Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, December 18th, 2019 at 5:30 P.M. at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas.

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 – Commissioner Victor Leal

Pledge of Allegiance/Welcome

Call Meeting to Order

Citizen Communication/Input

1) Board Recognition

2) Recognition to the City of Harlingen Vital Statistics Department, Recipient of the 2019 Exemplary Five-Star Service Award. Attachment (Health)

3) Presentation by Javier Mendez, Parks & Recreation Director, regarding the duties and functions of the Parks & Recreation Department.

4) Approval of Minutes


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 Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.
5a) Second and final reading to approve and adopt an ordinance amending the Harlingen Code of Ordinances, Chapter 6, Sec. 6-152, Micro-chipping of cats and dogs to include the words “not already micro-chipped” to paragraph (c). Attachment (Environmental Health)

b) Second and final reading to approve and adopt an ordinance amending Chapter 18 of the Harlingen Code of Ordinances establishing the correction of rental fees for the City Stage and Mobile Restroom. Attachment (Parks & Recreation)

c) Consideration and possible action to approve a request from Maggie Juarez of St. Anthony’s Catholic School to close the following sections of roadways/streets for St. Anthony’s Walk A Thon to be held at St. Anthony’s Catholic School, Friday, January 31, 2020 from 9:00 a.m. to 10:00 a.m. Attachment (Police Dept.)

   - E. Van Buren Avenue from 10th to 11th Street
   - E. Jackson Avenue from 10th to 11th Street

d) Consideration and possible action to approve a refund of property taxes paid by Stars Restaurants, LLC, Acct. #15-7000-0040-0060-00 in the amount of $1,882.37 due to a decrease in value for Year 2019. Attachment (Finance)

e) Consideration and possible action to approve the preliminary and final plat with conditions of the proposed Industrial Estates Subdivision, bearing a legal description of 20.53 acres of land out of Lot 1, Block 1, Funk Seed Subdivision, located on the north side of E. Harrison Avenue, west of Bob Youker Street. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Chris Hamby. Attachment (Planning & Zoning)

6) Consideration and possible action to approve a lease agreement between the City of Harlingen and the Lower Rio Grande Valley Development Council – Valley Metro for the use of the property and structure located at 201 N. T. Street, Harlingen, Texas. Attachment (Special Projects Director)

7) Consideration and possible action to approve an ordinance on first reading to abandon and vacate a 0.0508 acre tract, being a 10 ft. wide utility easement comprised of a portion of an existing 10 ft. wide utility easement being over and across Lot 1, Block 6, Target Subdivision, and over and across Lot 3, of the Replat of Lots 1 thru 3, Block 1, of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision, and consideration and possible action to approve an alternative utility easement being a 0.1043 of an acre tract, being a 10-ft wide easement over and across Lot 1, Block 6, Target Subdivision, and Lot 3 of Replat of Lots 1 thru 3, Block 1, Costa Del Sol Subdivision and Lots 1 and 2, Target Subdivision, located at 952 Dixieland Road. Applicant: Josh Bratton of Agree Development, LLC. Attachment (Planning & Zoning)

8) Consideration and possible action to adopt ‘Active Violence Incidents – Standard Operating Guideline’ as an addendum to the City’s Emergency Management Plan; proposed by Fire Chief Rogelio Rubio, Police Chief Mike Kester and EMS Director Bill Aston. Attachment (Fire Dept.)
9) Consideration and possible action to approve a resolution to open a brokerage account with TD Ameritrade to accept a donation for the Harlingen Public Library and designate the City Manager as the signatory. Attachment (Finance)

10) Consideration and possible action to approve a resolution authorizing the Mayor to approve renewal of the three (3) year service agreement between MOTOROLA SOLUTIONS and the City of Harlingen Police Department for the monitoring and maintenance of Emergency Services Radio Communications Equipment in the amount of $158,083.02. Attachment (Police Dept.)

11) Consideration and possible action to approve an Interlocal Agreement between the City of Harlingen, and Cameron County to collaborate in the update to the Cameron County Hazard Mitigation Plan and authorize the City Manager to execute the agreement. Attachment (Carlos A. Sanchez, Asst. City Manager)

12) Second and final reading to approve and adopt an ordinance amending the revenue and expenditure budget for the City of Harlingen, Texas for Fiscal Year October 1, 2019 through September 30, 2020, total budget revenues will increase to $78,992,289 and total budget expenditure will increase to $85,274,832 respectively; providing for publication of the caption of this ordinance and ordaining other matters related to the foregoing. Attachment (Finance)

13) Board Appointments

   Discussion and possible action regarding membership on any of the following listed board/entity:
   
   a. Airport Board (1)
   b. Animal Shelter Advisory Committee (1)
   c. Audit Committee (1 - vacancy) (terms expired June, 2019)
   d. Civil Service Commission (1)
   e. Community Development Advisory Board (2)
   f. Construction Board of Adjustments (5)
   g. Convention & Visitors Bureau (2)
   h. Development Corporation of Harlingen, Inc.
   i. Downtown Improvement District Board (1)
   j. Golf Course Advisory Board
   k. Harlingen Community Improvement Board (1)
   l. Harlingen Housing Authority Board (2)
   m. Harlingen Finance Corporation (4)
   n. Keep Harlingen Beautiful Board (5)
   o. Library Advisory Board
   p. Mayor Wellness Council
   q. Museum Advisory Board (2)
   r. Parks Advisory Board
   s. Planning & Zoning Advisory Board (1)
   t. Senior Citizens Advisory Board (2)
   u. Tax Increment Finance Board (7)
   v. Utility Board of Trustees
   w. Veterans Advisory Board
   x. Zoning Board of Adjustments (6)
   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.

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 Wednesday, December 13th, 2019 at 2:15 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 13th day of December, 2019

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

**Meeting Date:** December 18, 2019

**Agenda Item:**
Recognition to the City of Harlingen Vital Statistics Department, Recipient of the 2019 Exemplary Five-Star Service Award.

**Prepared By (Print Name):** Josh Ramirez  
**Title:** Environmental Health Director  
**Signature:**

**Brief Summary:**

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

**Staff Recommendation:**

For Street Closures ONLY, Fire Chief’s approval: [ ] Yes [ ] No [ ] N/A  
City Manager’s approval: [ ] Yes [ ] No [ ] N/A

**Comments:**

City Attorney’s approval: [ ] Yes [ ] No [ ] N/A
JOINT SPECIAL MEETING OF THE HARLINGEN CITY COMMISSION
& DEVELOPMENT CORPORATION OF HARLINGEN, INC.
OCTOBER 2ND, 2019

A Joint Special Meeting of the Harlingen City Commission and Development Corporation of Harlingen, Inc., held October 2nd, 2019 at 4:30 p.m., City Hall, Town Hall Meeting Room, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

Mayor and Commissioners
Mayor Chris Boswell
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

Development Corporation of Harlingen, Inc.
Mickey Boland, President
Eric Ziehe, Vice President
Dr. Linda Burke, Treasurer
Ricky Leal, Member
Michael Lamon, Member

City Staff Present
Dan Serna, City Manager
Amanda C. Elizondo, City Secretary
Allison Bastian, Asst. City Attorney

EDC Staff
Raudel Garza, CEO and Manager of the Development Corporation of Harlingen

Call meeting to order (Harlingen City Commission)
Mayor Chris Boswell called the meeting to order and stated the agenda was duly posted according to State law.

Call meeting to order (Development Corporation of Harlingen, Inc.)
President Mickey Boland called the meeting to order and stated the agenda was duly posted according to state law.

Citizen Communication / Input
None

Mayor Boswell changed the order of the change and proceeded with the following item.

3. (Harlingen City Commission) Consideration and possible action to approve an ordinance on first and final reading by the City Commission of the City of Harlingen, Texas authorizing the issuance, sale and delivery of City of Harlingen, Texas General
Obligation Refunding Bonds, Series 2019; approving and authorizing a purchase contract, an Escrow Agreement, and a Paying Agent/Registrar Agreement; approving and authorizing all other instruments and procedures related thereto; delegating authority to the Mayor and/or the City Manager to select outstanding bonds to be refunded and approve all final terms of the bonds; and ordaining other matters relating to the subject.

Anne Burger Entrekin, Financial Advisor, with Hilltop Securities Company, highlighted the Bond’s Buyer’s Index of 20 Municipal Bonds and stated the current rate was 2.66% and since 1999 the market rate has been the lowest. A couple of weeks ago, the market rate has been at its lowest since the 60’s. Future interest rates are dependent on many factors, such as interest rate trends, tax rates, supply and demand of short term securities, changes in the law, rules and regulations, and changes in credit rating quality and rating agency considerations. She highlighted the following information.

### Summary of Currently Callable CO’s
**Combination Tax and Revenue Certificates of Obligation, Series 2010**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Principal Amount</td>
<td>$3,090,000</td>
</tr>
<tr>
<td>Callable Principal</td>
<td>$1,865,000</td>
</tr>
<tr>
<td>Callable Maturities</td>
<td>2021-2030</td>
</tr>
<tr>
<td>Coupons</td>
<td>3.50-4.125%</td>
</tr>
<tr>
<td>Call Date</td>
<td>2/15/2020</td>
</tr>
</tbody>
</table>

### Proposed General Obligation Refunding Bonds, Series 2019 with Upfront Savings

**Proposed and Projected General Obligation Refunding Bonds, Series 2019**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refunding Par Amount</td>
<td>$1,775,000</td>
</tr>
<tr>
<td>Gross Savings</td>
<td>$117,423</td>
</tr>
<tr>
<td>Average Annual Savings (2021-2024)</td>
<td>$28,286</td>
</tr>
<tr>
<td>Net Present Value Savings</td>
<td>$112,354</td>
</tr>
<tr>
<td>Present Value Benefit (%)</td>
<td>6.024%</td>
</tr>
<tr>
<td>True Interest Cost</td>
<td>2.432%</td>
</tr>
</tbody>
</table>

Discussion was held regarding the Projected Savings Structure; Parameter Bond Sale – Flexibility and Ms. Entrekin recommended that four (4) parameters be established for consideration by the City Commission. She requested guidance to establish the (4) four parameters to delegate authority to the Mayor and City Manager on the City’s bonds. They would not proceed without the guidance of the Development Corporation of Harlingen, Inc. and would monitor the market rate on a daily basis to secure the best interest rate for the City. She highlighted the following information.

### Suggested Parameters for the City Commission’s Consideration

- Minimum Savings Threshold for Refunding
- Maximum Interest Rate
- Maximum Principal Amount of Issue
- Maximum Maturity Date
- Expiration of Delegated Authority
- Delegation Authority – The Mayor and the City Manager

The suggested tax-exempt series parameters for City Commission’s consideration

- Minimum Savings Threshold for Refunding – 3.00%
- Maximum Interest Rate – 3.50%
- Maximum Principal Amount of Issue - $1,865,000
Maximum Maturity Date – February 15, 2030
Expiration of Delegated Authority – 180 Days
Delegation Authority – The Mayor and the City Manager

The Proposed timetable of events includes this meeting distributing the first draft of the official statement which is the disclosure documents, used by investors to make their decision on the bonds. They would go through the process with Standard and Poor’s and Fitch Rating Agencies to review the City’s rating; hold conference calls with them; discuss the City’s economy, government management and finances regarding its debt; November 8th was the expected date to receive a rating with a target pricing date of November 21, 2019 and hopefully close on Tuesday, December 17, 2019. This process is subject to meeting all the parameters. If the City is interested in moving forward with the refunding of the bonds, this would allow for the City to move forward.

Mayor Pro-Tem Mezmar asked if Hilltop Security is going to wrap up the bonds and sell them as one or individually.

Mrs. Entrekin replied they are offering this as an all or non-basis; the City would select the underwriters; and the underwriters would offer those to the potential investors on a maturity basis. The City could have up to five (5) different maturity or twenty different investors. They would ask the underwriter to do it on an all or non-basis to lock in the savings and meet the parameters defined by the City Commission.

Discussion was held regarding the City’s current general obligation outstanding debt and Mayor Pro-Tem Mezmar stated some of these bonds are shorter bonds and the proposed date was 2030, a 10 year bond. There are savings all the way through, but to extend the maturity of the ones for 2021, 2022, and 2023 from 1, 2, 3 years to 10 years and asked if this was correct.

Mrs. Entrekin replied there would be a little bit of deferral in the years which would generate savings, but the average life would be shorter on the new bonds. They look at the average coupon, lowest coupon is 3.5% until 2021 and then it goes all the way up to 4.125%. We are looking at a projected true interest cost on the new bond of a 2.432% which would be lower on the projected interest rate of every year of the bonds. They believed the City would get a lot of those savings.

Commissioner Leal asked if $117,423 is a hypothetical number which includes their fees of 25% and everything else.

Mrs. Entrekin responded yes.

Motion was made by Commissioner Uribe and seconded by Commissioner Leal to approve an ordinance on first and final reading of the City of Harlingen, Texas authorizing the issuance, sale, and delivery of the City of Harlingen, Texas General Obligation Refunding Bonds, Series 2019; approving and authorizing a purchase contract, an Escrow Agreement, and a Paying Agent/Registrar Agreement; approving and authorizing all other instruments and procedures related thereto; delegating authority to the Mayor and/or the City Manager to select outstanding bonds to be refunded and approve all final terms of the bonds; and ordaining other matters relating to the subject. Motion carried unanimously.

