressway 83, Suite 505 bearing a legal description of 2.5783 acres out of the West 10.34 acres of Lot AN-1, Block 24, Lon C. Hill Subdivision. Applicant: Tania Cantu Salinas Attachment (Planning and Zoning)

b) Second and final reading to approve and adopt an ordinance for a Special Use Permit (SUP) to allow a Storage Container in a Light Industry (LI) District located at 2809 E. Grimes bearing a legal description of all of Industrial Park Subdivision, Block No. 2 and all of Industrial Park Subdivision, Block No. 6. Applicant: Dish Network Attachment (Planning and Zoning)

c) Second and final reading to approve and adopt an ordinance to rezone from Light Industry ("LI") District to General Retail ("GR") District for Lots 1-16, Block 1, Lots 1-12, Block 2, Lots 1-23, Block 3, and Lots 1-9, Block 4, Harlingen North Business Center Subdivision, located on the east side of Expressway 77 south of Loop 499. Applicant: Connie Trevino Attachment (Planning and Zoning)

d) Second and final reading to approve and adopt an ordinance to repeal Ordinance 2012-7 designating a "No Parking Zone" on the South side of Harrison Avenue, 46 ft West of the intersection of Eleventh Street. Attachment (Engineering)

e) Consideration and possible action to approve a refund of property taxes paid by J C Penny Co. (Popp Hutcheson PLLC), Account #18-4110-0010-0020-00 for $3,054.60 due to an adjustment on the change of value for year 2019. Attachment (Finance)

3) Public hearing to consider an request to approve a resolution in support of the Sunland Country Housing Community Application to the Texas Department of Housing and Community Affairs 2020 Non-Competitive four (4) percent Housing Tax Credits for the proposed Sun Country Housing Development. Attachment (Planning and Zoning)
a) Public Hearing

b) Consideration and possible action to approve a resolution in support of the Sunland Country Housing Community Application to the Texas Department of Housing and Community Affairs 2020 Non-Competitive four (4) percent Housing Tax Credits for the proposed Country Housing Development.

4) Consideration and possible action to allow city personnel to demolish the unsafe structures located at 509 North "L" Street legally described as Lot 4, Summit Heights Subdivision and 513 and 517 North "L" Street legally described as Lots 1-3, Summit Heights Subdivision and to not place a lien to the property owner in an effort to remove community blight. Attachment (Planning and Zoning)

5) Consideration and possible action to approve an ordinance on first reading to abandon and vacate a portion of a 1.0 foot non-access easement being a 0.00037 acre tract of land more or less (16 square feet), out of Lot 33, Block 1, Thomasville Estate Subdivision, located at 2802 Georgia Court. Applicant: Hector M. Saldivar Attachment (Planning and Zoning)

6) Consideration and possible action to approve a service contract between the City of Harlingen and UniFirst Corporation to provide uniform rental and laundering services for the city employees and to authorize the City Manager to sign the contract. Attachment (Finance) (Item was tabled on Meeting of March 18, 2020)

7) Board Appointments

Discussion and possible action regarding membership on any of the following listed board/entity:

a. Airport Board (2)
b. Animal Shelter Advisory Committee (1)
c. Audit Committee (1 - vacancy) (terms expired June, 2019)
d. Civil Service Commission (2)
e. Community Development Advisory Board (1)
f. Construction Board of Adjustments (5)
g. Convention & Visitors Bureau (1)
h. Development Corporation of Harlingen, Inc. (1)
i. Downtown Improvement District Board (1)
j. Golf Course Advisory Board
k. Harlingen Community Improvement Board
l. Harlingen Housing Authority Board (2)
m. Harlingen Finance Corporation (4)
n. Keep Harlingen Beautiful Board (4)
o. Library Advisory Board
p. Mayor Wellness Council
q. Museum Advisory Board (1)
r. Parks Advisory Board
s. Planning & Zoning Advisory Board
t. Senior Citizens Advisory Board (1)
u. Tax Increment Finance Board (7)
v. Utility Board of Trustees
w. Veterans Advisory Board
x. Zoning Board of Adjustments (4)
y. Complete Census Committee
Specifically, appointment or discussion and possible action to include appointment bylaws and/or removal of any position subject to appointment or removal by statute, ordinance or bylaws.

8) Executive Closed Session

a) Attorney consultation pursuant to Section 551.071(2), Texas Gov't Code to provide legal advice and counsel in connection with the City's rights, duties, privileges, and obligations in connection with the Federal Aviation Administration letter pertaining to ARFF performance issues and related legal matters. (*City Manager*)

Adjournment

I, the undersigned authority, do hereby certify that the above notice of meeting is a true and correct copy of said notice posted on the City's bulletin board, City Hall, 118 E. Tyler Avenue, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, March 27th, 2020 at 5:00 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 27th day of March, 2020

[Signature]

Mayra Herrera, Asst. City Secretary
REGULAR MEETING

CITY COMMISSION

February 19, 2020

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held February 19, 2020 at 5:30 p.m., City Hall, Town Hall Meeting Room, 2nd Floor, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

Mayor and Commissioners
Michael Mezmar, Mayor Pro-Tem, District 3
Richard Uribe, Commissioner, District 1
Frank Puente, Commissioner, District 2
Ruben De La Rosa, Commissioner, District 4
Victor Leal, Commissioner, District 5

City Staff
Dan Serna, City Manager
Mayra Herrera, Asst. City Secretary
Ric Navarro, City Attorney

Invocation – Mayor Chris Boswell

Pledge of Allegiance/Welcome

Mayor Boswell recited the Pledge of Allegiance and welcomed those in attendance.

Call Meeting to Order

Mayor Boswell called the meeting to order and announced the meeting was duly posted according to state law. The following proceedings were held:

Citizen Communication/Input

- Chan D Taneja- 2128 Shadowbrook Circle - Item 7
- Ricardo A. Solis- 2124 Shadowbrook Circle - Item 7
- Micaela Solis-2134 Shadowbrook Circle - Item 7
- Maria C. Garcia- 2139 Shadowbrook Circle - Item 7
- Linda Kurkowski- 2121 Shadowbrook Circle - Item 7
- Sigmund Kurkowski- 2121 Shadowbrook Circle - Item 7
- Donald Lantz- 321 E. Flynn Ave - Item 7
- Aurora Lantz- 321 E. Flynn Ave - Item 7
- Socorro J. Noyola- 2107 Shadowbrook Circle - item 7
- Pam Rieper- 2455 Shadowbrook Circle - Item 7
- Nancy Clark- 909 E. Lori Lane - Item 7
- Richard Korteway - 2120 Shadowbrook Circle - Item 7
- Janie Korteway- 2120 Shadowbrook Circle - Item 7
- Sharon Swanson- 2159 Shadowbrook Circle - Item 7
- Danny Worsham- 2162 Shadowbrook Circle - Item 7
- Sandra Worsham- 2162 Shadowbrook Circle - Item 7

All the individuals listed above were opposed to the rezoning of the Single Family to the Multi-Family due to the property value dropping.

1) Proclamation – proclaiming the month of February, 2020 as "Black History Month"

Mayor Boswell read and presented a proclamation to Dr. DeLoira Davis, proclaiming the month of February, 2020 as "Black History Month."

2) Recognition to the City of Harlingen Finance Department, Recipient, of the GFOA Certificate of Achievement for excellence in financial reporting.
Mayor Boswell recognized the Finance Department on behalf of the City of Harlingen as the recipient of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

3) Presentation of the Texas Public Works Association (TPWA) - Field Service Award to the City of Harlingen Public Works Department for the 2019 In-House Project of the Year.

Mayor Boswell recognized the Public Works Department on behalf of the City of Harlingen, as the recipient of the Texas Public Works Association (TPWA) – Field Service Award for the 2019 In-House Project of the Year.

4) Approval of Minutes - Regular Meeting of December 4, 2019

Motion was made by Commissioner De La Rosa and seconded by Mayor Pro-Tem Mezmar to approve the minutes of December 4, 2019, Regular Meeting. Motion carried unanimously.

CONSENT AGENDA

5a) Second and final reading to approve and adopt an ordinance for a Special Use Permit (SUP) to allow a Bar/Lounge in a General Retail (GR) District for Lots 13 & 14, Block 45, Harlingen Original Townsite, located at 204 W. Jackson Ave. Applicant: Larry Keim on behalf of Orpheus Partners, LLC.

b) Second and final reading to approve and adopt an ordinance to amend the Planned Development ("PD") Site Plan to adjust setbacks for a 15.18 acre tract of land out of Block 95, Lon C. Hill Subdivision, located on the west side of Ed Carey Drive south of Morris Road, Applicant: Rebman Management, LLC.

c) Consideration and possible action to approve a request from the South Texas Emergency Care (STEC) to close the 200 Block of East Madison for their Save-A-Life Event, Saturday, February 22, 2020 from 8:00 a.m. to 12:00 p.m.

d) Consideration and possible action to approve a request from Our Lady of Assumption Catholic Church to close the 1300 Block of West Lincoln Avenue between South "L" Street and South "M" Street and all alleyways leading to West Lincoln Avenue from 5:00 p.m. to 11:00 p.m., Friday, April 24th, and Saturday, April 25th, 2020 for their Annual Parrish Kermes.

e) Consideration and possible action to approve a refund of property taxes paid by Norris James, Acct. #98-6538-0020-0010-00 for $931.07 due to a prorated 100% disabled veteran's exemption for Year 2018.

f) Investment Report for the City of Harlingen for the quarters ending September 30, 2019 and December 31, 2019.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to approve the Consent Agenda Items 5 (a thru f). Motion carried unanimously.
Javier Mendez, Parks and Recreation Director, stated in September, 2015 the City Commission approved a resolution creating the Mayor’s Wellness Council of Harlingen Executive Committee with the initiative to address the health and wellness needs of the Harlingen citizens and to apply for grant funds and create educational opportunities regarding fitness and nutrition. Mr. Mendez highlighted the composition of the committee and the following provisions of the resolution. The committee met February 10th, 2020 and approved the by-laws.

1. The goal of Healthy Harlingen an initiative of The Mayor’s Wellness Council and the City of Harlingen, is to become a leader in the promotion of health and wellness in the community.
2. The City Commission directs that the Mayor’s Wellness Council shall be formed to assist the people of the community in raising their overall fitness levels, while developing a lifestyle which will sustain a high quality of life.
3. The Mayor’s Wellness Council will serve as a liaison between community groups focused on the common goal of overall health and wellness of the citizens and will advise the City Commission on any ideas to help reach that goal.
4. The membership of the Mayor’s Wellness Council as follows: a) Each Commissioner shall appoint two members from Harlingen organizations and/or businesses, the school district, hospitals, health clinics, local

Mayor Boswell changed the order of the agenda and proceeded with the following items.

15) Consideration and possible action to approve the By Laws for the Mayors Wellness Council of Harlingen.
fitness companies, universities/colleges, and a large retail corporation. b) The Mayor shall appoint three at
large members and the chairperson.

5. The Council shall establish by-laws and hold meetings in accordance with City of Harlingen ordinances and
regulations.

Motion was made by Commissioner Leal and seconded by Commissioner Puente to
approve the by-laws for the Mayor’s Wellness Council of Harlingen. Motion carried
unanimously.

12) Consideration and possible action to approve a letter in support of the United States
Bicycle Route 55 and 255.

Eva Garcia stated the Caracara Trails (formally the Active Plan) is requesting to
designate portions of 189-E Frontage, BUS 77, and FM 509 as part of the United State Bicycle
Route designated by AASHTO. The AASHTO does not approve the suitability of the route for
bicycle travel; rather, U.S Route Numbering Special Committee reviews the numbered
designations to ensure a standardized network. There is no inherent liability for local agencies
as per the Federal Transportation Research Board. Signage is nice, but not required. Also
designating a USBR does not impose any restrictions on the use of a road, street, trail or right-
of-way.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner De La
Rosa to approve a letter in support of the United States Bicycle Route 55 and 255. Motion
carried unanimously.

16) Consideration and possible action to approve a resolution in support of the Rayo Del Sol
Terrace Housing Community Application to the Texas Department of Housing and
Community Affairs for 2020 Competitive 9% Housing Tax Credits for the proposed
development of the Rayo Del Sol Terrace Housing Development.

Dan Serna, City Manager, introduced Jed Brown, President of the Brownstone Group,
Inc., Mr. Brown stated Rayo Del Sol Terrace, Ltd. Intends to submit an application to the Texas
Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits
for the proposed development of Rayo Del Sol Terrace Housing Project on the southwest corner
of Grimes Avenue and 77 Sunshine Strip. They are requesting financial in-kind support from the
City in the amount of $500.

Mr. Brown stated they were preparing the paperwork to submit to the Texas Dept. of
Community Affairs. The application has not yet been approved and expected date of approval
is July, 2020. The zoning will be for a portion of the land since there is an area already zoned
multi-family.

Comments were heard from a citizen and Nichole Shannon opposing the proposed
development because it would diminished the value of their properties and once the apartments
were build they would be sold and who would be purchasing them.

Motion was made by Commissioner Puente, there being no second, the motion died due
to a lack of a second.

Mayor Boswell returned to the regular order of the agenda and proceeded with the
following item.
6) Public hearing to consider an ordinance on first reading to amend the City of Harlingen Comprehensive Plan, One Vision One Harlingen Thoroughfare Plan, by changing the alignment of the proposed extension of Golden Bear Drive in a straight alignment to connect with Haine Drive. Applicant: Armando Elizarde.

Xavier Cervantes, Planning & Zoning Director, stated the Thoroughfare Plan is a component of the Comprehensive Plan which outlines the City's adopted policy on the development of city roadways during the process of new subdivisions. Armando Elizarde, applicant, is requesting for the City to amend the Thoroughfare Plan to change the alignment of the proposed extension of Golden Bear Drive to a straight alignment to connect with Haine Drive because the current proposed alignment of Golden Bear Drive curves directly to connect to VFW and Whalen Road which makes it difficult to develop the proposed property. Mr. Elizarde is proposing a Planned Development consisting of residential and multi-family use on a 40-acre tract of land with 1,319 sq. ft. of frontage on Haine Drive and a depth of 1,319 sq. ft. and to include the extension of Golden Bear Drive which is vacant. The Thoroughfare Plan designates Golden Bear Drive as a major collector street, which requires 80 sq. ft. of right-of-way and a 42 to 48 sq. ft. wide street with curb and gutter. Treasure Hills Blvd. to Bryan Drive and Golden Bear Drive are developed with 80 sq. ft. right-of-way and 48 sq. ft. wide paved street with curb and gutter. Golden Bear Drive dead-ends approximately 187 sq. ft. south of Bryan Drive with the possibility of being extended in a western angle to connect to Haine Drive and align with Whalen Road. The request was reviewed by the Engineering and Fire Prevention Departments and both departments recommended approval of the request. The Planning and Zoning Dept. staff has not received any objections from the surrounding property owners on this request.

a) Public Hearing

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

There being no comments, Mayor Boswell closed the public hearing.

b) Consideration and possible action to approve an ordinance on first reading to amend the City of Harlingen Comprehensive Plan, One Vision One Harlingen Thoroughfare Plan, by changing the alignment of the proposed extension of Golden Bear Drive in a straight alignment to connect with Haine Drive.

Ric Navarro, City Attorney, read the caption of the ordinance.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Leal to approve the ordinance on first reading to amend the City of Harlingen Comprehensive Plan, One Vision One Harlingen Thoroughfare Plan, by changing the alignment of the proposed extension of Golden Bear Drive in a straight alignment to connect with Haine Drive. Motion carried unanimously.

7) Public hearing to consider an ordinance on first reading to rezone from Single Family Residential ("R1") District to Multi-Family Residential ("M2") District for Lot 1, Block 3.
Shadowbrook Subdivision, located on the south side of E. Davis Street, East of N. 3rd Street. Applicant: Buddy Moody.

