Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, June 5, 2019, 5:30 P.M. in 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/City Commissioner, Ruben De La Rosa

Pledge of Allegiance/Welcome

1) Presentation of the following proclamations:
   a) declaring July 2nd, 2019 as “Roberto Campos, Jr. Day”
   b) declaring the Month of May as “Motorcycle Safety and Awareness Month”
   c) declaring May, 2019 as “National Preservation Month” and presentation of recognition plaque for the 2019 Main Street America Accredited Program. (Downtown Improvement District)
   d) declaring the month of June, 2019 as “National Homeownership Month.”

2) Approval of Minutes
   a) Special Meeting of April 22, 2019

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 Items withdrawn from the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.

3a) Second and final reading to approve and adopt an ordinance for a Specific Use Permit (SUP) to allow a Bar/Lounge in a General Retail (GR) District located at 309 W. Van Buren, bearing a legal description of Lot 8, Block 67, Harlingen Original Townsite. Applicant: Jesus A. Pena. Attachment (Planning & Zoning)

b) Second and final reading to approve and adopt an ordinance to rezone from Residential Multi-Family ("M-2") District to General Retail ("GR") District for 5.91 acres out of Block 23, Lon C. Hill Subdivision, located at 501 Rangerville Road. Applicant: Jay Schwichtenberg of Blue Cactus Properties, LLC. Attachment (Planning & Zoning)

c) Second and final reading to approve and adopt an ordinance amending Chapter 18 of the City Code of Ordinances relating to building permit fees; providing for publication; and any other related matters. Attachment (Gabriel Gonzalez, Asst. City Manager)

d) Consideration and possible action to approve a resolution directing the City Manager to prepare the necessary service plan for the area in the City of Harlingen's Extraterritorial Jurisdiction for annexation into the corporate limits of the City. Attachment (Gabriel Gonzalez, Asst. City Manager)

e) Consideration and possible action to approved a refund of property taxes paid by Corelogic on behalf of Julian Alvarez, Acct. #98-4227-0010-0010-00 for $1,169.96 due to a double payment. Attachment (Finance Dept.)

f) Consideration and possible action to approve a refund of property taxes paid to Corelogic on behalf of Jose Ceballos, Acct. #98-1045-0010-0220-00 for $1,474.90 due to a double payment. Attachment (Finance Dept.)

g) Consideration and possible action to approve a refund of property taxes paid by Corelogic on behalf of Moody Bueford, Buejac, LLC, Acct. #15-6201-0000-0010-00 due to a double payment. Attachment (Finance Dept.)

h) Consideration and possible action to approve a refund of property taxes paid by Corelogic on behalf of David and Norma R. Rodriguez, Acct. #97-3777-0170-0120-00 for $720.42 due a prorated 100% veteran's exemption for Year 2018. Attachment (Finance)

i) Consideration and possible action to approve a refund of property taxes paid by Wells Fargo on behalf of David Maya, Acct. #25-6750-0020-0110-00 for $734.33 due to a prorated 100% veteran’s exemption for Year 2018. Attachment (Finance)

4) Public Hearing and possible action to approve the One Year Action Plan (Budget) for Fiscal Year 2019-2020 (Year 45) of the Community Development Block Grant
(CDBG) Program and Fiscal Year 2019-2020 (Year 25) of the Home Investment Partnerships Program (HOME). Attachment (Community Development)

5) Consideration and possible action to award a construction contract to the lowest responsible bidder in the amount of $54,310.30 utilizing HOME Investment Partnership funds for the construction of a single family home to be constructed at 1129 North Sunset Drive, Harlingen, Texas. Attachment (Community Development)

6) Consideration and possible action to approve the renewal of the facility usage agreement with South Texas Little League for use of the Pendleton Park Fields, (1, 2, 3, 4, 5, and 6) and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks & Recreation)

7) Consideration and possible action to approve the renewal of the facility usage agreement with Harlingen Texas Bronco Baseball League for the use of the Bronco, Mustang and Pony Fields at Victor Park and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks & Recreation)

8) Consideration and possible action to approve the renewal of the facility usage agreement with Harlingen National Bronco for the use of the ball fields at the Tom Wilson Youth Sports Park, and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks & Recreation)

9) Consideration and possible action to change the July 3rd, 2019 Regular City Commission Meeting to July 2nd, 2019. (City Manager)

10) 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 (3)
c. Audit Committee (1) (Terms expire annually in June)
d. Civil Service Commission (1)
e. Community Development Advisory Board (5)
f. Construction Board of Adjustments (10)
g. Convention & Visitors Bureau (5)
h. Development Corporation of Harlingen, Inc. (1)
i. Downtown Improvement District Board (2)
j. Golf Course Advisory Board (3)
k. Harlingen Community Improvement Board
l. Harlingen Housing Authority Board
m. Harlingen Finance Corporation (5)
n. Harlingen Proud Advisory Board (3)
o. Library Advisory Board (3)
p. Mayor Wellness Council
q. Museum Advisory Board (1)
r. Parks Advisory Board (4)
s. Planning & Zoning Advisory Board (3)
t. Senior Citizens Advisory Board (6)
u. Tax Increment Finance Board (1)
v. Utility Board of Trustees (2)
w. Veterans Advisory Board (6)
x. Zoning Board of Adjustments (4)
y. Complete Census Committee

Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.

11) Citizen Communication

I, the undersigned authority, do hereby certify that the above notice of meeting is a true and correct copy of said notice posted on the City’s bulletin board, City Hall, 118 E. Tyler Avenue, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, May 31st, 2019 at 1:30 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 31st day of May, 2019

Amanda C. Elizondo, City Secretary
WHEREAS, the City Commission of the City of Harlingen wishes to recognize the outstanding and loyal service of Mr. Roberto I. Campos, Jr. to the Harlingen Fire Department; and

WHEREAS, Mr. Roberto Campos, Jr., Firefighter II/Driver for the Harlingen Fire Department is the only son of Roberto I. Campos, Sr. the City of Harlingen’s first Hispanic professional firefighter; and

WHEREAS, the senior Campos served in the Harlingen Fire Department from June 1, 1951 to September 30, 1987; and

WHEREAS, the senior Campos retired as Assistant Chief of the Harlingen Fire Department, receiving a certificate of Appreciation for Service on September 23, 1987 by William “Bill” Card, Mayor of Harlingen, and Jean Nesmith, City Secretary; and

WHEREAS, Mr. Roberto I. Campos, Jr. and his father have served more than 65 years combined for the Harlingen Fire Department; and

WHEREAS, Mr. Roberto Campos, Jr. will retire on July 2, 2019 after 29 years of commendable dedication to the City of Harlingen.

NOW, THEREFORE, I, Chris Boswell, Mayor of the City of Harlingen, on behalf of the City Commission, do hereby join the citizens and city staff in expressing appreciation to Mr. Roberto Campos, Jr. for his loyal and dedicated service and hereby proclaim July 2, 2019 as,

"Roberto Campos, Jr. Day"

And extend my personal best wishes upon his retirement and for continued success in life’s pursuits and may God continue to bless him and his family.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of HARLINGEN to be affixed on this the ____ day of _____, 2019.

________________________________________
Chris Boswell, Mayor

ATTEST:

________________________________________
Amanda C. Elizondo, City Secretary
WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are relatively unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, it is to everyone's benefit to urge all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Chris Boswell, Mayor of the City of Harlingen do hereby proclaim the month of May 2019, as

"Motorcycle Safety and Awareness Month"

I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 5TH day of June, 2019.

______________________________
Chris Boswell, Mayor

Attest:

______________________________
Amanda Elizondo, City Secretary
Proclamation

Office of the Mayor

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" was the theme for National Preservation Month 2019 in May, cosponsored by Downtown Harlingen and the National Trust for Historic Preservation; and

WHEREAS, Downtown Harlingen was involved with events to celebrate Preservation Month in May in collaboration with the Texas Main Street Program; and

WHEREAS, "Imagine the Possibilities Tours" in Main Street cities showcased available properties downtown as a way to engage potential investors, entrepreneurs, developers, residents and anyone else who has imagined themselves running a business, owning a building, or living in downtown Harlingen and the Downtown Improvement District unveiled its new logo to represent the new and future projects for Downtown on Friday, May 31; and

WHEREAS, special exhibits of historic photographs of Harlingen were also displayed at the Downtown Office; and

NOW, THEREFORE, I, Chris Boswell, Mayor of Harlingen, do proclaim that May 2019 was National Preservation Month, and thank all the people of Harlingen and the Rio Grande Valley that joined their fellow citizens across the United States in recognizing and participating in this special observance and particularly in our Downtown Harlingen Preservation Month events.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 5TH day of June, 2019.