Mickey Boland, President of the Development Corporation of Harlingen, Inc. proceeded with the following item.
1. (Development Corporation of Harlingen, Inc.) Consideration and possible action to approve and adopt a resolution of the Harlingen Economic Development Corporation authorizing the issuance of Sales Revenue Refunding Bonds, Series 2019A and Harlingen Economic Development Corporation Sales Tax and Lease Rental Revenue Refunding Bonds, Taxable Series 2019B, approving all documents related thereto, delegating authority to certain designated officials of the Corporation to select outstanding bonds to be refunded and approve all final terms of the Bonds.

Anne Burger Entrekin stated the market update is the same as discussed with the City of Harlingen. She highlighted the following information.

<table>
<thead>
<tr>
<th>Summary of Callable Bonds, Series 2010A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Principal Amount</td>
</tr>
<tr>
<td>Callable Principal</td>
</tr>
<tr>
<td>Callable Maturities</td>
</tr>
<tr>
<td>Coupons</td>
</tr>
<tr>
<td>Call Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Sales Tax and Lease Rental Bonds Taxable, Series 2010B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Principal Amount</td>
</tr>
<tr>
<td>Callable Principal</td>
</tr>
<tr>
<td>Callable Maturities</td>
</tr>
<tr>
<td>Coupons</td>
</tr>
<tr>
<td>Call Date</td>
</tr>
</tbody>
</table>

Mrs. Entrekin stated the reason for the high savings is because of their work with Chase Partner, Stefano, Taverna which helped them with all the legal documents and to understand the taxable portion relating to the lease payments. Based on the projected lease payments, they were able to target a taxable payment of $391,000. A significant portion of these taxable bonds will be done on a tax exempt basis. The numbers were updated including the insurance part. The information was sent to two (2) providers, but they have not committed to offer the insurance. Based on the information at hand, they believed that the savings would likely be $5.5 million over time with about $425,000 every year. She highlighted the following information for the EDC Board and City Commission's consideration.

**PROJECTED SUMMARY STATISTICS**

| Par Amount of Tax-Exempt Bonds | $17,220,000 |
| Par Amount of Taxable Bonds | $4,025,000 |
| True Interest Cost | 2.53% |
| Gross Savings | $5,574,040 |
| Net Present Value Savings | $4,705,700 |
| NPV Savings as a percent of Refunded Bonds | 20.38% |
| Additional NPV Savings Required for Reserved Fund | - |

**PARAMETER BOND SALE RECOMMENDED PARAMETERS FOR CONSIDERATION**

| Minimum Savings Threshold for Refunding | 3.00% |
| Maximum Interest Rate | 4.00% |
| Maximum Principal Amount of Issue | $23,096,000 |
| Maximum Maturity Date | February 15, 2032 |
| Expiration of Delegated Authority | 180 Days |
| Delegation Authority | the Mayor and the City Manager |
Mrs. Entrekin stated the expected date to receive the ratings is October 9th, the date for the pricing is October 22, 2019 and closing date is November 19, 2019.

Motion was made by Mr. Lamon and seconded by Mr. Ziehe to approve and adopt the resolution of the Harlingen Economic Development Corporation authorizing the issuance of Sales Revenue Refunding Bonds, Series 2019A and Harlingen Economic Development Corporation Sales Tax and Lease Rental Revenue Refunding Bonds, Taxable Series 2019B, approving all documents related thereto, delegating authority to certain designated officials of the Corporation to select outstanding bonds to be refunded and approve all final terms of the Bonds. Motion carried unanimously.

2. (Harlingen City Commission) Consideration and possible action to approve and adopt a Resolution of the City of Harlingen approving a Resolution of the Harlingen Economic Development Corporation with respect to the issuance of Sales Tax Revenue Refunding Bonds, Series 2019A and Sales Tax and Lease Rental Revenue Refunding Bonds, Taxable Series 2019B to refinance certain outstanding obligations of the Corporation.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to approve and adopt the resolution of the City of Harlingen approving a resolution of the Harlingen Economic Development Corporation with respect to the issuance of Sales Tax Revenue Refunding Bonds, Series 2019A and Sales Tax and Lease Rental Revenue Refunding Bonds, Taxable Series 2019B to refinance certain outstanding obligations of the Corporation. Motion carried unanimously.

Adjourn (Harlingen City Commission)

There being no further business to discuss, Mayor Boswell adjourned the meeting.

Adjourn (Development Corporation of Harlingen, Inc.)

There being no further business to discuss, President Boland adjourned the meeting.

ATTEST:  

CITY OF HARLINGEN

Amanda C. Elizondo  
City Secretary

Chris Boswell, Mayor

ATTEST:  

Development Corporation of Harlingen, Inc.

Raudel Garza, Manager and CEO  

Mickey Boland, President
ORDINANCE NO. 2019

AN ORDINANCE AMENDING ORDINANCE NO. 2016-13 AMENDING THE HARLINGEN CODE OF ORDINANCES, CHAPTER 6, ANIMALS, ARTICLE IV ANIMAL CONTROL SECTION 6-152 MICROCHIPPING OF CATS AND DOGS (C) TO INCLUDE THE WORDS “NOT ALREADY MICROCHIPED.”

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

WHEREAS, the Elective Commission of the City of Harlingen, Texas (City Commission) may adopt an ordinance that is for good government, peace or order of the municipality; and

WHEREAS, The City Commission wishes to amend Ordinance No. 2016-13 to reflect the needs of the City;

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

Section 6-152. That Harlingen Code of Ordinances, Animals, Chapter 6, Article IV Animal Control,

(C) All impounded dogs or cats, not already microchipped, shall have a microchip inserted between its shoulder blades before being released to its owner. The owner of the dog or cat shall pay the cost for this procedure in addition to the impoundments fee.

FINALLY ENACTED THIS ___ day of ____, 2019 at a 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

BY: __________________________
Chris Boswell, Mayor

ATTEST:

__________________________
Amanda C. Elizondo, City Secretary
RESOLUTION NO. 2019-__

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING EXHIBIT "A" OF ORDINANCE NO. 2018-1 AND AMENDING CHAPTER 18, MASTER FEE SCHEDULE OF THE HARLINGEN CODE OF ORDINANCES ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN; AMENDING CHAPTER 36 PARKS AND RECREATION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

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

Section 1. That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended by correcting Exhibit "A" RENTAL RATES FOR VENDOR BOOTHS AT VARIOUS CITY PARKS, HARLINGEN FIELD AND RENTAL RATES FOR USE OF THE MOBILE STAGE AND MOBILE BATHROOM UNITS and to read as follows:

MOBILE STAGE RENTAL:
"Private events" must be accessible to the general public and free.
Regular Stage and Setup $550.00
Extended Stage and Setup $750.00

MOBILE BATHROOMS UNITS:
"Private events" must be accessible to the general public and free.
Regular 6 Hour Usage and Setup $265
Overtime 6 Hour Usage and Setup $340

FINALLY ENACTED THIS 18TH day of December, 2019 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: ______________________
Chris Boswell, Mayor

ATTEST:

_____________________
Amanda C. Elizondo, City Secretary
Consider and take action to approve a request from Maggie Juarez of St. Anthony’s Catholic School to close certain sections of roadways / streets for St. Anthony’s Walk A Thon being held at St. Anthony’s Catholic School on the 1000 block of E. Van Buren and E. Jackson Ave. on Friday, January 31, 2020 from 9:00 a.m. to 10:00 a.m.

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

Brief Summary:
Maggie Juarez of St. Anthony’s Catholic School is requesting to close the streets noted below beginning Friday, January 31, 2020 from 9:00 a.m. to 10:00 a.m. until the event ends:
- E. Van Buren Ave from 10th St to 11th St.
- E. Jackson Ave from 10th St to 11th St.

St. Anthony’s Walk A Thon attracts crowds of people. The street closure is for the safety of the participants as well as for the safety of the public in attendance. The Harlingen Asst. Fire Chief has reviewed the request and provided approval.

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

Staff Recommendation:
Staff recommends approval of the street closure.
For Street Closures ONLY, Fire Chief’s approval: X Yes  No  N/A
City Manager’s approval:  Yes  No  N/A

Comments:

City Attorney’s approval:  Yes  No  N/A

Meeting Date: December 18, 2019
TO: Chief of Police

FROM: District Representative

RE: Street Closure Request

REQUESTOR: Maggie Juarez, St. Anthony’s Catholic School, 956-423-2486

EVENT NAME: St. Anthony’s Walk A Thon

DATES AND TIMES: January 31st, 2020

LOCATION: St. Anthony’s Catholic School, 1015 E Harrison Ave, Harlingen, TX 78550

DESCRIPTION: St. Anthony’s Catholic School is requesting a street closure of the 1000 block of E. Van Buren and E. Jackson Ave for January 31st, 2020. They are requesting the streets to be closed on Friday January 31st, 2020, 9:00 AM until event ends after 10:00 AM.

The Walk A Thon is a fund raiser held by the school and is expected to have around 200 participants. I am recommending for the street closure to be granted and barricades be provided by the Street Department on the days specified by the request. A copy of the request and map will be turned in with the Idc.

1) E Van Buren Ave from 10th St to 11th St.
2) E Jackson Ave from 10th St to 11th St.

COMMENT/NOTES: The streets will be closed for the safety of the public in attendance.

RECOMMENDATION: Approve

<table>
<thead>
<tr>
<th>OFFICER / EMPLOYEE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12/3/19</td>
</tr>
<tr>
<td>SERGEANT / SUPERVISOR</td>
<td></td>
<td>12/3/19</td>
</tr>
<tr>
<td>COMMANDER / MANAGER</td>
<td></td>
<td>12/3/19</td>
</tr>
<tr>
<td>DEPUTY CHIEF</td>
<td></td>
<td>12/3/19</td>
</tr>
<tr>
<td>ASSISTANT CHIEF</td>
<td></td>
<td>12/3/19</td>
</tr>
<tr>
<td>CHIEF OF POLICE</td>
<td></td>
<td>12/3/19</td>
</tr>
</tbody>
</table>
From: Gonzalez, Jose
Sent: Tuesday, December 3, 2019 11:40 AM
To: Brooks, Michael; Gonzales, Orlando; Gonzalez, Jose; Villegas, Hector; Curry, Robert W.
Subject: FW: Walk-A-Thon 01/31/2020

From: Anderson, Miryam
Sent: Tuesday, December 3, 2019 11:21 AM
To: Villarreal, Danny
Cc: Pena, Frances
Subject: FW: Walk-A-Thon 01/31/2020

Hello sir,

Will you pls respond to Ms. Juarez and assign this...

Thanks you si.

Ac. Anderson

From: Pena, Frances
Sent: Tuesday, December 3, 2019 10:47 AM
To: Villarreal, Danny; Osborne, David; Brooks, Michael; Gonzalez, Jose
Cc: Kester, Mike; Anderson, Miryam
Subject: Fwd: Walk-A-Thon 01/31/2020

From: Maggie Juarez <mjuarez@cdobcs.org>
Date: December 3, 2019 at 10:00:37 AM CST
To: francespena2@harlingenpolice.com
Subject: Walk-A-Thon 01/31/2020

Good Morning Frances,

We will be having our annual Walk-A-Thon on January 31, 2020 from 9:00 a.m. to 10:00 a.m. We would like to close off streets for the safety of our students. Attached you will find a map of the route we will be walking and the streets that we would liked closed. Please let me know if you have any questions or concerns, and if this will be possible. Thank you. Merry Christmas!
1015 E Harrison St
Harlingen I TX 78550-7123
Elizondo, Amanda C.

From: Alvarez, Eduardo  
Sent: Thursday, December 05, 2019 3:28 PM  
To: Nora Alfaro-HPD  
Subject: RE: Street Closure

HFD has no issues with this closure.

Thanks,

Eduardo Alvarez  
Assistant Fire Chief  
Harlingen Fire Department  
24200 N. FM 509  
Harlingen, TX 78550  
956-897-1131

From: Nora Alfaro-HPD  
Sent: Tuesday, December 03, 2019 4:38 PM  
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna; Robles, Lile  
Cc: Pena, Frances; Cantu, Carlos  
Subject: Street Closure

Good Afternoon Asst. Fire Chief Alvarez:

Please review this street closure request and provide your recommendation so that we can include as an agenda item at the next City Commission meeting. The deadline to submit to the City Secretary is December 6, 2019.

Your assistance with this matter is greatly appreciated.

Thank You  
Nora Alfaro, Admin. Asst. - Fiscal  
HARLINGEN POLICE DEPT.  
1018 Fair Park Blvd., Harlingen, TX 78550  
(956) 216-5425 Office  
(956) 216-5681 Fax  
email: noraa@harlingenpolice.com

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**AGENDA ITEM**
**EXECUTIVE SUMMARY**

Meeting Date: 12/18/2019

<table>
<thead>
<tr>
<th>Agenda Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consideration and possible action to approve a refund of property taxes paid by Stars Restaurants LLC on account #15-7000-0040-0060-00.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prepared By (Print Name):</th>
<th>Elvia Treviño</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Finance Director</td>
</tr>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief Summary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This refund request in the amount of $1,882.37 for account #15-7000-0040-0060-00 is due to an adjustment. Stars Restaurant LLC overpaid due to a decrease in value per arbitrator’s determination for year 2019.</td>
</tr>
</tbody>
</table>

Total amount of refund requested is $1,882.37.

Refunds over $500.00 require Commission approval.

<table>
<thead>
<tr>
<th>Funding (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are funds specifically designated in the current budget for the full amount for this purpose?</td>
</tr>
<tr>
<td>*If no, specify source of funding and amount requested:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staff Recommendation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff recommends approval of refund.</td>
</tr>
</tbody>
</table>

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

| Comments: | |

| City Attorney’s approval: | Yes | No | N/A |

12/12/19
MEMORANDUM

TO: Elvia Trevino
   City of Harlingen
   Harlingen, Texas 78550

FROM: Aurora Lozano
      TAX OFFICE
      Harlingen, Texas 78550

DATE: December 5, 2019

RE: Account #15-7000-0040-0060-00, Stars Restaurants LLC

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 a decrease in value per arbitrator's determination for year "2019".