Mr. Cervantes stated Buddy Moody, applicant, is requesting to rezone the proposed property from single family residential to multi-family residential to allow for a multi-family project. Mr. Moody is proposing to develop a four-plex and two duplexes a total of eight (8) units. The property consists of an irregular-shaped lot and is currently vacant. It has 470.5’ of frontage on Davis Street, a depth of 93.82’ sq. ft. at its widest point, approximately 0.733 gross acres (31,929 sq. ft.) and 0.59 net acres (25,700 sq. ft). A drainage ditch wraps around the perimeter of the property on the south and west sides. The property owner submitted the same rezoning request in 2017. After considerable opposition from the surrounding property owners, the request was denied by the Planning and Zoning Commission on June 14, 2017. Mr. Cervantes highlighted the zoning designations of the surrounding properties and the land uses to the north, east, west, and south. The City’s Future Land Use Plan shows this area as low density residential. The rezoning request is not consistent with the low-density residential designated in the Future Land Use Plan and is not consistent with the surrounding land uses to the north, south, and west. Staff received one (1) email from a surrounding property owner opposing a request due to the existing drainage issues in the neighborhood and was concerned with the proposed development it would add to the drainage issues. The property owner submitted a petition with an estimated 32% of the notified property owners. As an alternative, the Planning and Zoning Commission may approve a Duplex Residential ("R-2") District, which is an area for development of a duplex on lots of 6,000 sq. ft or more or may approve a 3/4-plex residential ("M-1") district, which is an area for development of multi-family units of four or less.

a) Public Hearing

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

Chan Taneja, Donald Lantz, Linda Kurkowski, Alma and Ricardo Solis, Harlingen residents, spoke against the rezoning of the Single-family to Multi-family because the area where the rezoning is being requested is too small and it would diminish their property.

Buddy Moody spoke in favor of the rezoning.

There being no other comments, Mayor Boswell closed the public hearing.

b) Consideration and possible action to approve an ordinance on first reading to rezone from Single Family Residential ("R1") District to Multi-Family Residential ("M2") District for Lot 1, Block 3, Shadowbrook Subdivision, located at the above described location.

Ric Navarro, City Attorney, read the caption of the ordinance.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to deny the ordinance on first reading to rezone from Single Family Residential ("R1") District to Multi-Family Residential ("M2") District for Lot 1, Block 3, Shadowbrook Subdivision, located on the south side of E. Davis Street, East of N. 3rd Street. Motion carried unanimously.

8) Public hearing to consider an ordinance on first reading to amend the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article XVIII, Section 111-509(3) Signs by
amending the sign regulations within the Downtown District Overlay for properties along a state highway. Applicant: City of Harlingen.

Mr. Cervantes stated the City of Harlingen is requesting to amend the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article XVIII, Section 111-509(3); the maximum allowable signage for properties fronting a state highway. The total area of all signs on any building face, shall not exceed the amount of linear building frontage facing the street (measure in feet) multiplied by 1.5. The proposed ordinance would increase the maximum allowable signage for only the properties fronting a state highway (Harrison Street) to 3.0 sq. ft. per linear foot of building facing a street, instead of the 1.5 sq. ft. per linear foot of building facing the street. The proposed signage would be consistent with the current allowable signage permitted in a General Retail (GR) District. The proposed ordinance would also restrict the maximum height for an on-premise free standing sign to 30 ft. Harrison Street is a three lane, 62 ft. wide, one way street with shoulders. The area is zoned General Retail ("GR") and is developed with retail, office and personal service uses.

Discussion was held in regards to the restrictions as to where the signs should be located and what should the signs say.

Mr. Cervantes stated the location of signs in a business can be located anywhere in the property and the sign can only be promoting their business and not any other businesses or events.

a) Public Hearing

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

There being no other comments, Mayor Boswell closed the public hearing.

b) Consideration and possible action to approve an ordinance on first reading to amend the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article XVIII, Section 111-509(3) Signs, by amending the sign regulations within the Downtown District Overlay for properties along a state highway.

Ric Navarro, City Attorney, read the caption of the ordinance.

Motion was made by Commissioner Puente and seconded by Commissioner Leal to approve the ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article XVIII, Section 111-509 (3) Signs, by amending the sign regulations within the Downtown District Overlay for properties along a state highway. Motion carried unanimously.

9) Public hearing to consider an ordinance on first reading to amend the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article II, Section 111-31(g) Amendments, amending the time frame to resubmit rezoning and special use permit applications. Applicant: City of Harlingen.

Mr. Cervantes stated staff is requesting to amend the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article II, Section 111-31(g), regarding the minimum time frame from applicants wanting to resubmit a rezoning and special use permit applications that
was denied by the Planning and Zoning Commission and City Commission. The proposed ordinance would require a minimum six month intervening period after the rezoning or special use permit application has been denied by the Planning and Zoning Commission and the City Commission, before a rezoning or special use permit application can be applied again for reconsideration by the Planning and Zoning and City Commission.

a) Public Hearing

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

Kathy Sheldon questioned the time frame when an item is not approved.

Mr. Cervantes replied that the applicant will be able to resubmit after 6 months.

There being no other comments, Mayor Boswell closed the public hearing.

b) Consideration and possible action to approve an ordinance on first reading to amend the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article II, Section 111-31 (g) Amendments, amending the time frame to resubmit rezoning and special use permit applications.

Ric Navarro, City Attorney, read the caption of the ordinance.

Motion was made by Commissioner Puente and seconded by Commissioner Leal to approve the ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article II, Section 111-31 (g) Amendments, to amend the time frame to resubmit rezoning and special use permit applications. Motion carried unanimously.

10) Consideration and possible action to approve a Memorandum of Understanding (MOU) between the Cities of Brownsville, San Benito, and Harlingen to establish a general working agreement to consolidate and coordinate their efforts and resources in the establishment of a Regional Consolidated Plan and Strategy as required by the U.S. Department of Housing and Urban Development and set forth in 24 CFR Part 91 and authorize the Mayor to sign the MOU.

Gabriel Gonzalez, Asst. City Manager, stated participating local government receive an annual allocation of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnership Program (HOME) from HUD. To acquire federal funding from the U.S. Department of Housing and Urban Development (HUD), participating jurisdictions must submit a five (5) year consolidated plan as set forth in 24 CFR, Part 91.200. The consolidated plan describes activities and resources used to meet the needs of low and moderate income families. The consolidated plan is designed to help states and local jurisdictions assess their affordable housing and community development needs; market conditions; and to make data-driven and placed-based investment decisions. Participating jurisdictions must submit an annual action plan which provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be use each year to address the priority needs and specific goals identify by the consolidated plan. The City of Brownsville (COB) through proper procurement procedures and input from the cities obtained request for proposals for a consultant to undertake the development of a regional consolidated plan and its necessary components. The COB will be the lead entity.
Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner De La Rosa to approve a Memorandum of Understanding (MOU) between the Cities of Brownsville, San Benito, and Harlingen to establish a general working agreement to consolidate and coordinate their efforts and resources in the establishment of a Regional Consolidated Plan and Strategy as required by the U.S. Department of Housing and Urban Development and set forth in 24 CFR Part 91 and authorize the Mayor to sign the MOU. Motion carried unanimously.

11) Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen Fire Department, to submit a grant application available through the Office of the Governor Homeland Security Grants Division, under the FY 2020/2021 State Homeland Security Program (SHSP) for the purchase of two all terrain vehicles: one Medical and one Fire/Hazmat Decon unit.

Rogelio Rubio, Fire Chief, stated the Harlingen Fire Department is requesting permission to submit a grant application for FY 2020/2021 State Homeland Security Grant Program for two All Terrain Vehicles (1-Medical and 1-Fire/Hazmat Decon Unit) for response to fire, medical or hazmat incidents in remote areas inaccessible by fire units, and during activation of the Harlingen Fire Department Regional Hazardous Materials Response Team. No matching funds are required from the City for this grant.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to authorize the Mayor, on behalf of the City of Harlingen Fire Department, to submit a grant application available through the Office of the Governor Homeland Security Grants Division, under the FY 2020/2021 State Homeland Security Program (SHSP) for the purchase of two all terrain vehicles: one Medical and one Fire/Hazmat Decon Unit. Motion carried unanimously.

13) Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen, to submit a grant application for funding in the amount of $31,170.00 made available through the Office of the Governor Criminal Justice Division, under the FY 20/21 Justice Assistance Grant (JAG) Program to fund two (2) variable radar message board speed trailers.

Michael Kester, Chief of Police, stated the Harlingen Police Department will be utilizing the Justice Assistance Grant (JAG) Program funds to enhance speed enforcement initiatives by targeting known speeding hot spots for the safety of community.

Motion was made by Commissioner Puente and seconded by Commissioner Uribe to authorize the Mayor, on behalf of the City of Harlingen, to submit a grant application for funding in the amount of $31,170.00 made available through the Office of the Governor Criminal Justice Division, under the FY 20/21 Justice Assistance Grant (JAG) Program to fund two (2) variable radar message board speed trailers. Motion carried unanimously.

14) Consideration and possible action to authorize the Mayor, on behalf of the City Harlingen Municipal Court to submit a grant application for $36,700 through the Office of the Governor Criminal Justice Division FY 2021 Criminal Justice Program-Assistance Grant Program (JAG).

Robert Rodriguez, Finance Director, stated the Harlingen Municipal Court will be utilizing the Justice Assistance Grant Program funds to contract Alternate Judges to preside over
weekday magistrate and arraignment court sessions and training. No matching funds are required from the City.

Motion was made by Commissioner De La Rosa and seconded by Commissioner Leal to authorize the Mayor, on behalf of the City Harlingen Municipal Court, to submit a grant application for $36,700 through the Office of the Governor Criminal Justice Division FY 2021 Criminal Justice Program-Assistance Grant Program (JAG). Motion carried unanimously.

17) Board Appointments

Mayor Boswell appointed Lars Keim to the Planning and Zoning Commission.

Motion was made by Commissioner De La Rosa and seconded by Mayor Pro-Tem Mezmar to approve the appointment of Lars Keim to the Planning and Zoning Commission. Motion carried unanimously.

18) Executive Closed Session on the following items:

a) attorney consultation pursuant to Section 551.071(2), Texas Gov't. Code to receive legal advice pertaining to the City's legal responsibilities and obligations concerning the Tony Butler Golf Course property.

b) pursuant to Chapter 551, Sections 551.087, 551.071 and 551.072 of the Gov't Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project Feather and to seek legal advice from the City Attorney regarding the subject matter.

At 7:08 p.m., Mayor Boswell announced the City Commission would convene into executive session to discuss Item 18 (a & b).

Motion was made by Commissioner De La Rosa and seconded by Commissioner Leal to convene into executive session to discuss Item No. 18 (a & b). Motion carried unanimously.

At 7:49 p.m., Mayor Boswell announced the City Commission had completed its executive session and declared the meeting open to the public.

Adjournment

There being no other business to discuss, Mayor Boswell adjourned the meeting at 7:50 p.m.

City of Harlingen

ATTEST: Chris Boswell, Mayor

Mayra Herrera, Asst. City Secretary
ORDINANCE NO. 20-____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT TO TANIA CANTU SALINAS TO ALLOW AN ADULT BUSINESS (MICROBLADING STUDIO) IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 2222 S. EXPRESSWAY 83, SUITE 505, SUBJECT TO: (1) MAINTAINING THE EXISTING OFF-STREET PARKING; (2) MAINTAINING THE EXISTING LANDSCAPING; (3) OBTAIN AND MAINTAIN THE PROPER STATE PERMITS; AND (4) COMPLIANCE WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING & DEVELOPMENT DEPARTMENT, BUILDING INSPECTIONS DEPARTMENT, FIRE PREVENTION DEPARTMENT, AND POLICE DEPARTMENT.

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 issued a special use permit as indicated:

To Issue a Special Use Permit to Tania Cantu Salinas to allow an adult business (microblading studio) in a General Retail (GR) District located at 2222 S. Expressway 83, Suite 505, subject to: (1) Maintaining the existing off-street parking; (2) maintaining the existing landscaping; (3) obtain and maintain the proper state permits; and (4) Compliance with the requirements administered by the Planning & Development Department, Building Inspections Departments, Fire Prevention Department, and Police Department.

The provisions prohibiting the violation of the Zoning Ordinance shall continue in full force and effect and apply to this amendment.

The special use permit is made contingent upon a site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as EXHIBIT "A".
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 __________, 2020, 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

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
ORDINANCE NO. 20-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT TO DISH NETWORK TO ALLOW A STORAGE CONTAINER IN A LIGHT INDUSTRY (LI) DISTRICT LOCATED AT 2809 E GRIMES, SUBJECT TO: (1) THE SUP WILL BE FOR ONE (1) CONTAINER AND BE VALID FOR NO MORE THAN 90 CONSECUTIVE DAYS; (2) THE OTHER THREE (3) CONTAINERS WILL NEED TO BE REMOVED FROM THE PREMISES; (3) THE STORAGE CONTAINER MUST BE LOCATED IN THE REAR OF THE PROPERTY AND MUST BE SCREENED FROM ORDINARY PUBLIC VIEW BY APPROPRIATE MEANS, INCLUDING A FENCE, RAPIDLY GROWING TREES, OR SHRUBBERY; (4) COMPLIANCE WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING & ZONING, FIRE PREVENTION, AND BUILDING INSPECTIONS DEPARTMENTS.

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 issued a special use permit as indicated:

To Issue a Special Use Permit to Dish Network to allow a Storage Container in a Light Industry (LI) District located at 2809 E Grimes, subject to: (1) The SUP will be for one (1) container and be valid for no more than 90 consecutive days; (2) The other three (3) containers will need to be removed from the premises; (3) The storage container must be located in the rear of the property and must be screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery; (4) Compliance with the requirements administered by the Planning & Zoning, Fire Prevention, and Building Inspections Departments.
The provisions prohibiting the violation of the Zoning Ordinance shall continue in full force and effect and apply to this amendment.

The special use permit is made contingent upon a site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as EXHIBIT “A”.

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 ______________, 2020, 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

____________________________
Chris Boswell, Mayor

ATTEST:

____________________________
Amanda C. Elizondo, City Secretary
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM LIGHT INDUSTRY ("LI") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT FOR LOTS 3 & 4, BLOCK 1, LOTS 3 & 4, AND 9 & 10, BLOCK 2, AND LOTS 3 & 4, BLOCK 3, HARLINGEN NORTH BUSINESS CENTER SUBDIVISION; AND REZONE FROM LIGHT INDUSTRY ("LI") DISTRICT TO RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT FOR LOTS 5-16, BLOCK 1, LOTS 5 & 6, AND 11 & 12, BLOCK 2, LOTS 5-23, BLOCK 3, AND LOTS 1-9, BLOCK 4, HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, LOCATED ON THE EAST SIDE OF EXPRESSWAY 77 SOUTH OF LOOP 499; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure, has recommended a change in the zoning classification for certain described real property in the City of Harlingen; and it is deemed to be in the best interest of the City of Harlingen in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed rezoning having been fully made and complied with as required by said Zoning Ordinance and applicable laws of the State of Texas; and the City Commission of the City of Harlingen having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same is herewith amended by the following described property being changed for permissive zone use as indicated:

Rezoning from Light Industry ("LI") District to General Retail ("GR") District for Lots 3 & 4, Block 1, Lots 3 & 4, and 9 & 10, Block 2, and Lots 3 & 4, Block 3, Harlingen North Business Center Subdivision; and rezone from Light Industry ("LI") District to Residential, Multi-Family ("M-2") District for Lots 5-16, Block 1, Lots 5 & 6 and 11 & 12, Block 2, and Lots 5-23, Block 3, and Lots 1-9, Block 4, Harlingen North Business Center Subdivision located on the east side of Expressway 77 south of Loop 499
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 ____________, 2020 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

__________________________
Chris Boswell, Mayor

ATTEST:

__________________________
Amanda C. Elizondo, City Secretary
Request to rezone from Light Industry ("LI") District to General Retail ("GR") District for Lots 3 & 4, Block 1, Lots 3 & 4, and 9 & 10, Block 2, and Lots 3 & 4, Block 3, Harlingen North Business Center Subdivision; and rezone from Light Industry ("LI") District to Residential, Multi-Family ("M-2") district for Lots 5-16, Block 1, Lots 5 & 6, and 11 & 12, Block 2, Lots 5-23, Block 3, and Lots 1-9, Block 4, Harlingen North Business Center Subdivision, located on the east side of Expressway 77 south of Loop 499. Applicant: Connie Trevino.
ORDINANCE NO. 20-_______

AN ORDINANCE TO REPEAL ORDINANCE 12-7 AND REMOVE A "NO PARKING ZONE" ON THE SOUTH SIDE OF HARRISON AVENUE 46 FEET WEST OF THE INTERSECTION OF ELEVENTH STREET; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That repeal of Ordinance 12-7 removes an existing "No Parking Zone" located in front of 1022 E. Harrison on the south side of Harrison Avenue 46 feet west of the intersection of 11th Street;

SECTION II: The Chief of Police of the City of Harlingen, Texas is hereby authorized and directed to remove the traffic control devices authorized by ordinance 12-7.