Chris Boswell, Mayor

Attest:

Amanda Elizondo, City Secretary
Proclamation

Office of the Mayor

WHEREAS, Homeownership is the American Dream, it is close to the heart of Harlingen, Texas, and there is a special power in the neighborhood where most families own their homes. A new homeowner receives a key that does more than unlock a door; it represents a place where children can grow, learn and feel safe; an opportunity to save money and build equity for the future; and a sense of stability and belonging to the greater community. And just as it builds strong families, homeownership is the building block of strong communities, too, and

WHEREAS, thanks to the prosperity that this nation has enjoyed over the past decade, more Americans are homeowners today than at any time in our history; as Mayor, I am committed to helping more citizens – especially those who have been shut out in the past – know the joy, the financial security, and the sense of community that comes with owning their own home, and

WHEREAS, the department of Housing and Urban Development is working in partnership with state and local governments, community groups, and the private sector to make the most effective use of federal funds through a combination of housing counseling, down payment assistance and closing cost assistance, and

WHEREAS, through funding from the U. S. Department of Housing and Urban Development, we are helping our residents buy homes and live the lives they had once only imagined, and

WHEREAS, Homeownership is good for the homebuyer, Harlingen and our country, it is the American Dream and during National Homeownership Month, we rededicate ourselves to that dream and to every American who seeks to achieve it.

NOW, THEREFORE I, Chris Boswell, Mayor of the City of Harlingen do hereby proclaim the month of June 2019 as:

“NATIONAL HOMEOWNERSHIP MONTH”

in the City of Harlingen and hereby call upon all the citizens of the City to join me in recognizing the importance of providing every citizen with the opportunity to achieve their own American Dream.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2019.

Chris Boswell, Mayor
ATTEST:

Amanda C. Elizondo, City Secretary
SPECIAL MEETING

CITY COMMISSION

APRIL 22, 2019

HARLINGEN, TEXAS

A Special Meeting of the Harlingen Elective Commission was held April 22, 2019 at 8:00 a.m., Harlingen Arts and Heritage Museum, 2425 Boxwood, Harlingen TX 78550 Rooms: Exhibit Halls B & C, Harlingen, Texas. Those in attendance were:

**MAYOR and COMMISSIONERS**

Chris Boswell, Mayor
Richard Uribe, City Commissioner District 1
Tudor Uhlhorn, City Commissioner District 2
Michael Mezmar, Mayor Pro-Tem District 3
Ruben De La Rosa, City Commissioner District 4
Victor Leal, City Commissioner District 5

**STAFF PRESENT**

Dan Serna, City Manager
Mayra V. Herrera, Assistant City Secretary
Allison Bastian, Asst. City Attorney

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

1) Executive closed session pursuant to Chapter 551, Section 551.071, Texas Gov't. Code to consult with the City Attorney in connection with the MPO Merger.

At 8:13 a.m., Mayor Boswell announced the City Commission would convene into executive session to discuss the MPO Merger.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to go into executive session to discuss the MPO Merger. Motion carried unanimously.

At 8:57 a.m., Mayor Boswell announced the City Commission had completed its executive session.

2) Consideration and possible action regarding the MPO Merger authorizing the City Manager to proceed as discussed in executive session.

Dan Serna, City Manager stated he recommends we move forward with the minor edits on the MPO Merger.

Motion was made by Commissioner Tudor, with the approval of the caveat we allow the Mayor to negotiate with other parties the Merger terms as discussed in Executive Session, seconded by Commissioner Uribe. Motion carried unanimously.

3) Consideration and possible action to approve a resolution supporting the merger of the Brownsville, Harlingen-San Benito, and Hidalgo County MPOs.

Dan Serna, City Manager stated the resolution had a minor edit on it and a copy was handed out to everyone.
Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa with the minor edits made by the City Manager. Motion carried unanimously.

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

City of Harlingen

Chris Boswell, Mayor

ATTEST:

Mayra V. Herrera, Assistant City Secretary
ORDINANCE NO. 19-_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE (ORDINANCE NO. 07-27) OF THE CITY OF HARLINGEN; TO ISSUE A SPECIFIC USE PERMIT TO JESUS A PENA TO ALLOW A BAR/LOUNGE IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 309 W. VAN BUREN, BEARING A LEGAL DESCRIPTION OF LOT 8, BLOCK 67, HARLINGEN ORIGINAL TOWNSITE. SUBJECT TO: 1) THE SUP WILL BE LIMITED TO SIX MONTHS WITH HOURS OF OPERATION OF MONDAY - WEDNESDAY FROM 3PM TO 12AM AND THURSDAY - SATURDAY FROM 3PM TO 2AM AND SUNDAYS FROM 12PM TO 12AM. THE APPLICANT WILL BE REQUIRED TO RENEW THE SUP WITH NO APPLICATION FEE TO CONTINUE OPERATION OF THE ESTABLISHMENT; 2) PROVISION OF SECURITY OFFICERS DURING PEAK HOURS OF OPERATION (THURSDAY - SATURDAY FROM 9PM TO 2AM); 3) PROVISION OF VIDEO SURVEILLANCE WITH 30 DAY RETENTION PERIOD; 4) PROVISION OF ADEQUATE LIGHTING INSIDE AND OUTSIDE THE BUSINESS; 5) OBTAIN AND MAINTAIN PROPER STATE PERMITS; 6) COMPLIANCE CODE OF ORDINANCE CHAPTER 22, ARTICLE 3, SECTIONS 22-54 TO 22-66 SMOKING REGULATIONS; AND 7) COMPLIANCE WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING & ZONING COMMISSION, BUILDING INSPECTIONS DEPARTMENTS, ENVIRONMENTAL HEALTH, FIRE PREVENTION, AND POLICE DEPARTMENTS PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY.

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

**BE IT ORDAINED BY THE CITY OF HARLINGEN**

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same
is herewith amended by the following described property being issued a specific use permit as
indicated:

An Ordinance amending the Zoning Ordinance (Ordinance No. 07-27) of the City of
Harlingen: to issue a Specific Use Permit to Jesus a Pena to allow a bar/lounge in a
General Retail (GR) District located at 309 W. Van Buren, bearing a legal description of
Lot 8, Block 67, Harlingen Original Townsite. Subject to: 1) The SUP will be limited to
six months with hours of operation of Monday – Wednesday from 3pm to 12am and
Thursday – Saturday from 3pm to 2am and Sundays from 12pm to 12am. The applicant
will be required to renew the SUP with no application fee to continue operation of the
establishment; 2) Provision of security officers during peak hours of operation (Thursday
– Saturday from 9pm to 12am); 3) Provision Of Video Surveillance With 30 Day
Retention Period; 4) Provision of adequate lighting inside and outside the business; 5)
Obtain and maintain proper state permits; 6) Compliance Code of Ordinance Chapter 22,
Article 3, Sections 22-54 to 22-66 Smoking Regulations; and 7) Compliance with the
requirements administered by The Planning & Zoning Commission, Building Inspections
Departments, Environmental Health, Fire Prevention, And Police Departments Prior To
The Issuance Of Certificate Of Occupancy.

The Provisions Prohibiting the Violation of the Zoning Ordinance Shall Continue in Full
force and effect and apply to this amendment.

The Specific Use Permit is made contingent upon a site plan, a true and correct copy of
which is attached hereto and incorporated herein by reference as **EXHIBIT “A”**.

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

**FINALLY ENACTED** this _____ day of __________, 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, CHAPTER 551.

CITY OF HARLINGEN

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
Request for a Specific Use Permit (SUP) to allow a Bar/Lounge in a General Retail (GR) District located at 309 W. Van Buren, bearing a legal description of Lot 8, Block 67, Harlingen Original Townsite. Applicant: Jesus A. Pena

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 4.12.2019
ORDINANCE NO. 19

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT FOR 5.91 ACRES OUT OF BLOCK 23, LON C. HILL SUBDIVISION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Multi-Family ("M-2") District to General Retail ("GR") District for 5.91 acres out of Block 23, Lon C. Hill Subdivision, located at 501 Rangerville Road.
A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

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

FINALLY ENACTED this ______ day of ____________, 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, CHAPTER 551.

CITY OF HARLINGEN

______________________________
Chris Boswell, Mayor

ATTEST:

______________________________
Amanda C. Elizondo, City Secretary
Request to rezone from Multi-Family Residential (M2) District to General Retail (GR) District for 5.91 acres out of Block 23, Lon C Hill Subdivision, located at 501 Rangerville Rd. Applicant: Blue Cactus Properties, LLC.
ORDINANCE NO. ______

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 18 OF THE HARLINGEN CODE OF ORDINANCES RELATING TO THE COLLECTION OF BUILDING PERMIT FEES FOR RESIDENTIAL STRUCTURES; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION AND ORDAINING OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, House Bill 852 was passed by the Texas State Legislature and amended Subchapter Z, Chapter 214, Local Government Code by adding Section 214.907 which prohibits cities from collecting building permit or inspection fees for a residential dwelling based on the value of the dwelling or the cost of constructing or improving the dwelling; and,

WHEREAS, House Bill 852 does not expressly prohibit cities from collecting building permit or inspection fees based on the square footage of the residential dwelling; and,

WHEREAS, the City Commission of the City of Harlingen, Texas desires to amend its ordinance to conform to the new statutory requirements;

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

SECTION 1: That the following sections of Chapter 18 of the Code of Ordinances of the City of Harlingen, Texas is hereby amended as set out below:

Chapter 103-325.
The following fees for residential dwellings will be determined as follows:
The fees for building permits for residential dwellings will be determined by assessing a fee of 0.25¢ per square foot of the total buildable area of the residential dwelling.
SECTION II: That the City Secretary of the City of Harlingen, Texas is hereby
authorized and directed to cause a true and correct copy of the caption of this Ordinance to be
published in a newspaper having general circulation in the City of Harlingen, Cameron County,
Texas.