Therefore the amount of $1,882.37 to be refunded to:

Stars Restaurants LLC
2741 NW 156th Street
Edmond, OK 73013-2101

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

<table>
<thead>
<tr>
<th>Entity: HARLINGEN C.I.S.D (IHG)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Impr</strong></td>
<td>172,516</td>
</tr>
<tr>
<td><strong>Land</strong></td>
<td>44,000</td>
</tr>
<tr>
<td><strong>Appr/Mkt</strong></td>
<td>216,516</td>
</tr>
<tr>
<td><strong>CAP</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Assessed</strong></td>
<td>216,516</td>
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<tr>
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<tr>
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<table>
<thead>
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<th>Entity: CITY OF HARLINGEN (CHG)</th>
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<tr>
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<table>
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<tr>
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**Appraisal Value Certification**

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<td>Certification Year:</td>
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<tr>
<td>Supplement number:</td>
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<tr>
<td>GeoID:</td>
<td>15-7000-0040-0060-00</td>
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<tr>
<td>Owner:</td>
<td>STARS RESTAURANTS LLC</td>
</tr>
<tr>
<td></td>
<td>2941 NW 156th St</td>
</tr>
<tr>
<td></td>
<td>Edmond, OK 73013-2101</td>
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**Entity: PORT OF HARLINGEN (SAN)**

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<tr>
<td>Taxable</td>
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**Entity: CENTRAL APPRAISAL DISTRICT (CAD)**

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<tbody>
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<tr>
<td>Taxable</td>
<td>216,516</td>
<td>216,516</td>
</tr>
</tbody>
</table>

Group Code: 336
Supp Code: 41A.01
Reason: Supplementing value as per Arbitrators Determination for 2019 as per Sec 41A.01 of the T.P.T.C., RRZ 11/26/19.

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

*VALUE CERTIFIED BY:* CHIEF APPRAISER

---

Rick Moreno, RPA- Market Analysis Manager
11/26/2019 9:42:21AM

Page 2 of 2
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 18, 2019

AGENDA ITEM:
Consideration and possible action to approve the preliminary and final plat with conditions of the proposed Industrial Estates Subdivision, bearing a legal description of 20.53 acres of land out of Lot 1, Block 1, Funk Seed Subdivision, located on the north side of E. Harrison Ave, west of Bob Youker St. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Chris Hamby.

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

BRIEF SUMMARY:

Project Timeline
- November 14, 2019 – Original preliminary and final plat application submitted to the City (ATTACHMENT I).
- November 21, 2019 – Subdivision reviewed by the Subdivision Review Committee.
- November 21, 2019 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- December 4, 2019 – Preliminary and final resubmitted; application deemed complete.
- December 18, 2019 – Consideration of the preliminary and final plat by the Planning and Zoning Commission.

Summary
- The proposed subdivision consists of five industrial lots. It is located inside the City Limits on the north side of E. Harrison Ave., west of Bob Youker St. (ATTACHMENT II-III).
- The intended use is allowed based on the existing zoning designation of Light Industry ("LI").
- Water and sanitary sewer services will be provided by HWWS.
- All items on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.

STAFF RECOMMENDATION:
Staff recommends approval of the preliminary and final plat with the following conditions:

Conditions
1. As per Sec. 109-92, Submittal of two original signed copies of mylars, submittal of tax certificates, and submittal of a check payable to the county clerk for the recording fee.
2. As per Sec. 109-92(d)(7), Approval of a Street Assessment for Bob Youker Road.
3. As per Sec. 109-124(f)(1), Approval of sidewalk escrow.
4. As per Sec. 109-92(d)(1), Comply with TxDOT Access Management
5. As per Sec. 109-128, Approval of construction plans by City Engineer's office and by the Harlingen Waterworks Engineer's Office.

6. As per Sec. 109-91(c)(5), Show the correct flood zone on notes.

7. As per Sec. 109-91(c)(14), Illustrate the City Limits on the vicinity map.

8. As per Sec. 109-124(c)(13), Provide a 30-foot corner clip.

9. As per Sec. 109-92(c)(1), The final plat should conform to the changes to the preliminary plat.

10. As per Sec. 109-92(d)(1), Comply with Harlingen Water Works.

**FUNDING (IF APPLICABLE):**

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

Finance Director's approval:  
City Manager’s approval:

**COMMENTS:**

City Attorney’s approval:
5. As per Sec. 109-128, Approval of construction plans by City Engineer’s office and by the Harlingen Waterworks Engineer’s Office.

6. As per Sec. 109-91(c)(5), Show the correct flood zone on notes.

7. As per Sec. 109-91(c)(14), Illustrate the City Limits on the vicinity map.

8. As per Sec. 109-124(c)(13), Provide a 30-foot corner clip.

9. As per Sec. 109-92(c)(1), The final plat should conform to the changes to the preliminary plat.

10. As per Sec. 109-92(d)(1), Comply with Harlingen Water Works.

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</tr>
</thead>
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</tr>
<tr>
<td>*If no, specify source of funding and amount requested:</td>
</tr>
</tbody>
</table>

| Finance Director’s approval: | Yes | No | N/A |
| City Manager’s approval: | Yes | No | N/A |

| COMMENTS: |
| City Attorney’s approval: | Yes | No | N/A |

12/13/18
CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

<table>
<thead>
<tr>
<th>Project Address</th>
<th>Nearest Intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Younger + FM 106</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Proposed) Subdivision Name</th>
<th>Existing Zoning Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDUSTRIAL ESTATE'S</td>
<td>LIGHT INDUSTRIAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot</th>
<th>Block</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Future Land Use Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIGHT INDUSTRIAL</td>
</tr>
</tbody>
</table>

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

<table>
<thead>
<tr>
<th>Applicant/Authorized Agent</th>
<th>Email Address (for project correspondence only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone &amp; FAX</td>
<td><a href="mailto:dmemtla@secap.com">dmemtla@secap.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>717 US Hwy 180 E City: La Feria</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Owner(s) Email Address (for project correspondence only):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair Member/Landowner/Developer Phone &amp; FAX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City: Harlingen</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Process</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Annexation Request</td>
<td>No Fee</td>
</tr>
<tr>
<td>☐ Administrative Appeal (ZBA)</td>
<td>$125.00</td>
</tr>
<tr>
<td>☐ Comp. Plan Amendment Request</td>
<td>$250.00</td>
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<tr>
<td>☐ Re-zoning Request</td>
<td>$250.00</td>
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<tr>
<td>☐ SUP Request/Renewal</td>
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<tr>
<td>☐ Zoning Variance Request (ZBA)</td>
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<tr>
<td>☐ PDD Request</td>
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<td>☐ License to Encroach</td>
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<td>☐ Re-plat</td>
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<td>☐ Vacating Plat</td>
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<td>☐ Development Plat</td>
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<tr>
<td>☐ Subdivision Variance Request (each)</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Please provide a basic description of the proposed project:

Left INDUSTRIAL DEVELOPMENT

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: __________

Property Owner(s) Signature: ___________________________ Date: __________

Accepted by: ___________________________ Date: __________
AFFIDAVIT
AUTHORIZATION TO SUBMIT AND REVISE
SUBDIVISION APPLICATION

I (we), the undersigned, Chris Hamby, do hereby authorize Moore Land Surveying, LLC to act as my (our) agent in the submittal and revision of the Subdivision application for the property described as Industrial Estates; and do hereby grant Moore Land Surveying, LLC the power to act in my (our) behalf by signing and submitting all necessary "Subdivision Application Forms".

Date: 04 DEC 19

By:

Name Printed: Christopher Hamby

Title: Owner

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 47th day of December 2019, by Christopher Hamby

Date: 12/19/19

Notary Public, State of Texas

Name Printed: Ana Moore

My Commission Expires: 3/22/23
# EXECUTIVE SUMMARY

**Meeting Date:** December 18, 2019  
**Agenda Item:** Consideration and possible action to approve a lease agreement between the City of Harlingen and the Lower Rio Grande Valley Development Council - Valley Metro for the use of the property and structure located on 201 N. T Street, Harlingen, TX.

---

**Prepared By:** J. Joel Garza Jr, CPM  
**Title:** Special Projects Director  
**Signature:**

---

**Summary**

The Lower Rio Grande Valley Development Council-Valley Metro has been using the old Cameron County PCT. 4 facility has their temporary transfer station since January of 2019. Since the City of Harlingen now owns this property, a lease agreement is needed to outline the rules and responsibilities of each entity for their continued use on this property as their temporary transfer station. This lease agreement is similar to what the LRGVDC-Valley Metro originally had with Cameron County with an annual fee of $1.00.

---

**Funding (if applicable):**

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

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

---

**Staff Recommendation:**

Staff recommends approval.

---

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

---

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

---

form revised 04/29/09
This Lease, made this ___ day of ________, 2019, by and between the City of Harlingen, Texas, (hereinafter sometimes called “Landlord”) and the Lower Rio Grande Valley Development Council (hereinafter sometimes called “Tenant”).

Landlord agrees to lease to Tenant that certain Property and improvements thereon described as follow: 201 N. “T” Street, Harlingen, Texas, (the “Premises”). Said Premises to be occupied and used for public transportation services in the form of a bus transfer station, the administrative offices associated with the same, and any ancillary uses necessary for the transportation services or administrative offices of the Tenant in connection with the operation of Tenant’s profession as the Lower Rio Grande Valley Development Council – Valley Metro.

Term (Months): 12
Commencement Date: ______________
Termination Date: ______________

This Lease may be renewable upon written agreement, signed by Landlord and Tenant.

Landlord and Tenant agree:

1) USE: The Premises shall be used only for the purpose of providing administrative offices and public transportation services. Tenant is required to submit to the Landlord a monthly Ridership Report. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises.

2) RENT: Tenant agrees to pay Landlord an annual total sum of $1.00 a year.

3) UTILITIES: Tenant agrees to pay for all water, gas, heat, light, power, and other utilities and services supplied to the Premises.

4) LANDLORD’S REPAIRS: Landlord shall at its expense maintain only the roof, foundation, structural plumbing, and the structural soundness of the exterior walls of the building in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the Tenant, or Tenant’s employees, agents or invitees, or caused by Tenant’s default hereunder. The term “walls” as used herein shall not include windows, glass, or plated glass, doors or special store fronts. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same but not to exceed 10 business days to cure such defect. Landlord’s liability hereunder shall be limited to the cost of such repairs or curing such defect. Furthermore, Tenant shall be responsible for maintaining all climate control systems so as to make said premises appropriate for its intended purpose.
5) **REPAIRS AND RE-ENTRY:** Tenant will at Tenant’s own cost and expense, repair or replace any damage or injury done to building or any part thereof by Tenant or Tenant’s agents, employees and invitee, and if Tenant fails to make sure repairs or replacements promptly, or replacement, and Tenant shall repay cost thereof to Landlord on demand. Tenant will not commit or allow any waste or damage to be committed on any portion of the demised Premises, and shall at termination of this lease, by lapse of time or otherwise, deliver up said Premises, vacant and unencumbered, to Landlord, to Landlord’s satisfaction, in good condition as at date of initial occupancy, ordinary wear and tear excepted, and upon such termination of lease, Landlord shall have the right to re-enter and resume possession of the demised Premises.

6) **ALTERATIONS:** Tenant shall not make any alternations, additions or improvements to the Premises without prior written consent of Landlord. Tenant may, with the consent of Landlord, but at its own cost and expense and in good workmanlike manner make such minor alternations, additions or improvements to the building and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations, and other requirements. At the termination of this lease, Tenant shall, if Landlord elects, remove all alternations, additions, improvements erected by Tenant and restore the Premises to their original condition; otherwise such improvements shall be delivered up to the Landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the buildings and other improvements situated on the Premises. Any damage whatsoever to the Premises caused by Tenant will be repaired by the Tenant at Tenant’s expense to the satisfaction of the Landlord.

7) **SIGNS:** Tenant shall have the right to install signs upon the exterior of said buildings only when first approved in writing by the Landlord and subject to any applicable governmental laws, ordinances, regulations, and other requirements. Tenant shall remove all such signs at the termination of this lease and return the Premises to their original condition to the satisfaction of the Landlord. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements.

8) **INSPECTIONS:** Landlord and Landlord’s agents and representatives shall have the right to enter and inspect the Premises at any time during reasonable business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required to be made by Landlord under the terms of the lease.

9) **ASSIGNMENT:** This Lease is not assignable.
10) USE VIOLATIONS AND INSURANCE COVERAGE: Tenant and Landlord agree not to occupy or use, not permit any portion of the Premises to be occupied or used for any business or purpose which is either not a "Use" permitted by this agreement or otherwise unlawful in part or in whole or deemed to be disreputable in any matter, or extra hazardous on account of fire, not permit anything to be done which will in any way void insurance now in effect or increase the rate of fire insurance on the building or contents, and in the event that by reason of acts of Tenant, there shall be any increase in rate of insurance on the building or contents created by Tenant's acts or conduct of business, then Tenant hereby agrees to pay such increase. Tenant shall maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. Tenant shall also assume all responsibility for its personal property located on the Premises and maintain a policy of insurance sufficient to repair or replace said property.

11) LAWS AND REGULATIONS: Tenant and Landlord will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations (State, Federal, Municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Premises.

