CITY COMMISSION
AGENDA
October 16, 2018
@ 5:30 P.M.
CITY HALL, TOWN HALL
118 E. Tyler Street
Harlingen, Texas

Notice is hereby given that the above governmental body will hold a Regular Meeting on Tuesday, October 16, 2018 5:30 P.M. in City Hall, Town Hall Meeting Room, 2nd Floor, and 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) 216-5003 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 Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

Invocation/Commissioner Richard Uribe

Pledge of Allegiance/Welcome

1) Presentation by Salvador Carmona, Jr. USMC Ret., Chairman of the Harlingen’s Veteran Advisory Board regarding the Wreaths Across America Program. Attachment (City Manager)

2) Approval of Minutes

a) Special Joint Meeting City Commission Meeting & Development Corporation of Harlingen, Inc. – September 28, 2018

CONSENT AGENDA

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 Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

3a) Consideration and possible action to approve a request from the St. Anthony Catholic Church Administration to close 10th Street and Harrison Avenue, 10th Street and Van Buren Avenue and Van Buren Avenue and 11th Street surrounding the Church property from 10:00 a.m. to 11:00 p.m., Saturday and Sunday, November 3rd and 4th, 2018 for their Annual Fall Festival. Attachment (Police Dept.)

b) Consideration and possible action to approve a request from Limitless Church of God Assembly to close 11th Street from Jefferson Avenue to Madison Avenue and the alleyway entering on 11th Street, Wednesday, October 31, 2018 from 3:00 p.m. to 11:00 p.m. for their Annual Halloween Block Party. Attachment (Police Dept.)
c) Consideration and possible action to approve a request from the Temple of the Lord Ministries to close the 200 Block of La Paloma Avenue from 2:00 p.m. to 8:00 p.m. on Sunday, October 28, 2018 for their "Community Fall Festival." Attachment (Police Dept.)

d) Consideration and possible action to approve a request from the Rotary Shrimp Fest of South Texas, Inc. to close Jackson Avenue from 1st Street to Commerce Street and "A" Street from Jackson Avenue to Monroe Avenue for their 25th Anniversary of the Rotary Shrimp Fest of Harlingen, Saturday, February 16, 2019 from 12:00 p.m. to 10:00 p.m. Attachment (Police Dept.)

e) Consideration and possible action to approve a request from the Convention and Visitors Bureau (CVB) requesting to close Fair Park Boulevard in front of Casa de Amistad on Saturday, November 3, 2018 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival. Attachment (Police Dept.)

f) Consideration and possible action to approve a Lease Agreement with the Harlingen Area Chamber of Commerce for lease space for the Harlingen Convention and Visitors Bureau and authorize the City Manager to sign the lease agreement. Attachment (Gabriel Gonzalez, Asst. City Manager)

g) Consideration and possible action to approve a "Food for Fines" Drive at the Harlingen Public Library. Attachment (Library)

4) Consideration and possible action to accept or deny the donation of 21-6 foot park benches from the Sunburst Rotary Club of Harlingen, a non-profit organization. Attachment (Parks & Recreation)

5) Consideration and possible action to approve the proposed branding for the Convention Center Logo. Attachment (Carlos Sanchez, Asst. City Manager)

6) Consideration and possible action to renew the UT Health Science Center Contract "Tu Salud Si Cuenta" Program to enhance the City's Health Promotion Program by promoting healthy lifestyles and health changing lifestyle courses and authorize the Mayor to sign the contract. Attachment (Health)

7) Consideration and possible action to approve the Fire Protection Service Contract between the City of Harlingen and the City of Combes, Texas to provide fire protection services for a cost of $95,430.26 payable in quarterly installments of $23,857.56 and authorize the Mayor to sign the contract. Attachment (Fire Dept.)

8) Consideration and possible action to approve an ordinance on first reading to annex and to establish the initial zoning to Residential, Single Family ("R-1") District for 8.95 acres out of Block 35, Petersburg Syndicate Subdivision, located on the east side of Park Lane East, north of Spur 54. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Daniel Dominguez. Attachment (Planning & Zoning)

9) Consideration and possible action to approve a lease purchase agreement with Yamaha for 65 golf carts to be used at the Tony Butler Golf Course and authorize the City Manager to sign the agreement. Attachment (Parks & Recreation)
10) Consideration and possible action to approve an ordinance on first reading amending Chapter 28, “Licenses, Permits, and Miscellaneous Regulations” by adding Article XI, Dockless Vehicle permits and to amend Chapter 18 of Master Fee Ordinance to reflect fee changes. Attachment (Parks & Recreation)

11) Consideration and possible action to approve or deny a request from Nancy Fly (Grassroots Headquarters for Beto O’Rourke) to close certain sections of roadways / streets near 201 N. First Street from 3:00 p.m. to 11:00 p.m. on Friday, October 26, 2018 for a Community Gathering. Attachment (Police Dept.)

12) Consideration and possible action to award RFQ 2018-09 Professional Engineering Services for the 9th & 13th Drainage Improvement Project Phase I to a qualified firm and authorize the City Manager to enter into a Professional Services Contract with such firm. Attachment (Engineering)

13) Consideration and possible action to approve a resolution in support of the Tennessee Lofts Housing Partners, LP Application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the proposed development of the Tennessee Lofts affordable rental housing. Attachment (City Manager)

14) Consideration and possible action to approve a resolution in support of the Lozano Housing Partners, LP Application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the proposed development of the Lozano Lofts affordable rental housing. Attachment (City Manager)

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

a) Airport Board (0)
b) Animal Shelter Advisory Committee (1)
c) Audit Committee (Terms expire annually in June) (4)
d) Civil Service Commission
e) Community Development Advisory Board (2)
f) Construction Board of Adjustments (5)
g) Convention & Visitors Bureau (3)
h) Development Corporation of Harlingen, Inc.
i) Downtown Improvement District Board
j) Golf Course Advisory Board (0)
k) Harlingen Community Improvement Board
l) Harlingen Housing Authority Board
m) Harlingen Finance Corporation
n) Harlingen Proud Advisory Board (5)
o) Library Advisory Board
p) Mayor Wellness Council
q) Museum Advisory Board (1)
r) Parks Advisory Board
s) Planning & Zoning Advisory Board (1)
t) Senior Citizens Advisory Board (5)
u) Tax Increment Finance Board (7)
v) Utility Board of Trustees
w) Veterans Advisory Board (3)
x) Zoning Board of Adjustments (6)

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.

16) Executive/Closed Session on the following items:

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

b) Personnel - deliberation pursuant to Texas Gov't Code, Section, 551.074, to deliberate the appointment, employment, evaluation, reassignment, or duties of the City Auditor. (Mayor)

c) Personnel - deliberation pursuant to Texas Gov't Code, Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, or duties of the City Attorney. (Mayor)

17) Consideration and possible action as discussed in executive session regarding Item (b).

18) Consideration and appropriate action to update and reconfirm the legal services agreement between the City of Harlingen, Texas and the Law Firm of Denton, Navarro, Rocha, Bernal & Zech, P.C. as the City's General Counsel. Attachment (City Manager)

19) 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 October 8th, 2018 at 4:55 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 8th day of October, 2018

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

**Meeting Date:** October 16, 2018  
**Agenda Item:** Presentation by Sal Carmona, Harlingen Police Officer and member of the Veterans Advisory Board, on the Wreaths Across America program.

| Prepared By (Print Name): | Gabriel Gonzalez  
| Title: | Assistant City Manager  
| Signature: | [Signature] |

**Brief Summary:**  
Sal Carmona, Harlingen Police Officer and a member of the Veterans Advisory Board, will be on hand to make a presentation on the Wreaths Across America. This is scheduled for December 15, 2018 here at Pendleton Park and will have wreaths placed at the gravesites of veterans across various cemeteries in the valley including Harlingen.

### 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 ☐
Salvador Carmona, Jr.
1018 Fair Park Blvd.
Harlingen, TX 78550
956.202.2722
scarmona@harlingenpolice.com

October 2, 2018

Dan Serna
City Manager
City of Harlingen
118 E. Tyler
Harlingen, TX 78550

Dear Dan Serna:

I am writing as your Chairman of Harlingen’s Veteran’s Advisory Board. I understand that Ms. Lenore Combs has talked with you about the Wreaths Across America program. The VAB has been working on this event and we are excited that the program is moving ahead nicely. If you believe the Commission would benefit from a presentation about the program I would be happy to do that at the next City Commissioner’s meeting or at any other time you feel would be appropriate. I would cover a short history of the program and the progress thus far. I would like to also brief them on the program’s goals and the objectives yet to be reached. This program’s success will require a lot of volunteers and getting the word out. Therefore, getting this brief message to the Commissioners and then to their constituents will contribute greatly to the success of this program.

I would welcome the opportunity to further discuss this program with you, if you have any questions about the program. I can be reached by phone at 956.202.2722 or email scarmona@harlingenpolice.com.

Sincerely

Salvador Carmona, Jr. USMC Ret.
JOINT SPECIAL MEETING OF THE HARLINGEN CITY COMMISSION

& DEVELOPMENT CORPORATION OF HARLINGEN, INC.

September 28, 2018

A Joint Special Meeting of the Harlingen City Commission and Development Corporation of Harlingen, Inc., was held on September 28, 2018 at 12:00 p.m., City Hall, Town Hall Meeting Room, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

Mayor and Commissioners

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

Development Corporation of Harlingen, Inc.

Michael Lamon, President
Mickey Boland, Vice President
Dr. Gilbert Leal, Treasurer
Eric Ziehe, Member

ABSENT
Eliseo Gonzales, Treasurer

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

EDC Staff

Raul Garza, CEO and Manager of the Development Corporation of Harlingen

1) Call meeting to order (Harlingen City Commission)

Mayor Chris Boswell called the meeting to order and stated the agenda was duly posted according to State law.

2) Call meeting to order (Development Corporation of Harlingen, Inc.)

President Michael Lamon called the meeting to order and stated the agenda was duly posted according to state law.