SECTION IV: That the City Secretary of the City of Harlingen, Texas is hereby
authorized and directed to cause true and correct copies of this Ordinance to be published as an
amendment to Chapter 18 of the Code of Ordinances of the City of Harlingen, 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, CHAPTER 551.

CITY OF HARLINGEN

Chris Boswell, Mayor

ATTEST:

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

**Meeting Date:** June 5, 2019

**Agenda Item:**
Consideration and possible action approving a Resolution directing the City Manager to prepare the necessary service plans for the area in the City of Harlingen's Extraterritorial Jurisdiction to be considered for annexation into the corporate limits of the City of Harlingen.

**Prepared By (Print Name):** Gabriel Gonzalez  
**Title:** Assistant City Manager

**Signature:**

**Brief Summary:**
House Bill 347 contains a transition provision allowing Texas municipalities to preserve the right to conduct annexation proceedings in accordance with the applicable law as it existed on January 1, 2019 if the governing body of a municipality has adopted a resolution to direct the municipality's City Manager to prepare a service plan for the area on or before the effective date of House Bill 347.

If the City Commission desires to preserve the right to conduct annexation proceedings in accordance with the applicable law as it existed on January 1, 2019, it should adopt the proposed Resolution directing the City Manager to prepare the necessary service plans as required by applicable state law for certain areas under consideration for annexation.

**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
RESOLUTION NO. R2019 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS DIRECTING THE CITY MANAGER TO PREPARE THE NECESSARY SERVICE PLANS FOR AREAS IN THE CITY OF HARLINGEN EXTRATERRITORIAL JURISDICTION (“ETJ”) TO BE CONSIDERED FOR ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF HARLINGEN.

WHEREAS, the City of Harlingen City Commission has the authority to annex property into the corporate limits of the City of Harlingen in accordance with applicable state law and the City of Harlingen City Charter; and

WHEREAS, House Bill 347, currently pending in the Regular Session of the 86th Texas Legislature, if enacted into law, will have a significant impact on future annexation by the City of Harlingen; and

WHEREAS, House Bill 347 contains a transition provision allowing Texas municipalities to preserve the right to conduct annexation proceedings in accordance with the applicable law as it existed on January 1, 2019 if the governing body of a municipality has adopted a resolution to direct the municipality’s city manager to prepare a service plan for the area on or before the effective date of House Bill 347; and

WHEREAS, the City Commission of the City of Harlingen desires to preserve the right to conduct annexation proceedings in accordance with the applicable law as it existed on January 1, 2019 and to direct the City Manager of the City of Harlingen to prepare the necessary service plans as required by applicable state law for certain areas under consideration for annexation;

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

Section I. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section II. In accordance with House Bill 347, the City of Harlingen City Commission hereby directs the City Manager to prepare the necessary service plans as required by applicable state law for the areas in the City’s ETJ under consideration for annexation, said areas being further described in Exhibit “A” attached hereto and incorporated herein for all purposes pertinent.

Section III. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this ______ day of June, 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 compliance with Texas Government Code, Title 5, Subtitle A, Chapter 551.

CITY OF HARLINGEN, TEXAS

Chris Boswell, Mayor

ATTEST:

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

**Meeting Date:** 06/05/2019

<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 Corelogic on behalf of Alvarez Julian on account # 98-4227-0010-0010-00.</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>

**Brief Summary:**

This refund request in the amount of $1,169.96 for account # 98-4227-0010-0010-00 is due to a double payment. Stewart Title paid first and second by Corelogic.

Total amount of refund requested is $1,169.96.00

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>□ Yes □ No*</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>
</tr>
</thead>
<tbody>
<tr>
<td>Staff recommends approval of refund.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Manager’s approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No □ N/A</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>City Attorney’s approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No □ N/A</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Elvia Trevino  
   City of Harlingen  
   Harlingen, Texas 78550

FROM: Aurora Lozano  
   TAX OFFICE  
   Harlingen, Texas 78550

DATE: May 17, 2019

RE: Account #98-4227-0010-0010-00, Alvarez Julian(Corelogic)

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 refund is due to a double payment. Stewart Title paid first and second by Corelogic.

Therefore the amount of $1,169.96 to be refunded to:

Corelogic  
P.O. Box 9202  
Attn: Refund Dept  
Coppell, Texas 75019

Should you have any questions regarding this matter, please contact me at (956)428-7999
ALVAREZ JULIAN III  
5850 ACACIA  
HARLINGEN, TX 78552-2247

Legal Description:  
WILDWOOD SUBDIVISION UNIT TWO LOT 1 BLK 1 (CAB 1 SLOT 1926-B CCMR)
Parcel Address: 5850 ACACIA  
Legal Acres: 0.3120
Remit Seq No: 36316034  
Receipt Date: 12/15/2017  
Deposit Date: 12/15/2017  
Print Date: 05/17/2019 09:34 AM  
Printed By: JOANNAS

Deposit No: 1712151  
Validation No: 900000050751889
Account No: 98-4227-0010-0010-00
Operator Code: PETEG

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<tr>
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<th>Tax Unit Name</th>
<th>Rec Type</th>
<th>Tax Value</th>
<th>Tax Rate</th>
<th>Levy Paid</th>
<th>Discount</th>
<th>P&amp;I</th>
<th>Coll Fee Paid</th>
<th>Total</th>
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<td>0.588827</td>
<td>1,169.96</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,169.96</td>
</tr>
<tr>
<td>2017</td>
<td>Hgn-School</td>
<td>TL</td>
<td>198,693</td>
<td>1.318000</td>
<td>2,618.77</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,618.77</td>
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</table>

$3,788.73  $0.00  $0.00  $0.00  $3,788.73

PAYER: STEWART TITLE CAMERON COUNTY  
515 EAST HARRISON SUITE B  
HARLINGEN, TX 78550

ACCOUNT PAID IN FULL

Check Number(s): 10424475

Exemptions on this property: HOMESTEAD

Total Applied: $3,788.73

Change Paid: $0.00

Payment Type: Checks: $3,788.73

Copy

Page 1 of 1  
21.1.200
DUPLICATE TAX RECEIPT

AURORA LOZANO
HARLINGEN TAX OFFICE TAX ASSESSOR - COLLECTOR
609 N.77 SUNSHINE STRIP
HARLINGEN, TEXAS 78550

Certified Owner:
ALVAREZ JULIAN III
5850 ACACIA
HARLINGEN, TX 78552-2247

Legal Description:
WILLOW SUBDIVISION UNIT TWO LOT 1 ELK
1 (CAB 1 SLOT 1926-B CCMR)

Parcel Address: 5850 ACACIA
Legal Acres: 0.3120

Remit Seq No: 36395255
Receipt Date: 12/20/2017
Deposit Date: 12/20/2017
Print Date: 05/17/2019 09:34 AM
Printed By: JOANNAS

Deposit No: COREHG170001
Validation No: 1
Account No: 98-4227-0010-0010-00
Operator Code: CARL

Year Tax Unit Name Rec Type Tax Value Tax Rate Levy Paid Discount P&I Coll Fee Paid Total
2017 Overpayment TL 0 0.00000 0.00 0.00 0.00 0.00 3,788.73

$0.00 $0.00 $0.00 $0.00 $0.00 $3,788.73

PAYMENT TYPE: Checks: $3,788.73
Exemptions on this property: HOMESTEAD

PAYER:
CORE LOGIC
3001 HACKBERRY ROAD
IRVING, TX 75063

ACCOUNT NO: 98-4227-0010-0010-00
DEPOSIT NO: COREHG170001
ADDRESS: 5850 ACACIA
LEGAL ACRES: 0.3120
REMIT SEQ #: 36395255
RECEIPT DATE: 12/20/2017
DEPOSIT DATE: 12/20/2017
PRINT DATE: 05/17/2019 09:34 AM
Printed By: JOANNAS

CHECK NUMBER(S): 492829

TOTAL APPLIED: $3,788.73
CHANGE PAID: $0.00

Page 1 of 1
21.1.200
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 06/05/2019

Agenda Item:
Consideration and possible action to approve a refund of property taxes paid by Corelogic on behalf of Cobos Jose on account # 98-1045-0010-0220-00.

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

Brief Summary:
This refund request in the amount of $1,474.00 for account # 98-1045-0010-0220-00 is due to a double payment. The homeowner paid first and second by Corelogic.

Total amount of refund requested is $1,474.00

Refunds over $500.00 require Commission 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:

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

Staff Recommendation:
Staff recommends approval of refund.

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

Comments:

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

TO: Elvia Trevino
   City of Harlingen
   Harlingen, Texas 78550

FROM: Aurora Lozano
      TAX OFFICE
      Harlingen, Texas 78550

DATE: May 17, 2019

RE: Account #98-1045-0010-0220-00, Cobos Jose(Corelogic)

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 refund is due to a double payment. The homeowner paid and second by Corelogic.