12) NUISANCE: Tenant and Landlord agree to conduct its business, and control its agents, employees and invitees in such a manner as not to create any nuisance, interfere with, annoy, and disturb the Landlord in the management of building.

13) CONDEMNATION: Should the Premises or the building be taken or condemned in whole or in part for public purposes, then the terms of this lease shall, at the option of the Landlord, forthwith terminate. Landlord shall receive the entire award from such taking, and Tenant shall have no claim.

14) COMMON AREAS: The Following provisions shall apply to the use of common areas:

a) Definitions. The phrase "Common Areas" means all areas and facilities outside the portion of the Premises used for the Tenant's administrative offices that are provided and designated for general use and convenience of Tenant and their respective officers, agents and employees, customers, and invitees. Common Areas include (but are not limited to) hallways, public restrooms, pedestrian sidewalks, landscaped areas, roadways and parking areas. Landlord reserves the right from time to time to make changes in the shape, size, location, number, and extent of the land and improvements constituting the Common Areas. Landlord may designate from time to time additional parcels of land for use as a part thereof, and any additional land so designated by Landlord for such use shall be included until such designation is revoked by Landlord.

b) Tenant's Rights and Obligations. Landlord hereby grants to Tenant, during the term of this Lease, the license to use, for the benefit of Tenant and its officers, agents, employees, customers, and invitees, in common with the others entitled to such use, the Common Areas as they from time to time exist, subject to the rights, powers, and
privileges herein reserved to Landlord. Tenant shall not at any time park or permit the parking of motor vehicles, belonging to it or to others, so as to interfere with the public transportation services on the Property, pedestrian sidewalks, roadways, fire escape, and loading areas, or in any portion of the parking areas not designated by Landlord for such use by Tenant.

15) FIRE AND CASUALTY DAMAGE:

a) If the building situated on the Premises should be partially damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord.

b) If the building situated on the Premises should be totally destroyed by fire or other casualty, or if they should be so damaged that rebuilding or repairs cannot be completed within one hundred and twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective upon the date of the occurrence of such damage.

c) If the building situated on the Premises should be damaged by fire or other casualty but only to such extent that rebuilding or repairs can be completed with one hundred and twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective upon the date of the occurrence of such damage.

d) Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extend coverage casualties covered by the insurance maintained hereunder, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone from whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releaser’s policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

16) BREACH OF OBLIGATION: This Lease Agreement is entire as to all of the performance to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire Lease Agreement and shall give the other party the right to terminate this Lease Agreement, in accordance with the paragraph regarding termination above.
17) SEVERABILITY: If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provisions as there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and legal, valid and enforceable.

18) TERMINATION: Either party may terminate this lease by giving thirty (30) days written notice to the other party of its intent to terminate lease.

19) CONDITION OF PROPERTY: Tenant accepts the Property in the current condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition originally provided, allowing for normal wear and tear.

20) NOTICE: Any notice required or permitted under this lease shall be in writing. Any notice or document under this lease shall be in writing. Any notice or document required or permitted to be delivered hereunder shall deem to be delivered whether actually received or not when deposited as a point in the State of Texas in the U.S. Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties, at their last know address.

For Notices to Landlord:
Dan Serna, City Manager
City of Harlingen Council
118 East Tyler Ave
Harlingen, TX 78550
(956) 216-5001

For Notices to Tenant:
Ron Garza, Executive Director
Lower Rio Grande Valley Development
301 W. Railroad Street
Weslaco, TX 78596
(956) 682-3481

21) GOVERNING LAWS/VENUE: This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the obligations and undertakings of each of the parties to this Lease Agreement shall be performed in Cameron County, Texas.

22) ENTIRE AGREEMENT: It is expressly agreed by Tenant, as a material consideration for the execution of this lease, that there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining thereto not incorporated in writing therein, and it is likewise agreed that this lease shall not be altered, waived, amended, or extended otherwise than as provided herein, except same may be done in writing signed by the proper authority.

EXECUTED IN DUPLICATE ORIGINALS by the parties to this Agreement on this ____ day of ______________, 2019.
Dan Serna, City Manager
City of Harlingen

Attested By:

Ron Garza, Executive Director
Lower Rio Grande Valley Development Council

Attested By:
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 18, 2019

Agenda Item:
Consideration and possible action to approve an Ordinance on First Reading to abandon and vacate a 0.0508 acre tract, being a 10 ft. wide utility easement comprised of a portion of an existing 10 ft. wide utility easement, being over and across Lot 1, Block 6, Target Subdivision, and over and across Lot 3, of the Replat of Lots 1 through 3, Block 1, of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision, and consideration and possible action to approve an alternative utility easement being a 0.1043 of an acre tract, being a 10-ft wide easement over and across Lot 1, Block 6, Target Subdivision, and Lot 3 of the Replat of Lots 1 through 3, Block 1, Costa Del Sol Subdivision and Lots 1 and 2, Target Subdivision, located at 952 Dixieland Road. Applicant: Josh Bratton of Agree Development, LLC

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

Brief Summary:

Project Timeline
- **January 31, 2018** – Replat of Lots 1-3, of Block 1 Costa Del Sol Subdivision and Lots 1 and 2 Target Subdivision was recorded.
- **November 19, 2019** – Application for abandonment and relocation of a utility easement submitted to the City; application deemed incomplete pending submittal of required utility letters (ATTACHMENT I and II).
- **December 2, 2019** – Applicant submits pending utility letters, application deemed complete
- **December 2, 2019** – Application routed to City Engineering Department for review.
- **December 3, 2019** – Application routed to Fire Marshall for review
- **December 3, 2019** – Fire Marshall submits memo recommending approval of easement relocation.
- **December 4, 2019** – City Engineer submits memo recommending approval of easement abandonment.
- **December 18, 2019** – Consideration of the utility easement abandonment on First Ordinance Reading, and consideration of the relocation of the easement before the City Commission
- **January 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 proposed portion of an existing 10-foot utility easement be abandoned and relocated to allow for a 20,000 square ft. TJ Maxx retail store. The subject easement interferes with the owner’s planned use of the property (ATTACHMENT III-V).
- The subject property is currently vacant. It has 250.90 feet of frontage on a private road easement and a depth of 142.85 feet at its longest point. The property has a 10 ft. wide
utility easement that runs east and west through the property. The only utility line within the easement area to be abandoned is a waterline leading to an existing fire hydrant. Based on the site plan, the applicant is proposing the relocation of this easement, waterline, and future fire hydrant to the north of the subject property (ATTACHMENT III, VI AND VII). Harlingen Waterworks System has expressed no objections to the relocation of the waterline.

- The requested utility easement abandonment and relocation has been reviewed and approved by the Engineering Department, Fire Marshall and utility companies (ATTACHMENT VIII-X).
- The attached recording instruments will abandon and relocate the subject utility easement (ATTACHMENT XI).

### Funding (if applicable):

Are funds specifically designated in the current budget for the full amount

Yes  No*

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

Finance Director’s approval:

Yes  No  N/A

### Staff Recommendation:

Staff recommends approval.

### City Manager’s approval:

Yes  No  N/A

### City Attorney’s approval:

Yes  No  N/A

**Comments:**

12/12/19
November 19, 2019

Planning & Zoning Commission
City of Harlingen
118 E Tyler Avenue
Harlingen, TX 78550

RE: Utility Easement Abandonment Submittal
Proposed TJ Maxx Development – 902 Dixieland Road, Harlingen, TX (“Subject Property”)

To Whom It May Concern:

Agree Development, LLC (“Applicant”) is requesting the abandonment and relocation of an existing 10’ utility easement as depicted on LOT 3 on the REPLAT OF LOTS 1 THROUGH 3, BLOCK 1 OF COSTA DEL SOL SUBDIVISION AND LOTS 1 AND 2 OF TARGET SUBDIVISION (DOCUMENT #13686 M.P.C.C.) The purpose of the proposed abandonment and relocation is to allow for the construction of a 20,000 square foot TJ Maxx building in this area.

The only existing utility within the easement area to be abandoned is a waterline leading to an existing fire hydrant. As shown on the enclosed Utility Easement Exhibit (EX1), Applicant is proposing the relocation of this easement, waterline, and fire hydrant to the north.

We are confident that this abandonment and relocation will not create any hardships for utility providers and provide for significant improvement to the property that will positively impact the residents and surrounding businesses in the City of Harlingen.

Sincerely,

AGREE DEVELOPMENT, LLC

[Signature]

Josh Bratton
Director of Development
Attachment II

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)
Project Address 902 Dixieland Road Nearest Intersection Dixieland Road and W Lincoln Avenue
(Proposed) Subdivision Name Costa Del Sol Subdivision (Existing) Lot 3 Block 1
Existing Zoning Designation GR: General Retail Future Land Use Plan Designation Retail (TJ Maxx)

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent Agree Development, LLC Phone 248-419-6333 FAX 248-737-9110
Email Address (for project correspondence only) Josh@agree2realty.com
Mailing Address 70 E Long Lake Road City Bloomfield Hills State MI Zip 48304
Property Owner Shops at Valle Vista II, LLC Phone 210-667-6466 FAX
Email Address (for project correspondence only) Craig@corporateassetpartners.com
Mailing Address 105 Sequoia Drive City Hollywood Park State TX Zip 78232

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
- PDD Request $250.00
- License to Encroach $250.00
- Utility Abandonment
- 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 $250.00 (each)

Please provide a basic description of the proposed project:

Development of a freestanding 20,000 square foot TJ Maxx department store

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

Applicant’s Signature: [Signature] Date: 11/5/2019

Property Owner(s) Signature: [Signature] Date: 11/5/2019

Accepted by: Date:
RIGHT-OF-WAY/UTILITY EASEMENT ABANDONMENT SUBMITTAL CHECKLIST

Please submit the following items. The project cannot be reviewed for compliance unless all applicable items have been submitted and are complete.

Submit

- Letter requesting abandonment.
- Survey/Map of the area affected by abandonment
- Letters from all appropriate utility companies (i.e. HWWS, AEP, Time Warner Cable, Magic Valley Electric, Texas Gas Service, AT&T, Irrigation District and Drainage District)
- Recording instrument along with a metes and bounds description.

Important Notes

- I understand the right-of-way abandonment is reviewed by appropriate City departments after a complete submittal. It will not be scheduled for City Commission unless all items on this list are completed.
- I understand that in accordance with State and local statute, notice of public hearing for abandonment is advertised in local newspaper.
- I understand that a Public hearing and two ordinance readings are required before City Commission.
- I understand that while all requirements for submittal of the right-of-way/utility easement abandonment request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Applicant: Agree Development, LLC
Date: 11/19/19

Applicant Address:
70 E Long Lake Road, Bloomfield Hills, MI 48304

Phone/Fax: 248-419-6333 / 248-737-9110

Signature: ________________________________

form revised 04/29/09
Easement to be Vacated

NOTES
1. Bearings are based on the state plane coordinate system established by the U.S. South 40S, North American Datum of 1983.
2. The tract shown heretofore is subject to all Cameron County ordinances and restrictions.
3. Metes and bounds were prepared for this exhibit.
4. Measurements shown herein are per current Cameron County Appraisal District records and official public records of Bexar County, Texas.

SYMBOL LEGEND
- FR: Found 1/2" iron rod or as noted
- SR: Setting 1/2" iron rod with a blue cap stamped "FW Surveying"
- O.P.R.: Official public records of real property of Cameron County, Texas
- M.R.C.C.: Map records of Cameron County, Texas

ADDRESS: 902 DIXELAND ROAD, HARBIN, TX 78552

LOCATION MAP
NOT-TO-SCALE

SCALE 1"=100'

SITE: R.R. 17-172

PROPOSED 10' Utility Easement
(Cabinet 1 PAGE 1032-A M.R.C.C.)

LOT 1
REPLAT OF LOTS 1 THROUGH 3, BLOCK 1
OF COSTA DEL SOL SUBDIVISION AND
LOTS 1 AND 2 OF TARGET SUBDIVISION
(DOCUMENT 813958 M.R.C.C.)

P.O.B.
N89° 39' 36"E 221.43'
S89° 39' 36"W 221.52'

0.0508 OF AN ACRE
(2,215 sq. ft.)

EASEMENT DETAIL
SCALE 1"=60'

Line Table

<table>
<thead>
<tr>
<th>LINE</th>
<th>LENGTH</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>10.00'</td>
<td>S00°20'24&quot;E</td>
</tr>
<tr>
<td>L2</td>
<td>10.00'</td>
<td>N00°10'50&quot;S</td>
</tr>
</tbody>
</table>

DATE OF SURVEY: 11/26/2019
PROJECT NO.: 16-128

EMAIL: DKRAMER@KFWENGINEERS.COM

REPUBLIC OF TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR 6632
DOUGLAS A. KRAMER
REGISTRATION NUMBER 2250.0007

JUNE 26, 2019

KFW SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYORS
2700 35TH STREET, SUITE 300, CORAL SPRINGS, FL 33065
PHONE 954.756.0400 • FAX 954.756.0401
EMAIL: INFO@KFWSURVEYING.COM • WEBSITE: WWW.KFWSURVEYING.COM

THIS DOCUMENT HAS BEEN PRODUCED BY A MATERIAL THAT WAS STORED OR TRANSMITTED ELECTRONICALLY AND MAY THEREFORE BE MODIFIED AND/OR ALTERED RELATIVE TO THE ORIGINAL, ORIGINALLY CREATED MATERIAL.
Easement Relocation

**NOTES**

1. **SIGHTING**: Based on the State Plane Coordinate System established for the Texas South 1000, North American Datum (NAD) of 1983.