SECTION III: The repeal of Ordinance 12-7 through this Ordinance shall not restrict or inhibit the Chief of Police of the City of Harlingen, Texas or his forces in enforcing State and Local laws governing the Stopping, Standing, or Parking Prohibition requirements of automobiles in certain places including intersections.

SECTION IV: 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 __________, 2020 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

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
Existing No Parking Zone to be Removed at 1022 E. Harrison Ave.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 4/1/2020

<table>
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<tr>
<th>Agenda Item:</th>
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<tr>
<td>Consideration and possible action to approve a refund of property taxes paid by J C Penny Co. (Popp Hutcheson PLLC) on account #18-4110-0010-0020-00.</td>
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<tr>
<th>Prepared By (Print Name):</th>
<th>Robert Rodriguez</th>
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<tr>
<td>Title:</td>
<td>Finance Director</td>
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<td>Signature:</td>
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<tr>
<th>Brief Summary:</th>
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<tr>
<td>This refund request in the amount of $3,054.60 for account # 18-4110-0010-0020-00 is due to an adjustment. The adjustment is due to change of value for year 2019.</td>
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<td>Total amount of refund requested is $3,054.60.</td>
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<td>Refunds over $500.00 require Commission approval.</td>
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<th>Funding (if applicable):</th>
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<td>Are funds specifically designated in the current budget for the full amount for this purpose?</td>
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<td>*If no, specify source of funding and amount requested:</td>
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<td>Finance Director’s approval:</td>
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<th>Staff Recommendation:</th>
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<td>Staff recommends approval of refund.</td>
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| City Manager’s approval: | ☐ Yes ☐ No ☐ N/A |

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<th>Comments:</th>
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| City Attorney’s approval: | ☑ Yes ☐ No ☐ N/A |
MEMORANDUM

TO: Robert Rodriguez
City of Harlingen

FROM: Aurora Lozano
TAX OFFICE
Harlingen, Texas 78550

DATE: March 12, 2020

RE: Account #18-4110-0010-0020-00, J C Penney Co (Popp Hutcheson PLLC)

Attached please find a refund of over $500 which will require Commissioner’s approval. Please let this memo serve as a request for this refund to be considered for approval of disbursement on the next Commissioner’s meeting.

The enclosed refund request is due to an adjustment. The adjustment is due to change of value for year “2019” per agreed judgement. (See Attached)

Therefore the amount of $3,054.60 to be refunded to:

J C Penney Co #2140-2
C/O Popp Hutcheson PLLC
1301 S Mopac Expressway, Suite 430
Austin, Texas 78746

Should you have any questions regarding this matter, please contact me at (956)428-7999
## Appraisal Value Certification

**Situs:** 2006 S EXPRESSWAY 83  
**Ref ID 2:** LOT 2 BLK 1 MALL #2 REPLAT 7.258 ACRES  
**Legal:**  
**Entities:** CAD, CHG, GCC, IHG, SAN, SST, THG3, TR2  
**Exemptions:**

### HARLINGEN C.I.S.D (IHG)

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### SOUTH TEXAS I.S.D (SST)

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### CITY OF HARLINGEN (CHG)

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**Appraisal Value Certification**

| PropID : | 73360 |
| Certification Year : | 2019 |
| Supplement number : | 26 |
| GeoID: | 18-4110-0010-0020-00 |
| Owner: | J.C. PENNEY CO #2140-2 |
| | PROPERTY TAX OFFICE |
| | PO BOX 10001 |
| | DALLAS, TX 75301-0001 |

**Entity: PORT OF HARLINGEN (SAN)**

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**Entity: CENTRAL APPRAISAL DISTRICT (CAD)**

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**Entity: CHG-SPUR 54 - TAX INCREMENT ZONE 3 (THG3)**

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**Entity: C.C. Regional Mobility Authority - TIRZ #2 (TR2)**

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GROUP CODE: 346
SUPP CODE: 42.41

REASON: Change value for 2019 as per Sec. 42.41 of The Texas Property Tax Code and pursuant to agreed Judgment Cause No. 2019-DCL-5515 3/11/2020....RP

PREPARED BY: CAMERON APPRAISAL DISTRICT
PO BOX 1010
2021 AMISTAD DR SAN BENITO TX 78586

VALUE CERTIFIED BY: CHIEF APPRAISER

Page 2 of 2
CAUSE NO. 2019-DCL-5515

IN THE DISTRICT COURT

197th JUDICIAL DISTRICT

IN THE DISTRICT COURT

197th JUDICIAL DISTRICT

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IN THE DISTRICT COURT
jurisdiction in any subsequent years. This agreement is not intended by either party as an
admission of the market value of the subject property, nor shall same be represented by either
party as to the other, as an admission. Further, the existence, terms, and contents of this Agreed
Judgment shall not be admissible in any judicial or administrative proceeding as against either
party except as may be necessary to enforce the terms and conditions of said judgment, either
party as to the other.

2. Pursuant to § 42.41 of the Texas Property Tax Code Defendant Cameron Appraisal
District shall revise the 2019 appraisal roll to reflect the following appraised values for the
property described in Plaintiffs’ pleadings:

<table>
<thead>
<tr>
<th>Property ID</th>
<th>Description</th>
<th>2019 Appraised Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>57660</td>
<td>JC Penney #2806</td>
<td>$4,772,930</td>
</tr>
<tr>
<td>73360</td>
<td>JC Penney #2140</td>
<td>$3,250,000</td>
</tr>
</tbody>
</table>

3. The undersigned parties shall, as soon as possible following execution of this
agreement, do, or cause their attorneys to do, whatever is reasonably necessary to effect this
agreement, including compliance with the provisions of §§ 42.41 through 42.43 of the Texas
Property Tax Code.

4. The parties herein acknowledge that § 42.43, Texas Property Tax Code, provides for
payment of interest on any refund made as a result of a final determination of an appeal which
decreases a property owner’s tax liability; however, each Plaintiff and any refund designee
hereby agree to waive any such applicable right to receive interest on any such refund, provided,
that such refund is delivered to the Plaintiff or its refund designee on or before the 120th day after the
date the Chief Appraiser for Defendant certifies a correction to the appraisal roll reflecting the
revisions to the appraisal roll as set forth in this Agreed Judgment.
5. Texas Property Tax Code § 42.43(f) provides that the final judgment in an appeal may designate to whom and where a refund is to be sent. Accordingly, the refund shall be sent to the following person at the following address:

________________________
________________________
________________________
________________________

6. All costs and attorney fees are to be borne by the party incurring same.

7. All other relief not specifically granted herein is denied.

8. This judgment finally disposes of all claims and all parties.

Signed this ______ day of ________________, 2020

________________________
JUDGE PRESIDING

FILED
2019-DCL-05515
March 10, 2020 2:57 pm
ELVIRA S. ORTIZ
CAMERON COUNTY DISTRICT CLERK
BY: Zepeda, Ezequiel
3/10/2020 Emailed

APPROVED AS TO FORM AND SUBSTANCE:

POPP HUTCHESON PLLC
1301 S. Mopac, Suite 430
Austin, Texas 78746
(512) 473-2661 - Telephone
(512) 479-8013 - Facsimile

Andrew Albright
State Bar No. 24082612
Andrew.Albright@property-tax.com

Daniel Smith
State Bar No. 24013525
Daniel.Smith@property-tax.com

Gregory M. Hart
State Bar No. 24036734
Greg.Hart@property-tax.com

ATTORNEY FOR PLAINTIFFS

LOW SWINNEY EVANS & JAMES, PLLC
3305 Northland Drive, Suite 500
Austin, Texas 78731
(512) 379-5800
(512) 476-6685 (fax)

By: James R. Evans, Jr.
State Bar No. 06721500
jevans@lsejlaw.com

ATTORNEY FOR DEFENDANT
**AGENDA ITEM**  
**EXECUTIVE SUMMARY**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agenda Item:</strong></td>
<td>Conduct a public hearing and take action to consider a request to approve a resolution in support of the Sunland Country Housing Community Application to the Texas Department of Housing and Community Affairs 2020 Non-Competitive four (4) percent Housing Tax Credits for the proposed Sun Country Housing Development.</td>
</tr>
</tbody>
</table>

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

**Brief Summary:**

Sunland Country, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Non-Competitive four (4) percent Housing Tax Credits for the Sunland Country Housing Community to be constructed at the southwest corner of Ed Carey Drive and West Lamb Road. The proposed multi-family development will consists of 166 units.

To the present, staff has received two calls from surrounding property owners who reported objection to the requested development.

**Funding (if applicable):**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are funds specifically designated in the current budget for the full amount for this purpose?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Finance Director’s approval:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
</table>

**Staff Recommendation:**

**City Manager’s approval:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
</table>

**City Attorney’s approval:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
</table>

*Pending review by City Attorney.*

Exhibit: "A"  
3/26/20
March 6, 2020

Honorable Mayor, City Commissioners, and City Manager
City of Harlingen
118 East Tyler
Harlingen, Texas 78550

Dear Mayor, City Commissioners, and City Manager:

The South Texas Collaborative for Housing Development, a 501(c)(3) nonprofit entity is proposing to develop a 166-unit multifamily workforce housing in Harlingen. The development named Sunland Country Apartments will be developed on a 13-acre site located at the southwest corner of Ed Carey Drive and West Lamb Road. We understand that no zoning change is required for the construction of apartments at this location. As required by the funding agency requirements, a single purpose entity named Sunland Country, LP was formed to undertake the development and that entity will be the applicant and owner of the development for all purposes.

Sunland Country, LP is requesting a no objection resolution from the City Commission of the City of Harlingen to be included in the application to the Texas Department of Housing and Community Affairs (TDHCA) for a Housing Tax Credit Allocation. A draft copy of the resolution is included. The application to TDHCA for 4% Housing Tax Credit is a non-competitive applications and chances of receiving an award is great. The development is a $25,000,000 development and it will employ 100 employees during the construction period of 14 months. This development will assist to increase student population for the Harlingen Independent School District and will also house veterans near the VA Clinic. This workforce housing is truly an economic development tool for the community and will be complimentary to the business community.

We request this item be placed on the next City Commission agenda of March 2020 and favorably consider approval so that we can include the resolution in our application to TDHCA. If you have any questions or need any additional information, please do not hesitate to contact me at (956) 778-7030.

Sincerely,

Sunny K. Philip
Executive Director

Enclosures:

P.O. Box 329, La Feria, Texas 78559-5002
Phone: (956) 797-2324 Fax: (956) 277-0242
Texas Government Code § 2306.67071 Additional Application Requirement: Notice, Hearing, And Resolution By Certain Governing Bodies

Sec. 2306.67071. ADDITIONAL APPLICATION REQUIREMENT: NOTICE, HEARING, AND RESOLUTION BY CERTAIN GOVERNING BODIES. (a) Before submitting to the department an application for housing tax credits for developments financed through the private activity bond program, including private activity bonds issued by the department, the Texas State Affordable Housing Corporation, or a local issuer, an applicant must provide notice of the intent to file the application to:

(1) the governing body of a municipality in which the proposed development site is to be located;

(2) subject to Subdivision (3), the commissioners court of a county in which the proposed development site is to be located, if the proposed site is to be located in an area of a county that is not part of a municipality; or

(3) the commissioners court of a county in which the proposed development site is to be located and the governing body of the applicable municipality, if the proposed site is to be located in the extraterritorial jurisdiction of a municipality.

(b) A county or municipality, as applicable, shall hold a hearing at which public comment may be made on the application.

(c) The board may not approve an application for housing tax credits for developments financed through the private activity bond program unless the applicant has submitted to the department a certified copy of a resolution from each applicable governing body described by Subsection (a). The resolution must certify that:

(1) notice has been provided to each governing body as required by Subsection (a);

(2) each governing body has had sufficient opportunity to obtain a response from the applicant regarding any questions or concerns about the proposed development;

(3) each governing body has held a hearing under Subsection (b); and
(4) after due consideration of the information provided by the applicant and public comment, the governing body does not object to the proposed application.

(d) The department by rule may provide for the time and manner of the submission to the department of a resolution required by Subsection (c).

Added by Acts 2013, 83rd Leg., R.S., Ch. 1079 (H.B. 3361), Sec. 2.02, eff. September 1, 2013.
SUNLAND COUNTRY APARTMENTS - HARLINGEN

DEVELOPMENT HIGHLIGHTS

1. Units 166 (6 - 1 BR, 84 - 2 BR, 60 - 3 BR, 16 - 4 BR)
2. Gated community
3. Family housing geared as workforce housing for middle class family
4. Veterans will be housed using VOSH vouchers
5. Land size 13 acres
6. Location: Southwest Corner of Ed Carey Drive and West Lamb Road
7. Zoning: Approved zoning in place that allows construction of apartments
8. Other Amenities: Club House, Business Office with WiFi Connection, Washer and Dryer connections in all units, Laundry Facility, Exercise Room, Pavilion, Splash Pad, Tot Lot, Playground, and Dog Park
INTERIOR PERSPECTIVE 1

INTERIOR PERSPECTIVE 2

CLUBHOUSE - EXTERIOR PERSPECTIVE
## SUNLAND COUNTRY APARTMENTS - HARLINGEN

### INCOME LIMITS

<table>
<thead>
<tr>
<th>HOUSEHOLD MEMBERS</th>
<th>50% AMFI INCOME</th>
<th>60% AMFI INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$20,550</td>
<td>$24,660</td>
</tr>
<tr>
<td>2</td>
<td>$23,500</td>
<td>$28,200</td>
</tr>
<tr>
<td>3</td>
<td>$26,450</td>
<td>$31,470</td>
</tr>
<tr>
<td>4</td>
<td>$29,350</td>
<td>$35,220</td>
</tr>
<tr>
<td>5</td>
<td>$31,700</td>
<td>$38,040</td>
</tr>
<tr>
<td>6</td>
<td>$34,050</td>
<td>$40,860</td>
</tr>
<tr>
<td>7</td>
<td>$36,400</td>
<td>$43,860</td>
</tr>
<tr>
<td>8</td>
<td>$38,750</td>
<td>$46,500</td>
</tr>
</tbody>
</table>

Harlingen's Median Household Income 2017: $38,744

Harlingen households that will qualify based on income: 13,511.00

Percentage of Harlingen households qualify based on income: 59%

### RENT LIMITS

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>50% AMFI RENT</th>
<th>60% AMFI RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$550</td>
<td>$660</td>
</tr>
<tr>
<td>2</td>
<td>$661</td>
<td>$793</td>
</tr>
<tr>
<td>3</td>
<td>$763</td>
<td>$915</td>
</tr>
<tr>
<td>4</td>
<td>$851</td>
<td>$1,021</td>
</tr>
</tbody>
</table>
# Texas Department of Housing and Community Affairs
**Rent and Income Limits**
(As of 6/28/2019)