Therefore the amount of $1,474.00 to be refunded to:

   Corelogic
   P.O. Box 9202
   Attn: Refund Dept
   Coppell, Texas 75019

Should you have any questions regarding this matter, please contact me at (956)428-7999
AURORA LOZANO
HARLINGEN TAX OFFICE TAX ASSESSOR - COLLECTOR
609 N.77 SUNSHINE STRIP
HARLINGEN, TEXAS 78550

Certified Owner:
COBOS JOSE A & WENDY MILENE
158 S Nueces Park Ln
Harlingen , TX  78552-6234

Legal Description:
SURVEY - NUECES PARK SUBD LOT 22 BLK 1

Deposit No: 181212C
Validation No: 90000054442320
Account No: 98-1045-0010-0220-00
Operator Code: DOLLYD2

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Unit Name</th>
<th>Rec Type</th>
<th>Tax Value</th>
<th>Tax Rate</th>
<th>Levy Paid</th>
<th>Discount</th>
<th>F&amp;I</th>
<th>Coll Fee Paid</th>
<th>Total</th>
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<tbody>
<tr>
<td>2018</td>
<td>Hgn-City</td>
<td>TL</td>
<td>250,328</td>
<td>0.583827</td>
<td>1,474.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,474.00</td>
</tr>
<tr>
<td>2018</td>
<td>Hgn-School</td>
<td>TL</td>
<td>250,328</td>
<td>1.318000</td>
<td>3,299.32</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3,299.32</td>
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</tbody>
</table>

$4,773.32  $0.00  $0.00  $0.00  $4,773.32

PAYMENT TYPE: Checks: $4,773.32

Exceptions on this property:

PAYER:
COBOS JOSE A & WENDY MILENE
158 S Nueces Park Ln
Harlingen , TX United State 78552-6234

ACCOUNT PAID IN FULL

Page 1 of 1
21.1.2020
**DUPLICATE TAX RECEIPT**

**Certified Owner:**
COBOS JOSE A & WENDY MILENE  
158 S Nueces Park Ln  
Harlingen , TX  78552-6234

**Legal Description:**  
SURVEY - NUECES PARK SUBD LOT 22 BLK 1

**Deposit No:** COREHG180001  
**Validation No:** 1  
**Account No:** 98-1045-0010-0220-00  
**Operator Code:** CARL

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Unit Name</th>
<th>Rec Type</th>
<th>Tax Value</th>
<th>Tax Rate</th>
<th>Levy Paid</th>
<th>Discount</th>
<th>P&amp;I</th>
<th>Coll Fee Paid</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Overpayment</td>
<td>TL</td>
<td>0</td>
<td>0.000000</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>4,773.32</td>
</tr>
</tbody>
</table>

**PAYMENT TYPE:**  
Checks: $4,773.32

**Total Applied:** $4,773.32  
**Change Paid:** $0.00

**PAYER:**  
CORE LOGIC  
3001 HACKBERRY ROAD  
IRVING , TX 75063

**Check Number(s):**  
950003840

**Exemptions on this property:**
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 06/05/2019

**Agenda Item:**

Consideration and possible action to approve a refund of property taxes paid by Corelogic on behalf of Moody Bueford, Buejac LLC on account # 15-6201-0000-0010-00.

<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>

**Brief Summary:**

This refund request in the amount of $1,422.46 for account # 15-6201-0000-0010-00 is due to a double payment. The homeowner paid first and second by Corelogic.

Total amount of refund requested is $1,422.46.

Refunds over $500.00 require Commission approval.

**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:

<table>
<thead>
<tr>
<th>Finance Director’s approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Yes  No N/A</td>
</tr>
</tbody>
</table>

**Staff Recommendation:**

Staff recommends approval of refund.

City Manager’s approval:

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

**Comments:**

City Attorney’s approval:

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

TO: Elvia Trevino
City of Harlingen
Harlingen, Texas 78550

FROM: Aurora Lozano
TAX OFFICE
Harlingen, Texas 78550

DATE: May 17, 2019

RE: Account #15-6201-0000-0010-00, Moody Bueford, Buejac LLC(Corelogic)

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 refund is due to a double payment. The homeowner paid first and second by Corelogic.

Therefore the amount of $1,422.46 to be refunded to:

Corelogic
P.O. Box 9202
Attn: Refund Dept
Coppell, Texas 75019

Should you have any questions regarding this matter, please contact me at (956)428-7999
DUPLICATE TAX RECEIPT

AURORA LOZANO
HARLINGEN TAX OFFICE TAX ASSESSOR - COLLECTOR
609 N.77 SUNSHINE STRIP
HARLINGEN, TEXAS 78550

Certified Owner:
BUEJAC LLC
610 E MATZ AVE
HARLINGEN, TX 78550-3921

Legal Description:
NASHVILLE I - MOODY SUBD LOT 1

Parcel Address: 610 MATZ AVE
Legal Acres: 0.0000

Remit Seq No: 32767867
Receipt Date: 10/27/2016
Deposit Date: 10/27/2016
Print Date: 05/17/2019 09:23 AM
Printed By: JOANNAS

| Deposit No: | 161027C |
| Validation No: | 900000047418562 |
| Account No: | 15-6201-0000-0010-00 |
| Operator Code: | DOLLYD2 |

<table>
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<tr>
<th>Year</th>
<th>Tax Unit Name</th>
<th>Rec Type</th>
<th>Tax Value</th>
<th>Tax Rate</th>
<th>Levy Paid</th>
<th>Discount</th>
<th>P&amp;I</th>
<th>Coll Fee Paid</th>
<th>Total</th>
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<tbody>
<tr>
<td>2016</td>
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<td>TL</td>
<td>241,576</td>
<td>0.588827</td>
<td>1,422.46</td>
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<td>0.00</td>
<td>1,422.46</td>
</tr>
<tr>
<td>2016</td>
<td>Hgn-School</td>
<td>TL</td>
<td>216,576</td>
<td>1.318000</td>
<td>2,854.47</td>
<td>0.00</td>
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<td>2,854.47</td>
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</table>

|          |          |          |          |          |          |          |     |              |        |
|          |          |          |          |          |          |          |     | $4,276.93    | $4,276.93 |

PAYMENT TYPE:
Checks: $4,276.93

Exemptions on this property:
OVER 65
HOMESTEAD

Total Applied: $4,276.93
Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
BUEJAC LLC
610 E MATZ AVE
HARLINGEN, TX US 78550-3921

Check Number(s):
6721

COPY

Page 1 of 1
21.1.200
DUPLICATE TAX RECEIPT

AURORA LOZANO
HARLINGEN TAX OFFICE TAX ASSessor - COLLECTor
609 N.77 SUNSHINE STRIP
HARLINGEN, TEXAS 78550

Certified Owner:
BUEJAC LLC
610 E MATZ AVE
HARLINGEN, TX 78550-3921

Legal Description:
NASHVILLE I - MOODY SUBD LOT 1

Deposit No: C0RHGN160001
Validation No: 1
Account No: 15-6201-0000-0010-00
Operator Code: CARL

Year  Tax Unit Name  Rec Type  Tax Value  Tax Rate  Levy Paid  Discount  P&I  Coll Fee Paid  Total
2016  Overpayment  TL  0  0.000000  0.00  0.00  0.00  0.00  4,276.93

$0.00  $0.00  $0.00  $0.00  $4,276.93

Check Number(s):
449053

Exemptions on this property:
OVER 65
HOMESTEAD

PAYMENT TYPE:
Checks: $4,276.93

Total Applied: $4,276.93

Change Paid: $0.00

PAYER:
CORE LOGIC
3001 HACKBERRY ROAD
IRVING, TX 75063
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 06/05/2019

<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 Corelogic on behalf of Rodriguez David &amp; Norma R on account # 97-3777-0170-0120-00.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Brief Summary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This refund request in the amount of $720.42 for account # 97-3777-0170-0120-00 is due a prorated 100% exempt veteran’s exemption for year “2018”.</td>
</tr>
<tr>
<td>Total amount of refund requested is $720.42.</td>
</tr>
<tr>
<td>Refunds over $500.00 require Commission approval.</td>
</tr>
</tbody>
</table>

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

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

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

| Comments: |

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

TO: Elvia Trevino
City of Harlingen
Harlingen, Texas 78550

FROM: Aurora Lozano
TAX OFFICE
Harlingen, Texas 78550

DATE: May 14, 2019

RE: Account #97-3777-0170-0120-00, Rodriguez David & Norma R(Corelogic)

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 prorated 100% exempt veteran’s exemption for year “2018”.

Therefore the amount of $720.42 to be refunded to:

Corelogic
P.O. Box 9202
Attn: Refund Dept
Coppell, Texas 75019

Should you have any questions regarding this matter, please contact me at (956)428-7999
### 2018 SUPPLEMENT ROLL 29

**Supp Group:** 312  
**Supp Code:** ADVHS  
**Supp Action:** M  
**Date:** 4/30/2019 5:25PM

#### Current Property Data as of Supp 29

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<th>Prop ID</th>
<th>Owner</th>
<th>%</th>
<th>Legal Description</th>
<th>Supp Values</th>
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<tbody>
<tr>
<td>359778</td>
<td>610930</td>
<td>100.00</td>
<td>R</td>
<td>Geo: 97-37777-0178-0120-00 Effective Acres: 0.0000</td>
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#### Change Desc:


#### Previous Property Data as of Supp 0

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<tr>
<th>Prop ID</th>
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<th>%</th>
<th>Legal Description</th>
<th>Supp Values</th>
</tr>
</thead>
<tbody>
<tr>
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#### Change Desc:

Owner RODRIGUEZ DAVID & NORMA R  
2806 ELSWORTH LN  
Harlingen, TX 78550-3647  
IN 04/04/2018

#### Gain or Loss of Value for:

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 06/05/2019

**Agenda Item:**
Consideration and possible action to approve a refund of property taxes paid by Wells Fargo on behalf of Maya David on account # 25-6750-0020-0110-00.