2. The tract shown herein is subject to all Cameron County Ordinances and Restrictions.

3. Metes and Bounds were prepared for this exhibit.

4. All figures shown herein are from current Bexar County Public Records and Official Public Records of Cameron County, Texas.

**SYMBOL LEGEND**

- FIR: Found 1/2" iron rod as noted.
- SIF: Set 1/2" iron rod with a blue cap stamped "KFW Surveying".
- O.P.R.: Official Public Records of real property of Cameron County, Texas.
- G.C.M.R.: Map records of Cameron County, Texas.

**LOCATION MAP NOT-TO-SCALE**

Address: 902 DIXIELAND ROAD, HARLINGEN, TX 78552

**EXHIBIT**

A 0.1043 of an acre tract, being a 10 foot wide utility easement west and across Lot 1, Block 8 of the Target Subdivision, a plat of record in Cabin 1 Page 1032-A of the Map Records of Cameron County, Texas, Lot 3 of the plat of Lots 1 through 3, Block 1 of the Target Subdivision, a plat of record in Document No. 1866 of the Map Records of Cameron County, Texas.

**MAPPING**

Scale 1" = 60'

**SIGNED**

TERESA A. SEIDEL
Registered Professional Land Surveyor No. 5672
EMNIT SEIDEL ENGINEERS.COM
DATE OF SURVEY: 11/18/2019
PROJECT NO.: 16-128

**STAMP**

KFW SURVEYING

This document has been produced from electronic records that may store personal or financial information. Only teresa@seidel-engineers.com should access this information.
Attachment VI

- Site
- Valle Vista Mall
- Burlington
- Harlingen Fire Station

form revised 04/29/09
December 03, 2019
Mr. Joel Olivo
Planning & Zoning Manager
502 E. Tyler
Harlingen, TX 78550

RE: Replat of Lots 1 through 3, Block 1 of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision – Easement Abandonment

Dear Mr. Olivo:

We are in receipt of the request dated November 19, 2019 by Agree Development, LLC requesting the abandonment and relocation of an existing 10’ utility easement being over and across Lot 1, Block 6 of the Target Subdivision and Lot 3 of the Replat of Lots 1 through 3, Block 1 of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision. The Engineering Department has reviewed the request and has no objection based on the information provided by the development team.

If you have any questions, please feel free to contact me at (956) 216-5223 or via email at avigstol@myharlingen.us.

Sincerely,

[Signature]
Andy Vigstol, P.E.
City Engineer

cc: Rodrigo Davila, Director of Public Works
Utility Easement Abandonment Routing Slip

Applicant: Agree Development, LLC

Phone No.: (248) 419-6333

Location: 902 Dixieland Rd – Costa Del Sol Subdivision

Project Description: Utility Easement Abandonment and Relocation

Department: Fire Prevention Bureau

Approval: __X__ YES __ NO

Comments: Applicant will have to meet any codes, regulations, ordinances, and standards required for permit.

Fire Marshal Juan Sauceda Jr.

Date: December 3, 2019
To: William Gunter, Asst. Project Manager, KFW Engineers & Surveying
From: Robert L. Canterbury, P.E., System Engineer
Subject: TJ Maxx – Preliminary Plan Review – 3RD Submittal

November 15, 2019

Document(s) Reviewed:
Utility Easement Exhibit & 50% Civil Plans for proposed T.J. Maxx development within a portion of Lot 1, Block 6, Target Subdivision. One aerial exhibit, plan sheets C1.1 and C5.0

Water:
- A backflow device is required on the fire line outside of the building for inspections.

Sewer:
- No comments

General:
- HWWS standard details are available in AutoCad and pdf format from the HWWS web site, https://www.hwws.com/department/engineering/
- Final construction plans, details and specifications are required to be submitted to HWWS for approval prior to commencement of construction.
- A pre-construction meeting with HWWS is required prior to commencement of construction.
- This development shall be required to pay 'inside city' water facility impact fees, front footage fees, and inspection fees prior to execution of the plat by HWWS. Contact the HWWS Engineering department at 956-430-6107 for site specific fee amounts.
- Prior to acceptance of completed project by HWWS all items on the Project Closeout Checklist shall be completed. This information was previously provided.
- HWWS has no objection to the proposed easement abandonment and relocation. Developer is to provide HWWS a copy of the recorded easement over the new alignment.

Attachments: Plan Markups

Cc: Joel Olivo, Asst. Planning and Development Director
    Jon Hedegard, Wastewater Services Director
    David Sanchez, Water Services Director
    Rudy Gonzalez, Water Operations Manager

Page 1 of 2

G:\_Subdivisions \ ACTIVE\5 - Construction\2019-04-25 TJ Maxx\02 - Construction Plans\2019-11-15 TJ Maxx - Preliminary Engineering Plans comments by HWWS.docx

form revised 04/29/09
William Gunter

From: Daniel Villafranco <danielvillafranco@hidc1.org>
Sent: Monday, November 18, 2019 12:43 PM
To: William Gunter
Cc: Tom McLemore; jolivo@myharlingen.us
Subject: RE: Letter of No Objection Request - Dixieland Road Easement Relocation.

William,

The Harlingen Irrigation District has no objection to the abandonment of the utility easement on the Target Lot on Dixieland Road. As shown on the attachments sent to me. Please feel free to contact me or my Manager (Tom McLemore) if you have any questions.

Thanks
Harlingen Irrigation District C.C.#1
Supervisor
Engineering and Mapping Department
Cell-(956) 535-2689
Office (956) 423-7015

From: William Gunter <WGunter@kfwengineers.com>
Sent: Thursday, November 14, 2019 7:37 PM
To: Daniel Villafranco <danielvillafranco@hidc1.org>
Subject: Letter of No Objection Request - Dixieland Road Easement Relocation.

Daniel,

KFW Engineers is requesting a letter of no objection for the abandonment and proposed relocation of an existing utility easement on the Target lot on Dixieland Rd.

Based on our survey and as-built records, this existing easement only contains a HWWS Fire Water line that runs to an existing fire hydrant. We will be relocating this line and hydrant during the project, so realistically there will be no practical change.

Please see the attached Aerial Exhibit showing the proposed abandonment and relocation of an existing utility easement on the Target lot on Dixieland Rd. Let me know if you have any questions or need any further information to provide the Letter of No Objection.

WILL GUNTER
Assistant Project Manager
3421 Paesanos Parkway
San Antonio, TX 78231
O: (210) 979-8444
C: (704) 913-9281
website | LinkedIn | Facebook | Twitter | Instagram

form revised 04/29/09
November 21, 2019

William Gunter
KFW Engineers & Surveying
3421 Paesanos Parkway
San Antonio, TX 78231

RE: Dixieland Road Easement Relocation
Harlingen, Texas

Mr. Gunter,

This letter is to inform you that we have reviewed the information regarding the abandonment and proposed relocation of an existing utility easement on the Target lot on Dixieland Road in Harlingen, Texas. Texas Gas Service, (TGS), has no objection to your request. TGS does not have facilities within the utility easement.

Please call 811 prior to any future excavations to mark all utilities. Should you have any questions or require further information, please do not hesitate to contact our office at (956)444-3900.

Respectfully,

Eliza Yzaguirre
Engineer I
Texas Gas Service

Attachment:
1. Original email request dated 11/14/19
2. Texas Gas Service System Map
November 20, 2019

KWF Engineers
on behalf of Shops at Valle Vista, LLC (record owner)
3421 Paesanos Parkway
San Antonio, TX 78231

RE: 10’ Utility Easement Abandonment at Target lot, Harlingen, TX

To whom it may concern,

AEP Texas Inc (AEP) has reviewed your inquiry regarding a 10’ utility easement abandonment located at the Target parking lot on Dixieland Rd in Harlingen, TX and further depicted on the attached Exhibit “A.”

It is determined that we have no interest and do hereby relinquish any right to any future distribution use of the designated 10’ utility easement, dedicated per plat recorded in Document Number 2018-13686, Map Records of Cameron County, Texas

AEP Texas Inc does not hereby abandon any other 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
Mr. Gunter,
Cameron County Drainage District #5 has no objection to the proposed plans to abandon and relocate the waterline easement at Target.

Alan Moore, PE, CFM
General Manager
Cameron County Drainage District #5
221 E. Filmore
Harlingen, Tx 78550
956-423-6411 Phone
956-423-6471 Fax

Alan,
Following up on this, I called your office yesterday but couldn't get an answer or a voicemail line. We're trying to get this in front of the next city council and they are requiring these letters to get us on the docket. Let me know if there is anything I can do to help assist on the letter.

Thank you,

WILL GUNTER
Assistant Project Manager
2462 Holy Name Dr.
Wayzata, MN 55391
704.913.9281

KFW ENGINEERS + SURVEYING
Innovatively bringing land to life.
Main Office:
3421 Paesanos Parkway
San Antonio, TX 78231
210.379.8444
TBPE Firm #5513 / TBPLS Firm #101223-00

Website | LinkedIn | Facebook | Twitter | Instagram
See attached recording instruments
ORDINANCE NO. 20-——

AN ORDINANCE ABANDONING AND VACATING A 0.0508 ACRE TRACT, BEING A 10 FT. WIDE UTILITY EASEMENT COMPRISED OF A PORTION OF AN EXISTING 10 FT. WIDE UTILITY EASEMENT, BEING OVER AND ACROSS LOT 1, BLOCK 6, TARGET SUBDIVISION, AND OVER AND ACROSS LOT 3, OF THE REPLAT OF LOTS 1 THROUGH 3, BLOCK 1, OF COSTA DEL SOL SUBDIVISION AND LOTS 1 AND 2 OF TARGET SUBDIVISION, LOCATED AT 952 DIXIELAND ROAD

WHEREAS, a ten (10) foot wide utility easement being a 0.0508 acre tract, being a portion of an existing ten (10) foot wide utility easement, being over and across Lot 1, Block 6, Target Subdivision, and over and across Lots 3, of the Replat of Lots 1 through 3, Block 1, of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision as described in Exhibit “A”; and

WHEREAS, a request has been made by Agree Development, LLC, which is the landowner for the subject lot which contains the utility 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 non-access easement: Now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION I: That the portion of the ten (10) foot utility easement located on Lot 1, Replat of Lots 1 through 3, Block 1 of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision Harlingen, Cameron County, Texas, according to Document No. 13686 of the Map Records of Cameron County, Texas and as described in Exhibit “A” is hereby abandoned and vacated.

FINALLY ENACTED this ______ day of January, 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
FIELD NOTES
FOR
A 0.1043 OF AN ACRE TRACT
A 10 FOOT WIDE UTILITY EASEMENT

A 0.1043 of an acre tract, being a 10 foot wide Utility Easement over and across Lot 1, Block 6 of the Target Subdivision, a plat of record in Cabinet 1 Page 1032-A of the Map Records of Cameron County, Texas. Lot 3 of the Replat of Lots 1 through 3, Block 1 of Costa Del Sol Subdivision and Lots 1 and 2 of Target Subdivision of record in Document No. 15686 of the Map Records of Cameron County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found ½" iron rod in the west right-of-way line of Dixieland Rd, an 90° right-of-way, for the southeast corner of Lots 1 thru 3, Block 1 of the Costa Del Sol Subdivision Section 1, a plat of record in Cabinet 1 Page 594-A of the Map Records of Cameron County, Texas and the northeast corner of Lot 3, Block 6;

THENCE: S 86°34'51" W, over and across Lot 1, Block 6, a distance of 316.14 feet to a point, for the POINT OF BEGINNING and the northeast corner of the tract described herein, from which a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of Lot 3, bears, S 62°35'22" W, a distance of 16.53 feet;

THENCE: continuing over and across Lot 1, Block 6 and Lot 3, the following three (3) courses:

1. S 00°00'00" E, a distance of 25.00 feet to point, for a southeast corner of the easement described herein;

2. N 89°49'11" W, a distance of 10.00 feet to a point, for a corner of the easement described herein, and

3. N 00°00'00" W, a distance of 15.00 feet to point in the north line of Lot 3 and a south line of Lot 1 Block 6, for an interior corner of the easement described herein;

THENCE: along and with the common line of Lot 1, Block 6 and Lot 3, the following two (2) courses:

1. N 09°49'11" W, a distance of 192.74 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northwest corner of Lot 3, an interior of Lot 1, Block 6 and the easement described herein, and

2. S 00°10'50" W, a distance of 85.29 feet to a point in the south line of a 10' utility easement of record on the Target subdivision, for a southerly southeast corner of the easement described herein, from which a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a southwest corner of Lot 3 bears, S 00°10'50" W, a distance of 39.03 feet;

THENCE: over and across Lot 1, Block 6, the following five (5) courses:

1. S 09°39'36" W along and with the south line of the 10 foot utility easement of record on the Target Subdivision, a distance of 151.37 feet to a point in the east line of a 30' CPM Easement of record in Volume 1333 Page 546 of the Official Public Records of Cameron County, Texas, for the southeast corner of the easement described herein,
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 18, 2019

Agenda Item:
Consideration and possible action to adopt ‘Active Violence Incidents – Standard Operating Guidelines’ as an addendum to the City’s Emergency Management Plan; proposed by Fire Chief Rogelio Rubio, Police Chief Mike Kester and EMS Director Bill Aston.