3) (Harlingen City Commission and Development Corporation of Harlingen, Inc.) Executive/Closed Session pursuant to Tex. Gov't Code Sec. 552.071(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with his Chapter, Tex. Gov't Code Sec. 551.072 regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect
on the position of the City of Harlingen and the Development Corporation of Harlingen, Inc. in negotiations with a third person; and Tex. Gov't Code Sec. 551.087(1) to discuss or deliberate regarding commercial or financial information that the City of Harlingen and the Development Corporation of Harlingen, Inc. has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the City and the Development Corporation of Harlingen, Inc. and with which the City and/or the Development Corporation of Harlingen, Inc. is conducting economic development negotiations related to:

a) The operation of the University Articulation and Career Center at Texas State Technical College;

b) Project Hay (City Manager & Development Corporation of Harlingen, Inc. Manager and CEO)

At 12:11 p.m., Mayor Boswell announced the City Commission and the Development Corporation of Harlingen, Inc. would convene into executive session to discuss Item No. 3 (a) & (b).

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Leal to convene into executive session to discuss Item No. 3 (a) & (b). Motion carried unanimously.

Motion was made by Mr. Boland and seconded by Dr. Leal to convene into executive session to discuss Item No. 3 (a) & (b). Motion carried unanimously.

At 1:35 p.m., Mayor Boswell announced the City Commission and the Development Corporation of Harlingen, Inc. had completed its executive session and declared the meeting open to the public.

4) (Development Corporation of Harlingen, Inc.) Consideration and possible action to authorize the Development Corporation of Harlingen, Inc. Manager and CEO to proceed as discussed in executive session on matters related to the University Articulation and Career Center at Texas State Technical College.

Motion was made by Mr. Boland and seconded by Dr. Leal to authorize the Development Corporation of Harlingen, Inc. Manager and CEO to proceed as discussed in executive session on matters related to the University Articulation and Career Center at Texas State Technical College. Motion carried unanimously.

5) (Harlingen City Commission) Consideration and possible action to authorize the City Manager to proceed as discussed in executive session on matters related to the University Articulation and Career Center at Texas State Technical College.

Motion was made by Commissioner De La Rosa and seconded by Commissioner Leal to authorize the City Manager to proceed as discussed in executive session on matters related to the University Articulation and Career Center at Texas State Technical College. Motion carried unanimously.

6) (Development Corporation of Harlingen, Inc.) Consideration and possible action to approve the Performance Agreement between the Development Corporation of Harlingen, Inc., the City of Harlingen, Jose J. Gonzalez, Salomon Garcia, Bales Mold Service, Inc., and Texas PPS Investments, LLC., and to authorize the President to
execute such agreement. (Development Corporation of Harlingen, Inc., Manager and CEO)

Motion was made by Mr. Ziehe and seconded by Mr. Boland to approve the Performance Agreement between the Development Corporation of Harlingen, Inc., the City of Harlingen, Jose J. Gonzalez, Salomon Garcia, Bales Mold Service, Inc., and Texas PPS Investments, LLC., and to authorize the President to execute such agreement. Motion carried unanimously.

7) (Harlingen City Commission) Consideration and possible action to approve the Performance Agreement between the Development Corporation of Harlingen, Inc., the City of Harlingen, Jose J. Gonzalez, Salomon Garcia, Bales Mold Service, Inc., and Texas PPS Investments, LLC., and to authorize the City Manager to execute such agreement. (City Manager)

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner De La Rosa to approve the Performance Agreement between the Development Corporation of Harlingen, Inc., the City of Harlingen, Jose J. Gonzalez, Salomon Garcia, Bales Mold Service, Inc., and Texas PPS Investments, LLC., and to authorize the President to execute such agreement. Motion carried unanimously.

8) Adjourn (Harlingen City Commission)

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

9) Adjourn (Development Corporation of Harlingen, Inc.)

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

CITY OF HARLINGEN

________________________________________
Chris Boswell, Mayor

ATTEST:

________________________________________
Amanda C. Elizondo
City Secretary

Development Corporation of Harlingen, Inc.

________________________________________
Michael Lamon, President
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 17, 2018

Agenda Item:
Consider and take action to approve a request from the St. Anthony Catholic Church Administration to close certain sections of roadways / streets surrounding the Church property from 10:00 a.m. to 11:00 p.m. on Saturday and Sunday, November 3 and 4, 2018 for their Annual Fall Festival.

Prepared By (Print Name): Jeffry A. Adickes
Title: Chief of Police
Signature: 

Brief Summary:
Reverend Lawrence J. Klein with St. Anthony Catholic Church is requesting to close and block off 10th Street and Harrison Avenue, 10th Street and Van Buren Avenue and Van Buren Avenue and 11th Street on Saturday and Sunday, November 3 and 4, 2018 from 10:00 a.m. to 11:00 p.m. for their Annual Fall Festival. The closure is required to provide a safe haven for all individuals attending the festival during the two day event. There are sufficient alternate routes that will allow vehicular traffic to flow with minimal impact.

The Asst. Fire Chief has reviewed this request and provided his approval.

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

Finance Director’s approval:  Yes  No  N/A

Staff Recommendation:
Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval:  X  Yes  No  N/A

City Manager’s approval:  Yes  No  N/A

Comments:

City Attorney’s approval:  Yes  No  N/A
TO: Chief of Police  
FROM: Officer Hector Villegas # 4211  
RE: St. Anthony Catholic Church Fall Festival  
REQUESTOR: Monica Weaver, 956-428-6111  
EVENT NAME: 2018 Fall Festival  
DATE: Saturday, November 3, 2018 and Sunday, November 4, 2018  
TIME: Saturday 10:00 AM to 11: PM, Sunday 12:00 PM to 10:00 PM  
LOCATION: 209 S. 10th St., Harlingen, TX  
DESCRIPTION: 2018 Fall Festival will be held on location of St. Anthony's Catholic Church. This event will be hosting between 5,000 to 10,000 citizens in both days. Contact was made with Monica Weaver who stated that the event will hold 3 carnival small rides, different tents of food and games. The event will also be holding a live band during both nights. The reason for the street closure is for the safety of the citizens attending. The street closure is asking to block off 10th and Harrison, 10th and Van Buren and Van Buren and 11th St.  
COMMENTS/NOTES: Contact has been made with the surrounding neighbors and all have been invited. If approved, barricades should be dropped off on Friday, November 2, 2018 at 8:00 AM due to rides being dropped off by noon. A copy of the request letter and map will be included with this IDC.  
RECOMMENDATION: Approval/Disapproval

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<td>Officer Hector Villegas # 4211</td>
<td>September 19, 2018</td>
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<td>SERGEANT / SUPERVISOR</td>
<td>St. John # 3878</td>
<td>9/19/18</td>
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<td>COMMANDER / MANAGER</td>
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<td>CHIEF OF POLICE</td>
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September 14, 2018

Attn: Chief of Police
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

Dear Chief of Police:

Our annual Fall Festival will be held on Saturday November 3rd and Sunday November 4th, 2017 from 10:00 am to 11:00 pm. St. Anthony Church is requesting the closure of Harrison and 10th & 11th Van Buren (Property Line) and 11th Street.

We would also like to request an HPD officer to patrol from 12:00 am to 7:00 am Sunday morning.

We thank you in advance for your attention to this request.

If you have any questions please feel free to call Monica Weaver or Sandy Landrum @ 956-428-6111.

Please note: Map Attached

Sincerely in Christ,

Rev. J. Klein

Rev. Lawrence J. Klein
Pastor
From: Alvarez, Eduardo
Sent: Wednesday, September 26, 2018 10:43 AM
To: Pena, Frances
Subject: RE: STREET CLOSURE REQUEST - ST. ANTHONY CATHOLIC CHURCH

Good Morning,

Fire Department has no issues with these closures.

Thanks,
E. Alvarez

From: Pena, Frances
Sent: Wednesday, September 19, 2018 4:10 PM
To: Alvarez, Eduardo; Rubio, Roy; Henderson, Donna
Subject: STREET CLOSURE REQUEST - ST. ANTHONY CATHOLIC CHURCH

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item in the upcoming City Commission meeting; therefore, I will be needing your reply by no later than Wednesday, September 26, 2018.

Thank you for your prompt attention to this matter.

Frances Peña, Executive Admin. Assistant
Office of the Chief of Police Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5408 fax
email: francespea2@harlingenpolice.com

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Good Morning Amanda:

Attached is the street closure request for their ANNUAL FALL FESTIVAL along with the Executive Summary for inclusion in the October 17, 2018 City Commission meeting.

Thank you!

Frances Peña, Executive Admin. Assistant
Office of the Chief of Police Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5408 fax
email: Francespena2@harlingenpolice.com

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**AGENDA ITEM**

**EXECUTIVE SUMMARY**

**Meeting Date:** October 17, 2018

**Agenda Item:**

Consider and take action to approve a request from Limitless Church of God Assembly to close 11th Street from Jefferson Avenue to Madison Avenue and the alleyway entering on 11th Street from 3:00 p.m. to 11:00 p.m. on Wednesday, October 31, 2018 for their Annual Halloween Block Party.

**Prepared By (Print Name):** Jeffry A. Adickes  
**Title:** Chief of Police  
**Signature:**

**Brief Summary:**

Limitless Church of God Assembly, located at 1021 E. Madison Avenue, is requesting the closure of 11th Street from Jefferson Avenue to Madison Avenue and the alleyway entering onto 11th Street from 3:00 p.m. to 11:00 p.m. on Wednesday, October 31, 2018 for their Annual Halloween Block Party. The street closure will help to ensure the safety of the visitors attending this event. The street closures will help to ensure the safety of the visitors attending this event.

The Assistant Fire Chief has reviewed this request and provided his approval.

**Funding (if applicable):**

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

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

Finance Director’s approval:  
* Yes  
* No  
* N/A

**Staff Recommendation:**

Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval:  
* X Yes  
* No  
* N/A

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

**Comments:**

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

*form revised 01/26/09*
TO: Chief of Police

FROM: Officer Hector Villegas # 4211

DATE: September 24, 2018

RE: Limitless Church of God Assembly

REQUESTOR: Cheryl Knight, Event Coordinator, 956 456 2916

EVENT NAME: Block Party

DATE: October 31, 2018

TIME: 3:00 PM to 11:00 PM

LOCATION: 1021 E Madison Ave., Harlingen, TX 78550

DESCRIPTION: On Wednesday, October 31, 2018 Limitless Church of God Assembly will be hosting an Annual Halloween Block Party.

The Annual event will be centered in the Parking lot of 1021 E Madison Ave. Upon a drive through of the neighborhood, it is the recommendation that the following streets have barricades to close the streets down.

- 11th St from Jefferson Ave to Madison Ave
- Alley Way entering on 11th St

The Block Party Event will be expecting 300 Citizens to show up to the event and will have extracurricular activities for children that will include Bouncy Houses and Slides.