**Project:** Sunland Country Apartments - Harlingen

**Instructions:**
(1) Choose the county in which your project is located.
(2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
(3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
(4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
(5) Select the date based on the execution date of your property’s Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

### PLEASE COMPLETE ALL FIELDS.

1. **County:** Cameron
2. **Place:** Harlingen
3. **Financing:** 4% Housing Tax Credits
4. **Project PIS Date:** On or After 6/9/2019

### INCOME LIMITS

<table>
<thead>
<tr>
<th>AMFI (%)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$8,220</td>
<td>$11,400</td>
<td>$10,580</td>
<td>$11,740</td>
<td>$12,880</td>
<td>$13,620</td>
<td>$14,560</td>
<td>$15,500</td>
</tr>
<tr>
<td>30</td>
<td>$12,380</td>
<td>$16,800</td>
<td>$15,670</td>
<td>$17,610</td>
<td>$19,020</td>
<td>$20,430</td>
<td>$21,840</td>
<td>$23,250</td>
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<tr>
<td>40</td>
<td>$16,440</td>
<td>$21,160</td>
<td>$20,480</td>
<td>$23,560</td>
<td>$25,740</td>
<td>$27,920</td>
<td>$29,120</td>
<td>$30,300</td>
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<tr>
<td>50</td>
<td>$20,530</td>
<td>$26,450</td>
<td>$25,350</td>
<td>$29,350</td>
<td>$31,350</td>
<td>$34,050</td>
<td>$36,000</td>
<td>$38,750</td>
</tr>
<tr>
<td>60</td>
<td>$24,660</td>
<td>$31,740</td>
<td>$30,650</td>
<td>$35,220</td>
<td>$38,040</td>
<td>$40,860</td>
<td>$43,680</td>
<td>$41,760</td>
</tr>
<tr>
<td>70</td>
<td>$28,770</td>
<td>$37,030</td>
<td>$36,030</td>
<td>$41,090</td>
<td>$44,380</td>
<td>$47,670</td>
<td>$50,960</td>
<td>$54,250</td>
</tr>
<tr>
<td>80</td>
<td>$32,880</td>
<td>$41,320</td>
<td>$40,320</td>
<td>$46,960</td>
<td>$50,720</td>
<td>$54,480</td>
<td>$58,140</td>
<td>$62,000</td>
</tr>
</tbody>
</table>

**Number of Household Members**

### RENT LIMITS

<table>
<thead>
<tr>
<th>AMFI (%)</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$205</td>
<td>$220</td>
<td>$264</td>
<td>$305</td>
<td>$317</td>
<td>$375</td>
</tr>
<tr>
<td>30</td>
<td>$308</td>
<td>$330</td>
<td>$396</td>
<td>$457</td>
<td>$510</td>
<td>$563</td>
</tr>
<tr>
<td>40</td>
<td>$411</td>
<td>$440</td>
<td>$529</td>
<td>$610</td>
<td>$681</td>
<td>$751</td>
</tr>
<tr>
<td>50</td>
<td>$513</td>
<td>$550</td>
<td>$661</td>
<td>$763</td>
<td>$851</td>
<td>$939</td>
</tr>
<tr>
<td>60</td>
<td>$616</td>
<td>$660</td>
<td>$793</td>
<td>$915</td>
<td>$1,021</td>
<td>$1,127</td>
</tr>
<tr>
<td>70</td>
<td>$719</td>
<td>$770</td>
<td>$925</td>
<td>$1,068</td>
<td>$1,109</td>
<td>$1,335</td>
</tr>
<tr>
<td>80</td>
<td>$822</td>
<td>$881</td>
<td>$1,058</td>
<td>$1,211</td>
<td>$1,362</td>
<td>$1,503</td>
</tr>
</tbody>
</table>

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2019 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated place then select "Not Listed" even if your mailing address reflects the place name.

3. The Carryover / Determination Notice / Subaward Agreement Date field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9%.


5. For Housing Tax Credit property(ies) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

* Revised 6/28/2019
### Harlingen Households By Income

<table>
<thead>
<tr>
<th>HOUSEHOLDS BY INCOME</th>
<th>2012 NUMBER</th>
<th>2012 PERCENT</th>
<th>2017 NUMBER</th>
<th>2017 PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household</td>
<td>21,797</td>
<td>100%</td>
<td>22,843</td>
<td>100%</td>
</tr>
<tr>
<td>&lt; $15,000</td>
<td>5,066</td>
<td>23.2%</td>
<td>5,170</td>
<td>22.6%</td>
</tr>
<tr>
<td>$15,000-$24,999</td>
<td>3,489</td>
<td>16.0%</td>
<td>2,933</td>
<td>12.8%</td>
</tr>
<tr>
<td>$25,000-$34,999</td>
<td>2,757</td>
<td>12.6%</td>
<td>2,361</td>
<td>10.3%</td>
</tr>
<tr>
<td>$35,000-$49,999</td>
<td>3,374</td>
<td>15.5%</td>
<td>3,047</td>
<td>13.3%</td>
</tr>
<tr>
<td>$50,000-$74,999</td>
<td>3,627</td>
<td>16.6%</td>
<td>4,846</td>
<td>21.2%</td>
</tr>
<tr>
<td>$75,000-$99,999</td>
<td>1,279</td>
<td>5.9%</td>
<td>1,801</td>
<td>7.9%</td>
</tr>
<tr>
<td>$100,000-$149,999</td>
<td>1,478</td>
<td>6.8%</td>
<td>1,825</td>
<td>8.0%</td>
</tr>
<tr>
<td>$150,000-$199,999</td>
<td>424</td>
<td>1.9%</td>
<td>512</td>
<td>2.2%</td>
</tr>
<tr>
<td>$200,000+</td>
<td>303</td>
<td>1.4%</td>
<td>348</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

**Median Household Income**  $33,102

**Average Household Income**  $46,978

**Per Capita Income**  $16,051

Data Note: Income reported for July 1, 2017 represents annual income for the preceding year, expressed in current (2016) dollars, including an adjustment for inflation.

Consideration and possible action to approve a resolution in support of the Sunland Country Housing Community Application to the Texas Department of Housing and Community Affairs 2020 Non-Competitive four (4) percent Housing Tax Credits for the proposed Sun Country Housing Development.

Zoning Designations

- General Retail (GR)
- Heavy Industry (HI)
- Light Industry (LI)
- Multi Family Residential (M2)
- Mobile Home Residential (MH)
- Not-Designated (N)
- 3/4 Plex Residential (M1)
- 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 9.25.19
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: April 01, 2020

Agenda Item:
Consideration and possible action to allow city personnel to demolish the unsafe structures located at 509 North “L” Street legally described as Lot 4, Summit Heights Subdivision and, 513 and 517 North “L” Street legally described as Lots 1-3, Summit Heights Subdivision and to not place a lien to the property owner in an effort to remove community blight.

Prepared By (Print Name): Xavier Cervantes, AICP
Title: Director of Planning & Development
Signature:

Brief Summary:
The Clearance and Demolition Program was created to protect the public’s health, safety and general welfare of the citizens of Harlingen. In order for the City of Harlingen to continue to do that, these vacant structures are considered unsafe and need to be demolished and the debris removed. Removing these unsafe structures will greatly improve the neighborhood. The three structures have been identified at 509, 513 and 517 North “L” street across Lon. C. Hill pool. Funds are available from the Code Compliance Division budget to fund the tipping fees at the landfill. Attached please find the consent form from the property owner and site pictures. Due to limited resources the property owner is requesting that a lien not be placed in the properties for the demolition and tipping fee expenses.

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

Finance Director’s approval:  

Staff Recommendation:
In the best interest of the public health, safety and welfare, staff recommends the demolition of these unsafe structures

City Manager’s approval:  

Comments:

City Attorney’s approval:  

3/26/20
Operation Crackdown
A project of
The City of Harlingen

THE STATE OF TEXAS}
COUNTY OF CAMERON}

Application for assistance, Indemnity Agreement, and Covenant Not to Sue the City of Harlingen, Texas, and/or other agencies, individuals, and organizations involved in Operation Crackdown in connection with the demolition of the structure(s) located at:

513 North “L” St.

In consideration of agents and employees of the City of Harlingen and other individuals and organizations involved in Operation Crackdown, going upon the property located at:

513 North “L” St..

Harlingen, Cameron County, Texas, being further described as Harlingen - Harlingen-Summit Heights Lots 1-2-3, Subdivision for the purpose of demolishing the unsafe structure thereon,

being of legal age and the owner of said property, do hereby covenant and agree that:

(1) I WILL INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES RESULTING FROM NEGLIGENT ACTS OF INDEMNITEES OR FROM THE DEMOLITION OF ANY STRUCTURE LOCATED ON THE PROPERTY DESCRIBED HEREINABOVE;

(2) I WILL NEVER INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY, OR OTHERWISE, AGAINST INDEMNITEES; AND

(3) I WILL NEVER INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OF PROSECUTION OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR DAMAGES, COSTS, LOSS OF SERVICE, EXPENSES OR COMPENSATION FOR OR ON ACCOUNT OF ANY DAMAGES TO THE PROPERTY DESCRIBED ABOVE OR ANY STRUCTURE THEREON, OR FOR OR ON ACCOUNT OF ANY DAMAGES OR INJURIES INCURRED BY ANY PERSON OR ENTITY AS A RESULT OF THE ACTIVITIES OF OPERATION CRACKDOWN.

I hereby agree that such covenant not to sue shall be binding on my heirs and assigns. I will not transfer any cause of action to another party concerning the transaction hereinabove described.

I hereby declare that I am the owner of the above described property and admit that the structure located thereon is abandoned and a nuisance as defined by the laws of the State of Texas and substandard as defined in the Harlingen City Code. I further declare that I am unable because of
good reason to undertake the demolition of said structure and I have requested Operation Crackdown to undertake such demolition. I have been given the opportunity to consult with my attorney regarding the terms and conditions of this agreement.

I also declare that I am authorized to sign this document on behalf of any heir or any other person with an interest in the property described above, and I have disclosed the identity of such heir, mortgagee, lien holder, or other person to Operation Crackdown.

I understand that Operation Crackdown has agreed to demolish the structure(s) located on the property described above. I also understand that in consideration for my execution of this agreement, Operation Crackdown agrees to assume all demolition and related expenses incurred in connection with such demolition.

Owner Signature

Oscar Eduardo Cantu

Owner Printed Name

513 North “L” St.
Address of Owner

THE STATE OF: Texas
COUNTY OF: Cameron

On March 29th, 2019, Oscar Eduardo Cantu, personally appeared before me, whose identity I proved on the basis of Divers license, to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 126824427
Expires September 3, 2022

Notary Public in and for Cameron Texas

My Commission Expires: 09-03-22
Covenant Not to Sue and Indemnity Agreement

State of Texas
County of Cameron

That I/We, [Insert Last Name], as the owners of the property located at 513 North “L” St., Harlingen, Cameron County, Texas, 78550, and further described as Harlingen—SUMMIT HEIGHTS LOTS 1-2-3, (Premises) and owner of a structure located on the Premises which is unsafe and needs to be demolished (Unsafe Structure;) in consideration of employees, officers, and agents of the City of Harlingen (City) and other individuals and organization (City Agents) going on to the Premises to demolish the Unsafe Structures on the Premises, and being 18 years or older and of sound mind, do hereby Covenant:

(1) The Unsafe Structure on the Premises is abandoned and is a nuisance as defined by the Harlingen Code of Ordinances and/or state law. I/We am unable to demolish the Unsafe Structure and hereby request the City or City Agents to demolish the Unsafe Structure for my benefit and the benefit of the citizens of Harlingen. It is my understanding the premises and unsafe structures are being used for illegal activity without my consent.

(2) I/We have been given the opportunity to discuss this Covenant Not to Sue and Indemnity Agreement with my attorney. I understand that I/We cannot sue City or City Agents for any damages to me or my Premises or Unsafe Structure due to city or City Agents demolishing the Unsafe Structure. I/We also understand that I/We must indemnify City and City Agents if a third party sues City or City Agents for damages due to City or City Agents demolishing the Unsafe Structure.

(3) I/We have disclosed to City and City Agents the identity of any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure, and affirmatively state that I/We have authority to sign the Covenant Not to Sue and Indemnity Agreement on behalf of myself, any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure.

(4) In consideration for: my execution of this Covenant Not to Sue and Indemnity Agreement, City and/or City Agents agree to assume all costs incurred in demolishing the Unsafe Structure and properly disposing of its debris.

(5) I/We covenant not to sue the City or City Agents for any damage that I/We or the Premises may suffer due to City or City Agents demolishing the Unsafe Structure on the Premises; and that this covenant must be binding on my heirs and assigns; and that I/We will not transfer any cause of action relating to the demolition of the Unsafe Structure on the Premises to a third party.

(6) I/We covenant to indemnify (pay for) City and City Agent for all damages to a third party that may be imposed due to the negligent acts or omissions of City or City Agents in demolishing the Unsafe Structure on the Premises.
OWNER:

Oscar Eduardo Cantu

Name

Cantu

Signature

Date

03/29/19

Address

1309 West Jefferson Ave Harlingen, TX 78550

THE STATE OF: Texas

COUNTY OF: Cameron

On March 29th, 2013, Oscar Eduardo Cantu personally appeared before me, whose identity I proved on the basis of his Texas driver's license to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 1228244227
Expires September 3, 2022

Notary Public in and for Cameron, Texas

County

State

My Commission Expires: 09-03-23
AGREEMENT TO PARTICIPATE

The City of Harlingen (hereinafter referred to as "City") and the owner of the Structure (hereinafter referred to as Owner) represent that they have obtained all approvals, license, consents, waivers, permits and any other authorizations (including environmental assessments, statements, permits and historical clearance) required by law or otherwise, prior to the demolition of the Structure and removal and disposal of resultant debris at a landfill selected by the City. The City and the Owner will be responsible for the accurate identification of the structure to be demolished and will arrange to have a representative from each of the local utility organizations at the site at the commencement of demolition to ensure the location and proper disconnection of the effected utilities. Actual demolition and removal of resultant debris will be accomplished by Guard personnel following the plans and directions of a City representative who will be on-site at all times during demolition.

The City and the Owner acknowledge that they: (1) had full opportunity to receive the advice of counsel; (2) received consideration for the indemnification of the Guard, their agents and employees; (3) had adequate opportunity to deliberate and consider the full consequences of this agreement; and (4) specifically promise and agree to relieve the Guard, their agents and employees, from liability for any and all losses, claims, damage, negligence, judgements or other expenses incurred in connection with the demolition of the structure and the removal and disposal of the resultant debris.

The City and the Owner fully comprehend all potential rights and liabilities they are assuming in the execution of this agreement.

The persons whose signatures appear below represent that they are authorized to sign this agreement on behalf of the person or entity indicated below their respective signature lines and have initialed each page of this agreement.