Prepared By (Print Name): Rogelio Rubio
Title: Fire Chief/EMC
Signature:

Brief Summary:
Adopt interagency/interdisciplinary (law enforcement, Fire, EMS) Standard Operating Guidelines for response to any potential active violence incident in our community, to ensure coordination between agencies and the safety of all emergency responders and the citizens in our community.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount [ ] Yes [ ] No*

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

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

Staff Recommendation:
Recommend

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

Comments:

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

form revised 01/26/09

12/12/19
Active Violence Incidents
Standard Operating Guidelines

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Authorized for Distribution

I. Policy

To establish guidelines for safe operations at incidents with the potential of or ongoing active violence:

This guideline is intended to operate effectively within an interagency/interdisciplinary (law enforcement, fire, EMS) response to these types of incidents.
II. Purpose

The purpose of this document is to provide guidance to first-arriving incident commanders (Police, Fire, EMS) arriving to a hostile or violent situation or an incident that may become hostile or violent. The primary goal is to ensure the joint command and communications elements from Harlingen PD, Harlingen Fire, and STEC minimize the risk and maximize the safety of all emergency response personnel and to provide a common Incident Management System (IMS) framework on which the involved agencies may build an action plan to rescue the injured in a rapid and coordinated fashion.

To ensure coordination between agencies resulting in scene control, victim treatment, and evidence preservation while maintaining the safety of all emergency personnel. These types of incidents require that Harlingen Public Safety Team agencies have common tactics, terminology, unified command and full utilization of an IMS that meets the parameters of the National Incident Management System (NIMS), to have seamless, effective operations.

No policy can cover all possible contingencies which personnel will encounter. With this in mind, the prime consideration must be the SAFETY of our Harlingen Public Safety Team by a constant assessment of RISK vs. BENEFIT factors in all operations undertaken by all personnel.

The initial first arriving Supervisor shall be responsible for establishing Command.
- A Unified Command should be established as soon as possible.
- For more complex incidents, safety zones should be created.
- Personnel shall understand that these zones are dynamic and can change as the incident develops.

III. Goal

To provide effective rescue procedures, common communication, and coordination with local law enforcement, as well as provide for safety while working at an active violence incident.

IV. Definitions

Active Violence Medical Kit – Stored on each Engine, Ladder, Rescue, and Medic Unit

Active Violence Incidents (AVIs) – Incidents where any armed person(s) has used or is using deadly physical force on other persons in a place of public assembly and continues to do so while having unrestricted access to additional persons.

Aggressor – The person(s) who initiated and is continuing the AVI.

Areas of Refuge – Ideally, a pre-designated area in which building occupants can seek shelter during an active, violent attack. A preferred area of refuge is a fortified room with a door that will lock, minimal windows, and equipped with a phone and first aid equipment.
Active Violence Incidents
Standard Operating Guidelines

“Continue with Definitions”

Concealment – An object that hides your body from observation.

Cover – A concealment that will stop bullets, fragments, shrapnel, etc.

Evacuation – The act of a person removing themselves from the structure or from immediate danger. This is based upon the person being capable of removing themselves without the assistance of any first responders.

Extraction – The act of physically removing victims from the structure or immediate danger who cannot remove themselves.

Harlingen Public Safety Team Consist of: Harlingen Police Dept., Harlingen Fire Dept., STEC

Last Point of Cover (LPC) – The last point before entry into a building where cover is available

Transport – The act of physically taking a victim from the scene to the hospital or via Life flight

Treatment Sector – This area that is set up in the Cold Zone where victims receive a thorough patient assessment and in-depth treatment prior to being transported

This area is under the direction of the Treatment Officer

Triage – The sorting of patients and injuries in order to determine priorities of treatment and transportation. Triage takes place in the Warm Zone.

Triage Team –
- Consists of HFD-firefighter (SWAT Medic)/STEC Paramedic and Police officers.
- Depending on the size of incident and number of victims Incident Command may use multiple teams; identified as Triage 1, Triage 2, etc.
- During AVI incidents, Triage team(s) will enter the Warm Zone to conduct basic hemorrhage control and tag/classify victims in accordance with triage priorities: Red, Yellow, Green, & Black.
Active Violence Incidents
Standard Operating Guidelines

“Continue with Definitions”

Triage Priorities –

\textbf{Red}: (Priority 1) – \textbf{IMMEDIATE}-Life Threatening Injury, patients requiring advanced life support (ALS).

\textbf{Yellow}: (Priority 2) – \textbf{DELAYED}-Serious Non-Life Threatening, patients whose transportation can be delayed.

\textbf{Green}: (Priority 3) – \textbf{MINOR} (walking wounded). Transportation by ambulance may be necessary.

\textbf{Black}: (Priority 0) – \textbf{MORGUE}-Pulseless/Non Breathing. Do not remove bodies from the scene until authorized by proper officials. DO NOT START CPR until all patients have been tagged and you are sure you have the resources available.

Victim – Any person who needs rescue from the AVI whether they are injured or not.

Victim Collection Point (VCP) – An area of refuge inside the Warm Zone that is secured by law enforcement. The VCP is the primary location to temporarily collect localized victims from the Hot Zone. Actions in the VCP are generally limited to triage, addressing major life threats, and tactical evacuation/extraction of the victims to the Treatment Sector in the Cold Zone for treatment and transport.
Active Violence Incidents
Standard Operating Guidelines

“Continue with Definitions”

Victim Extraction Team(s):
- Responsible to remove non-ambulatory victims from the Victim Collection Point in the Warm Zone to the Treatment Sector in the Cold Zone.
- Consists of HFD firefighters, STEC paramedics and HPD police officers. Depending on the size of incident and number of victims Incident Command may use multiple teams; identified as Extraction 1, Extraction 2, etc.

Zones of Operation:
Cold Zone (secured area) –
- The area where law enforcement do not reasonably anticipate a significant danger or threat to the providers or patients
The secured nature of this area may vary throughout the incident depending upon the dynamics of the threat. Apparatus, Treatment Sector, and Command should be located in the Cold Zone.

Personnel should be mindful that an Active Violence Incident is a fluid situation and Cold Zone safety concerns should be addressed as an indirect threat zone, i.e. maintaining an active law enforcement presence with the understanding that the threat could reemerge at any time.

Warm Zone (indirect threat area) –
- The area where law enforcement has done a rapid primary search, but there is a potential threat to victims or first responders that is not direct or immediate
- This area can be considered stable but not secure
- It is where first responders are not actively under attack by aggressor(s), but a constant threat of engagement or reengagement with the aggressor(s) remains
- This is the main zone of operations for fire personnel for triage and evacuation/extrication
- The size of the Warm Zone is constantly subject to change depending on the location of the attack. In the event this area changes to a Hot Zone due to a direct or immediate threat, fire personnel are instructed to evacuate or seek appropriate cover as necessary.

Hot Zone (direct threat area) –
- The area directly adjacent to the violent attack and aggressor(s). In this area, the threat of violence is occurring or anticipated to occur.
- Fire personnel will not operate in the Hot Zone. First aid treatment will be limited to hemorrhage control and extrication by law enforcement officers when able.
- The size of the Hot Zone is constantly subject to change depending on the location of the attack.
Active Violence Incidents
Standard Operating Guidelines

V. Equipment

**Tactical Body Armor:** Shall be made available to all extraction team members.

**Stop the Bleed Kits:** Shall be made available to Team members establishing victim VCP (Victim Collection Point).

VI. Responsibility

It shall be the responsibility of the individual agency to utilize this document as a guideline for agency policy as well as to understand the need for training between all three (3) Harlingen Public Safety Departments on the required skills specific to large scale hostile and violent incidents.

Unified Command

VII. Procedures

**Dispatch** - Dispatch will dispatch an Active Violence Incident as an "AVI."

**Dispatchers should expect 911 reports to be inconsistent, confusing, and numerous in quantity.**

AVI incidents may not always be dispatched as active violence incidents. It is the responsibility of the first arriving HPD officer, or other Harlingen Public Safety Team member at the scene to identify the possibility of an AVI-type event based upon incoming information. Make quick determination of the incident to ensure the safety of all. Notify Dispatch.

Command

**The Unified Command Post:**

- Upon announcement or establishment of Unified Command, all involved agency Command personnel shall report to the Command Post (CP).
- The CP shall be established in a safe location, with an assigned security element.
- Expand the Incident Command Structure as needed.
- The Incident Management System will be determined by the scale of the emergency.

AVI will utilize **Unified Command** at all times to provide suitable first responder coordination of resources to ensure first responder safety:

- First Arriving HPD Supervisor will assume command and coordinate with HFD Supervisor:
  - Establish Zones of Operation and response teams.

HPD, HFD and STEC Supervisors (Working under Unified Command):

- **Will Determine Treatment Sector, Transport Sector, and Staging Area.**

HPD Supervisor assigned to Unified Command will advise dispatch of the location of the established Unified Command Post location.
Active Violence Incidents
Standard Operating Guidelines

Consider early control of utilities in coordination with Unified Command.
• Gas
• Electric
• Cable television
• Telephone
• Water

Victim Extraction Team(s)

During AVI incidents, VETs will be utilized to move non-ambulatory victims from the Victim Collection Point in the Warm Zone to the Treatment Sector in the Cold Zone. Be prepared for the following:

• Active weapon(s) discharging,
• Heavy mechanical breaching,
• Operating in smoke or fire conditions,
• Access and control building systems,
• Operate in the presence of chemical munitions. and/or
• Other assignments as necessary.

The first priority of care is to remove victims from the Warm Zone:

• Evacuation is always preferred to rapid extrication.
• Victims should be placed behind cover when available or concealment when no cover is available.
• In conjunction with Unified Command, determine the preferred method for victim extraction as well as extraction points.

Victim Collection Point

VCPs may be established within the Warm Zone when the number and severity of victims makes it necessary and the building layout or area of operations allows for its creation. The use of VCPs should be driven by the situation and should not be established unless absolutely necessary.

Establish clear extraction routes taking into account the number and severity of patients, location of aggressors, building layout, and methods of cover and concealment. This includes, but is not limited to, window extractions, utilizing ground ladders and aerial devices, wall breaching, and utilization of elevator fire service systems.
Active Violence Incidents
Standard Operating Guidelines

Medical care provided in the tactical environment is limited to the following:

Hot Zone
Law enforcement when able to do so may provide:
- Basic hemorrhage control utilizing tourniquets,
- Hemorrhage control utilizing pressure dressings,
- Occlusive dressings for penetrating chest trauma, and
- Move victims to VCP in Warm Zone

Warm Zone

Fire and EMS personnel will provide:
- Hemorrhage control utilizing additional tourniquets and pressure dressings,
- Occlusive dressings for penetrating chest trauma,
- Nasopharyngeal airways for basic airway obstruction, and
- Hyperthermia or hypothermia prevention.

Triage Teams and Victim Extraction Teams (VET) will begin simultaneous operations within the Warm Zone as soon as reasonably adequate law enforcement resources are available to provide security escorts. All victims should be considered suspicious until proven otherwise. All injured and non-injured victims should be swept for weapons by law enforcement or fire personnel if no law enforcement is available.

Fire personnel operating in the Warm Zone as a VET may be assigned to report to a specific location within the structure based upon reports of victims. While moving to this location, they may encounter unreported victims. Based upon the injuries of the encountered victims and the overall situation, VETs may elect to do the following:

- Immediately extract the encountered victim to the Treatment Sector.
- Control massive hemorrhaging and remove the encountered victim to the VCP or an area of cover. This should be followed by reporting the location to the IC so other VETs can extract the victim. Continue to the assigned location.
- Encourage ambulatory victims to evacuate in a specific direction.

Cold Zone
Treatment Sector:
- Ensure adequate hemorrhage control,
- Ensure triage tagging,
- Record information and victim name,
- Prioritize transport, and
- Notify Transportation Officer of number of transports required and hospital destination desired. Note: Remember not to overload any one hospital.
Active Violence Incidents
Standard Operating Guidelines

General Considerations
Accountability of personnel is very important because of the high potential for friendly fire. Be extremely suspicious of multiple explosive devices especially devices targeting first responders both inside and outside the building. Once identified, care should be taken and, if possible, forward progress should not be halted. Alternate routes should be determined for further operations in and around the area of concern.

1. Staging and Exterior
   - Consider making staging areas very large in anticipation of numerous emergency response vehicles.
   - Avoid parking lots when possible. Parking lots and vehicles will need to be swept for explosive devices.
   - Utilize apparatus, if needed, to increase occupant safety and victim survival. This may include apparatus placement creating areas of refuge, rally points for law enforcement, use of cover for extraction of victims, blast protection, or mass decontamination when necessary.
   - Units in staging will NOT be deployed into a known or suspected lockdown area until the area is secured and that they can maintain the security.

2. Hazardous Materials Situation:
   - If this is a confirmed AVI, Harlingen FD-HazMat should be activated to the location immediately
   - Chemical agents are sometimes used by Law Enforcement for emergency suspect control and may subsequently contaminate Fire Rescue personnel.
   - Decontamination will be accomplished through coordination with the Harlingen Hazardous Materials advisors from the regional response team.
   - Material Safety Data Sheets (MSDS) should be made available by Law Enforcement

3. ACTIVE FIRE SITUATIONS:
If there is active fire, the mode of operation should be defensive in nature and be conducted in such a fashion that personnel safety is maximized. Consideration should be given by all deployed companies to providing a quick retreat should the conditions become untenable or ill advised.
   - Active fires will be allowed to burn until confirmation of a secure scene has occurred.
   - Additional fire resources should be pre-staged, with consideration of the worst case scenario.

Recovery/Demobilization
   - Evidence preservation is essential. All efforts to protect the scene and any evidence should be taken.
   - Records retention is crucial. Document all information, in detail, for investigative purposes
   - Photos by authorized personnel of any damage to our property or apparatus should be taken before repairs are made.
   - Consideration of a Critical Incident Stress Management Team (CISM) response for responders.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 18, 2019

Agenda Item:
Consideration and possible action to approve a resolution to open a brokerage account with TD Ameritrade to accept a donation to the Library and designate the City Manager as signatory.