COMMENTS/NOTES: It is our recommendation that barricades should be dropped off on Thursday, October 30, 2018 before the close of business for the applicant to place them on the day of the event.

A copy of the Street Closure Letter and a Map will be included with this IDC.

RECOMMENDATION: Approve / Disapprove

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<td>Officer Hector Villegas # 4211</td>
<td>March 12, 2018</td>
<td>September 24, 2018</td>
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<td>SERGEANT / SUPERVISOR</td>
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<td>CHIEF OF POLICE</td>
<td>March 12, 2018</td>
<td>September 24, 2018</td>
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</tbody>
</table>
-----Original Message-----
From: Cheryl Knight [mailto:ak55knights@yahoo.com]
Sent: Wednesday, September 19, 2018 10:45 PM
To: Elizondo, Amanda C.
Subject: Street Closure 10/31/2018

Limitless Church of God Assembly
1021 E. Madison Avenue
Harlingen, Texas 78550
956-456-2916

Dear Board,
We are asking for the street closure of 11th street, from Jefferson Ave South to Madison Ave. We will be hosting a Block Party for our community on October 31st, 2018 from 4pm-10pm. The event will be centered in our parking lot property but would like to have 11th St blocked off for safety purposes and we will have bouncers. We ask for your approval on this so as to provide safety for all whom may be attending.

Thank you for your time and consideration.
Cheryl Knight
Events Coordinator
956-456-2916
From: Alvarez, Eduardo  
Sent: Tuesday, September 25, 2018 5:04 PM  
To: Pena, Frances  
Subject: RE: STREET CLOSURE REQUEST - LIMITLESS CHURCH OF GOD ASSEMBLY

HFD has no issues with these closures.

Thanks,
E. Alvarez

From: Pena, Frances  
Sent: Tuesday, September 25, 2018 5:01 PM  
To: Alvarez, Eduardo; Rubio, Roy; Henderson, Donna  
Subject: STREET CLOSURE REQUEST - LIMITLESS CHURCH OF GOD ASSEMBLY

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item in the upcoming City Commission meeting; therefore, I will be needing your reply by no later than Wednesday, September 26, 2018.

Thank you!
Frances Peña, Executive Admin, Assistant  
Office of the Chief of Police Jeffry A. Adickes  
HARLINGEN POLICE DEPT.  
1018 Fair Park Blvd., Harlingen, TX 78550  
(956) 216-5403 office / (956) 216-5408 fax  
email: francespera2@harlingenpolice.com

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

**Meeting Date:** October 17, 2018

**Agenda Item:**
Consider and take action to approve a request from the Temple of the Lord Ministries to close the 200 block of La Paloma Avenue from 2:00 p.m. to 8:00 p.m. on Sunday, October 28, 2018 for their “Community Fall Festival.”

**Prepared By (Print Name):** Jeffry A. Adickes  
**Title:** Chief of Police  
**Signature:**

**Brief Summary:**
Joey Medrano, Jr., Pastor for the Temple of the Lord Ministries is requesting the closure of the 200 block of La Paloma Avenue from 2:00 p.m. to 8:00 p.m. on Sunday, October 28, 2018 for their Community Fall Festival. The street closure will help to ensure the safety of the visitors attending this event.

The Asst. Fire Chief has reviewed this request and provided his approval.

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

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

**Staff Recommendation:**
Staff recommends approval.

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

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

**Comments:**

City Attorney’s approval:  
[ ] Yes [ ] No [ ] N/A
TO: Chief of Police

FROM: Officer Hector Villegas # 4211

RE: Temple of the Lord Ministries Fall Festival

REQUESTOR: Pastor Joey Medrano Jr., 956-536-0824
EVENT NAME: Community Fall Festival
DATE: October 28, 2018
TIME: 2:00 PM to 8:00 PM
LOCATION: 200 Block of La Paloma Ave, Harlingen, TX 78550
DESCRIPTION: The 2018 Community Fall Festival is a yearly event held by the Temple of the Lord Ministry Church. The event has held approximately 200 to 250 Citizens in the past events due to the multiple games, music and food. Pastor Medrano stated that he would like to close down approximately 300 Feet of La Paloma Ave (as seen on the map provided) from the stop sign to the first house on the 200 Block of La Paloma Ave.

COMMENTS/NOTES: Pastor Medrano conducted a knock and talk with the residence in the area to advise them of the event and will be inviting them to the event. Pastor Medrano has signatures stating that they are aware of the event and have no complaints. Pastor Medrano will make contact with the residents about the event as the date gets closer. I will be including this list with a copy of the map.

RECOMMENDATION: Approve / Disapprove

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<td>[Signature]</td>
<td>September 18, 2018</td>
</tr>
<tr>
<td>Sergeant / Supervisor</td>
<td>[Signature]</td>
<td>8/18/18</td>
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<td>Commander / Manager</td>
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<tr>
<td>Chief of Police</td>
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From: joe_333 [mailto:joey.medrano@gmail.com]
Sent: Wednesday, September 12, 2018 9:13 AM
To: Palafox, Jaime
Subject: Permission for street closure

Sgt. Jaime Palafox,

Hello, I am Pastor Joey Medrano Jr., from Temple of the Lord Ministries is located at 3202 N 77 Sunshine Strip
Harlingen, TX 78550

I am emailing you to see if we could ask for permission from the City Of Harlingen for a street closure on Oct 28th, 2018 from the hours of 3 pm to 7 pm, as we are planning to have our Community Fall Festival this year again. The street closure will help with the safety of the community that will be attending. We are expected to have 200 to 250 people attending.

Attached is google map screen shot of the area we are requesting to close off. The red lines indicate the area in front of our church property were we would like to close off.

Let me know if there's anything else we need to do or send to you.

Thank you and God Bless
Joey Medrano Jr - Pastor
(956) 536-0824
Hello Neighbors,

On October 28, 2018, our Church Temple of the Lord Ministries, will be holding our Annual Fall Festival in front of our church (on La Paloma Ave.) between the hours of 5pm – 7pm, but a portion of the La Paloma Ave. will be closed from 3 pm – 7pm. We are excited to invite our community and for you to be our guests. We are asking for your signature so that you understand that we are asking permission from the City of Harlingen to close off a portion of La Paloma Ave. Knowing this you the temporary entry and exit will be through Granada St.

And thank you and we look forward to seeing you on October 28, 2018.

Hola vecinos,

El 28 de octubre de 2018, nuestro Church Temple of the Lord Ministries celebrará nuestro Festival Anual de Otoño en frente de nuestra iglesia (en La Paloma Ave.) entre las 5pm y las 7pm, pero una porción de la Avenida La Paloma. estará cerrado desde las 3 p.m. hasta las 7 p.m.

Nos complace invitar a nuestra comunidad y a que sean nuestros invitados. Le pedimos su firma para que comprenda que estamos solicitando permiso de la Ciudad de Harlingen para cerrar una parte de la Avenida La Paloma. Sabiendo esto, la entrada y salida temporal será a través de Granada St.

Y gracias y esperamos verte el 28 de octubre de 2018.

Pastor – Joey Medrano 956-536-0824
1921 - Did not want to hear me out.

1902 - Did not want to sign but said he was aware.
Harlingen Fire Dept. has no issues with this closure.

E. Alvarez

---

From: Pena, Frances
Sent: Wednesday, September 19, 2018 9:38 AM
To: Alvarez, Eduardo; Rubio, Roy; Henderson, Donna
Subject: FW: STREET CLOSURE REQUEST - TEMPLE OF THE LORD MINISTRY

ATTACHMENT NOW ATTACHED...

From: Pena, Frances
Sent: Wednesday, September 19, 2018 9:37 AM
To: Alvarez, Eduardo; Rubio, Roy; Henderson, Donna
Subject: STREET CLOSURE REQUEST - TEMPLE OF THE LORD MINISTRY

Good Morning Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item in the upcoming City Commission meeting; therefore, I will be needing your reply by no later than Wednesday, September 26, 2018.

Thank you for your prompt attention to this matter.

Frances Peña, Executive Admin. Assistant
Office of the Chief of Police Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5408 fax
email: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:
Consider and take action to approve a request from the Rotary Shrimp Fest of South Texas, Inc. for street closures for their 25th Anniversary of the Rotary Shrimp Fest of Harlingen on Saturday, February 16, 2019 from 12:00 p.m. to 10:00 p.m.

Prepared By (Print Name): Jeffry A. Adickes
Title: Chief of Police
Signature: 

Brief Summary:
Remi Gibbs, Vice President for the Rotary Shrimp Fest of South Texas, Inc. is requesting to close the following streets for their 25th Anniversary of the Rotary Shrimp Fest on Saturday, February 16, 2019 from 12:00 p.m. to 10:00 p.m.:
* Jackson Avenue from 1st Street to Commerce Street; and,
* “A” Street from Jackson Avenue to Monroe Avenue.

These street closures will ensure the safety of the participants and visitors attending this event.

The Assistant Harlingen Fire Chief has reviewed the request and provided approval.

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

Staff Recommendation:
Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval: X Yes No N/A

City Manager’s approval: Yes No N/A

Comments:

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

form revised 01/26/09
TO: Chief of Police

FROM: Alicia Garcia #3118

DATE: October 2, 2018

RE: Street Closure Request – 2019 25th Anniversary of the Rotary Shrimp Fest of Harlingen

The North Harlingen and Sunburst Rotary Clubs will be hosting the “2019-25th Annual Anniversary of the Rotary Shrimp Fest of Harlingen.” Remi Gibbs is requesting a street closure for this event that will be held on West Jackson Street & scheduled between the hours of 12:00 P.M. - 12:00 A.M. on Saturday 02/16/19.

There will be food vendors, various other vendors, live band, VIP tent, silent auction, a bar, port-a-potties, tables, chairs, and roughly an 80x60 tent. All stationed along Jackson/1st, and Jackson/A streets to Monroe. The following streets are requested to be closed throughout the duration of the event:

- Jackson Avenue between Commerce Avenue and 1st Street
- "A" Street (Jackson Avenue- alleyway to alleyway) to Monroe

This street closure is to ensure the safety of the attending public. This temporary closure should not affect traffic flow in the general area. All necessary permits and insurance policies for the type of event will be obtained.

If approved, barricades are to be delivered by the City of Harlingen Street Department prior to 4:00 P.M on Friday February 15, 2019 a copy of the map is attached.