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

**Brief Summary:**
This refund request in the amount of $734.33 for account # 25-6750-0020-0110-00 is due a prorated 100% exempt veteran’s exemption for year “2018”.

Total amount of refund requested is $734.33.

Refunds over $500.00 require Commission 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:

Finance Director’s approval:

☐ Yes  ☐ No  ☐ N/A

**Staff Recommendation:**
Staff recommends approval of refund.

City Manager’s approval:

☐ Yes  ☐ No  ☐ N/A

**Comments:**

City Attorney’s approval:

☒ Yes  ☐ No  ☐ N/A
MEMORANDUM

TO: Elvia Trevino  
City of Harlingen  
Harlingen, Texas 78550

FROM: Aurora Lozano  
TAX OFFICE  
Harlingen, Texas 78550

DATE: May 14, 2019

RE: Account #25-6750-0020-0110-00, Maya David(Wells Fargo)

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 prorated 100% exempt veteran’s exemption for year “2018”.

Therefore the amount of $734.33 to be refunded to:

  Wells Fargo  
P.O. Box 14506  
MACX2301-03B(ARU)  
Des Moines, IA 50306

Should you have any questions regarding this matter, please contact me at (956)428-7999
2018 SUPPLEMENT ROLL 29
Supp Group: 312

Current Property Data as of Supp 29
Prop ID: 83667
Owner: MAYA DAVID
Address: 2316 S Whitehouse Cir
Hartlingen, TX 78550-2709

Legal Description:
Geo: 25-6750-0200-0110-00
Effective Acres: 0.0000

Appraiser: RICK A PRI
Operator: Amedina
State Codes: A
Situs: 2316 S WHITEHOUSE CIR HARTLNE,
TX

Assessor: 05-10-04
Mig Cd: R060504

Values:
Imp HS: 134,507
Market: 151,228
Imp SIS: 0
Prod Loss: 0
Land HS: 16,721
Appraised: 151,228
Land NHS: 0
Cap: 0

Change Desc:

Previous Property Data as of Supp: 0

Prop ID: 83667
Owner: MAYA DAVID
Address: 2316 S Whitehouse Cir
Hartlingen, TX 78550-2709

Legal Description:
Geo: 25-6750-0200-0110-00
Effective Acres: 0.0000

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State Codes: A
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Mig Cd: R060504

Values:
Imp HS: 134,507
Market: 151,228
Imp SIS: 0
Prod Loss: 0
Land HS: 16,721
Appraised: 151,228
Land NHS: 0
Cap: 0

Gain or Loss of Value for:
Property: 83667 Geo: 25-6750-0200-0110-00

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: June 5, 2019

**Agenda Item:**
PUBLIC HEARING and ACTION to approve One Year Action Plan (Budget) for Fiscal Year 2019-2020 (Year 45) of the Community Development Block Grant (CDBG) Program and Fiscal Year 2019-2020 (Year 25) of the Home Investment Partnerships Program (HOME).

Prepared By (Print Name): Tammy Jackson
Title: Community Development Director
Signature: [Signature]

**Brief Summary:**
Our current approved Consolidated Plan and Strategy (CPS) is based on HUD's national objectives which are to provide decent housing, create suitable living environments, and to expand economic opportunities that would primarily benefit low to moderate income persons.

As a condition in receiving Community Development Block Grant (CDBG) and HOME funds in FY 2019-2020, the City is required to prepare a One-Year Action Plan outlining objectives, outcomes and indicators for each activity that receives funding. The funding recommendations established are not only based on meeting the required national objectives and other HUD requirements but also with consideration given to HUD's priorities of:

1. Increasing homeownership and improving existing housing for extremely low income persons
2. Ending homelessness
3. Promoting economic development through the creation of jobs and/or businesses

Prior to establishing their funding recommendations the Community Development Advisory Board and staff, reviewed and evaluated applications (prior performance, priority need, submission requirements, project eligibility) held public hearings, workshops, and provided each applicant with the opportunity to give a presentation to the Community Development Advisory Board.

All requests for funding are high priorities established in the Consolidated Plan & Strategy.

This year's CDBG allocation is estimated to be $903,660.00 (an increase of $59,472.00) and the HOME program allocation is $297,943.00 (a decrease of $20,185.00). (See Historical Funding Information attached)

Meetings held regarding this year's funding process:
January 24, 2019 – CDAB Meeting approving the CDBG and HOME Program Applications for funding.
February 2, 2019 – Notice of Funding Availability published in the VMS and posted on the web.
March 8, 2019 – Application submittal deadline.
April 4, 2019–Public Hearing to obtain comments / applicant presentations regarding their request for funding.
May 14, 2019 – CDAB meeting to review submitted application contents, evaluation forms, applications for funding and establish funding recommendations.

The recommendation established was unanimously approved by all CDAB Members present (Lupita Muniz and George McShan did not participate in the funding recommendation of Boys & Girls Club, and Daniel Lopez did not participate in the funding recommendation for the Clearance & Demolition Program due to conflicts of interest).

The Mayor and City Commission have final approval authority over the use and allocation of funds.

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

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<th>Fiscal Year</th>
<th>Allocation Type</th>
<th>Amount</th>
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<td>FY 19-20 CDBG</td>
<td>Allocation is expected to be</td>
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<tr>
<td>FY 19-20 HOME Allocation</td>
<td>is expected to be</td>
<td>$297,943.00</td>
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<tr>
<td>Anticipated CDBG Program Income (City)</td>
<td>is expected to be</td>
<td>$35,912.14</td>
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<tr>
<td>Anticipated CDBG Program Income (HCDC)</td>
<td>is expected to be</td>
<td>$12,145.23</td>
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<td>Total</td>
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<td>$1,249,660.37</td>
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Finance Director’s approval: [ ] Yes [ ] No [√] N/A

**Staff Recommendation:**
Staff recommends approval of the One Year Action Plan (Budget for FY 2019-20) as recommended by the Community Development Advisory Board.

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

Comments:

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

5/28/19
EXHIBIT “A”

C.D.B.G. AND HOME FUNDS
PROPOSED 2019–2020 ONE YEAR ACTION PLAN BUDGET

C.D.B.G. Allocation ............................................................... $ 903,660.00
HOME Allocation ................................................................. $ 297,943.00
Anticipated CDBG Program Income (from Rehabilitation Assistance Loans to City) $ 35,912.14
Anticipated CDBG Program Income (loans paid to HCDC) .......................$ 12,145.23
Combined Total Allocations .................................................. $ 1,249,660.37

PROPOSED PROJECTS

03F – Parks, Recreation Facilities – Hunter Park Improvements $150,929.00
03K – Public Facilities – Street Improvements (Los Vecinos area) $123,449.00
04 – Clearance & Demolition .................................................. $ 57,050.00
05A – Public Services (Seniors) Amigos Del Valle $13,500.00
05A – Public Services (Seniors) Area Agency on Aging $ 5,000.00
05D – Public Services (Youth) Boys & Girls Club .........................$ 55,000.00
05N – Public Services (Abused Children) CASA $15,000.00
05N – Public Services (Abused Children) Family Crisis Center $12,000.00
05M – Public Services (Health) Sunshine Haven $18,000.00
05M – Public Services (Health) Planned Parenthood $16,500.00
14A – Housing Rehabilitation Program ....................................$214,500.00
14H – Housing Rehabilitation Administration $42,000.00
21A – General Administration .................................................$180,732.00

Total CDBG Funding .......................................................... $ 903,660.00

12 – HOME–Affordable Housing Programs (Habitat for Humanity) $90,000.00
12/13B – HOME–Affordable Housing Programs (CITY) $133,543.00
12 – HOME–CHDO Set-Aside .................................................. $ 44,700.00
21H – HOME–Administrative Support .......................................$ 29,700.00

Total HOME Funding .......................................................... $ 297,943.00

14A – CDBG Housing Rehabilitation (anticipated program income) $35,912.14
12 – CDBG Construction of Housing (anticipated program income) ..........$12,145.23

Total Anticipated CDBG Program Income ...................................$ 48,057.37

Total Anticipated Funding ......................................................$1,249,660.37
Community Development Block Grant Funding
SYNOPSIS FISCAL YEAR 2019-2020

Boy's and Girl's Club of Harlingen
P.O. Box 1982
Harlingen, Texas 78551
Gerald Gathright

This organization requested $60,000.00
Last year funded $60,000.00
Recommendation: $55,000.00

Activity provides low-income youth with an opportunity to participate in supervised and safe educational and recreational programs throughout the year. The program focuses on the constructive and fun activities in three of the club’s satellite units. Funding will be used to provide services to 275 low income youth @ $200.00 per beneficiary. This project will benefit a minimum of 400 eligible youth.