Prepared By (Print Name): Elvia Treviño
Title: Finance Director
Signature: [Signature]

Brief Summary:
This resolution is needed to open an account with TD Ameritrade in order for the library to accept a donation from the Estate of Anthony and Susan Trahan. Once the stock is transferred to this account the City will cash it in and close the account. The value of the donation is:

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<td>38</td>
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Funding (if applicable):
Are funds specifically designated in the current budget for the full amount? Yes [X] No *

*If no, specify source of funding and amount requested:
Finance Director's approval: [X] Yes [ ] No [ ] N/A

Staff Recommendation:
Staff recommends approval.

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

Comments:

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

form revised 04/29/09
STATE OF TEXAS
COUNTY OF CAMERON

WHEREAS, a resolution of the Harlingen City Commission is required to open a brokerage account with TD Ameritrade to accept a donation of $51,570.26 for the Harlingen Public Library from the Estate of Anthony and Susan Trahan; and

WHEREAS, the City Manager is hereby appointed as the designated signatory to execute any and all related documents to accept the $51,570.26 to deposit in the City's account and close the account;

NOW THEREFORE BE IT RESOLVED THAT, the City of Harlingen be authorized to accept the following donation from the Estate of Anthony and Susan Trahan (210 Shares of MO – 11/30/19 Value - $10,437.00; 150 Shares of AAPL – 11/30/10 Value - $40,087.50; and 38 Shares of PEGI – 11/30/19 Value – 1,045.78 – totaling $51,570.26) for the Harlingen Public Library and appoint the City Manager as signatory for the City to cash the shares and close the account.

CONSIDERED AND ADOPTED this 18th day of December, 2019 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551, as amended.

CITY OF HARLINGEN

Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary
AGENDA ITEM  
EXECUTIVE SUMMARY  

Meeting Date: **December 18, 2019**

**Agenda Item:**
Consider and take action on a resolution authorizing the Mayor to approve renewal of the 3 year service agreement between MOTOROLA SOLUTIONS and the City of Harlingen Police Department for the monitoring and maintenance of Emergency Services Radio Communications Equipment in the amount of $158,083.02.

<table>
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<th>Prepared By (Print Name):</th>
<th>Michael Kester</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Chief of Police</td>
</tr>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
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**Brief Summary:**
The Harlingen Police Department will be renewing the currently expired MOTOROLA Service Agreement for the monitoring and maintenance of Emergency Services Radio Communications Equipment. The service agreement is a three (3) year package totaling $158,083.02 payable in 3 annual installments of $52,694.34.

**Funding (if applicable):**
Are funds specifically designated in the current budget for the full amount for this purpose?  

*If no, specify a source of funding and amount requested: 1st installment of $52,694.34 (slightly higher than budgeted) will derive from the current year budget account 001.3015.502.3141. The two future installments will be requested in subsequent budget years.*

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

**Staff Recommendation:**
Staff recommends the approval of the Service Agreement between MOTOROLA SOLUTIONS and the City of Harlingen Police Department.

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

**City Attorney’s approval:** [ ] Yes [ ] No [ ] N/A
Date: 10/16/2019

Company Name: HARLINGEN POLICE DEPT, CITY OF

Attn:

Billing Address: 1018 FAIR PARK BLVD
City, State, Zip: HARLINGEN, TX, 78550
Customer Contact:

Phone:

---

Required P.O.:
Customer #: 1036553891
Bill to Tag #:  
Contract Start Date: 01-Oct-2019
Contract End Date: 30-Sep-2022
Anniversary Day: Sep 30th
Payment Cycle: ANNUALLY
PO #:  

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Subtotal - Recurring Services  $4,391.20  $158,083.02
Subtotal - One-Time Event Services $0.00  $0.00
Total $4,391.20  $158,083.02

---

SPECIAL INSTRUCTIONS: HGAC Contract number RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE  TITLE  DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)  TITLE  DATE
MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE

<table>
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicable. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed two times (2X) the price of the Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than after the statutory limits set by applicable Texas law.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola’s request. Customer may not disclose, without Motorola’s written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, UPON WRITTEN AND SIGNED AGREEMENT BY BOTH PARTIES THIS CONTRACT MAY BE CANCELLED IF ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018
**AGENDA ITEM**
**EXECUTIVE SUMMARY**

Meeting Date: December 18, 2019

Agenda Item:
Consideration and possible action to approve Interlocal Agreement between the City of Harlingen, and Cameron County to collaborate in the update to the Cameron County Hazard Mitigation Plan and authorize the City Manager to execute the agreement.

Prepared By (Print Name): Carlos A. Sanchez, P.E.
Title: Assistant City Manager

<table>
<thead>
<tr>
<th>Prepared By (Print Name): Carlos A. Sanchez, P.E.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Assistant City Manager</td>
</tr>
</tbody>
</table>

Brief Summary:

The Cameron County Hazard Mitigation Plan (Plan) was initially prepared and adopted in May, 2015. The Plan was jointly prepared by Cameron County and the City of Harlingen. Through a hazard risk assessment, mitigation actions are identified and prioritized based on hazard which pose the greatest risk to lives and property. One of the hazards identified in the Plan is Flooding. As required by the Federal Emergency Management Agency and the Texas Department of Emergency Management, all governmental jurisdictions are required to have a current Hazard Mitigation Plan. It is also a requirement that the Plan be updated every five (5) years and approved by FEMA. An active plan is required of all governmental jurisdictions in order to qualify for federal and state mitigation funds. The proposed interlocal authorizes the City Manager to collaborate with Cameron County and allocate resources, as permitted by the procurement policies, to engage a consultant to assist in the process of updating the plan.

<table>
<thead>
<tr>
<th>Funding (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are funds specifically designated in the current budget for the full amount</td>
</tr>
<tr>
<td>for this purpose?</td>
</tr>
<tr>
<td>*If no, specify source of funding and amount requested:</td>
</tr>
<tr>
<td>Finance Director’s approval:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staff Recommendation:</th>
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<tbody>
<tr>
<td>Staff recommends approval of the interlocal agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Manager’s approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Attorney’s approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: December 18, 2019

Agenda Item:
Consideration and possible action to approve an ordinance on second reading to amend the City of Harlingen’s budget for fiscal year 2019-2020.

Prepared By (Print Name): Elvia Treviño
Title: Finance Director
Signature:

Brief Summary:
This budget amendment allocates funds for prior fiscal year unspent encumbrances, grants, and other revenues and expenditures which were not included in the current fiscal year approved budget. Exhibit “A” displays total revenues, expenditures, and estimated fund balances by fund after the amendment. Exhibit “B” displays detailed changes in revenues and expenditures by account number.

General Fund – Revenues increase by $435,779 - Expenditures increase by $1,786,477
Convention and Visitors Bureau Fund – Expenditures increase by $50,000
Award Programs – Restricted Fund – Revenues increase by $2,681,882 - Expenditures increase by $2,681,882
Capital Improvement Fund – Expenditures increase by $13,901
Infrastructure Fund – Expenditures increase by $1,260,602
Municipal Auditorium Fund – Expenditures increase by $4,615
Sanitation Fund – Expenditures increase by $17,788
Municipal Golf Course Fund – Expenditures increase by $20,507
Motor Vehicle/Warehouse Fund – Revenues decrease by $1,710,592 (after first reading) - Expenditures increase by $191,703

Total – Revenues increase by $1,407,069 - Expenditures increase by $6,027,475 ($1,710,592 decrease in revenues after first reading)

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

Staff Recommendation:
Staff recommends approval.

City Manager’s approval: Yes No N/A

Comments:

City Attorney’s approval: Yes No N/A
**Exhibit "A"**

**City of Harlingen**  
**Budget Amendment No. 1**  
**Fiscal Year 2019-2020**

134 Days of Operation

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$20,959,804</td>
<td>$46,942,849</td>
<td>$49,671,586</td>
<td>$(2,728,737)</td>
<td>$18,231,067</td>
</tr>
<tr>
<td>Tennis Court</td>
<td>(9,503)</td>
<td>95,673</td>
<td>77,147</td>
<td>18,526</td>
<td>9,023</td>
</tr>
<tr>
<td>Hotel / Motel</td>
<td>742,608</td>
<td>865,000</td>
<td>924,492</td>
<td>(59,492)</td>
<td>683,116</td>
</tr>
<tr>
<td>Catastrophic Emergency</td>
<td>825,474</td>
<td>4,700</td>
<td>25,000</td>
<td>(20,300)</td>
<td>805,174</td>
</tr>
<tr>
<td>Free Trade Bridge</td>
<td>1,004,996</td>
<td>325,200</td>
<td>581,507</td>
<td>(256,307)</td>
<td>748,689</td>
</tr>
<tr>
<td>Convention &amp; Visitors Bureau</td>
<td>204,915</td>
<td>447,300</td>
<td>493,627</td>
<td>(46,327)</td>
<td>158,588</td>
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<tr>
<td>Award Programs - Restricted</td>
<td>-</td>
<td>3,780,140</td>
<td>3,780,140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEG Programming</td>
<td>721,678</td>
<td>85,000</td>
<td>-</td>
<td>85,000</td>
<td>806,678</td>
</tr>
<tr>
<td>Harlingen Convention Center</td>
<td>-</td>
<td>60,000</td>
<td>-</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Federal Forfeitures</td>
<td>-</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Forfeitures</td>
<td>150,657</td>
<td>70,000</td>
<td>72,000</td>
<td>(2,000)</td>
<td>148,657</td>
</tr>
<tr>
<td>Tax Increment Financing # 1</td>
<td>500,591</td>
<td>61,200</td>
<td>-</td>
<td>61,200</td>
<td>561,791</td>
</tr>
<tr>
<td>Tax Increment Financing # 2</td>
<td>592,227</td>
<td>121,200</td>
<td>-</td>
<td>121,200</td>
<td>713,427</td>
</tr>
<tr>
<td>Tax Increment Financing # 3</td>
<td>296,667</td>
<td>287,000</td>
<td>523,396</td>
<td>(236,396)</td>
<td>60,271</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,063,484</td>
<td>4,581,538</td>
<td>4,760,174</td>
<td>(178,636)</td>
<td>884,648</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>13,901</td>
<td>-</td>
<td>13,901</td>
<td></td>
<td>(13,901)</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>1,486,558</td>
<td>1,413,074</td>
<td>2,673,676</td>
<td>(1,260,602)</td>
<td>225,956</td>
</tr>
<tr>
<td>Municipal Auditorium (Note 1)</td>
<td>110,675</td>
<td>350,150</td>
<td>353,727</td>
<td>(3,577)</td>
<td>107,098</td>
</tr>
<tr>
<td>Sanitation/Sanitary Landfill (Note 1)</td>
<td>8,821,054</td>
<td>9,650,500</td>
<td>10,915,766</td>
<td>(1,265,266)</td>
<td>7,555,788</td>
</tr>
<tr>
<td>Harlingen Arts and Heritage Museum (Note 1)</td>
<td>42,793</td>
<td>97,050</td>
<td>114,139</td>
<td>(17,089)</td>
<td>25,704</td>
</tr>
<tr>
<td>Municipal Golf Course (Note 1)</td>
<td>(766,455)</td>
<td>876,200</td>
<td>1,101,044</td>
<td>(224,844)</td>
<td>(991,299)</td>
</tr>
<tr>
<td>Motor Vehicle / Warehouse (Note 1)</td>
<td>418,793</td>
<td>2,005,000</td>
<td>2,117,369</td>
<td>(112,369)</td>
<td>306,424</td>
</tr>
<tr>
<td>Motor Vehicle / Replacement (Note 1)</td>
<td>2,734,301</td>
<td>1,439,908</td>
<td>1,642,534</td>
<td>(202,626)</td>
<td>2,531,675</td>
</tr>
<tr>
<td>Health Insurance (Note 1)</td>
<td>643,979</td>
<td>5,413,607</td>
<td>5,413,607</td>
<td></td>
<td>643,979</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40,559,195</strong></td>
<td><strong>$78,992,289</strong></td>
<td><strong>$85,274,832</strong></td>
<td><strong>(6,282,543)</strong></td>
<td><strong>$34,276,652</strong></td>
</tr>
</tbody>
</table>

**Note 1** - Working capital is the fund balance amount.
### General Fund

<table>
<thead>
<tr>
<th>General Ledger Account Number</th>
<th>Awards and Grants</th>
<th>Department Requests</th>
<th>Prior Year Encumbrances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-0000-352.12-01</td>
<td>50,228</td>
<td></td>
<td>50,228</td>
<td></td>
</tr>
</tbody>
</table>