Recommnd approved

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<td>ALICIA GARCIA #3118</td>
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July 28, 2018

Harlingen Downtown Committee
Harlingen Police Department
City of Harlingen – City Commission

RE: Shrimp Fest 2019 Relocating to Jackson Avenue

2019 will be the 25th anniversary of the Rotary Shrimp Fest of Harlingen. It is one of the largest annual fundraisers for The Harlingen, North Harlingen and Sunburst Rotary Clubs and helps to support our efforts in the community. Historically, this event has taken place at Casa De Amistad and has had an attendance of roughly 1500 people. We would like to move this event to Downtown Harlingen so we have an opportunity to grow and turn it into a City festival with food vendors and live music. This event would be open to the public and a good time for all that attend.

Event Logistics:

Proposed Date: Saturday, February 16, 2019

Proposed Times:
Set-up: 12pm – 6pm
Event: 6pm – 10pm
Tear-Down: 10pm – 12am

Street Closures:
Jackson Avenue from 1st to Commerce
“A” Street from Jackson to Monroe
Lozano Park

What to Expect:

We expect to have roughly 20 food vendors sampling signature shrimp dishes, a variety of other vendors, a live band, a VIP tent serving traditional boiled shrimp plates, a silent auction and a bar. We will bring in port-a-potties, tables/ chairs, and roughly an 80x60 tent. Food vendors will also likely bring in tents. Shrimp samplings and alcohol will be purchased via tickets, e.g. 5 for $25 (pre-sale), 5 for $30 (at the door), 1 for $7. We anticipate 1500 – 2000 people to attend. We will have all necessary permits and insurance policies for this type of event.

Thank you for your consideration of this event. If you have any questions, please contact me at 702.353.5986 or gibbs.remil@gmail.com

Remi Gibbs
Vice President 2018/2019
Rotary Shrimp Fest of South Texas Inc.
(702)353-5986
25th Anniversary Rotary Shrimp Fest of Harlingen
Sponsored by the
North Harlingen and Sunburst Rotary Clubs

Street Closure: Saturday, February 16, 2019
12:00 PM – 12:00 AM
Harlingen Fire Department has no issues with these closures.

Thanks,
E. Alvarez
Asst. Fire Chief

Good Morning Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item in the upcoming City Commission meeting.

Thank you for your assistance in this matter.

Frances Peña, Executive Admin. Assistant
Office of the Chief of Police Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5408 fax
e-mail: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 16, 2018**

**Agenda Item:**
Consider and take action to approve a request from the Convention and Visitors Bureau (CVB) requesting to close Fair Park Boulevard in front of Casa de Amistad on Saturday, November 3, 2018 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival.

**Prepared By (Print Name):** Jeffrey A. Adickes
**Title:** Chief of Police

**Signature:**

**Brief Summary:**
Cassandra Consiglio, Director of the Convention and Visitors Bureau (CVB) is requesting to close Fair Park Boulevard, in front of Casa de Amistad on Saturday, November 3, 2018 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival. The street closure will help to ensure the safety of the visitors attending this event.

The Assistant Fire Chief has reviewed this request and provided his approval.

**Funding (if applicable):**

Are funds specifically designated in the current budget for the full amount [ ] Yes [ ] No*

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

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

**Staff Recommendation:**

Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval:

[ ] Yes [ ] No [ ] N/A

**City Manager’s approval:**

[ ] Yes [ ] No [ ] N/A

**Comments:**

**City Attorney’s approval:**

[ ] Yes [ ] No [ ] N/A
TO: Chief of Police

FROM: Sergio Ruiz #4110

RE: Street Closure Request

Requestor: Cassandra Consiglio
Date: Saturday, November 03, 2018
Time: 5:00-10:00pm
Location: Lon C. Hill Park

Description: Annual Fall Festival celebrated at Lon C. Hill Park going to have live music, food, pumpkin patch and fun for the whole family.

Comments: Closed down Fair Park Blvd. in front of Casa de Amistad for the safety of the public in attendance.

Recommendation: I am recommending for the street closure to be granted and barricades be provided by the Street Department on the day specified by the request. A copy of the request and map will turned in with the IDC.

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HARLINGEN
Fall Festival
~ SATURDAY, NOVEMBER 3rd ~
FREE ENTRY • 5PM TO 10PM
LON C. HILL PARK 1217 FAIR PARK BLVD. HARLINGEN, TX
LIVE MUSIC • CARNIVAL • FOOD TRUCKS
Gladys Porter Zoo • Sea Turtle, Inc. • Face Painting
Beer Garden • Pumpkin Patch • Business Vendors

MUSIC LINEUP

{ GEORGE STRAIT TRIBUTE BAND • }
MATT & THE HERDSMEN
SUPER TREE
We would also like to formally submit a street closure for Nov. 3-Harlingen Fall Festival... for street in front of casa de Amistad and in front of boys and girls club!

Cassandra Cuellar Consiglio
Convention and Visitors Bureau Director
856.873.0391 or 856.622.5053
From: Pena, Frances
Sent: Friday, October 05, 2018 3:20 PM
To: Elizondo, Amanda C.; Davila, Denise
Subject: FW: STREET CLOSURE REQUEST - ANNUAL FALL FESTIVAL

From: Alvarez, Eduardo
Sent: Friday, October 5, 2018 3:12 PM
To: Pena, Frances
Subject: RE: STREET CLOSURE REQUEST - ANNUAL FALL FESTIVAL

HFD has n issues with these closures.

Thanks,
E. Alvarez

From: Pena, Frances
Sent: Friday, October 05, 2018 2:12 PM
To: Alvarez, Eduardo; Rubio, Roy; Henderson, Donna
Subject: STREET CLOSURE REQUEST - ANNUAL FALL FESTIVAL

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation as soon as possible because City Secretary is waiting for paperwork so that she can include as an agenda item in the upcoming City Commission meeting scheduled for October 16, 2018.

Thank you!
Frances Peña, Executive Admin. Assistant
Office of the Chief of Police Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5408 fax
email: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

**Agenda Item:**
Consider and possible action to approved a Lease Agreement with the Harlingen Area Chamber of Commerce for lease space for the Harlingen Convention and Visitors Bureau.

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

**Brief Summary:**
The Lease Agreement between the Harlingen Area Chamber of Commerce and the Harlingen Convention and Visitors Bureau has expired. The Agreement expired on September 30, 2018. This Agreement would be for a one year term, commencing on October 1, 2018 and ending on September 30, 2019. The Agreement has two one year options that renew automatically unless either party cancels 30 days prior to the renewal period. The lease rate remains at $42,000 per year. Staff recommends approval.

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

**Staff Recommendation:**
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
THIS LEASE AGREEMENT is made between the Harlingen Area Chamber of Commerce, hereafter called "HACC", whose address for purposes of notice under this lease is 311 E. Tyler, Harlingen, TX 78550, and the Harlingen Convention & Visitors Bureau, hereafter called "HCVB", whose address for purposes of notice under this lease is 118 E. Tyler, Harlingen, TX 78550.

The parties agree as follows:

1. AGREEMENT TO LEASE:

DESCRIPTION OF THE PROPERTY. The HACC leases to the HCVB, and the HCVB rents from the HACC, the following described commercial space:

A portion of the Harlingen Area Chamber of Commerce building located at 311 E. Tyler, Harlingen, Texas 78550, more particularly described as: office space consisting of three fully furnished offices, a portion of the main lobby for use as a Visitors Center for distribution and placement of HCVB's advertising materials and promotional displays; and a climate-controlled storage facility. A diagram of the lease space described herein is attached as Exhibit A and made a part of this Lease Agreement.

ADDITIONS TO LEASE AGREEMENT:

In addition to the aforementioned lease space, this lease agreement also allows HCVB the use of the following:

a. Upon reservation and availability, use of the HACC board room, conference room and large exterior patio;

b. Staff, officials and guests of Lessee may park in HACC's parking lot at no additional charge.

c. Use of the HACC employee lounge, kitchen and restroom facilities are also included as part of this Lease Agreement;
d. Use of the HACC garage as temporary storage space for large shipments received by the HCVB.

e. Use of all equipment, including color and black and white printers, copiers and fax machines owned by the Chamber.

HACC also agrees to provide the following services to HCVB:

a. Receptionist services, consisting of answering all incoming telephone calls, and assisting walk-in visitors with tourism-related inquiries.

b. HACC Communications Center Coordinator services, consisting of assisting with replies to tourism-related inquiries and coordinating, collating, printing and mailing of large tourism-related material for special events and projects.

c. Use of phones, phone system and phone lines owned by HACC.

d. Use of the HACC's server. All HCVB computer files are currently stored on the HACC's server. Backups of HCVB files are made daily.

e. HACC will provide monthly postage and copier reports to HCVB and HCVB will be responsible for reimbursement to the HACC for HCVB-related color/black and white copies.

2. **TERM OF LEASE.** The term of the Lease is as follows:

   The term of this Lease shall be for a one-year period with two, one-year options. The one-year contract would commence on October 1, 2018, and end at midnight on September 30, 2019. The two, one-year options would commence on October 1, 2019 and end at midnight September 30, 2020, with the second option commencing on October 1, 2021 and ending at midnight on September 30, 2022. Both options would commence automatically unless either party cancels 30 days prior to the options commencing.

3. **RENTAL.**

   a. HCVB shall pay to the HACC as rent at the address set forth above, or at any other address that the HACC may designate, in writing, and deliver to the HCVB, the lease term rent of
$42,000 annually in lawful money of the United States of America.

b. The lease term rent shall be payable in monthly installments of $3,500 from October 1, 2018 through September 30, 2021. Rent shall be paid in advance on the first day of each calendar month during the term of this Lease and any renewal of it.

c. The lease term rent payment due from HCVB to HACC under the terms of this Lease, shall be paid promptly when due to HACC at the place HACC designates in writing.