Family Crisis Center, Inc.
Children’s Program
616 W. Taylor
Harlingen, TX 78550
Laura Martinez

This organization requested $12,000.00
Last year funded $12,000.00
Recommendation: $12,000.00

Funds will be used to support the salary and benefits of the Children’s Advocate, whose duties include providing advocacy services, counseling, and nonviolent play activities to children residing in the domestic violence emergency shelter and visiting the Service Center. It is anticipated that 135 children will receive services.

Amigos Del Valle
Senior Home Delivered Hot Lunch Meals
1116 North Conway Avenue
Mission, Texas 78572
Alejandro Guerra

This organization requested $13,500.00
Funded last year $13,500.00
Recommendation: $13,500.00

CDBG funds will provide 2,727 home-delivered lunch meals at the service rate of $4.95 per meal to twelve (12) homebound seniors. Through the Senior Home-Delivered Lunch Meals Program, meals will be prepared at the Casa de Amigos #3 Senior Nutrition Center located at 402 N. New Hampshire St., Harlingen, TX and delivered to the respective homes of these twelve (12) homebound elderly residents over a period of 227 service days.

CASA of Cameron and Willacy Counties
647 E. Saint Charles Street
Brownsville, Texas 78520
Dora Martinez

This organization requested $25,000.00
Funded last year $16,000.00
Recommendation: $15,000.00

Funds will be used to support a portion of the salary of caseworkers who provide services to children. CASA benefits children who have been removed from their homes because of abuse and/or neglect and their case is currently in the court system. Trained members from the community, who have regular contact with these children, provide an independent report to the Child Protection Court Judge. It is anticipated 105 children will be served.
Sunshine Haven
7105 West Lakeside Blvd.
Olmito, Texas 78575
Elizabeth Shull

This organization requested $51,075.18
Funded last year $16,500.00
Recommendation: $18,000.00

CDBG funds will be used for salaries and benefits for staff to provide terminally ill residents with 24 hour comfort care that includes feedings, medication administration, repositioning, laundry, breathing treatments, etc. Sunshine Haven's mission is to provide a peaceful, homelike, loving atmosphere where individuals with a terminal diagnosis may pass away in dignity. It is anticipated that 40 Harlingen residents will benefit from these services.

Area Agency on Aging
Lower Rio Grande Valley Dev Council
301 W. Railroad St.
Weslaco, Texas 78596
Ron Garza

This organization requested $15,000.00
Funded last year $10,000.00
Recommendation: $5,000.00

Area Agency on Aging promotes quality of life for the region's elderly through comprehensive and coordinated social services. Funds will be used to provide 20 elderly and disabled residents with medication, medical supplies, and medical equipment at a cost of $250 each.

Planned Parenthood Cameron County
712 N. 77 Sunshine Strip, Suite 18
Harlingen, Texas 78550
Polin C. Barraza

This organization requested $35,000.00
Funded last year $0 (did not apply)
Recommendation: $16,500.00

CDBG funds will be used to provide health care services and family planning including contraception, cervical cancer screenings and treatment, testing and treatment for sexually transmitted diseases, clinical breast exams, pelvic exams, pregnancy testing, testing and treatment for gynecological infections and more. Planned Parenthood of Cameron County is a wholly owned subsidiary of Planned Parenthood South Texas, a non profit corporation. Neither Planned Parenthood of Cameron County or Planned Parenthood South Texas provide abortion care or services.

RECOMMENDATION TOTAL FOR PUBLIC SERVICE FUNDING $135,000.00
City of Harlingen - Code Enforcement
Clearance and Demolition
502 E. Tyler
Harlingen, Texas 78550
Manny Aceves

The Clearance and Demolition program was created to protect the public's health, safety and general welfare. Funding will be leveraged with General Funds and Texas National Guard to demolish dilapidated unsafe structures throughout the city limits of Harlingen to spur redevelopment and aesthetically improve our neighborhoods and the community.

Parks, Recreation Facilities
Hunter Park Improvements
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550
Javier Mendez

Hunter Park is located at 1616 N. 3rd Street on the north part of town and is walking distance for many residents who live on and around 3rd Street. Funds will be used to replace the current playground, install a standalone playground component and relocate the swings to the south side of the playground area. The scope of the project will also include the construction of a 5 foot wide sidewalk all around the playground area and a link to the parking lot as well as the installation of a 4 foot decorative fence separating the playground from the parking lot.

Engineering/Public Works
Street Improvements
502 E. Tyler
Harlingen, Texas 78550
Ponciano Longoria, P.E. CFM

CDBG funds are being requested to reconstruct three cul-de-sac streets within the City of Harlingen. The proposed project will be located on Buchanan, Mitchell, and Pierce Avenue, west of M Street. The streets are located within the Los Vecinos Housing Community and are located within Census Tract 110, Block 3 also known as the Target Area Neighborhood Investment Program (TANIP). The proposed street improvements will include manhole adjustment, milling asphalt pavement, curb and gutter repair, excavation, Geogrid, flexible base, lime, 2.0 inches of asphalt, and striping. The project limits are Buchanan (0.14 miles) from M Street to end of cul-de-sac, Mitchell (0.15 miles) from M Street to end of cul-de-sac, and Pierce (0.14 miles) from M Street to end of cul-de-sac.

RECOMMENDATION TOTAL FOR PUBLIC FACILITY FUNDING $331,428.00
City of Harlingen - Community Development  
Housing Rehabilitation  
502 E. Tyler St.  
Harlingen, Texas 78550  
Tammy Jackson

This activity will receive $214,500.00 (last year $152,090.00) plus program income. The current waiting list for assistance is approximately 2 years. Due to the long waiting period (lack of funding) the homes continue to deteriorate, resulting in a financial impact to the program due to the amount of assistance needed to bring the homes into compliance with adopted codes and ordinances. Funds are used as Deferred Grants, for the elderly and disabled and Zero to 2% Interest Loans for other low to moderate income homeowners. Approximately four (4) families' homes are projected to be rehabilitated and/or reconstructed in program year 2019-2020.

City of Harlingen - Community Development  
Housing Rehabilitation Administration  
502 E. Tyler St.  
Harlingen, Texas 78550  
Tammy Jackson

The Department is requesting $42,000.00.

These funds will be used to cover project delivery costs associated with the Housing Rehabilitation Loan and Deferred Grant Program. Specifically, the funds will be used to cover project delivery and salary and benefit expenses of the Housing Coordinator.

TOTAL HOUSING REHABILITATION PROGRAM $256,500.00

City of Harlingen - Community Development Dept.  
General Administration  
502 E. Tyler St.  
Harlingen, Texas 78550  
Tammy Jackson

The department is requesting $180,732.00 (statutory 20% of grant). These funds will be used for Administrative Support for the CDBG Program. This activity is responsible for the planning, oversight, coordination, staff supervision, monitoring and evaluation, contracting, record keeping, supplies, utilities, equipment, professional services, and overall management of the program. Technical assistance will also be provided.

TOTAL PLANNING & ADMINISTRATION $180,732.00
RGV Habitat for Humanity
HOME Program
PO Box 4318
McAllen, Texas 78502
Wayne Lowry

HOME funds will be utilized to construct 3 new homes through their home construction program for low to moderate income families that may not qualify for a traditional mortgage. Once the families are selected, they will attend a financial literacy class, contribute 300 sweat equity hours, and make affordable monthly mortgage payments.

City of Harlingen
HOME Program
502 E. Tyler
Harlingen, Texas 78550

The City of Harlingen will utilize HOME Funds in the amount of $29,700.00 (Statutory 10% of grant) for HOME program related costs such as program management, coordination, planning, monitoring, and evaluation of activities.

City of Harlingen
HOME Program
502 E. Tyler
Harlingen, Texas 78550

The department will utilize HOME Funds in the amount of $133,543.00 to provide affordable housing opportunities to low income eligible homebuyers. Projects will include the construction of affordable housing and providing down payment and closing cost assistance, and gap financing. The homes will provide a safe and healthy home for their families allowing the buyer to move out of a substandard home or from rental housing, and giving them the opportunity to build assets.

CHDO Set-Aside
A total of $44,700.00 in HOME funds is being set aside (Statutory 15% of grant) for a designated CHDO.