**Total General Fund Revenues**

| Administration - Svcs & Chrgs - Gen / Technical Services (PO # 70996) | 18,500 | 18,500 |
| Special Projects - Personnel Services - Pay / Salaries - Full-Time | 47,172 | 47,172 |
| Special Projects - Svcs & Chrgs - General / Utilities/Communications | 570 | 570 |
| Admin Svcs - Svcs & Chrgs - Misc / Leaves & Fishes | 25,000 | 25,000 |
| Admin Svcs - Svcs & Chrgs - Misc / Special Projects | 50,228 | 50,228 |
| Admin Svcs - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs (PO # 72968) | 4,200 | 4,200 |
| Finance - Svcs & Chrgs - General / Professional Services (PO # 73433) | 6,300 | 6,300 |
| Finance - Svcs & Chrgs - General / Audit Fees (PO # 73011) | 14,226 | 14,226 |
| Finance - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs (PO # 72169 & 72421) | 18,069 | 18,069 |
| Mgmt Info Systems - Capital Outlay / Software (PO # 73683) | 195,251 | 195,251 |
| Police - Supplies - General / Uniform & Safety Supplies (PO # 72147) | 6,688 | 6,688 |
| Fire - Supplies / Uniform & Safety Supplies (PO # 73625) | 9,094 | 9,094 |
| Engineering - Svcs & Chrgs - General / Professional Services (PO # 73611) | 975 | 975 |
| Engineering - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs | 85,551 | 85,551 |
| Street Maintenance - Capital / Improvs Other Than Bldgs (PO # 69419) | 9,188 | 9,188 |
| Drainage - Improvements - Streets / Drainage | 742,744 | 742,744 |
| Parks - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs | 27,000 | 27,000 |
| Planning & Development - Svcs & Chrgs - General / Census (PO # 73913 & 73923) | 8,960 | 8,960 |
| Code Compliance - Svcs & Chrgs - General / Contract Labor (PO # 73726) | 1,220 | 1,220 |
| Economic Incentives - Capital Outlay / Land | 300,000 | 300,000 |
| Animal Control - Capital Outlay / Motor Vehicles & Heavy Eq (PO # 73655) | 26,669 | 26,669 |
| Public Buildings - Svcs & Chrgs - Maint / Buildings Maintenance (PO # 73892 & 73867) | 23,885 | 23,885 |
| Public Buildings - Capital Outlay / Improvs Other Than Bldgs | 157,250 | 157,250 |
| Public Buildings - Capital Outlay / Miscellaneous Equipment (PO # 73933) | 8,738 | 8,738 |

**Total General Fund Expenditures**

### Convention and Visitors Bureau Fund

| Svcs & Chrgs - General / Building Rental | 12,000 | 12,000 |
| Svcs & Chrgs - General / Regs, Travel & Training | 3,500 | 3,500 |
| Svcs & Chrgs - General / Contract Labor | 500 | 500 |
| Supplies - Misc / Promo Items-City | 7,000 | 7,000 |
| Svcs & Chrgs - Misc / Tourism Promotions-City | 25,000 | 25,000 |
| Svcs & Chrgs - Misc / Freedom Fest | 2,000 | 2,000 |

**Total Convention and Visitors Bureau Fund Expenditures**

### Award Programs - Restricted Fund

| Revenues | Police - Bullet Proof Vests | 3,472 | 3,472 |
| Police - DEA | 1,149 | 1,149 |
| Police - Federal Pass Thru / LRGVDC Sidewalk Proj | 20,005 | 20,005 |
| Police - Body Armor | 29,725 | 29,725 |
| Health - TDEM 9th& 13th | 161,179 | 161,179 |
| Public Works - Federal Pass Thru / TDEM 9th&13th St Drainage | 8,482 | 8,482 |
| Police - FBI RGV Task Force | 149 | 149 |
| Police - Tropical Texas Behavioral | 42,968 | 42,968 |
| Parks - Texas Parks & Wildlife / Lon C Hill Destination Pk | 1,000,000 | 1,000,000 |
| Police - Harlingen C.I.S.D. / School Resource Officers | 190,000 | 190,000 |
| Museum - RGV Museum Association | 47,606 | 47,606 |
| Parks - Outside Sources / Sponsors | 56,771 | 56,771 |
| Lingle Wellness Coalition / Vast Park Lighting | 14,103 | 14,103 |
| Parks - Lingle Wellness Coalition / Meg Jom Trail Benches | 8,750 | 8,750 |
| Parks - Valley Baptist Legacy / Arroyo Trail Extension | 1,084,423 | 1,084,423 |
| Parks - Outside Sources / It's Time Texas | 3,600 | 3,600 |
| Police - Walmart / Public Safety & Training | 1,500 | 1,500 |
| Police - Target / Shop With A Cop | 2,000 | 2,000 |
| Police - State Farm / Teens In The Drivers Seat | 6,000 | 6,000 |

**Total Award Programs - Restricted Fund Revenues**

$2,081,882
### Exhibit B

City of Harlingen
Budget Amendment No 1
Fiscal Year 2019-2020

<table>
<thead>
<tr>
<th>General Ledger Account Number</th>
<th>Grants</th>
<th>Department Requests</th>
<th>Prior Year Encumbrances</th>
<th>Total</th>
</tr>
</thead>
</table>

#### Expenditures

- **Police - Bullet Proof Vests**
  - 120-3012-501-20-21: 3,472
  - 120-3023-501-10-03: 1,149
- **Police - DEA Task Force - Personnel Services - Pay / Overtime**
  - 120-3033-501-10-03: 1,149
- **Police - Tropical Behavioral - Personnel Services - Pay / Salaries - Full Time**
  - 120-3037-501-10-01: 42,968
  - 120-3048-501-10-03: 190,000
- **Police - School Resource Officer - Personnel Services - Pay / Overtime**
  - 120-3060-501-10-03: 149
- **Police - FBI/ROG Taskforce - Personnel Services - Pay / Overtime**
  - 120-3060-501-10-03: 149
- **Police - Body Armor - Uniform & Safety Supplies**
  - 120-3061-501-20-20: 29,725
  - 120-3070-501-29-99: 1,500
- **Police - Target - Food, Drinks & Ice**
  - 120-3071-501-20-60: 500
- **Police - Target - Miscellaneous Supplies**
  - 120-3071-501-29-99: 1,500
- **Police - State Farm - Miscellaneous Supplies**
  - 120-3072-501-29-99: 6,000
- **Public Works - Capital Outlay / LRG/VOC Sidewalk Proj (PO # 69419)**
  - 120-5071-903-80-24: 20,005
- **Public Works - Svcs & Chrgs-Gen / Professional Services (PO # 72266)**
  - 120-5019-615-30-10: 8,482
- **Parks - Capital Outlay / Buildings (PO # 70534)**
  - 120-6010-902-60-11: 56,771
- **Parks - Capital Outlay / Improvs Other Than Bldgs**
  - 120-6014-903-80-21: 14,103
- **Parks - Svcs & Chrgs - General / Professional Services (PO # 71929)**
  - 120-6016-802-30-10: 138,968
- **Parks - Capital Outlay / Improvs Other Than Bldgs**
  - 120-6018-903-80-21: 945,455
  - 120-6017-802-20-60: 3,600
  - 120-6018-903-20-60: 8,750
  - 120-6019-903-80-21: 1,000,000
  - 120-6018-903-80-21: 13,180
- **Parks - Svcs & Chrgs - General / Contract Labor**
  - 120-6011-904-80-34: 7,750
- **Parks - Capital Outlay / Miscellaneous Equipment (PO # 75933)**
  - 120-6031-825-90-20: 21,926
- **Health - State Health Services - Office Supplies**
  - 120-7206-721-20-01: 12,500
- **Health - State Health Services - Chemical & Medical Supplies**
  - 120-7206-721-20-10: 75
- **Health - State Health Services - Educational & Recreation**
  - 120-7206-721-20-51: 1,914
- **Health - State Health Services - Equipment Non-Capital**
  - 120-7206-721-20-60: 840
- **Health - State Health Services - Miscellaneous Supplies**
  - 120-7206-721-29-99: 18,297
- **Health - State Health Services - Advertising**
  - 120-7206-721-30-18: 5,503
- **Health - State Health Services - Regis., Travel & Training**
  - 120-7206-721-30-31: 1,260
- **Health - State Health Services - Svcs & Chrgs - General / Contract Labor (PO # 73040)**
  - 120-7206-721-30-40: 118,701
- **Health - State Health Services - Software Maintenance**
  - 120-7206-721-31-41: 2,016
- **Health - State Health Services - Internal Service Charges**
  - 120-7206-721-31-61: 2,000
- **Health - State Health Services - Fuel**
  - 120-7206-721-31-62: 10,682
- **Health - State Health Services - Miscellaneous Svcs & Chrgs**

**Total Award Programs - Restricted Fund Expenditures**: $2,382,406

#### Capital Improvement Fund

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay / Buildings (PO # 70534)</td>
<td>13,901</td>
</tr>
</tbody>
</table>

**Total Capital Improvement Fund Expenditures**: $13,901

#### Infrastructure Fund

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance - Street / Resale &amp; Outlay (PO # 67598, 72037, &amp; 73192)</td>
<td>$1,260,002</td>
</tr>
</tbody>
</table>

**Total Infrastructure Fund Expenditures**: $1,260,002

#### Municipal Auditorium Fund

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svcs &amp; Chrgs - General / Contract Labor (PO # 73966)</td>
<td>4,300</td>
</tr>
<tr>
<td>Svcs &amp; Chrgs - Maint / Buildings Maintenance (PO # 73474)</td>
<td>315</td>
</tr>
</tbody>
</table>

**Total Municipal Auditorium Fund Expenditures**: $4,615

#### Sanitation Fund

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies - General / Street Materials (PO # 69419)</td>
<td>58</td>
</tr>
<tr>
<td>Capital Outlay / Motor Vehicles &amp; Heavy Equl (PO # 71139)</td>
<td>14,405</td>
</tr>
<tr>
<td>Svcs &amp; Chrgs - Misc / Miscellaneous Svcs &amp; Chrgs (PO # 70783)</td>
<td>3,325</td>
</tr>
</tbody>
</table>

**Total Sanitation Fund Expenditures**: $17,788
<table>
<thead>
<tr>
<th>General Ledger Account Number</th>
<th>Awards &amp; Grants</th>
<th>Department Requests</th>
<th>Prior Year Encumbrances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Municipal Golf Course Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Srvcs &amp; Chrgs - General / Professional Services</td>
<td>404-6052-806.30-10</td>
<td>20,000</td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>Srvcs &amp; Chrgs - Maint / Miscellaneous Equip Main (PO # 73770)</td>
<td>404-6052-806.31-34</td>
<td>507</td>
<td></td>
<td>507</td>
</tr>
<tr>
<td><strong>Total Municipal Golf Course Fund Expenditures</strong></td>
<td>$</td>
<td>$ 20,000</td>
<td>$ 507</td>
<td>$ 20,507</td>
</tr>
<tr>
<td><strong>Motor Vehicle/Warehouse Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services - Internal Service / Vehicle Rental</td>
<td>451-0000-334.01-00</td>
<td>(1,710,592)</td>
<td></td>
<td>(1,710,592)</td>
</tr>
<tr>
<td><strong>Total Motor Vehicle/Warehouse Fund Revenues</strong></td>
<td>$</td>
<td>$(1,710,592)</td>
<td>$</td>
<td>$(1,710,592)</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Srvcs &amp; Chrgs - General / Contract Labor (PO # 73333)</td>
<td>451-2235-423.30-60</td>
<td>5,836</td>
<td></td>
<td>5,836</td>
</tr>
<tr>
<td>Capital Outlay / Motor Vehcs &amp; Heavy Equip (PO # 71139)</td>
<td>451-5045-904.80-32</td>
<td>185,887</td>
<td></td>
<td>185,887</td>
</tr>
<tr>
<td><strong>Total Motor Vehicle/Warehouse Fund Expenditures</strong></td>
<td>$</td>
<td></td>
<td>$</td>
<td>$ 191,723</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$ 5,064,286</td>
<td>$ 220,702</td>
<td>$ 2,139,554</td>
<td>$ 7,434,544</td>
</tr>
</tbody>
</table>

Exhibit "B"

City of Harlingen
Budget Amendment No. 1
Fiscal Year 2019-2020

Page 3 of 3
ORDINANCE NO. 2019-__

AN ORDINANCE AMENDING THE REVENUE AND EXPENDITURE BUDGET FOR THE CITY OF HARLINGEN, TEXAS, FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020. TOTAL BUDGET REVENUES WILL INCREASE TO $78,992,289 AND TOTAL BUDGET EXPENDITURES WILL INCREASE TO $85,274,832 RESPECTIVELY; PROVIDING FOR PUBLICATION OF THE CAPTION OF THIS ORDINANCE AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the City Manager of the City of Harlingen has prepared and presented to the City Commission Budget Amendment No. 1 for Fiscal Year October 1, 2019 through September 30, 2020; and

WHEREAS, amending the current fiscal year budget is desirable for clarity and is required by law; now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I. That an amendment to the budget of the City of Harlingen, Texas for the fiscal year October 1, 2019 and ending September 30, 2020 (exclusive of the revenues and expenditures of the Harlingen Waterworks System, Valley International Airport, Harlingen Community Improvement Board Fund, Harlingen Economic Development Corporation Fund, Harlingen Downtown Improvement District Fund, and the Community Development Block Grant Fund) in the total amount of Seventy-Eight Million, Nine Hundred Ninety-Two Thousand, Two Hundred Eighty-Nine Dollars ($78,992,289) in revenues and Eighty-Five Million, Two Hundred Seventy-Four Thousand, Eight Hundred Thirty-Two Dollars ($85,274,832) in expenditures is hereby adopted. A summary of the budget adopted is hereby attached to this Ordinance and incorporated herein as Exhibit A and the complete detail budget adopted by this
Ordinance is incorporated herein by reference and shall be made available for public inspection at the office of the City Secretary during regular business hours.

**SECTION II.** That the City Manager of the City of Harlingen, Texas, is hereby authorized to increase the budget by the amount of purchase orders outstanding as of September 30, 2019.

**SECTION III.** That the City Manager of the City of Harlingen, Texas, is hereby authorized to increase the budget by the amount of funds recovered for repair or replacement of property or equipment damaged by others.

**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 ____________, 2019 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551.**

**CITY OF HARLINGEN**

________________________

Christopher Boswell, Mayor

**ATTEST:**

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Amanda C. Elizondo, City Secretary