4. HCVB COVENANTS. HCVB further covenants and agrees as follows:

a. To pay the rent when it comes due; to use the premises in a lawful manner for the express purpose of performing convention and visitors/tourism-related business for the City of Harlingen; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory and special air-conditional equipment installed by HCVB) shall become and remain the property of HACC on the termination of HCVB’s occupancy of the premises.

b. To prohibit and refrain from engaging in or allowing any use of leased premises that HCVB knows will increase HACC’s premiums for insurance on the building without the express written consent of the HACC.

c. In case of damage to the leased premises, caused by the HCVB, to replace it with the same kind, size and quality as quickly as possible at HCVB’s expense.

d. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining written consent of the HACC, which consent shall not be unreasonably withheld. If any alterations, additions or improvements in or to the premises are deemed necessary of the use by HCVB and occupancy of the premises, HCVB agrees that it will make all such alterations, additions and improvements in or to the premises at its own
expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. HCVB agrees that it will hold the HACC harmless against all expenses, liens, claims and damages to either property or person that may or might arise because any repairs, alternations, additions or improvements are made. To permit the HACC to enter, inspect and make such repairs to the leased property as the HACC may reasonably desire, at all reasonable times, and to permit the HACC to put on the leased premises a notice that HCVB may not remove stating that the premises are for rent one month preceding the expiration of this Lease.

5. HACC'S COVENANTS. HACC covenants and agrees as follows:

a. To warrant and defend HCVB in the quiet enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, HACC will have the right to render the premises tenantable by repairs within 30 days from the date of damage with reasonable additional time, if necessary, for HACC to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of HACC. If the premises are not rendered tenantable within that time, either party will have the right to terminate this Lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the Lease is not terminated, rent nevertheless shall be abated during the period of time from the date of physical occupancy by HCVB date of complete restoration, whichever occurs first.

c. To provide and pay for all utilities, janitorial service, lawn maintenance and garbage services.

d. To provide and pay for telephone services (excluding 800 toll free service) and high speed internet service.

e. To provide office furniture and file cabinets listed and any replacements which become necessary.

f. To maintain and repair the external roof, walls, windows, and entrances, the foundation of the building, the interior walls,
doors, entrances, carpets, flooring and cabinetry and all mechanical equipment providing heat, air conditioning, light, water and restroom services to the leased premises.

6. DEFAULT IN PAYMENTS OF RENT. If any rent required by the Lease is not paid when due, and after expiration of fifteen (15) days written notice to HCVB, the HACC will have the option to:
   a. Terminate this Lease and resume possession of the leased premises; or resume possession and re-rent the property for the remainder of the term for the account of HCVB.

7. DEFAULTS OTHER THAN RENT. If either the HACC or HCVB fails to perform or breaches any agreement on this Lease other than the agreement of HCVB to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to, and received by, the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement and the losing party in that litigation shall pay the prevailing party all expense of the litigation, including reasonable attorneys' fees; or (b) the HACC or HCVB may, after 30 days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

8. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute of law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the
knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges or options under this Lease, will be deemed to have been made unless made by Lessor in writing. No waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges or options under this Lease, will be deemed to have been made unless made by Lessor in writing. No surrender of the premises for the remainder of the term of this Lease will be valid unless accepted by Lessor in writing or is otherwise provided for in this Lease. Lessee will not assign or sublet this lease without Lessor's prior written consent, which shall not unreasonably be withheld. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement this Lease to be performed by Lessor or Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

9. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

10. TEXAS LAW. This Lease is performable in Cameron County, Texas and will be governed by the laws of the state of Texas, as to both interpretations and performance.

11. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

12. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
13. REPRESENTATIVES BOUND HEREBY.  The terms of this lease will be binding on the respective successors, representatives and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on the __________ day of __________, 2018.

Signed, sealed, and delivered in our presence as
WITNESSES:

Harlingen Area Chamber of Commerce
311 E. Tyler Avenue
Harlingen, TX 78550

Harlingen Convention & Visitors Bureau
311 E. Tyler Avenue
Harlingen, TX 78550

LESSEOR
BY: ________________________________
   Chris Gonzales, President & CEO

LESSEE
BY: ________________________________
   Dan Serna Yerena, City Manager

Sdrive/Harlingen CVB
# Agenda Item
## Executive Summary

**Meeting Date:** 10/16/18

### Agenda Item:
Consider and take action to approve a "Food for Fines" drive at the Library.

<table>
<thead>
<tr>
<th>Prepared By (Print Name):</th>
<th>Dauna Campbell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Library Director</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

### Brief Summary:
Patrons of Harlingen Public Library will have an opportunity to help the less fortunate and help themselves out of library fines with a "Food for Fines" drive from November 1st through November 18th. "Food for Fines" will allow library users to substitute one can of food for each dollar they owe in overdue fines with a maximum of ten dollars waived. All donations will be donated to Loaves and Fishes Food Pantry.

### Funding (if applicable):
- [ ] Yes
- [ ] No

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

### Staff Recommendation:
It is recommended that Commission approve the library's "Food for Fines".

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

### Comments:

### City Attorney's approval:
- [ ] Yes
- [ ] No
- [ ] N/A
**EXECUTIVE SUMMARY**

Meeting Date: **October 16, 2018**

**Agenda Item:**

Consider and take action to accept or deny the donation of 21-6 foot park benches from the Sunburst Rotary Club of Harlingen, a non-profit organization.

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

**Brief Summary:**

The Sunburst Rotary Club of Harlingen has offered to donate to the City, 21-6 foot perforated pvc coated benches. The intent is to install two in each All-inclusive playground, a few along the Harlingen Hometown Heroes Trail and an the Meg Jorn Trail. The coordination of the order and purchase was handled through Keep Harlingen Beautiful. The cost of the 21 benches was $8,169.00 and park staff will be responsible for the installation upon receiving them. The Rotary is a great partner.

**Funding (if applicable):**

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

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

Finance Director’s approval:  
Yes  
No  
N/A

**Staff Recommendation:**

Staff recommends the City Commission approve the acceptance of the 21 benches to be installed in various park sites

City Manager’s approval:  
Yes  
No  
N/A

**Comments:**

City Attorney’s approval:  
Yes  
No  
N/A
Date: September 13, 2018

Customer: Keep Harlingen Beautiful

Project: City of Harlingen - Pendleton Park

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL OR PART NUMBER</th>
<th>DESCRIPTION</th>
<th>U#/T#</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>MRPQ303QBLW</td>
<td>6' Bench with perforated pattern. In-ground frame. Color: Blue with black frame.</td>
<td>0</td>
<td>$ 389.00</td>
<td>$ 8,169.00</td>
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<td></td>
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<tr>
<td>1</td>
<td>FREIGHT</td>
<td>Free shipping with orders over $5000.</td>
<td></td>
<td></td>
<td>FREE</td>
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<tr>
<td>1</td>
<td>INSTALL</td>
<td>Installation of Equipment</td>
<td></td>
<td>Not Included</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**EQUIPMENT SUBTOTAL**

$ 8,169.00

**TOTAL EQUIPMENT DELIVERED**

$ 8,169.00

**PRE-TAX TOTAL OF ALL**

$ 8,169.00

SALES TAX (if applicable) 0.00% $ -

**GRAND TOTAL**

$ 8,169.00

- Pricing is for materials/delivery. Installation is not included unless priced above.
- If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer: Engineer Sealed Drawings – Local Building Permits – Payment/Performance Bonds – TDLR Registration/Review/Inspections. Each item, along with its fee/cost, will be listed separately.
- **Prices are valid for 30 days after which they are subject to change.** Any work not specifically mentioned in this proposal as being included shall be deemed excluded. The customer will be responsible for any taxes owed.
- If a 30-day Notice of Insurance Cancellation is required, there will be an additional charge of $75

Please issue all purchase orders and payments to
Terms: 50% down payment with signed quote.
Municipalities/School Districts purchase orders accepted as authorization.

Authorized by: x
Printed Name
Signature
Date
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:
Consideration and possible action to approve the proposed branding for the Convention Center Logo.

Prepared By (Print Name): Carlos A. Sanchez, P.E.
Title: Assistant City Manager – External Services
Signature: [Signature]

Brief Summary:
BC Lynd in collaboration with Convention and Visitors Bureau (CVB) staff continue to develop a branding and marketing plan for the Harlingen Convention Center. Brandon Raney, with BC Lynd, will present to the City Commission an update on on-going efforts and a proposed logo. The Harlingen Convention Center logo is meant to uniquely identify the facility.

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

Staff Recommendation:
Staff recommends approval.

City Manager’s approval: Yes No N/A

Comments:

City Attorney’s approval: Yes No N/A
AGENDA ITEM  
EXECUTIVE SUMMARY

Meeting Date:  

Agenda Item:  
Renewal of the UT Health Science Center Contract “Tu Salud Si Cuenta” program. The program enhances the City’s Health Promotion Program, by promoting healthy lifestyles and health changing lifestyle courses.

Prepared By:  Josh Ramirez, MPA, CPM  
Title: Environmental Health Director

Signature:  

Brief Summary:  
Since 2013 UT Health Science Center, “Tu Salud Si Cuenta” program has contracted with the City to promote healthy lifestyles to its citizens by hiring a Community Health Worker to provide Health and Wellness presentations, and activities. Yearly contract amount up to $60,000.00.

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:  
Staff is currently providing these services.

Finance Director’s approval:  

Staff Recommendation:  
Staff recommends approval of renewing the contract.

City Manager’s approval:  

Comments:  

City Attorney’s approval:  

form revised 01/26/09
SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1\textsuperscript{st} day of October 2018, by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Harlingen ("Contractor").

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. **Scope of Work:** Contractor will perform the scope of the work to the satisfaction of University as described below:

**Staff, Equipment, and Training**

- Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! program activities in their municipality which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW is replaced, contractor will ensure that the new community health worker, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a CWC CHW in order to protect the contractor and participant.

- Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, and a stadiometer. Specifications for these equipment items will be provided by the program.

- Contractor will ensure that the community health worker has space, including venues to host exercise classes, Group Lifestyle Balance classes, and The Happy Kitchen/La Cocina Alegre™ classes, in order to implement Tu Salud ¡Si Cuenta! program services.

- Contractor will work with the following partners with projects ongoing within their communities to ensure communication about all programming efforts on behalf of each partnering entity in an effort to avoid the duplication of efforts: UTHHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV School of Medicine Unimovil (mobile health clinic), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. Contractor will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.
Payment for fulfilling all requirements listed in “Staff, Equipment, and Training” is valued at $20,000. Contractor must demonstrate fulfillment of these services to receive payment.

Participation in Program Meetings

- Contractor municipal leadership representatives will participate in semiannual face-to-face meetings or seminars organized by the program. Contractor’s community health worker will participate in monthly face-to-face meetings and seminars organized by the program specifically.
- Contractor will ensure that representatives will participate in all planning meetings for the Tu Salud ¡Si Cuenta! program with UHealth representatives to modify the Tu Salud ¡Si Cuenta! program implementation plan for their municipality. Contractor will assist in producing a plan that will include current capacity, needed resources, timelines and plans for implementation. The need for meetings about implementation activities and modification to said activities to ensure successful attainment of all metrics is anticipated to continue past FY19.