<table>
<thead>
<tr>
<th>OWNER</th>
<th>CITY</th>
<th>GUARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Jose Manuel Aceves</td>
<td>Name</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td>Signature</td>
</tr>
<tr>
<td>Structure Owner</td>
<td>CITY Harlingen</td>
<td>NATIONAL GUARD</td>
</tr>
<tr>
<td>Title</td>
<td>Name</td>
<td>Title</td>
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<tr>
<td>1309 West Jefferson Ave</td>
<td>502 E. Tyler</td>
<td></td>
</tr>
<tr>
<td>Harlingen, TX 78550</td>
<td>Harlingen, TX 78550</td>
<td>Address</td>
</tr>
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<td></td>
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</table>


Operation Crackdown
A project of
The City of Harlingen

THE STATE OF TEXAS

COUNTY OF CAMERON

Application for assistance, Indemnity Agreement, and Covenant Not to Sue the City of Harlingen, Texas, and/or other agencies, individuals, and organizations involved in Operation Crackdown in connection with the demolition of the structure(s) located at:

513 North “L” St.

In consideration of agents and employees of the City of Harlingen and other individuals and organizations involved in Operation Crackdown, going upon the property located at:

513 North “L” St.

Harlingen, Cameron County, Texas, being further described as Harlingen-HARLINGEN-SUMMIT HEIGHTS LOT 4. Subdivision for the purpose of demolishing the unsafe structure thereon,

I, Oscar Eduardo Contreras being of legal age and the owner of said property, do hereby covenant and agree that:

(1) I WILL INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES RESULTING FROM NEGLIGENT ACTS OF INDEMNITEES OR FROM THE DEMOLITION OF ANY STRUCTURE LOCATED ON THE PROPERTY DESCRIBED HEREINABOVE;

(2) I WILL NEVER INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY, OR OTHERWISE, AGAINST INDEMNITEES; AND

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I hereby agree that such covenant not to sue shall be binding on my heirs and assigns. I will not transfer any cause of action to another party concerning the transaction hereinabove described.

I hereby declare that I am the owner of the above described property and admit that the structure located thereon is abandoned and a nuisance as defined by the laws of the State of Texas and substandard as defined in the Harlingen City Code. I further declare that I am unable because of
good reason to undertake the demolition of said structure and I have requested Operation Crackdown to undertake such demolition. I have been given the opportunity to consult with my attorney regarding the terms and conditions of this agreement.

I also declare that I am authorized to sign this document on behalf of any heir or any other person with an interest in the property described above, and I have disclosed the identity of such heir, mortgagee, lien holder, or other person to Operation Crackdown.

I understand that Operation Crackdown has agreed to demolish the structure(s) located on the property described above. I also understand that in consideration for my execution of this agreement, Operation Crackdown agrees to assume all demolition and related expenses incurred in connection with such demolition.

Oscar Eduardo Cano
Owner Printed Name

513 North “L” St.
Address of Owner

THE STATE OF: Texas
COUNTY OF: Cameron

On March 29th, 2019 Oscar Eduardo Cano personally appeared before me, whose identity I proved on the basis of Driver’s License, to be the signer of the above document, and he/she acknowledged that he/she signed it.

Monica James
Notary Public in and for Cameron, Texas

My Commission Expires: 09-03-23
Covenant Not to Sue and Indemnity Agreement

State of Texas
County of Cameron

That I/We, Oscar Eduardo Contreras (Owner), as the owners of the property located at 513 North “L” St., Harlingen, Cameron County, Texas, 78550, and further described as Harlingen – SUMMIT HEIGHTS LOT 4 (Premises) and owner of a structure located on the Premises which is unsafe and needs to be demolished (Unsafe Structure;) in consideration of employees, officers, and agents of the City of Harlingen (City) and other individuals and organization (City Agents) going on to the Premises to demolish the Unsafe Structures on the Premises, and being 18 years or older and of sound mind, do hereby Covenant:

(1) The Unsafe Structure on the Premises is abandoned and is a nuisance as defined by the Harlingen Code of Ordinances and/or state law. I/We am unable to demolish the Unsafe Structure and hereby request the City or City Agents to demolish the Unsafe Structure for my benefit and the benefit of the citizens of Harlingen. It is my understanding the premises and unsafe structures are being used for illegal activity without my consent.

(2) I/We have been given the opportunity to discuss this Covenant Not to Sue and Indemnity Agreement with my attorney. I understand that I/We cannot sue City or City Agents for any damages to me or my Premises or Unsafe Structure due to city or City Agents demolishing the Unsafe Structure. I/We also understand that I/We must indemnify City and City Agents if a third party sues City or City Agents for damages due to City or City Agents demolishing the Unsafe Structure.

(3) I/We have disclosed to City and City Agents the identity of any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure, and affirmatively state that I/We have authority to sign the Covenant Not to Sue and Indemnity Agreement on behalf of myself, any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure.

(4) In consideration for my execution of this Covenant Not to Sue and Indemnity Agreement, City and/or City Agents agree to assume all costs incurred in demolishing the Unsafe Structure and properly disposing of its debris.

(5) I/We covenant not to sue the City or City Agents for any damage that I/We or the Premises may suffer due to City or City Agents demolishing the Unsafe Structure on the Premises; and that this covenant must be binding on my heirs and assigns; and that I/We will not transfer any cause of action relating to the demolition of the Unsafe Structure on the Premises to a third party.

(6) I/We covenant to indemnify (pay for) City and City Agent for all damages to a third party that may be imposed due to the negligent acts or omissions of City or City Agents in demolishing the Unsafe Structure on the Premises.
OWNER:
Oscar Eduardo Camino

Name
Camino

Signature

Address
1309 West Jefferson Ave Arlington, TX 78550

THE STATE OF: Texas
COUNTY OF: Cameron

On March 29th, 2019, Oscar Eduardo Camino personally appeared before me, whose identity I proved on the basis of a Texas Driver's license, to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 126224427
Expires September 3, 2022

Notary Public in and for Cameron, Texas
County State
My Commission Expires: 09-03-22
AGREEMENT TO PARTICIPATE

The City of Harlingen (hereinafter referred to as “City”) and the owner of the Structure (hereinafter referred to as Owner) represent that they have obtained all approvals, license, consents, waivers, permits and any other authorizations (including environmental assessments, statements, permits and historical clearance) required by law or otherwise, prior to the demolition of the Structure and removal and disposal of resultant debris at a landfill selected by the City. The City and the Owner will be responsible for the accurate identification of the structure to be demolished and will arrange to have a representative from each of the local utility organizations at the site at the commencement of demolition to ensure the location and proper disconnection of the effected utilities. Actual demolition and removal of resultant debris will be accomplished by Guard personnel following the plans and directions of a City representative who will be on-site at all times during demolition.

The City and the Owner acknowledge that they: (1) had full opportunity to receive the advice of counsel; (2) received consideration for the indemnification of the Guard, their agents and employees; (3) had adequate opportunity to deliberate and consider the full consequences of this agreement; and (4) specifically promise and agree to relieve the Guard, their agents and employees, from liability for any and all losses, claims, damage, negligence, judgements or other expenses incurred in connection with the demolition of the structure and the removal and disposal of the resultant debris.

The City and the Owner fully comprehend all potential rights and liabilities they are assuming in the execution of this agreement.

The persons whose signatures appear below represent that they are authorized to sign this agreement on behalf of the person or entity indicated below their respective signature lines and have initiated each page of this agreement.

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<thead>
<tr>
<th>OWNER</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Name: Oscar Eduardo Contreras</td>
<td>Name: Jose Manuel Aceves</td>
<td>Name:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Structure Owner</td>
<td>CITY Harlingen</td>
<td>NATIONAL GUARD</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: 502 E. Tyler</td>
<td>Title:</td>
</tr>
<tr>
<td>1309 West Jefferson Av</td>
<td>Harlingen, TX 78550</td>
<td></td>
</tr>
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<td>Harlingen, TX 78550</td>
<td>Address:</td>
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</tr>
</tbody>
</table>

Address: | Harlingen, TX 78550 | Address: |
Operation Crackdown
A project of
The City of Harlingen

THE STATE OF TEXAS  }

COUNTY OF CAMERON  }

Application for assistance, Indemnity Agreement, and Covenant Not to Sue the City of Harlingen, Texas, and/or other agencies, individuals, and organizations involved in Operation Crackdown in connection with the demolition of the structure(s) located at:

513 North "L" St.

In consideration of agents and employees of the City of Harlingen and other individuals and organizations involved in Operation Crackdown, going upon the property located at:

513 North "L" St.

Harlingen, Cameron County, Texas, being further described as Harlingen–HARLINGEN–SUMMIT HEIGHTS LOT 4. Subdivision for the purpose of demolishing the unsafe structure thereon,

I, Carlos Mariano Cantú Sr., being of legal age and the owner of said property, do hereby covenant and agree that:

(1) I WILL INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES RESULTING FROM NEGLIGENT ACTS OF INDEMNITEES OR FROM THE DEMOLITION OF ANY STRUCTURE LOCATED ON THE PROPERTY DESCRIBED HEREINABOVE;

(2) I WILL NEVER INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY, OR OTHERWISE, AGAINST INDEMNITEES; AND

(3) I WILL NEVER INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OF PROSECUTION OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR DAMAGES, COSTS, LOSS OF SERVICE, EXPENSES OR COMPENSATION FOR OR ON ACCOUNT OF ANY DAMAGES TO THE PROPERTY DESCRIBED ABOVE OR ANY STRUCTURE THEREON, OR FOR OR ON ACCOUNT OF ANY DAMAGES OR INJURIES INCURRED BY ANY PERSON OR ENTITY AS A RESULT OF THE ACTIVITIES OF OPERATION CRACKDOWN.

I hereby agree that such covenant not to sue shall be binding on my heirs and assigns. I will not transfer any cause of action to another party concerning the transaction hereinabove described.

I hereby declare that I am the owner of the above described property and admit that the structure located thereon is abandoned and a nuisance as defined by the laws of the State of Texas and substandard as defined in the Harlingen City Code. I further declare that I am unable because of
good reason to undertake the demolition of said structure and I have requested Operation Crackdown to undertake such demolition. I have been given the opportunity to consult with my attorney regarding the terms and conditions of this agreement.

I also declare that I am authorized to sign this document on behalf of any heir or any other person with an interest in the property described above, and I have disclosed the identity of such heir, mortgagee, lien holder, or other person to Operation Crackdown.

I understand that Operation Crackdown has agreed to demolish the structure(s) located on the property described above. I also understand that in consideration for my execution of this agreement, Operation Crackdown agrees to assume all demolition and related expenses incurred in connection with such demolition.

Owner Signature
Carlos Maximo Cantu Sr.
Owner Printed Name

513 North “L” St.
Address of Owner

THE STATE OF: Texas
COUNTY OF: Cameron
On March 29th, 2019 Carlos Maximo Cantu Sr. personally appeared before me, whose identity I proved on the basis of Drivers License, to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 126824427
Expires September 3, 2022
Notary Public in and for Cameron, Texas

My Commission Expires: 09-09-22
Covenant Not to Sue and Indemnity Agreement

State of Texas
County of Cameron

That I/We, Carlos Martinez Contreras (Owner), as the owners of the property located at 513 North “L” St., Harlingen, Cameron County, Texas, 78550, and further described as Harlingen – SUMMIT HEIGHTS LOT 4 (Premises) and owner of a structure located on the Premises which is unsafe and needs to be demolished (Unsafe Structure;) in consideration of employees, officers, and agents of the City of Harlingen (City) and other individuals and organization (City Agents) going on to the Premises to demolish the Unsafe Structures on the Premises, and being 18 years or older and of sound mind, do hereby Covenant:

(1) The Unsafe Structure on the Premises is abandoned and is a nuisance as defined by the Harlingen Code of Ordinances and/or state law. I/We am unable to demolish the Unsafe Structure and hereby request the City or City Agents to demolish the Unsafe Structure for my benefit and the benefit of the citizens of Harlingen. It is my understanding the premises and unsafe structures are being used for illegal activity without my consent.

(2) I/We have been given the opportunity to discuss this Covenant Not to Sue and Indemnity Agreement with my attorney. I understand that I/We cannot sue City or City Agents for any damages to me or my Premises or Unsafe Structure due to city or City Agents demolishing the Unsafe Structure. I/We also understand that I/We must indemnify City and City Agents if a third party sues City or City Agents for damages due to City or City Agents demolishing the Unsafe Structure.

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(6) I/We covenant to indemnify (pay for) City and City Agent for all damages to a third party that may be imposed due to the negligent acts or omissions of City or City Agents in demolishing the Unsafe Structure on the Premises.
OWNER: Carlos Maximo Contreras Jr.

Name

Signature

Address 1309 West Jefferson Ave, Harlingen TX 78550

Date 3-29-2019

THE STATE OF: Texas
COUNTY OF: Cameron

On March 29th, 2019, Carlos Maximo Contreras Jr. personally appeared before me, whose identity I proved on the basis of Texas Driver’s license, to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 128824427
Expires September 3, 2022

Notary Public in and for Cameron County, Texas
My Commission Expires: 09-03-19
AGREEMENT TO PARTICIPATE

The City of Harlingen (hereinafter referred to as “City”) and the owner of the Structure (hereinafter referred to as Owner) represent that they have obtained all approvals, license, consents, waivers, permits and any other authorizations (including environmental assessments, statements, permits and historical clearance) required by law or otherwise, prior to the demolition of the Structure and removal and disposal of resultant debris at a landfill selected by the City. The City and the Owner will be responsible for the accurate identification of the structure to be demolished and will arrange to have a representative from each of the local utility organizations at the site at the commencement of demolition to ensure the location and proper disconnection of the effected utilities. Actual demolition and removal of resultant debris will be accomplished by Guard personnel following the plans and directions of a City representative who will be on-site at all times during demolition.

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The persons whose signatures appear below represent that they are authorized to sign this agreement on behalf of the person or entity indicated below their respective signature lines and have initialed each page of this agreement.

OWNER

Calle Maximo Carri Sr.

Name

Signature

Structure Owner

Title

Address

CITY

Jose Manuel Aceves

Name

Signature

CITY Harlingen

Title

Address

GUARD

Name

Signature

NATIONAL GUARD

Title

Address
Operation Crackdown
A project of
The City of Harlingen

THE STATE OF TEXAS }
COUNTY OF CAMERON }

Application for assistance, Indemnity Agreement, and Covenant Not to Sue the City of Harlingen, Texas, and/or other agencies, individuals, and organizations involved in Operation Crackdown in connection with the demolition of the structure(s) located at:

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513 North “L” St.

Harlingen, Cameron County, Texas, being further described as Harlingen—HARLINGEN-SUMMIT HEIGHTS LOTS 1-2-3—Subdivision for the purpose of demolishing the unsafe structure thereon,

I Carlos Maximo Cantu Jr. being of legal age and the owner of said property, do hereby covenant and agree that:

(1) I WILL INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES RESULTING FROM NEGLIGENT ACTS OF INDEMNITEES OR FROM THE DEMOLITION OF ANY STRUCTURE LOCATED ON THE PROPERTY DESCRIBED HEREINABOVE;

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Owner Signature
Carlos Maximo Canti Sr.
Owner Printed Name

513 North “L” St.
Address of Owner

THE STATE OF: Texas
COUNTY OF: Cameron

On March 29, 2019, Carlos Maximo Canti Jr. personally appeared before me, whose identity I proved on the basis of Texas Driver’s License, to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
My Notary ID # 128824427
Expires September 3, 2022
Notary Public in and for
Cameron Texas
County State
My Commission Expires: 09-03-22
Covenant Not to Sue and Indemnity Agreement

State of Texas
County of Cameron

That I/We, Carlos Martinez (Owner), as the owners of the property located at 513 North “L” St., Harlingen, Cameron County, Texas, 78550, and further described as Harlingen--SUMMIT HEIGHTS LOTS 1-2-3, (Premises) and owner of a structure located on the Premises which is unsafe and needs to be demolished (Unsafe Structure;) in consideration of employees, officers, and agents of the City of Harlingen (City) and other individuals and organization (City Agents) going on to the Premises to demolish the Unsafe Structures on the Premises, and being 18 years or older and of sound mind, do hereby Covenant:

(1) The Unsafe Structure on the Premises is abandoned and is a nuisance as defined by the Harlingen Code of Ordinances and/or state law. I/We am unable to demolish the Unsafe Structure and hereby request the City or City Agents to demolish the Unsafe Structure for my benefit and the benefit of the citizens of Harlingen. It is my understanding the premises and unsafe structures are being used for illegal activity without my consent.