RECOMMENDATION TOTAL FOR HOME ACTIVITY FUNDING $297,943.00

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<td><strong>Total Available</strong></td>
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**Leasing**

- Lobby & Cubicle Training: $8,000.00
- Utilities & Facility: $8,000.00
- Roy & Gift: $8,000.00
- Ronald McDonald House: $5,000.00
- Self Service: $5,000.00
- Senior Companion Program: $5,000.00
- Baggage: $5,000.00
- Laundry: $5,000.00
- Planned Parenthood: $10,000.00
- Salvation Army: $10,000.00
- Amigos Del Valle: $10,000.00
- CASA: $10,000.00
- Area Agency on Aging: $10,000.00

| Community Dev. Corp. of Riverside | $11,000.00 |

**Public Facilities/Other**

- Street: $236,391.00  | $250,000.00  | $241,783.00  |
- Parks: $326,391.00  | $326,391.00  | $313,783.00  |
- Police & Service: $326,391.00  | $326,391.00  | $313,783.00  |
- Code Enforcement: $326,391.00  | $326,391.00  | $313,783.00  |
- TOTAL CBGB REQUESTS: $934,842.14  | $1,236,805.27  | $995,187.00  |
- Amount Available: $934,842.14  | $1,236,805.27  | $995,187.00  |

**Difference**

| $13,878.00 | $267,033,133.00 | $786.00 |

**HOMA Allocation**

| $267,943.00 | $267,943.00 | $318,128.00 | $318,128.00 | $318,128.00 | $358,797.00 | $400,092.00 |

**HOME Program Income**

| $90,573.00 |

**HOME Admin (City) (10%) Cap**

| $29,700.00 | $29,793.00 | $31,872.00 | $31,872.00 | $31,872.00 |

**HOME Down Payment Assist**

| $133,543.00 | $133,543.00 | $133,543.00 |

**CHDO Set Aside**

| $44,700.00 | $44,700.00 | $44,700.00 |

**Habitat for Humanity**

| $30,000.00 | $30,000.00 | $30,000.00 |

**Affordable Housing**

| $35,000.00 | $35,000.00 | $35,000.00 |

**Amount Available**

| $297,943.00 | $426,485.75 | $318,128.00 | $318,128.00 | $318,128.00 | $318,128.00 | $318,128.00 | $318,128.00 | $318,128.00 | $318,128.00 |

**Difference**

| $122,542.75 |
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **June 5, 2019**

**Agenda Item:**
Consider and take action to award a construction contract to the lowest responsible bidder in the amount of $54,310.30 utilizing HOME Investment Partnership funds for the construction of a single family home to be constructed at 1129 North Sunset Drive, Harlingen, Texas.

**Prepared By (Print Name):** Tammy Jackson  
**Title:** Community Development Director

**Signature:**

**Brief Summary:**
The Community Development Department provides affordable housing opportunities through the construction of affordable housing utilizing HOME Investment Partnership funds.

The brick two bedroom, two bath home containing approximately 970 square feet of living area will be constructed on a city owned vacant lot. Once constructed, the home will be purchased by an elderly/disabled couple that has been approved to participate in the program and has secured primary financing through a local lender.

A Notice to Bidders was published in the Valley Morning Star and posted on our web site to receive bids for the cost to build a 2 bedroom, 2 bath home. The notice was sent via email to over 100 companies on our bid list (in addition to the publications and postings), 10 companies either picked up or requested a bid packets be emailed, of which 2 companies responded to the call for bids.

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

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

**Staff Recommendation:**
Award bid to the lowest responsible bidder, Rell Transport in the amount of $54,310.30.

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

**Comments:**

City Attorney’s approval: [ ] Yes [ ] No [ ] N/A
COMMUNITY DEVELOPMENT DEPARTMENT  
502 E. TYLER, HARLINGEN, TX 78550  
AFFORDABLE HOUSING PROGRAM  
BID OPENING - MAY 21, 2019 @ 2:00 PM

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<th>Rell Transport</th>
<th>RG Enterprises DBA</th>
<th>G&amp;G Construction</th>
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<td>$71,900.00</td>
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<td>970 sf home</td>
<td>$</td>
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View of the property
Floor Plan

KITCHEN

DINING

BATH

BEDROOM NO. 1

BATH 1

BEDROOM NO. 2

LIVING AREA

PORCH

ARC PADD

ARC PAD
**AGENDA ITEM**
**EXECUTIVE SUMMARY**

**Meeting Date:** June 5, 2019

**Agenda Item:**
Consideration and possible action to approve the renewal of the facility usage agreement with South Texas Little League for use of the Pendleton Park Fields, (1, 2, 3, 4, 5, and 6) and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks & Recreation)

**Prepared By:** Javier Mendez  
**Title:** Director of Parks and Recreation  
**Signature:**

**Summary:**
Previously this league was American Little League but changed names 2 years ago. Leadership has changed but the league has operated at Pendleton Park on Grimes Road for 30 plus years through the Little League organization.

All required documents from the League pursuant to the contract are current and on file with the City. This includes those items listed in Paragraph “X.”

The Parks and Recreation Advisory Board recommended approval on April 23, 2019.

**Staff Recommendation:**
Staff and the Parks and Recreation Advisory Board recommend approval of the changes to the contract for the 2019 season.

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

**Comments:**

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

*form revised 04/29/09*
FACILITY USAGE AGREEMENT FOR
South Texas Little League

I. WITNESS this Facility Usage Agreement hereby entered into this 7th day of June, 2019, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and SOUTH TEXAS LITTLE LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon fields 1, 2, 3, 4, 5, and 6 at Pendleton Park all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Start June 1, 2019, ending May 31, 2020.

III. The consideration to be paid CITY for this Usage Agreement is One ($1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

IV. By virtue of this Agreement, the LEAGUE is to have use of said facility for the term subject to the following terms and conditions:

A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the
Parks and Recreation Director.

D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.

E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
   1. Alcoholic beverages in all Municipal Parks are prohibited.
   2. Sale of any items in glass containers is prohibited.

F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—when applicable.

G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
   1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. The LEAGUE shall drag and mark fields. Exceptions to the provisions in this paragraph “1.” shall be for the LEAGUE sponsored
regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.

3. The LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.

4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.

5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.

6. The LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.

7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

L. Lights used during practice must be turned off no later than 11:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day’s league activities (players, cheerleaders, etc) shall be charged no fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

VI. A. Any additions and alterations of the facility, including the placement of portable or temporary buildings, shelters or bathrooms, desired by the LEAGUE shall be first submitted to the CITY COMMISSION for its approval or rejection. In the event such alterations/additions are approved and made, the same shall be at the full expense of the LEAGUE and shall become the property of CITY upon the termination of this Agreement.

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY’S Elective Commission, which may be withheld at its sole discretion.
B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY’S expense, if the CITY shall see fit to do so.
C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official’s presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance,
naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in any way connected with work done, improvements made, or activities conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including the LEAGUE. It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage. The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY.

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of the
LEAGUE, with the fax and address for all purposes herein stated below:

1110 E. Pierce, Harlingen, Texas 78550

Unless the LEAGUE shall have completely removed or cured said default, this Agreement shall automatically cease and come to an end, without the necessity of further notice from the CITY as if that were the day originally fixed for the expiration of the term thereof or any renewals or extensions hereof and CITY'S agents or attorney shall have the power without further notice and demand to re-enter and remove all persons and their property therefrom without prejudice to any remedies for breach of covenant. Upon such breach by the LEAGUE, CITY shall be under no obligation to refund any prepaid fees paid under the term of this Agreement and CITY, upon breach by the LEAGUE, shall have no obligation to release such property to mitigate damage to LEAGUE due to its breach of contract.

IX. CITY shall maintain all fire and extended coverage insurance on said facility. In the event any portion or all of said facility shall be destroyed or damaged by the elements or other act of God or fire not resulting from gross negligence or willful misconduct of the LEAGUE, said destruction from said cause shall render the facility unfit for use by the LEAGUE during the term of this Agreement, the Agreement shall automatically terminate.

X. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings.

XI. This Agreement shall not be assignable without the express written consent of CITY. The parties both agree that Cameron County, Texas shall be the proper place to maintain any litigation between;
the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

XII. This Agreement shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

WITNESS OUR HAND THIS _____ DAY OF ____________, 2019.

CITY OF HARLINGEN
BY: __________________________
    Dan Serna, CPM, City Manager

ATTEST:
BY: __________________________
    Amanda Elizondo, City Secretary

Harlingen American Little League
BY: __________________________
    LEAGUE REPRESENTATIVE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17887

INSURED
Little League Baseball Risk Purchasing Group, Incorporated
SOUTH TEXAS LL
2009 Elmwood Dr.
Harpinger, TX 78550

CONTACT NAME: David Irwin
PHONE: (570) 473-2150
FAX: (570) 473-2151
E-MAIL ADDRESS: Dimin@Keystoneringsgrp.com

INSURER(A) AFFORDING COVERAGE
Lexington Insurance Company
NAIC #: 19437

INSURER B: AIG Specialty Insurance Company
NAIC #: 26883

INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>HIER LN</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED/BUR</th>
<th>POLICY NUMBER</th>
<th>PAYMENT</th>
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<td>A 1</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>01225826</td>
<td>01/01/2019 01/01/2020</td>
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AUTO MOBILE LIABILITY
- ANY AUTO OWNER
- AUTOS ONLY: SCHEDULED AUTOS, NON-SCHEDULED AUTOS, NON-OWNED AUTOS

UMBRELLA LIABILITY
- OCCUR
- CLAIMS-MADE

WORKERS COMPENSATION
- PER STATUTE
- E.L. EACH ACCIDENT
- E.L. DISEASE - E.A. EMPLOYEE
- E.L. DISEASE - POLICY LIMIT

DED RETENTION:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required:

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER
City of Harlingen
118 E Tyler
Harpinger, TX 78550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **June 5, 2019**

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<td>Consideration and possible action to approve the renewal of the facility usage agreement with Harlingen Texas Bronco Baseball League for the use of the Bronco, Mustang and Pony Fields at Victor Park and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks &amp; Recreation)</td>
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<tr>
<th>Prepared By:</th>
<th>Javier Mendez</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Director of Parks and Recreation</td>
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<td>Signature:</td>
<td>[Signature]</td>
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<td>The League has used the City facilities located at Victor Park for many years.</td>
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*form revised 04/29/09*
STATE OF TEXAS

COUNTY OF CAMERON

CITY OF HARLINGEN

FACILITY USAGE AGREEMENT FOR
HARLINGEN TEXAS BRONCO/PONY LEAGUE

I. WITNESS this Facility Usage Agreement hereby entered into this 7th day of June, 2019, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN TEXAS BRONCO/PONY LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Bronco, Mustang and Pony Fields at Victor Park, all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Start June 1, 2019, ending May 31, 2020.