Payment for fulfilling all requirements listed in “Participation in Program Meetings” is valued at $10,000. Contractor must demonstrate fulfillment of these services to receive payment.

Program Implementation

- Contractor will ensure that the community health worker is implementing program strategies according to the Tu Salud ¡Si Cuenta! work plan during the contract period.
- Contractor will implement all Tu Salud ¡Si Cuenta! components which include: exercise opportunities and classes (including group exercise classes, walking groups, and activity breaks), nutrition education opportunities, media, follow ups, and social support.
  - Contractor will ensure that at least 265 individuals with risk factors are enrolled in the Tu Salud ¡Si Cuenta! program between October 1, 2018 and September 30, 2019. Contractor will follow all Tu Salud ¡Si Cuenta! components with enrolled participants and document participant changes as prescribed by UHealth.
    - Contractor will accept referrals into the exercise and nutrition classes from partnering clinics in the region. Contractor will work with UHealth to ensure CHW is trained in accepting these referrals.
  - Contractor will secure at least 3 venues for group exercise offerings starting October 1, 2019 and maintain group exercise offerings at 3 venues until September 30, 2019.
  - Contractor will ensure that at least 12 free exercise classes per week are implemented by October 1, 2019; all 12 must maintain their availability until September 30, 2019. The free exercise classes must be those taught by or coordinated by the community health worker affiliated with this program. All physical activity classes should include nutritional information according to directions outlined by UHealth and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with UHealth to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by UTH.
- Contractor will work with UHealth representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 45% of Tu Salud ¡Si Cuenta! participants who
receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2019.

- Contractor will work with UTHecare representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 35% of Tu Salud ¡Si Cuenta! participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2019.

- Contractor will participate in UTHecare’s evaluation of municipal activities related to the Tu Salud ¡Si Cuenta! program. Evaluation activities include but are not limited to: implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow up outcomes.

- Contractor will implement one Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with UTH and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.

- Contractor will participate in planning for region wide options for implementation of Diabetes Prevention Classes using the Group Lifestyle Balance (GLB) curriculum.
  - Contractor should initiate 2 GLB class offerings with a certified GLB coach by January 2019.
  - The certified GLB coach is required to shadow at least 3 GLB classes prior to launching their own GLB program.
  - A minimum of 20 participants should be reached by offering the GLB program to 2-4 small groups. A 50% retention rate is required during delivery of the GLB program.
  - Contractor is responsible for recruiting and retaining participants.
  - All programs must be offered in a safe location at a time convenient to participants.
  - Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by UTH.
  - The contractor must agree and the CHW must participate in observations of the delivery of course content for monitoring purposes.
  - Data gathered through the program must be de-identified and shared with UTH for monitoring and reporting purposes at least quarterly.
  - Contractor will have to cover the cost of program materials such as pedometers, printing, and resource books. Typically, costs for course materials and supplies has averaged $4,000 per series. Some of these costs may be reimbursable from UTH depending on other grant funding.

- Contractor will participate in an established local community coalition; if one does not exist the site will create a local community coalition. At least four meetings should be conducted by September 30, 2019. The purpose of this is to help give contractor insight into additional strategies for creating a healthy community by involving community members to provide feedback and concerns. City and community actions or improvements related to items discussed during the meetings should be documented. This information along with a copy of the meeting sign-in sheet and agenda should be submitted to UTH within 5 business days after the meeting was held. The CHW will be expected to participate in the committee and contribute towards resolving issues identified in the coalition meetings.

- Contractor will actively promote and participate in The Challenge 2019 activities including the weigh in (January), midpoint weigh in (March) and weigh-out (April).

Payment for fulfilling all requirements listed in “Program Implementation” is valued at
$20,000. Contractor must demonstrate fulfillment of these services to receive payment.

Tracking Participant Data and Program Information

- Contractor will work with UTH ealth to ensure the Community Health Worker (CHW) is trained to use the My Own Med and PEAR S database systems.
- Contractor will ensure the data system containing their municipality’s participant data is accurate and entered on a weekly basis. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 285 new participants.
  - Information collected as part of this project should be maintained in accordance with the HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the Tu Salud ¡Si Cuental! program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.
- Contractor will ensure that the CHW enters all required data into the data system, including:
  - Information about participants enrolled in the Tu Salud ¡Si Cuental! program.
  - Information about participant’s insurance status and financial income.
  - Information on the participants who received follow up (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals)

Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.

- Contractor will document program activities and provide this documentation in a timely, organized format to be used by the program for reporting to HHSC by September 30, 2019.

Payment for fulfilling all requirements listed in “Tracking Participant Data and Program Information” is valued at $10,000. Contractor must demonstrate fulfillment of these services to receive payment.

Any expenses not listed in the Scope of Work above, but relating to the Tu Salud ¡Si Cuental! program, must be submitted in writing to the Tu Salud ¡Si Cuental! Program Manager.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. **Duration of Agreement:** This Agreement shall be effective 10/01/2018 and shall terminate on 9/30/2019.

3. **Compensation:** University shall compensate Contractor as tasks are completed to the satisfaction of University’s authorized representative (Dr. Belinda Reininger). All invoices are paid ‘Net 30 Days’ from receipt of invoice.

Payment for fulfilling all requirements listed in the scope of work is broken down as follows:

- **Staff, Equipment, and Training $20,000.**
- Participation in Program Meetings $10,000.
- Program Implementation $20,000.
- Tracking Participant Data and Program Information $10,000.

Contractor must demonstrate fulfillment of these services to receive payment.

The total value of this Agreement shall not exceed $60,000.

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.

7. Ownership and Use of Work Material:

7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "Work Material"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known, in the event Contractor has any rights in the Work Material which cannot be assigned. Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. **Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University’s accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. **Notices:** Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

   **To University:**
   The University of Texas
   Health Science Center at Houston
   P.O. Box 20036
   Houston, Texas 77225

   **To Contractor:**
   Harlingen Health Department
   502 E. Tyler Ave.
   Harlingen, Texas 78550

10. **Indemnification:** Contractor shall indemnify and hold harmless University, The University of Texas System, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that they may suffer as a result of the performance of this Agreement.

11. **Responsibility for Individuals Performing Work:** Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor.
Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

**DISPUTE RESOLUTION - Long Form (for Agreements over $25,000)**

13. Dispute Resolution: To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

(A) Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by
Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

(B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

(1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

14. **Termination:** University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

15. **Loss of Funding:** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the
necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

16. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“Force Majeure Occurrence”). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.

17. **Confidentiality:** All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor’s own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

18. **Limitation of Liability:** Except for University’s obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

19. **Representations and Warranties by Contractor:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
20. **Franchise Tax Certification:** If Contractor is a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

21. **Eligibility Certification:** Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

22. **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

23. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

24. **Access by Individuals with Disabilities.** Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.

25. **Work Laws:** Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). Contractor certifies that Contractor and Contractor’s employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.
26. **Export Controls:** Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:

(A) Contractor shall promptly notify University in the event that Contractor or any of Contractor’s employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.

(B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor’s access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

(C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.

(D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefore, reimburse University’s costs for obtaining a license or other authorization.

(E) In no event shall University be liable to Contractor or any of Contractor’s employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.

27. **Health Insurance Portability and Accountability Act:** Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.

28. **Integration:** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.
THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

CONTRACTOR:

By: __________________________
Signature

____________________________
Typed Name

____________________________
Title

____________________________
Date

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: __________________________
Signature (Authorized Purchasing Agent)

____________________________
Typed Name

____________________________
Title

____________________________
Date

PO Number
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:

Consider and take action to approve the Fire Protection Service Contract with the City of Combes, as authorized by signature of the Mayor of the City of Harlingen.

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

Brief Summary:

The rate for Fire Protection Services for the city of Combes is .10 cents per $100.00 valuation based on that City’s 2018 Certified Net Taxable Value. After review by their City Council, the City of Combes has signed the Fire Protection Service Contract in agreement with the stated provisions. Approval of this contract ensures that fire protection services will continue to this community for the agreed upon compensation of $95,430.26 for FY 18/19 payable in quarterly installments of $23,857.56 on the following dates: Dec. 31st 2018, Mar. 31st 2019, Jun 30th 2019 and Sept. 30th 2019.

Funding (if applicable):

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

Finance Director’s approval:
Yes No N/A

Staff Recommendation:

Recommend that the City of Harlingen approve the FY 2018/2019 Fire Protection Service Contract as agreed upon with the City of Combes.

City Manager’s approval:
Yes No N/A

Comments:

City Attorney’s approval:
Yes No N/A
THE STATE OF TEXAS

COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date hereinafter set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

I. CONTRACT

The parties to this contract are the city of Harlingen, Texas, a home-ruled municipal corporation located in Cameron County, Texas, and the City of Combes, a municipal corporation located in Cameron County, Texas. Both of said entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et. seq., Government Code) as amended or recodified. The City of Harlingen, Texas is hereinafter referred to as HARLINGEN, and the City of Combes, Texas is hereinafter referred to as COMBES.

II. PROVISIONS OF CONTRACT

During the terms of this agreement, The City of Harlingen through its Fire Department agrees to furnish fire-fighting services defined as the use of personnel and equipment to extinguish and suppress fires, to handle "hazardous material incidents" or "confined space rescue", and to conduct the initial investigations to determine the cause and origin of the fires or "hazardous material incidents," but not the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents or representatives of Combes or any resident or tenant of Combes who may be in need of fire fighting services which Harlingen undertakes to provide by this agreement.

III. COMPENSATION

The rate for fire fighting services is determined from the total appraised taxable value of all property within the City of Combes at the rate of .16 cents per $100.00 valuation. Combes agrees to pay Harlingen the sum of $95,430.26 for fiscal year 18/19 based on the current appraised taxable value, in quarterly installments of $23,857.56 on the following dates: December 31st, March 31st, June 30th, and September 30th for fire fighting services. Combes agrees to indemnify and hold harmless the City of Harlingen and all of its employees or officers pursuant to the provisions of Section 791.001, et. seq., Govt Code, throughout the term of this contract. Any failure of Combes to pay such sums billed by HARLINGEN or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at HARLINGEN'S option, and HARLINGEN may sue for any unpaid sums due under the contract in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Combes during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV. OBLIGATION TO RESPOND

Combes acknowledges that HARLINGEN is not obligated to respond to fire calls in the vicinity of but outside the city limits of Combes.

V. TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2018, and ending September 30, 2019.

8/22/2018
VI.
TERMINATION OF RENEWAL

Either party may terminate this contract sixty days after the other party is sent written notice from the party desiring termination by United States Mail, return receipt requested. If Combes does not intend to renew this agreement after the final year covered by this contract, Combes shall provide Harlingen written notice of its intent to terminate by United States Mail, return receipt requested, not later than the first of July 2019.

In the event Combes fails to notify Harlingen of its intention not to renew this contract, Harlingen may assume that Combes will renew this contract upon the same terms and conditions as presently agreed upon in this contract.

Should Combes intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2018. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Combes expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Combes time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Combes shall pay Harlingen at the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an act of god or any other occurrence whatsoever which is beyond the control of the parties hereto, then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Combes and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the 24th day of August, 2018.

CITY OF HARLINGEN, TEXAS

BY

Chris Buswell, Mayor

ATTEST:

CITY SECRETARY

TOWN OF COMBES, TEXAS

BY

Marco Sanchez, Mayor

ATTEST:

CITY SECRETARY

8/22/2018
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:
Consider and take action to adopt an Ordinance on First Reading to annex and to establish the initial zoning to Residential, Single Family ("R-1") District for 8.95 acres out of Block 35, Petersburg Syndicate Subdivision, located on the east side of Park Lane East, north of Spur 54. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Daniel Dominguez

Prepared By: Rodrigo Davila, CPM
Title: Planning and Development Director
Signature:

Project Timeline

- July 15, 2018 – Voluntary Annexation Request submitted to the City; application deemed complete (ATTACHMENT 1).
- August 15, 2018 – Consideration of a resolution by the City Commission directing staff to prepare a service plan for the annexation and to initiate proceedings.
- September 1, 2018 – In accordance with Statute and local law, notice of required public hearings (for the zoning and first public hearing for the annexation) published in the Valley Morning Star.
- September 12, 2018 – Public hearing was conducted by the Planning and Zoning Commission (P&Z). The P&Z Commission recommended approval to rezone the property to R-1 District upon annexation by 5 to 0 vote.
- September 19, 2018 – First Public Hearing was conducted by the City Commission.
- September 22, 2018 – In accordance with Statute and local law, notice of second public hearing published in the Valley Morning Star.
- October 3, 2018 – Second Public Hearing was conducted by the City Commission
- October 16, 2018 – Consideration of annexation by the City Commission via First Ordinance Reading.
- November 7, 2018 – Pending approval of 1st ordinance reading, consideration of annexation by the City Commission via Second Ordinance Reading.

Summary

- In accordance with the Texas Local Government Code and the City Code of Ordinances, three public hearings are required and have been conducted as related to the voluntary annexation request.
- Daniel Dominguez, the applicant and property owner has requested the voluntary annexation of 8.95 acres of land. All of the subject property is outside, but adjacent to, the current city limits
- The applicant is proposing to subdivide the subject property into a one lot residential subdivision under the name of Dominguez Subdivision. Part of the proposed subdivision (0.16 acres) is currently inside the city limits, and the east 8.95 acres is located outside the city limits and is landlocked. The Dominguez Subdivision will have frontage on Park
Lane East (ATTACHMENT II).

- The developer will be responsible for all infrastructure provisions, including street development, street lights, water and wastewater services, storm sewer, and other requirements as specified under the subdivision regulations.

- Water and wastewater disposal for this subdivision is being provided through HWWS.

- Concurrent with the annexation, the subject property will be zoned to Light Industry ("LI") District. The requested zoning is consistent with the Future Land Use Plan component of the City of Harlingen Comprehensive Plan One Vision One Harlingen (ATTACHMENT III-V).

- The Service Plan outlines the services to be provided within sixty (60 days after the effective date of annexation and the capital improvements that will begin construction within two and one-half (2-1/2) years of the effective date of the annexation (ATTACHMENT VI).

- The final step in the annexation process is the consideration by the City Commission of the two ordinance readings to officially annex and zone the subject property.

<table>
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<th>Funding (if applicable):</th>
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<tr>
<td>Are funds specifically designated in the current budget for the full amount</td>
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<td>for this purpose?</td>
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<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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<tr>
<th>Staff Recommendation:</th>
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<tr>
<td>Staff recommends approval of the annexation and to rezone the property to General Retail (GR) District upon the annexation of the property.</td>
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| City Manager’s approval: | Yes | No | N/A |

| Comments: |

| City Attorney’s approval: | Yes | No | N/A |
CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)
Project Address: ___________________________ Nearest Intersection: PARK LANE EAST W MAPLE LANE
(Proposed) Subdivision Name: DOMINIQUE SUBDIVISION Lot: 1 Block: 1
Existing Zoning Designation: UNDESIGNATED Future Land Use Plan Designation: SUBURBAN FAMILY

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent: ___________________________________________ Phone: 245-1651 __ FAX
Email Address (for project correspondence only): ________________________________
Mailing Address: 7501 LAKESHORE BLVD. City: HARLINGEN State: TX Zip: 78557
Property Owner: ___________________________________________ Phone: 956-356-5667 __ FAX
Email Address (for project correspondence only): ________________________________
Mailing Address: 7501 LAKESHORE BLVD. City: HARLINGEN State: TX Zip: 78557

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

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

Please provide a basic description of the proposed project:

2 lots being combined to 1 single family lot.

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

Applicant’s Signature: ___________________________ Date: 6/27/16

Property Owner(s) Signature: ___________________________ Date: 6/29/16

Accepted by: ___________________________ Date: 7/17/16

RECEIVED: JUN 9, 1999
RE-ZONING REQUEST
SUBMITTAL CHECKLIST

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

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

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

Owner: DANIEL DOMITZL
Owner Address: 28700 ELMOR RD, MARQUETTE, TX 75157
Phone/Fax: 936-5665
Signature: 

Property is being amended, current requests to change from
undeveloped to suitable family residential.
Request for voluntary annexation and establish the initial zoning to Residential, Single Family ("R-1") District for 8.95 acres out of Block 35, Petersburg Syndicate Subdivision, located on the east side of Park Lane East, north of Spur 54. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Daniel Dominguez.

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 06/21/18.
Future Land Use Map

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

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 ortho-photo 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 08/22/18.
See attached service plan.
ORDINANCE NO. 18-__

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN THROUGH ANNEXATION AND ESTABLISHING THE INITIAL ZONING TO R-1 DISTRICT CONSISTING OF 8.95 ACRES OUT OF BLOCK 35, PETERSBURG SYNDICATE SUBDIVISION, LOCATED ON THE EAST SIDE OF PARK LANE EAST NORTH OF SPUR 54; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, it is deemed to be in the best interest of the City of Harlingen, Texas to consider the annexation and zoning of certain land area hereinafter described; and

WHEREAS, said land area is adjacent to and abutting upon the present city limits of the City of Harlingen, and is within the exclusive extra-territorial jurisdiction of the City of Harlingen; and

WHEREAS, the Elective Commission has heretofore held two public hearings at a meeting of the Elective Commission at the City Commission Room at City Hall, 118 E. Tyler Avenue, Harlingen, Texas on September 19, 2018 and October 3, 2018 pursuant to the provisions of Chapter 43, Texas Local Government Code, as amended; and

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

WHEREAS, such public hearing was duly conducted at the time and public place indicated above,

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the corporate boundary limits of the City of Harlingen, Texas are hereby extended and
as shown on Exhibit “A” pursuant to the provisions of Chapter 43, Texas Local Government Code to include the areas described as:

A 8.95 acres out of Block 35, Petersburg Syndicate Subdivision, located on the east side of Park Lane east north of Spur 54.

All of which property is located in Cameron County, Texas and said property lying adjacent to and abutting upon the current boundaries of the City of Harlingen, Texas and within the exclusive extraterritorial jurisdiction of the City of Harlingen; and

That the territory hereinabove described from shall be zoned upon annexation to Residential, Single Family (“R-1”) and after the date hereof shall be subject to all the acts, ordinances, resolutions and regulations of the City of Harlingen, Texas and all ad valorem and other applicable taxes to the area.

A service plan prepared pursuant to Section 43.056 of Chapter 43, Texas Local Government Code providing for the extension of municipal services into the area hereby annexed is attached hereto as Exhibit “A”, and said service plan is hereby in all things approved and adopted. The area identified by the property description compromises a total of approximately 8.95 acres and is identified on the map attached to the service plan.

FINALLY ENACTED this ____ day of ______________, 2018 such date being the date of the second presentation of said Ordinance to the said Elective Commission. This Ordinance was finally enacted at a regular meeting of the Elective Commission of the City of Harlingen, Texas on November 7, 2018 at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551, as amended.

CITY OF HARLINGEN
Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary
Exhibit “A”

CITY OF HARLINGEN
TEXAS

SERVICE PLAN
FOR
PROPOSED ANNEXED AREA

DESCRIPTION OF TRACT:

A 8.95 acres out of Block 35, Petersburg Syndicate Subdivision, located on the east side of Park Lane East, north of Spur 54

PREPARED BY
CITY OF HARLINGEN PLANNING AND ZONING DEPARTMENT

DATE COMPLETED: September 13, 2018
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Services to be Provided within 2-1/2 years .......................... 5
INTRODUCTION

In accordance with Chapter 43, Section 43.056, Texas Local Government Code, "governing body of the City proposing the annexation shall direct its planning or other appropriate department to prepare a service plan that provides for extension of municipal services into each area to be annexed". It is for this reason that this plan has been prepared.

Texas Local Government Code Section 43.056(f), requires that a service plan may not: 1) require the creation of another political subdivision; 2) require a landowner in the area to fund the capital improvement necessary to provide municipal services in a manner inconsistent with Chapter 395 unless otherwise agreed to by the landowner; or 3) provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of the fire and police protection and emergency services provided within the corporate boundaries of the municipality before annexation.

The plan is divided into three sections that will illustrate the area proposed for annexation and explain the quality and quantity of services to be delivered to the proposed annexed area. The first section is a map of the area(s) to be annexed. The second and third sections consist of description of services that will be delivered within sixty (60) days after the effective date of annexation and the capital improvements that will begin construction within two and one-half (2 ½) years of the effective date of annexation.
Annexation Area Map

Annexation of 8.95 acres out of Block 35, Petersburg Syndicate Subdivision.