(2) I/We have been given the opportunity to discuss this Covenant Not to Sue and Indemnity Agreement with my attorney. I understand that I/We cannot sue City or City Agents for any damages to me or my Premises or Unsafe Structure due to city or City Agents demolishing the Unsafe Structure. I/We also understand that I/We must indemnify City and City Agents if a third party sues City or City Agents for damages due to City or City Agents demolishing the Unsafe Structure.

(3) I/We have disclosed to City and City Agents the identity of any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure, and affirmatively state that I/We have authority to sign the Covenant Not to Sue and Indemnity Agreement on behalf of myself, any heir, mortgagee, lien holder, or any other person with an interest in the Premises or Unsafe Structure.

(4) In consideration for: my execution of this Covenant Not to Sue and Indemnity Agreement, City and/or City Agents agree to assume all costs incurred in demolishing the Unsafe Structure and properly disposing of its debris.

(5) I/We covenant not to sue the City or City Agents for any damage that I/We or the Premises may suffer due to City or City Agents demolishing the Unsafe Structure on the Premises; and that this covenant must be binding on my heirs and assigns; and that I/We will not transfer any cause of action relating to the demolition of the Unsafe Structure on the Premises to a third party.

(6) I/We covenant to indemnify (pay for) City and City Agent for all damages to a third party that may be imposed due to the negligent acts or omissions of City or City Agents in demolishing the Unsafe Structure on the Premises.
OWNER:
Carlos Maximo Canto Sr.

Name

Signature

Address
1309 West Jefferson Ave, Harlingen, TX 78550

THE STATE OF: Texas
COUNTY OF: Cameron
On March 29th, 2019, Carlos Maximo Canto Jr. personally appeared before me, whose identity I proved on the basis of Drivers license to be the signer of the above document, and he/she acknowledged that he/she signed it.

MONICA JAMES
Notary Public in and for Cameron, Texas
County State
My Commission Expires: 09-03-22
AGREEMENT TO PARTICIPATE

The City of Harlingen (hereinafter referred to as “City”) and the owner of the Structure (hereinafter referred to as Owner) represent that they have obtained all approvals, license, consents, waivers, permits and any other authorizations (including environmental assessments, statements, permits and historical clearance) required by law or otherwise, prior to the demolition of the Structure and removal and disposal of resultant debris at a landfill selected by the City. The City and the Owner will be responsible for the accurate identification of the structure to be demolished and will arrange to have a representative from each of the local utility organizations at the site at the commencement of demolition to ensure the location and proper disconnection of the effected utilities. Actual demolition and removal of resultant debris will be accomplished by Guard personnel following the plans and directions of a City representative who will be on-site at all times during demolition.

The City and the Owner acknowledge that they: (1) had full opportunity to receive the advice of counsel; (2) received consideration for the indemnification of the Guard, their agents and employees; (3) had adequate opportunity to deliberate and consider the full consequences of this agreement; and (4) specifically promise and agree to relieve the Guard, their agents and employees, from liability for any and all losses, claims, damage, negligence, judgements or other expenses incurred in connection with the demolition of the structure and the removal and disposal of the resultant debris.

The City and the Owner fully comprehend all potential rights and liabilities they are assuming in the execution of this agreement.

The persons whose signatures appear below represent that they are authorized to sign this agreement on behalf of the person or entity indicated below their respective signature lines and have initialed each page of this agreement.

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<thead>
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<th>OWNER</th>
<th>CITY</th>
<th>GUARD</th>
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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: April 1, 2020

Agenda Item:
Consideration and possible action to approve an Ordinance on First Reading to abandon and vacate a portion of a 1.0-foot non-access easement being a 0.00037 acre tract of land more or less (16 square feet), out of Lot 33, Block 1, Thomasville Estates Subdivision, located at 2802 Georgia Court. Applicant: Hector M. Saldivar

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

Brief Summary:

Project Timeline
- November 15, 2005 – Thomasville Estates Subdivision was recorded.
- February 13, 2020 – Application for abandonment of an access easement submitted to the City. Application deemed incomplete pending submittal of metes and bounds description. (ATTACHMENT I and II).
- February 18, 2020 – Application routed to City Engineering Department for review.
- February 25, 2020 – City Engineer submits memo recommending approval of easement abandonment.
- March 18, 2020 – Applicant submits metes and bounds description of requested easement abandonment; application deemed complete.
- April 1, 2020 – Consideration of the non-access easement abandonment before the City Commission on First Ordinance Reading.
- April 15, 2020 – Pending approval of First Ordinance Reading, consideration of approval of Second Ordinance Reading scheduled before the City Commission.

Summary

- The applicant is requesting that a portion of an existing 1.0-foot non-access easement located on the east side of his property be abandoned and vacated in order to allow for a driveway off Palm Court Drive for a proposed two car detached garage on the subject property (ATTACHMENT III). The subject easement interferes with the owner’s planned use of the property.

- There is an existing 3,153 sq. ft. single family residence the subject property. The property has 69 feet of frontage on Georgia Court, 195 feet of frontage on Palm Court Drive and a depth of 295 feet at its longest point (ATTACHMENT III and IV).

- The requested access easement abandonment has been reviewed and approved by the Engineering Department and the appropriate utility companies (ATTACHMENT V-XII).

- The attached recording instrument will abandon and vacate the subject non-access easement.
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<td>*If no, specify source of funding and amount requested:</td>
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<td>Finance Director’s approval:</td>
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<th>Staff Recommendation:</th>
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<td>Staff recommends approval subject to the following conditions:</td>
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<td>1. The property owner will be responsible for any damages to the existing water main resulting from the construction activities;</td>
</tr>
<tr>
<td>2. The property owner’s contractor will call for locates at least 72 hours before construction so all utility companies will have sufficient opportunity to mark existing facilities within the area prior to commencement construction; and</td>
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<tr>
<td>3. If for any reason HWWS has to remove any of the proposed driveway improvements in order to improve, maintain or operate existing or future HWWS water or wastewater facilities, it shall be the property owner’s sole responsibility to repair or replace any impacted portions of the concrete driveway.</td>
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| City Manager’s approval: | Yes | No | N/A |
| City Attorney’s approval: | Yes | No | N/A |

form revised 04/29/09
Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)
Project Address 2802 Georgia Ct, Nearest Intersection Palm Court Drive & Georgia Ct.
(Proposed) Subdivision Name Thomasville Estates Lot 33 Block N/A
Existing Zoning Designation Future Land Use Plan Designation

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent Hector M. Saldivar Phone (956) 984-9546 FAX
Email Address (for project correspondence only): hector.saldiva@yahoo.com
Mailing Address Same as above City State Zip
Property Owner_________________________ Phone_________________________ FAX
Email Address (for project correspondence only):
Mailing Address________________________ City State Zip

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

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

Please provide a basic description of the proposed project:

See Attached Letter. This is NOT a request to abandon easement. This is a request to establish a driveway.

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: ___________________________ Date: 9-13-2020

Property Owner(s) Signature: ___________________________ Date:

Accepted by: ___________________________ Date:

form revised 04/29/09
I, Hector M. Saldivar, am requesting approval from the City of Harlingen to build a concrete driveway to access the 2802 Georgia Ct backyard from the Palm Court Drive location, as described in the attached surveyed plan. The driveway will not disturb any existing utilities or require any relocation of utilities; however, there is a 1ft non-access easement. All utility companies have been contacted to ensure no objections have been anticipated. Attached are the letters of no objection from AEP, AT&T, Magic Valley Electric, Texas Gas Service, Spectrum, CC Drainage Dist. #5, CC Drainage Dist. #2, Harlingen Irrigation Dist., and Harlingen Water Works Services.

Please contact me if you have any questions or concerns.

Hector M. Saldivar
(956) 456-1051 or (956) 456-1051
hectorsaldiva@yahoo.com
Mr. Joel Olivo  
Assistant Planning & Zoning Director  
City of Harlingen  
502 E. Tyler  
Harlingen, Texas 78550  

RE: 2802 Georgia Court – 1.0-foot Non-Access Easement Abandonment  

Dear Mr. Olivo,  

On February 18, 2020 the Engineering Department received the request for the abandonment of a 1.0-foot non-access easement for the above-mentioned property. The Engineering Department has reviewed the request and has no objection to the abandonment of the 1.0-foot non-access easement located on the East side of the property.  

If you have any questions, please feel free to contact me at (956) 216-5283 or via email at ksalinas@myharlingen.us.  

Sincerely,  

Kimberly Salinas  

cc: Andy Vigstol, PE – City Engineer, City of Harlingen
December 6, 2019

Hector Saldivar & Maribel Reyna (record owners)
2802 Georgia Ct.
Harlingen, TX 78552

RE: Lot 33, Thomasville Estates Subdivision, 1' Non-Access Easement

Dear Maribel Reyna and Hector Saldivar,

AEP Texas Inc (AEP) has reviewed your inquiry regarding a 1' Non-Access Easement running along the East property line at 2802 Georgia Ct., Harlingen, TX, and further described as Lot Thirty-Three (33), Block 1, Thomasville Estates, a subdivision in Harlingen, Map Records of Cameron County, Texas.

It is determined we have no objections with the proposed improvement of a driveway as shown on the attached Exhibit "A."

AEP Texas Inc does not hereby abandon any easements on the property it might have obtained through other means. Please do not hesitate to contact AEP if you have further questions at (956) 626-2617.

Sincerely,

AEP TEXAS INC

Mario G. Campos
Right-of-Way Agent
Rio Grande Valley District
January 29, 2020

Maribel Reyna
2802 Georgia Ct.
Harlingen TX 78552

Re: Letter of no objections

Ms. Reyna:

Per your request proposing to build a driveway over the 1’ non-access easement, I have reviewed and researched the said property and have found that we do not have any facilities in that area. Therefore, on behalf of AT&T I am responding to your request that we have no objections to the abandonment. Please feel free to contact me if any further assistance is required with your request.

Thank you,

Enrique Deglado Jr.
AT&T Inc.
401 E Van Buren St.
Harlingen, TX 78550
956.421.7465
956.421.7427 fax
Date: 1/30/2020

RE: Encroachment on Thomasville Estates Lot 33, Hidalgo County, Texas.

Address: 2802 Georgia Court, Harlingen, TX 78552

To whom it may concern,

Magic Valley Electric Cooperative has no objection to the proposed encroachment of a driveway as MVEC does not have any distribution facilities in the area.

Sincerely:

Domitilo Cantu
Engineering Manager
February 6, 2020

Maribel Reyna
2802 Georgia Ct
Hillingen, Texas 78552

RE: No Objection Notification
Concrete Driveway Through Palm Court Drive

Ms. Reyna,

This letter is to inform you that Texas Gas Service, a Division of ONE Gas, Inc. (TGS), has reviewed your request regarding building a concrete driveway through Palm Court Drive at 2802 Georgia Ct in Harlingen, Texas. Texas Gas Service does not have any gas lines in this area and has no objection to your request.

Should you have any questions or require further information, please do not hesitate to contact our office at (956) 444-3900.

Respectfully,

Rene C. Casares, P.E.
Texas Gas Service – Engineering Manager

Attachment:
1. Texas Gas Service System Map
11/27/2019
Maribel Reyna & Hector Saldivar

SUBJECT: Encroachment of 1' Non-access Easement, Harlingen, TX.

Charter Communications of Dallas hereby grants an encroachment for the purpose of building a driveway into a portion of the General Utility Easement associated with the property located at 2802 Georgia Ct, within the City of Harlingen, Texas 78552. Charter Communications reserves the right to have access to any applicable utility easements on the property for the purpose of future construction or maintenance. The owner and/or lessee of said property may also be responsible for the relocation/removal of any structure interfering with access to these easements, if necessary.

Charter Communications currently has no facilities within this easement. If it has not already taken place, please call 1-800-DIG-TESS to have facilities marked and located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@charter.com. Please share this information with whoever needs these services.

Sincerely,

Zach Marcum
Charter Communications
Ms. Reyna,

Cameron County Drainage District #5 has no objection to this variance being issued.

Alan Moore, PE, CFM
General Manager
Cameron County Drainage District #5
221 E. Filmore
Harlingen, TX 78550
956-423-6411 Phone
956-423-4671 Fax

From: Maribel Reyna <maribelreyna@yahoo.com>
Sent: Tuesday, November 26, 2019 5:54 PM
To: Alan Moore <alan@hidcc1.org>
Cc: Bebo (Husband) <hectorsaldiva@yahoo.com>
Subject: Saldivar Residence-2802 Georgia Ct, Harlingen, TX 78552 (CC No.5)

Mr. Moore,

Your information was provided to me by the City of Harlingen Planning and Zoning Division. Our property is located on 2802 Georgia Court, Harlingen, TX 78552 (located on the corner of Georgia Court and Palm Court Drive). We are in the early stages of building a 2 car garage located in the back of our property. In order to access the back of the property we are proposing to the city of Harlingen to build a concrete driveway through Palm Court Drive as described in the attached plan. The driveway will not disturb any existing utilities or require any relocation of utilities; however, there is a 1ft non-access easement.

In order to proceed with the application to request permission from the City of Harlingen to establish this driveway, we must first get permission from all utility companies. Are there any objections to establish this driveway as described in the attached plan and surveyed on October 23, 2019?

If you have any questions or concerns, don't hesitate to contact me via email or by phone.

Maribel Reyna & Hector Saldivar
Email: MaribelReyna@yahoo.com
Cell 1: (956) 466-1051 (Primary)
Cell 2: (956) 456-9546 (secondary)
December 2, 2019

Maribel Reyna & Hector Saldivar
2802 Georgia Court
Harlingen, TX 78552

RE: Thomasville Estates Lot 33 - Encroachment Request
Conditional Approval

Dear Ms. Reyna & Mr. Saldivar,

This letter is being provided in response to your request for a Letter of No Objection for the installation of a concrete driveway within the right of way of Palm Court Drive as communicated in your email and exhibit received on November 29, 2019.

HWWS has an existing 3-inch PVC water main within the area of the proposed concrete driveway. HWWS has no objection to the construction of the proposed concrete sidewalk subject to the following conditions:

1. Property Owner will be responsible for any damages to the existing water main resulting from their construction activities.

2. Property Owner's contractor will call for locates at least 72 hours before construction so all utility companies will have sufficient opportunity to mark existing facilities within the area prior to commencement of construction.

3. If, for any reason, HWWS has to remove any of the proposed driveway improvements in order to improve, maintain or operate existing or future HWWS water or wastewater facilities, it shall be the Property Owner's sole responsibility to repair or replace any impacted portions of the concrete driveway.

If you have any questions or additional concerns related to this response, please do not hesitate to contact me.

Respectfully,

HARLINGEN WATERWORKS SYSTEM

Robert L. Canterbury, P.E.
System Engineer

Attachments: Encroachment Request and Annotated Survey
AN ORDINANCE ABANDONING A PORTION OF THE 1 FOOT FEET NON-ACCESS EASEMENT, DESCRIBED AS A 0.00037 ACRE TRACT OF LAND, MORE OR LESS (16 SQUARE FEET), OUT OF LOT 33, BLOCK 1, THOMASVILLE ESTATES SUBDIVISION, LOCATED AT 2802 GEORGIA COURT, SUBJECT TO THE FOLLOWING CONDITIONS: (1) THE PROPERTY OWNER WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE EXISTING WATER MAIN RESULTING FROM THE CONSTRUCTION ACTIVITIES; (2) THE PROPERTY OWNER'S CONTRACTOR WILL CALL FOR LOCATES AT LEAST 72 HOURS BEFORE CONSTRUCTION SO ALL UTILITY COMPANIES WILL HAVE SUFFICIENT OPPORTUNITY TO MARK EXISTING FACILITIES WITHIN THE AREA PRIOR TO COMMENCEMENT CONSTRUCTION; AND (3) IF FOR ANY REASON HWWS HAS TO REMOVE ANY OF THE PROPOSED DRIVEWAY IMPROVEMENTS IN ORDER TO IMPROVE, MAINTAIN OR OPERATE EXISTING OR FUTURE HWWS WATER OR WASTEWATER FACILITIES, IT SHALL BE THE PROPERTY OWNER'S SOLE RESPONSIBILITY TO REPAIR OR REPLACE ANY IMPACTED PORTIONS OF THE CONCRETE DRIVEWAY.