III. The consideration to be paid CITY for this Usage Agreement is One ($1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

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LEAGUE, with the fax and address for all purposes herein stated below:

P.O. Box 533591, Harlingen, Texas 78553

Unless the LEAGUE shall have completely removed or cured said default, this Agreement shall automatically cease and come to an end, without the necessity of further notice from the CITY as if that were the day originally fixed for the expiration of the term thereof or any renewals or extensions hereof and CITY'S agents or attorney shall have the power without further notice and demand to re-enter and remove all persons and their property therefrom without prejudice to any remedies for breach of covenant. Upon such breach by the LEAGUE, CITY shall be under no obligation to refund any prepaid fees paid under the term of this Agreement and CITY, upon breach by the LEAGUE, shall have no obligation to release such property to mitigate damage to LEAGUE due to its breach of contract.

IX. CITY shall maintain all fire and extended coverage insurance on said facility. In the event any portion or all of said facility shall be destroyed or damaged by the elements or other act of God or fire not resulting from gross negligence or willful misconduct of the LEAGUE, said destruction from said cause shall render the facility unfit for use by the LEAGUE during the term of this Agreement, the Agreement shall automatically terminate.

X. LEAGUE shall annually furnish to City:
   1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
   2. A copy of its Certificate of Incorporation; and
   3. A copy of its by-laws; and
   4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
   5. A copy of its annual audited financial statement at the end of the play season; and
   6. A copy of its current IRS Form 990; and
   7. Minutes of all board meetings.

XI. This Agreement shall not be assignable without the express written consent of CITY. The parties both agree that Cameron County, Texas shall be the proper place to maintain any litigation between
the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

XII. This Agreement shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

WITNESS OUR HAND THIS _____ DAY OF ________, 2019.

CITY OF HARLINGEN
BY: ______________________________
    Dan Serna, CPM, City Manager

ATTEST:
BY: ______________________________
    Amanda Elizondo, City Secretary

HARLINGEN TEXAS BRONCO/PONY LEAGUE
BY: ______________________________
    LEAGUE REPRESENTATIVE
### Certificate of Liability Insurance

**Date:** 04/16/2019  
**Producer:** Caregini Insurance Services, Inc.  
**Address:** 1315 Walnut St Suite 1101  
**City:** Philadelphia  
**State:** PA  
**ZIP:** 19107  
**Phone:** 408-614-8165  
**Fax:** 408-614-8169  
**Insurance Company:** Lexington Insurance Company  
**Account #:** 10457

**Certificate Number:** 786543

**Coverages:**

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**Automobile Liability**

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**Certificate Holder:**

City of Harlingen  
118 E. Tyler  
Harington  
TX 78550

**Canceller:**

[Signature]

**Company:** Harlingen, Texas Bronco  
**Address:** 2010 W Avea St  
**City:** Harlingen  
**State:** TX  
**ZIP:** 78550

---

The Certificate holder is intended as an additional insured, but only with respect to the liability arising out of the negligence of the named insured.

All policy terms and conditions apply.

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The ACORD name and logo are registered marks of ACORD.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: June 5, 2019

Agenda Item:
Consideration and possible action to approve the renewal of the facility usage agreement with Harlingen National Bronco for the use of the ball fields at the Tom Wilson Youth Sports Park, and the Concession Stand effective June 7, 2019 through May 31, 2020 and authorize the City Manager to execute the agreement. Attachment (Parks & Recreation)

Prepared By: Javier Mendez
Title: Director of Parks and Recreation
Signature: [Signature]

Summary:
The League has used the City’s fields at the Tom Wilson Sports Complex on Wilson Road for a number of years through the Pony League Baseball organization.

All required documents from the League pursuant to the contract are current and on file with the City. This includes those items listed in Paragraph “X.”

The Parks and Recreation Advisory Board recommended approval on April 23, 2019.

Staff Recommendation:
Staff and the Parks and Recreation Advisory Board recommend approval of the changes to the contract for the 2019 season.

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<th>City Manager’s approval:</th>
<th>☐ Yes ☐ No ☐ N/A</th>
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City Attorney’s approval: ☐ Yes ☐ No ☐ N/A
5/28/19
STATE OF TEXAS ****
COUNTY OF CAMERON ****
CITY OF HARLINGEN ****

FACILITY USAGE AGREEMENT FOR
HARLINGEN NATIONAL BRONCO LEAGUE

I. WITNESS this Facility Usage Agreement hereby entered into this 7th day of June, 2019, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN NATIONAL BRONCO LEAGUE, hereinafter designated as LEAGUE.

The CITY hereby grants usage to LEAGUE for play thereon fields Bronco A & B, Mustang A & B, and Shetland A, B, C, & D at the Tom Wilson Sports Complex, all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Start June 1, 2019, ending May 31, 2020.

III. The consideration to be paid CITY for this Usage Agreement is One ($1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

IV. By virtue of this Agreement, LEAGUE is to have use of said facility for the term subject to the following terms and conditions:

A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.

B. The basic use of said facility by LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled LEAGUE activities without prior consent of the Parks
and Recreation Director.

D. The LEAGUE will not use the facility for any unlawful purposes. LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.

E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
   1. Alcoholic beverages in all Municipal Parks are prohibited.
   2. Sale of any items in glass containers is prohibited.

F. LEAGUE shall discourage unsafe practices. LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.

G. It is further covenanted and agreed that no concession on said facility will be granted by LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. Prior to the execution of this Agreement, CITY and LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. LEAGUE shall bear all costs incidental to operation of said LEAGUE hereunder except as noted below:
   1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. LEAGUE shall drag and mark fields. Exceptions to the provisions in this paragraph "1." shall be for LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and
Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.

3. LEAGUE shall maintain, at LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and LEAGUE shall own and maintain, at its expense, any public address system used.

4. LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.

5. LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.

6. LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.

7. In the event of storms, hurricanes, high winds, or any other act of God, LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

L. Lights used during practice must be turned off no later than 11:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day’s league activities (players, cheerleaders, etc) shall be charged no fee;

2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

V. No later than five (5) working days prior to the Start Date of the Agreement, LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

VI. A. Any additions and alterations of the facility, including the placement of portable or temporary buildings, shelters or bathrooms, desired by LEAGUE shall be first submitted to the CITY COMMISSION for its approval or rejection. In the event such alterations/additions are approved and made, the same shall be at the full expense of LEAGUE and shall become the property of CITY upon the termination of this Agreement.
   A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY’S Elective Commission, which may be withheld at its sole discretion.
   B. Nothing herein shall prevent CITY from making improvements to a facility at CITY’S expense, if CITY shall see fit to do so.
   C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official’s presence is required.

VII. A. LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily
injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

B. As a part of the consideration for the execution of this Agreement, LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by LEAGUE to CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in any way connected with work done, improvements made, or activities conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including LEAGUE. It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage. LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by LEAGUE to CITY.

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of LEAGUE, with the fax and address for all purposes herein stated below:
2105 West Ann Arbor, Harlingen, Texas 78550

Unless LEAGUE shall have completely removed or cured said default, this Agreement shall automatically cease and come to an end, without the necessity of further notice from the CITY as if that were the day originally fixed for the expiration of the term thereof or any renewals or extensions hereof and CITY'S agents or attorney shall have the power without further notice and demand to re-enter and remove all persons and their property therefrom without prejudice to any remedies for breach of covenant. Upon such breach by LEAGUE, CITY shall be under no obligation to refund any prepaid fees paid under the term of this Agreement and CITY, upon breach by LEAGUE, shall have no obligation to release such property to mitigate damage to LEAGUE due to its breach of contract.

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   6. A copy of its current IRS Form 990; and
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assigns of the parties hereto.

WITNESS OUR HAND THIS _____ DAY OF __________, 2019.

CITY OF HARLINGEN
BY: ____________________________
    Dan Serna, City Manager

ATTEST:
BY: ____________________________
    Amanda Elizondo, City Secretary

Harlingen National Bronco League
BY: ____________________________
    LEAGUE REPRESENTATIVE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE Certificate HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is AN ADDED INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gagliardi Insurance Services, Inc
1315 Walnut St, Suite 1101
Philadelphia PA 19107

CONTACT
NAME: 
PHONE: 408-414-8100
EMAIL: sales@sportsinsurance.com
FAX: 408-414-8199

INSURED
HARLINGEN NATIONAL BRONCO BASEBALL/SOFTBALL LEAGUE
21772 FM 800
SAN BENITO TX 78586

INSURER A: Lexington Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES
CERTIFICATE NUMBER:
19437

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER
City of Harlingen
502 E. Tyler P.O.Box 2207
Harlingen TX 78550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

APPROVED
3/9/19

[Signature]