WHEREAS, a portion of a one (1) foot non-access easement being a 0.00037 acre tract of land, more or less (16 square feet) out of Lot 33, Block 1, Thomasville Estates Subdivision, Cameron County, Texas; and

WHEREAS, a request has been made by Hector M. Saldivar, which is the landowner for the subject lot which contains the non-access easement to be abandoned;

WHEREAS, the said non-access easement interferes with the future development of the subject property; and

WHEREAS, the City Commission finds and determines that it is in the interest of economic development to abandon the said portion of the non-access easement: Now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION I: That the portion of a one (1) foot non-access easement located on the North 1 foot of Lot 33, Block 1, Thomasville Estates Subdivision, Harlingen, Cameron County, Texas, according to the map recorded in Cabinet 1, Slot 2594A of the Map Records of Cameron County, Texas, and incorporated herein by reference as Exhibit “A” is hereby abandoned and vacated.

FINALLY ENACTED this _______ day of April, 2020 at a regular meeting of the 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

Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary
MEETS & BOUNDS DESCRIPTION

Being a 0.00037 Acre Tract of land more or less (16 square feet), out of Lot 33 Block 1, THOMASVILLE ESTATES SUBDIVISION, Cameron County, Texas, according to the map recorded in Cabinet 1 Page 2594 A, of the Map Records of Cameron County, Texas; and said 0.00037 Acre Tract being more particularly located and described as follows:

BEGINNING at a point on the east boundary line of lot 33, said point bears South 45 deg 35 min East a distance of 70.32 feet and then South a distance of 40.57 feet from the Northeast Concrete monument of Thomasville Estates Subdivision as shown in Page 2594 A Cabinet 1 of the Map Records of Cameron County; said point being the Northeast corner of the Tract herein being described;

1. THENCE, South along the East Boundary line of Lot 33 Block 1 Thomasville Estates Subdivision a distance of 16 feet to a point, said point being the Southeast corner of the Tract being described.

2. THENCE, West a distance of 1 foot to a Point; said point being the Southwest corner of the Tract being described.

3. THENCE, North a distance of 16 feet to a point; said point being the Northwest corner of the Tract being described.

4. THENCE, East a distance of 1 foot to the POINT OF BEGINNING.

CONTAINING 0.00037 acres (16 square feet), more or less,

Tomas Diaz P.E. RPLS.
Project Engineer.
**AGENDA ITEM**  
**EXECUTIVE SUMMARY**

Meeting Date: **April 1, 2020**

**Agenda Item:**
Consideration and possible action to approve a service contract between the City of Harlingen and UniFirst Corporation to provide uniform rental and laundering services for city employees and to authorize the City Manager to sign the contract.

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

**Brief Summary:**
The City of Harlingen currently has approximately 130 employees that require the use of service industry uniforms for the following departments: Sanitation, Street, City Shop, Traffic Signals, Recycling, Parks, Public Buildings, and the Golf Course. UniFirst Corporation is the current uniform service provider for said departments and have submitted a proposal through BuyBoard Cooperative Contract #587-19 for a Uniform Rental Program that includes providing 11 or 13 sets of brand new uniforms to employees, weekly pick-up, laundering, delivery and repairs (as needed) for the term of three (3) years. The Government Code under Chapter 791, the Interlocal Cooperation Act, states that local governments that purchase goods or services under this chapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

**Funding (if applicable):**
Are funds specifically designated in the current budget for the full amount **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 approval to enter into a service contract with UniFirst Corporation through the BuyBoard Cooperative Contract #587-19 for the uniform rental and laundering program, and to authorize the City Manager to sign the contract.

City Manager’s approval: **Yes** **No** **N/A**

**Comments:**

City Attorney’s approval: **Yes** **No** **N/A**
The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d/b/a UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental services at the prices and upon the conditions outlined:

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<td>1022 PANT 65/35 PLAIN</td>
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Minimum weekly charge applies, equal to 75% of the monthly rental value.

### Other Charges

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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
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<td>.50</td>
</tr>
<tr>
<td>Name emblem per piece</td>
<td>1.00</td>
</tr>
<tr>
<td>Company emblem per piece</td>
<td>1.00</td>
</tr>
<tr>
<td>Direct Embroidery: Wear name per piece</td>
<td></td>
</tr>
<tr>
<td>Company name per piece</td>
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### Other Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-stock sizes per piece</td>
<td>1.50</td>
</tr>
<tr>
<td>Special cuts per piece</td>
<td>2.25</td>
</tr>
<tr>
<td>Factory Overcharge per piece</td>
<td>2.25</td>
</tr>
<tr>
<td>Automatic Wiper Replacement</td>
<td></td>
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<td>Automatic Linen Replacement</td>
<td></td>
</tr>
<tr>
<td>DEF (See description on reverse side)</td>
<td>1.00</td>
</tr>
</tbody>
</table>

### Payment Terms:

- C.O.D.
- E.F.T.
- Approved Charge

### Comments

Approved charge. CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1% per month (18% per year) for any amount in arrears may be applied.

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identifiers—that has been requested.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1% per month (18% per year) for any amount in arrears may be applied.

SALES REP: [Name]  DATE: [Date]

ACCEPTED: [Customer Signature]  DATE: [Date]

LOCATION MANAGER (Signature)  DATE: [Date]

CUSTOMER COPY

PRINT & SIGN (2) COPIES ON LEGAL SIZE (8½" x 14") PAPER  •  LOCAL FIRST COPY (SCANNED COPY TO CORPORATE OFFICE)  •  CUSTOMER COPY

---

1 Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1% per month (18% per year) for any amount in arrears may be applied.

2 The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identifiers—that has been requested.

3 All returned credits and declined transactions are subject to a 5% processing fee.

4 This Agreement is effective only upon acceptance by UniFirst Service Manager.
### CUSTOMER SERVICE AGREEMENT

**COMPANY NAME** (Customer): CUSTOME
**CITY OF HARLINGEN**: CITY OF HARLINGEN
**ADDRESS**: 118 E. TYLER ST
**HARLINGEN, TX 78550**: HARLINGEN, TX 78550
**PHONE**: 956-427-8700

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada Ltd. ("UNIFIRST") the rental services at the prices and upon the conditions outlined:

#### MERCHANDISE SERVICED

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>LOST/ DAMAGED REPLACEMENT CHARGE</th>
<th>SERVICE FREQUENCY</th>
<th>NO. OF PERSONS/ ISSUE PER PERSON</th>
<th>TOTAL NO. OF CHANGED PIECES</th>
<th>PRICE PER CHANGED PIECE/ STANDARD NON-STANDARD</th>
<th>TOTAL FULL SERVICE</th>
<th>TOTAL VALUE-LEASE1</th>
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<td>N/C</td>
<td>N/C</td>
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Minimum weekly charge applies, equal to 75% of the total weekly installment value.

#### OTHER CHARGES

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<thead>
<tr>
<th>CHARGE DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
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<tr>
<td>Company emblem per piece</td>
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<tr>
<td>Direct Embroidery: Wearer name per piece</td>
<td>1.00</td>
</tr>
<tr>
<td>Company name per piece</td>
<td>1.00</td>
</tr>
</tbody>
</table>

#### OTHER CHARGES

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<thead>
<tr>
<th>CHARGE DESCRIPTION</th>
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<tbody>
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<tr>
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<tr>
<td>Restock/Exchange per piece</td>
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<td>Automatic Wiper Replacement</td>
<td>1.00</td>
</tr>
<tr>
<td>Automatic Linen Replacement</td>
<td>1.00</td>
</tr>
</tbody>
</table>

#### PAYMENT TERMS

<table>
<thead>
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<th>TERM</th>
<th>DESCRIPTION</th>
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<tr>
<td>C.O.D.</td>
<td>C.O.D.</td>
</tr>
<tr>
<td>E.F.T.</td>
<td>E.F.T.</td>
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</tbody>
</table>

#### 36 MONTH AGREEMENT, ANNUAL PRICE INCREASE IS 2% PER YEAR, BUYBOARD PRICING

Approved charge. CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of (1% per month (18% per year) for any amount in arrears may be applied.4

SALES REP:

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE</th>
</tr>
</thead>
</table>

ACCEPTED:

<table>
<thead>
<tr>
<th>LOCATION MANAGER</th>
<th>DATE</th>
</tr>
</thead>
</table>

1 Minimum weekly charge applies, equal to 75% of the total weekly installment value.

4 All returned checks and declined credit cards subject to $35 processing fee.

5 Change notice required with minimum 30 day written notice and may be returned to UniFirst's discretion.

### COMMENTS

Approved charge. CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of (1% per month (18% per year) for any amount in arrears may be applied.4

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP:

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1 Minimum weekly charge applies, equal to 75% of the total weekly installment value.

4 All returned checks and declined credit cards subject to $35 processing fee.

5 Change notice required with minimum 30 day written notice and may be returned to UniFirst's discretion.
CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED: Customer orders from Unifirst Corp. ("Unifirst") for the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pick-up/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein, as noted in the Schedule of Services and/or by any other written agreement. Customer acknowledges that it is subject to, and that this Agreement does not interfere with, any existing agreement for the supply of the Merchandise or Services.

PERFORMANCE GUARANTEE: UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by Unifirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Merchandise, upon delivery, will be deemed delivered to Customer, even in the event of a rental failure due to normal wear and tear, without the need for a replacement order. Unifirst will maintain Merchandise in a hygienic condition on an ongoing basis and will perform any necessary repairs or alterations. Merchandise will be cleaned, finished, inspected and repaired or altered to the standard of the currently prevailing acceptable industry standards. This guarantee is applicable to all unaltered and unaltered items of Merchandise unless otherwise stated in this Agreement.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless (1) complaints are first made in writing to Unifirst within 30 days of the delivery of any defective Merchandise, (2) Unifirst is afforded at least 60 days to correct any defects complained of, and (3) Unifirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and Unifirst fails to correct such deficiencies, Customer may terminate this Agreement by ten (10) days notice to Unifirst, providing that all previous balances due to Unifirst have been paid in full and that all other conditions to termination have been met. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disputes beyond the control of Unifirst, shall not be deemed a breach or default under this Agreement.

TERM AND RENEWAL: This Agreement is effective when signed by both the Customer and Unifirst. Unifirst Location Manager and continues in effect for 60 months after installation of Merchandise (or for any other new or renewal date). This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or Unifirst gives written notice of non-renewal to the other at least 30 days prior to the next expiration date.

PRICES AND PAYMENTS: Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the parties may agree to adjust the Contract Price based on the greater of the annual percent increase of the Producer Price Index-Clothing, overall cost of living, state and federal taxes. Other prices and services, or by 5%. Additional price increases and other changes may be imposed by written notice or on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying Unifirst in writing within 10 days after receipt of such notice or notification. If Customer declines said additional price increases, Unifirst may terminate this Agreement. Customer also agrees to pay for any changes and minimum weekly charge herein specified. Charges relating to a leaving Customer's empty container can be terminated by Unifirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the prevailing pricing in effect hereunder if an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise. Customer authorizes Unifirst to make delivery and assumes responsibility for related charges/excises.

If Customer fails to make timely payment, Unifirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer whether or not Unifirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay and will pay all applicable sales, use personal property and intangible taxes as well as any other taxes arising out of its Agreement.

DEFER CHARGE: Customer's invoices may also include a DEFER charge to cover all or portions of certain expenses including

= DELIVERY or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local taxes

= ENVIRONMENTAL, or equipment past and present future) Unifirst absorbs related to wastewater testing, pollution, effluent control, solids disposal, supplies and equipment for pollution control and energy conservation and operational integritv

= FUEL, if the natural gas Unifirst uses to run boilers and gas dryers, plus other local utility charges

MERCHANDISE: Customer acknowledges and agrees to notify all employees that Merchandise is supplied for general occupational use and, except as expressly specified herein, no soap, special fabric softeners, accessories, etc. are included. Customer further acknowledges that (1) Customer has unilaterally and independently selected the exact style, color, design, and performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) Unifirst does not have any obligation to advise, and has no obligation to advise, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) Unifirst makes no representations or warranties regarding the performance of the Merchandise, warranty or covenant regarding the performance (including but not limited to performance as to quality, fitness, merchantability or unsuitable quality, and suitability); and (4) Unifirst shall not in any way be responsible or liable for any injury or harm suffered by any Customer employees while using or using any feature, function, advantage of the Merchandise, and hold harmless and Indemnify Unifirst and its employees, agents and contractors against all claims, losses, suits, actions, damages, costs, expenses, and liability resulting from Customer's or Customer's employees' use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Frame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat due to thermal transmission of the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for comfort and use as only a secondary level of protection. Primary protection is still required for work areas where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to improve provided conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under typical work conditions. Further, Customer agrees that Visible Merchandise does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied hereunder satisfies all applicable ANSI/ISEA standards only when they are new and unused and only if labeled. Customer acknowledges that use and laundering of Visibility Merchandise may adversely affect its conspicuity.

Food/Hot-Relief/FR Customer acknowledges that (1) Unifirst does not guarantee or warrant that the Merchandise selected by Customer or that the processed garments delivered by Unifirst will be aggravation (including due to style, color, size or brand), (2) consists of non-standard manufactured or customer-specified garments that has been manufactured or delivered by Unifirst, and (3) consists of Mer. and/or a FR item in the manner specified in the Agreement. Upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without payment, or the termination of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"). Customer will purchase the amount of such Non-Standard Merchandise items then in Unifirst's inventory (in-service shall, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, oils or other hazardous or toxic substances ("Contaminants"). Customer agrees to pay Unifirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to Unifirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES: If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for Unifirst's failure under the performance guarantee described above), Customer will pay Unifirst all liquidated damages and not as a penalty the (parties acknowledge that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 40 percent of the average weekly amount due in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. In addition to all other obligations or amounts owed by Customer to Unifirst, including the return of standard or replacement Merchandise, and the purchase of any Non-Standard Merchandise as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises or from a failure in any way to this Agreement or any alleged breach thereunder at any time, the parties will (first) attempt to resolve the claim; or dispute by negotiation and/or mediation (as agreed to or agreed to by the parties and the mediation is a condition to any dispute resolution), and (2) shall be finally resolved by binding arbitration, mediation or, within the State of Massachusetts, and, as of Massachusetts, by the Arbitration Association, and, governed by the Federal Arbitration Act, 20 U.S.C. 1632, as amended, and the parties agree upon one (1) arbitrator to decide on the claim or dispute.

In any dispute arising under this Agreement, the prevailing party shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees, witness fees, expert witness fees, and any other charges incurred in connection with the arbitration, plus the prevailing party shall to the extent not preclude the award, be entitled to the imposition of an arbitration fee of $1,000 to $1,500 for representation of any dispute or as a member of any of the parties, or to consider same to those of any parties or as a member of the parties. If the arbitration agreement is read as unreadable, the arbitration agreement shall be read as unreadable, and the arbitration agreement shall be read as unreadable. The arbitration agreement shall be read as unreadable.

MISCELLANEOUS: The parties agree that this Agreement represents the entire agreement between them. In the event Unifirst issues a purchase order to Unifirst at any time, note of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. Unifirst may, in its sole discretion, assign this Agreement. Customer acknowledges that this Agreement does not allow for the assignment of any of its rights or obligations with or to any person or entity. This Agreement is not assignable by Customer without Unifirst's prior written consent. Customer agrees that the assignment of all or any part of this Agreement is without prejudice to any rights or interests of any party hereto or thereto. Customer acknowledges that the assignment of all or any part of this Agreement is without prejudice to any rights or interests of any party hereto or thereto. Customer acknowledges that the assignment of all or any part of this Agreement is without prejudice to any rights or interests of any party hereto or thereto.

ACCEPTED: Customer Signature Date
(Has read and agreed to all of the above terms.)
THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 587-19 – Uniforms and Accessories for Various Areas

The following information becomes a permanent part of the Proposal Invitation document:

Included with this Proposal Invitation is a document entitled “Proposal No. 587-19- Uniforms and Accessories for Various Areas EVALUATION ITEMS”. The Evaluation Items are required for all vendors responding to the UNIFORM RENTAL section of this proposal invitation. All twenty (20) items in this document must be completed for the Proposal to be considered.

EACH EVALUATION ITEM MUST BE COMPLETED IN DETAIL AND THE REQUESTED INFORMATION PROVIDED FOR ALL SPECIFIED AREAS. THE EVALUATION ITEM DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL OR THE PROPOSAL WILL NOT BE CONSIDERED!!!

The evaluation items will be used to determine the price competitiveness of the discounts stated in the Proposal and evaluate Proposer’s pricing. The evaluation items will not be awarded individually, as they are for evaluation purposes only.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: UniFirst Corporation

Address: 3067 E. Commerce St, San Antonio, Texas 78220

Signature of Authorized Company Official: _______________________________
Title: Regional Vice President

Telephone Number: (210) 224-0711 Date: October 24th, 2018
**UniFirst Corporation**

Proposal Number: 587-19

**All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted.**

All prices based on weekly rental price based on 11 sets (5 changes per week) per wearer.

**RENTAL PROGRAM PRICING - UNIFORMS (All Categories)**

RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; FORM NO.</th>
<th>&quot;S&quot; Item No.</th>
<th>UniFirst product Code</th>
<th>Description</th>
<th>Weekly Price per each item</th>
<th>Extended Weekly Price based on 11 Sets Issued (per person)</th>
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<td>$2.97</td>
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Page 1 of 16
# RENTAL PROGRAM PRICING - UNIFORMS (All Categories)

RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY

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**UniFirst Corporation**

Proposal Number: 587-19

"All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted

All prices based on weekly rental price based on 11 sets (5 changes per week) per wearer

**RENTAL PROGRAM PRICING - UNIFORMS (All Categories)**

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**UniFirst Corporation**

Proposal Number: 587-19

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<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
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## UniFirst Corporation

**Proposal Number:** 587-19

**All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted**

All prices based on weekly rental price based on 11 sets (5 changes per week) per wearer.

**RENTAL PROGRAM PRICING - UNIFORMS (All Categories)**

RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY

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<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>Form &quot;S&quot; Item No.</th>
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Page 7 of 16
### RENTAL PROGRAM PRICING - UNIFORMS (All Categories)

**RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY**

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**UNIFORMS (All Categories)**

**RENTAL PROGRAM PRICING - UNIFORMS (All Categories)**

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### UniFirst Corporation

Proposal Number: 587-19

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<td>1276</td>
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<td>$0.18</td>
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<td>7245</td>
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<td>$0.30</td>
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<tr>
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<td>21</td>
<td>72SA</td>
<td>Unisex spun-poly scrub Top</td>
<td>$0.15</td>
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<tr>
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<td>21</td>
<td>72SB</td>
<td>Unisex spun-poly scrub Pant</td>
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<td>$1.98</td>
</tr>
<tr>
<td></td>
<td>21</td>
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<td>Unisex spun-poly warm-up Scrub Jacket</td>
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<td>$3.08</td>
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<tr>
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<tr>
<td></td>
<td>21</td>
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<td>Women's Notched-Neck Tunics w/ side flex</td>
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<td>$2.75</td>
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<tr>
<td></td>
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<td>7264</td>
<td>Women's Flare Cargo Scrub Pant</td>
<td>$0.25</td>
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<tr>
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<td>21</td>
<td>72SI</td>
<td>Women's V-Neck Tunics</td>
<td>$0.25</td>
<td>$2.75</td>
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<td>21</td>
<td>72SJ</td>
<td>Women's Mock Wrap Tunics</td>
<td>$0.25</td>
<td>$2.75</td>
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<td>02SI</td>
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</tr>
<tr>
<td></td>
<td>21</td>
<td>7260</td>
<td>Women's Mock Crossover Tunics</td>
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</tbody>
</table>
## RENTAL PROGRAM PRICING - UNIFORMS (All Categories)

**RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY**

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>Form No.</th>
<th>UniFirst Product Code</th>
<th>Description</th>
<th>Weekly Price per each item</th>
<th>Extended Weekly Price based on 11 Sets Issued (per person)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>81</strong> Healthcare &amp; Lab Coats</td>
<td>21</td>
<td>10D3</td>
<td>Women's Straight Leg Cargo Scrub Pants</td>
<td>$0.30</td>
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<tr>
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<td>10D2</td>
<td>Unisex Ultimate Cargo Scrub Pants</td>
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<td>$3.30</td>
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</tr>
<tr>
<td><strong>82</strong> Healthcare &amp; Lab Coats</td>
<td>21</td>
<td>02A1</td>
<td>Women's V-Neck Tunics</td>
<td>$0.30</td>
<td>$3.30</td>
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<tr>
<td>21</td>
<td>7253</td>
<td>Women's Flare Leg Scrub Pants</td>
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<td>$3.30</td>
<td></td>
</tr>
<tr>
<td><strong>83</strong> Food Service Workwear</td>
<td>20</td>
<td>50AY</td>
<td>Food Processor Coat w/Knit Cuffs</td>
<td>$0.30</td>
<td>$3.30</td>
</tr>
<tr>
<td>20</td>
<td>50AZ</td>
<td>Food Processor Coat w/Open Cuffs</td>
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<td>$3.30</td>
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<tr>
<td>20</td>
<td>50AX</td>
<td>Food Processor Coat w/Knit Cuffs Pocketless</td>
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<tr>
<td><strong>84</strong> Food Service Workwear</td>
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<td>04GM</td>
<td>Micro Pique Gripper Polo Shirt</td>
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<tr>
<td><strong>85</strong> Food Service Workwear</td>
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<td>Pocketless Food Service Shirt - 65/35 Blend Men's Long Sleeve</td>
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<tr>
<td>20</td>
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<td>Pocketless Food Service Shirt - 65/35 Blend Men's Short Sleeve</td>
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<td>$2.20</td>
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<tr>
<td>20</td>
<td>0369</td>
<td>Pocketless Food Service Shirt - 65/35 Blend Women's Long Sleeve</td>
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<td>$2.75</td>
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</tr>
<tr>
<td>20</td>
<td>0540</td>
<td>Pocketless Food Service Shirt - 65/35 Blend Women's Short Sleeve</td>
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</tr>
<tr>
<td>20</td>
<td>0157</td>
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<tr>
<td>20</td>
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<td>Pocketless Food Service Shirt - 100% Cotton Short Sleeve</td>
<td>$0.30</td>
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<tr>
<td><strong>86</strong> Food Service Workwear</td>
<td>20</td>
<td>2637</td>
<td>TU-Knot 3/4 Sleeve Chef Coat</td>
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<td>$3.85</td>
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<tr>
<td>20</td>
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<td>TU-Button Full Sleeve Chef Coats</td>
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<tr>
<td>20</td>
<td>25SB</td>
<td>Mesh-Back Chef Coat</td>
<td>$0.42</td>
<td>$4.62</td>
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</tr>
</tbody>
</table>
**All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted**

All prices based on weekly rental price based on 11 sets (5 changes per week) per wearer

**RENTAL PROGRAM PRICING - UNIFORMS (All Categories)**

RENTAL PRICING INCLUDES PICK UP, LAUNDER, REPAIRS, AND DELIVERY

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>Form &quot;S&quot; Item No.</th>
<th>UniFirst product Code</th>
<th>Description</th>
<th>Weekly Price per each item</th>
<th>Extended Weekly Price based on 11 Sets Issued (per person)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>87 Food Service Workwear</strong></td>
<td>20</td>
<td>25SC</td>
<td>Long-Sleeve Mesh-Back Chef Coats</td>
<td>$0.42</td>
<td>$4.62</td>
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<tr>
<td></td>
<td>20</td>
<td>25GD</td>
<td>Executive Chef Coats w/Piping</td>
<td>$0.34</td>
<td>$3.74</td>
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<tr>
<td></td>
<td>20</td>
<td>25GA</td>
<td>10-Knot Full Sleeve Chef Coat</td>
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<td>$4.62</td>
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<tr>
<td><strong>88 Food Service Workwear</strong></td>
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<td>7011</td>
<td>Cobbler Apron</td>
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<td>$4.40</td>
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<td></td>
<td>20</td>
<td>7046</td>
<td>Knee Length Bib Apron</td>
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<td>$1.87</td>
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<td>20</td>
<td>5026</td>
<td>UniWear Butcher Coats - 100% Spun Poly</td>
<td>$0.33</td>
<td>$3.63</td>
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<tr>
<td></td>
<td>20</td>
<td>5033</td>
<td>UniWear Butcher Coats - 85/15 Blend</td>
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<td>$3.63</td>
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<td>20</td>
<td>5020</td>
<td>UniWear Butcher Coats - 65/35 Blend</td>
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<td>$3.63</td>
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<tr>
<td></td>
<td>20</td>
<td>5009</td>
<td>UniWear Butcher Coats - 65/35 Blend</td>
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<td>$3.63</td>
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<tr>
<td><strong>89 Food Service Workwear</strong></td>
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<td>Classic Fit Chef Pants</td>
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<td></td>
<td>20</td>
<td>117A</td>
<td>Baggy Chef Pants</td>
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<td></td>
<td>20</td>
<td>1141</td>
<td>Comfort Fit Chef Pant</td>
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<tr>
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<td>20</td>
<td>10HE</td>
<td>Softwill Service Pants</td>
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<td></td>
<td>20</td>
<td>11UM</td>
<td>Softwill No Pocket Service Pants</td>
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</table>
## RENTAL PROGRAM PRICING - TOWELS, MATS and MOPS

RENTAL PRICING INCLUDES PICK UP, LAUNDER, AND DELIVERY

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>Form &quot;S&quot; Item No.</th>
<th>UniFirst product Code</th>
<th>Description</th>
<th>Price Per each item Weekly (Usage)</th>
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<tbody>
<tr>
<td><strong>90 Mats</strong></td>
<td>25</td>
<td>76GA</td>
<td>3 X 5 - Great Impressions 2.0 Mat</td>
<td>$1.92 N/A</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>76GB</td>
<td>4 X 6 - Great Impressions 2.0 Mat</td>
<td>$2.93 N/A</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>76GC</td>
<td>3 X 10 - Great Impressions 2.0 Mat</td>
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<tr>
<td><strong>91 Mats</strong></td>
<td>25</td>
<td>UL03 / UL46</td>
<td><em>Custom Logo Mat 'Requires Buyout</em></td>
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<tr>
<td></td>
<td>25</td>
<td>UL16 / UL59</td>
<td><em>Custom Logo Mat 'Requires Buyout</em></td>
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<tr>
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<td>25</td>
<td>UL07 / UL60</td>
<td>3 X 10 - Custom Logo Mat 'Requires Buyout'</td>
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<tr>
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<td>25</td>
<td>5388</td>
<td>3 X 6 Scraper Mat</td>
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<td>25</td>
<td>5389</td>
<td>4 X 6 Scraper Mat</td>
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<tr>
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<td>25</td>
<td>7751</td>
<td>3 X 5 Anti Fatigue Mats</td>
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<td>7753</td>
<td>4 X 8 Anti Fatigue Mats</td>
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<td>76AT</td>
<td>3 X 5 Flow-through Mat</td>
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<tr>
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<td>25</td>
<td>76AY</td>
<td>3 X 9 Flow-through Mat</td>
<td>$3.93 N/A</td>
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</tbody>
</table>
**All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted**

**RENTAL PROGRAM PRICING - TOWELS, MATS and MOPS**

**RENTAL PRICING INCLUDES PICK UP, LAUNDER, AND DELIVERY**

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>UniFirst product Code</th>
<th>Description</th>
<th>Price Per each item Weekly (Usage)</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>Mops &amp; Towels</td>
<td>26</td>
<td>8318 18&quot; Dust Mops</td>
<td>$0.99</td>
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<tr>
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<td>26</td>
<td>8324 24&quot; Dust Mops</td>
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<tr>
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<td>26</td>
<td>8336 36&quot; Dust Mops</td>
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<tr>
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<td>26</td>
<td>8348 48&quot; Dust Mops</td>
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<tr>
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<td>26</td>
<td>8360 60&quot; Dust Mops</td>
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<tr>
<td></td>
<td>26</td>
<td>8118 32 oz. Wet Mops</td>
<td>$1.23</td>
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<tr>
<td></td>
<td>24</td>
<td>8023 18 x 18 Wipers (Bagged)</td>
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<tr>
<td></td>
<td>24</td>
<td>8554 Bar Mop Towels</td>
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<tr>
<td></td>
<td>24</td>
<td>8437 Microfiber Glass Towels</td>
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<tr>
<td></td>
<td>24</td>
<td>8438 Microfiber Multi Purpose</td>
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<td>N/A</td>
</tr>
</tbody>
</table>

**All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted**

**RENTAL PROGRAM PRICING - FACILITY SERVICES**

**RENTAL PRICING INCLUDES COMPLIMENTARY USAGE OF STANDARD DISPENSERS AND DELIVERY**

<table>
<thead>
<tr>
<th>CATALOG PAGE# &amp; SPECIAL CATEGORIES</th>
<th>UniFirst product Code</th>
<th>Description</th>
<th>Price Per each item (Different Delivery Intervals)</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Facility Services</td>
<td>28</td>
<td>6249 Center Pull Hand Towel Roll</td>
<td>$7.06</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>6221 Mini Twin sanitary toilet tissue</td>
<td>$3.22</td>
<td>N/A</td>
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<tr>
<td></td>
<td>28</td>
<td>1914 Pink &amp; Clean Soap</td>
<td>$2.78</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>1990 Luxury Foam Soap</td>
<td>$15.52</td>
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<td></td>
<td>28</td>
<td>1920 Purell Gel 800ml Sanitizer</td>
<td>$5.98</td>
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</tr>
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</table>

**Specifications**

- The Service Rental agreement is for 36 months from the date of initial installation of uniform or facility service program with a price increase of 2.0% on or around September 1st of each year of the agreement after 3 months of service.
All products specified per UniFirst The Uniform Rental Catalog 2018 as submitted

RENTAL PROGRAM PRICING - TOWELS, MATS and MOPS
RENTAL PRICING INCLUDES PICK UP, LAUNDRY, AND DELIVERY

- All garments will have an industry standard steam tunnel finish.
- Customers can request garments to be pressed at a cost of $0.25 per garment issued. This press will NOT EQUAL a dry cleaner press. It will be a standard industrial uniform press.
- UniFirst will waive all emblem and service charges on the initial order ONLY. All additional employees added, exchanged garments, etc. will have emblem charges of $1.50 for a person’s name and $3.00 for a standard script emblem per garment requiring the emblem. For a custom embroidered logo on an emblem, the charge will be $3.50 for any garment requiring the emblem. There will be a service charge of $1.00 per garment issued.
- For any direct embroidered garment, there will be a $6.00 charge for two placements of direct embroidery. There will be a $50.00 charge to set up digitizing artwork for direct embroidery.
- There will be a buyout of any direct embroidered garments, any Executive shirts with emblems, and any polo type shirt with emblems at the garment replacement cost then in effect.
- There will be an oversize garment charge of $2.00 per garment for:

  **Pants**
  - Men: Size 44” waist and up
  - Women: Size 22 waist and above

  **Shirts**
  - Men: Size 18” neck and above
  - Women: Size 22 and larger

  UniFirst will have a Delivery, Environmental, Fuel & Energy charge (D.E.F.E.) of $3.00 per invoice.