Boundary lines

- Proposed Annexation
- Harlingen City Limits

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 07/26/18.
Services to be Provided within 60 days of Annexation

Fire:
The Harlingen Fire Department will provide fire protection on effective date of annexation using present personnel and equipment. Additional facilities, fire apparatus, and personnel will be requested as population and geographic size warrants.

Police:
Patrolling and on-call police protection available on effective date of annexation using present personnel and equipment. Patrol positions will be added when population warrants.

Solid Waste Collection:
City garbage collection services will be provided to all residential and commercial customers within the annexed areas in accordance with adopted city ordinances.

Brush and Debris collections services will be made available to all residential and commercial customers in accordance with adopted city ordinances within the annexed area.

As per Texas Local Government Code 43.056, before the second anniversary of the date an area is included within the corporate boundaries of a municipality by annexation, the municipality may not prohibit the collection of solid waste in the area by a privately owned solid waste management service provider. After that time period, solid waste services provided by the City becomes mandatory.

Water and Wastewater:
Routine maintenance of water and wastewater facilities, if any, in the annexed area.

Water and wastewater facilities for domestic and commercial uses will be available at rates according to policies of the Harlingen Waterworks Department from existing lines not within the service area of another water or wastewater utility on the effective date of annexation.

Streets and Street Lighting:
There are no streets within the proposed annex area.

Operation and Maintenance of Parks, Playgrounds & Swimming Pools:
Access to all public parks, playgrounds, and swimming pools, on effective date of annexation.

Operation and Maintenance of Publicly Owned Facilities & Buildings:
Maintenance of any publicly owned facilities, buildings, or services will begin within 60 days of the effective date of annexation.
Capital Improvements to be Completed within 2 ½ Years of Annexation

Fire:
No capital improvement funds or equipment requested at this time. Additional facilities, fire apparatus, and personnel will be requested as population and geographic size warrants.

Police:
None at this time. Additional personnel and equipment will be requested as population and geographic size warrants.

Solid Waste Collection:
City garbage collection services will be provided to all residential and commercial customers within the annexed areas in accordance with adopted city ordinances.

Brush and Debris collection services will be provided to all residential and commercial customers in accordance with adopted city ordinances within the annexed area.

As per Texas Local Government Code 43.056, before the second anniversary of the date an area is included within the corporate boundaries of a municipality by annexation, the municipality may not prohibit the collection of solid waste in the area by a privately owned solid waste management service provider. After that time period, solid waste services provided by the City becomes mandatory.

Water and Wastewater:
New water and wastewater lines of the Harlingen Waterworks will be extended to areas not within the service area of another water or wastewater utility by developers as land becomes subdivided in accordance with City and Waterworks ordinances and policies. Landowners in the area are not required to fund water and wastewater capital improvements necessary to provide full municipal services that are inconsistent with Texas Local Government Code Chapter 395 unless otherwise agreed to by the landowner.

Streets and Street Lighting:
Complete Streets (i.e. curb and gutter, signage, striping, street lights, storm drainage, etc.) is to be installed and/or constructed by the developer according to city policies when land is subdivided.

Parks, Playgrounds & Swimming Pools:
None

Publicly Owned Facilities & Buildings:
None
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:
Consideration and possible action to approve a lease purchase agreement with Yamaha for 65 golf carts to be used at the Tony Butler Golf Course and authorize the City Manager to sign the agreement.

Prepared By (Print Name): Javier Mendez,
Title: Parks & Recreation Director
Signature: [Signature]

Brief Summary:
The Tony Butler Golf Course currently has a fleet of seventy-five (75) electric golf carts. The fleet consists of three sets of 25 units each with model years of 2014, 2015, and 2016. These carts are rented to patrons of the golf course. The set of 2016 golf carts are currently under a lease agreement which expires in December 31, 2018.
Yamaha Car Sales Company has submitted a BuyBoard Quote (Contract #529-17) for a lease purchase agreement of sixty five (65) 2019 Yamaha “QuieTech” gas Golf Cars for five (5) annual payments of $54,444.00. Yamaha’s proposal includes a net trade-in value of $82,500 for the existing 75 golf cart fleet.
Staff has reviewed the applicability and reliability of gas powered golf carts in a golf course and has determined that the fleet can be reduced from 75 units to 65. Gas powered golf carts are quite and require less downtime for preparation to be in circulation for rental availability. In comparison to electric powered golf carts, as an electric unit ages the downtime required to charge the batteries increases.

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

Staff Recommendation:
Staff recommends approval to enter into a lease purchase agreement with Yamaha for 65 golf carts to be use at the Tony Butler Golf Course and authorize the City Manager to sign the agreement. Approval authorizes existing 75 golf cart units to be traded-in.

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

Comments:

City Attorney’s approval: [ ] Yes [ ] No [ ] N/A
Yamaha Golf Car Proposal
Prepared for:

TONY BUTLER
GOLF COURSE

Presented By
Yamaha Sales Representative

John T Carney
District Sales Manager
Southern Texas
October 7, 2018
2019 Yamaha “QuieTech” Golf Car

A gas car that is ALMOST AS QUIET as an ELECTRIC car. The 2019 Yamaha “QUIETech” Gas Golf Car boasts the lowest decibel output of any gas car and features the industry’s first-ever Independent Rear Suspension on a golf car. The unprecedented combination ensures your players experience a luxuriously quiet ride. At 45 MPG and less hydrocarbon emissions than the competition, choosing QuieTech EFI is the most sound business decision you will make for your golf course.

**Standard “Gas Car” Features**

- 5.8 Gallon Fuel Tank
- Automotive Style Dash with 4 Drink Holders
- 5 MPH Crash Rated – Matching Bumpers
- Fully Independent Front & Rear Suspension
- Maintenance-Free Rack and Pinion Steering
- Perma-Lubed Sealed Ball Bearings
- Coil Springs Over Hydraulic Shock Absorbers
- Clima-Guard Top with Dual Rain Gutters
- Sentry Wraparound Protection
- Largest Most Comfortable Seat in the Industry
- Largest Vinyl-Coated Sweater Basket
- Thermoplastic Olefin Body
- Rear Drum Brakes
- Fuel Economy up to 31 miles per gallon

**Additional “EFI QuieTech” Features**

- Fully Independent Rear Suspension
- No Choke Cable
- 76% less pollutants than competitors
- Improved Fuel Economy up to 45 miles per gallon
- Improved Cold Weather Starting
- Improved Acceleration

**Accessories Included Per Car**

- Information Holders
- Clear Split Windshield
- On Board Tow System
- Dual Sand Bottles
- Fleet Numbers (2 per car)
- Wheel Covers
- USB Ports (2 per car)
- Club / Ball Washer
Standard Color Choices

Glacier White  ____________  Sunstone Beige

** All cars come with standard contoured stone color seats and tops **

Upgraded Color Choices

** SOLID COLORS **

** Emerald Green
** Garnet Red

** METALLIC COLORS **

** Moonstone Silver
** Sandstone Gold
** Carbon Grey
** Rich Brown
** Bluestone Blue

** Upgraded Colors add $3.00 per car / per month **
PROPOSAL
Prepared For
Tony Butler Golf Course
October 7, 2018

Payment Options for 65 Yamaha Gas Cars
Trade in 75 - 2014 Club Car Precedent Cars

Tony Butler Golf Course currently owns their fleet of 75 Club Car Electric Precedent Golf Cars. Yamaha Golf Car Company is willing to purchase these cars from Tony Butler Golf Course for the following amounts:

- 2014 Cars ~ $1,400.00 per car or a total value = $35,000.00
- 2015 Cars ~ $1,550.00 per car or a total value = $40,000.00
- 2016 Cars ~ $1,800.00 per car or a total value = $47,500.00
- Total Trade In Amount = $122,500.00
- Club Car Buy-Out Amount on 2016 Fleet of 25 Cars ($1600 per car) = 
  Total Amount After Buy-Out = $82,500.00

Yamaha Golf Car would write a check to Tony Butler Golf Course for the $40,000.00 to pay-off the balloon payment. Yamaha Golf Car would then take the remaining total trade value of $82,500.00 and use it towards lowering the total monthly lease cost of a new fleet of 65 - 2018 Yamaha Golf Cars. Prices per car listed above have the trade value included.

All 75 - Club Car Electric Precedent Golf Cars must be in proper golf course condition with working chargers for each car. Proper Golf Course condition means normal wear and tear (minor scratches – no major damage) and cars must run a minimum amount of time. If any car(s) are turned into Yamaha Golf Car Company with more damage than agreed upon, Yamaha Golf Car has the authority to invoice Tony Butler Golf Course for the cost to repair the car(s) or a revision to the total monthly payment must be revised.

---

Conditional Sale with Balloon Payment at End of Term

<table>
<thead>
<tr>
<th># of Cars</th>
<th>2019 Yamaha QuieTech</th>
<th>48 Month Lease</th>
<th>60 Month Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per Car / Per Month Payment</td>
<td>$42.50</td>
<td>$39.25</td>
</tr>
<tr>
<td></td>
<td>Total Monthly Payment</td>
<td>$2,762.50</td>
<td>$2,551.25</td>
</tr>
<tr>
<td></td>
<td>Total Yearly Payment</td>
<td>$33,150.00</td>
<td>$30,615.00</td>
</tr>
</tbody>
</table>

Balloon Payment

48 Month = $2,450.00 per car
60 Month = $2,250.00 per car

Conditional Sale with $1.00 Buy-Out at End of Term

<table>
<thead>
<tr>
<th># of Cars</th>
<th>2019 Yamaha QuieTech</th>
<th>48 Month Lease</th>
<th>60 Month Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per Car / Per Month Payment</td>
<td>$84.69</td>
<td>$69.80</td>
</tr>
<tr>
<td></td>
<td>Total Monthly Payment</td>
<td>$5,504.85</td>
<td>$4,537.00</td>
</tr>
<tr>
<td></td>
<td>Total Yearly Payment</td>
<td>$66,058.20</td>
<td>$54,444.00</td>
</tr>
</tbody>
</table>

Balloon Payment

$1.00 buy-out per car
On each of the quotes listed
At the end of each term limit

The above pricing is in conjunction with Buy Board:
Vendor #3095, Contract # 529-17
PROPOSAL
Prepared For
Tony Butler Golf Course
October 7, 2018

Payment Options for 50 Yamaha Gas Cars
Trade in 75 – 2014 Club Car Precedent Cars

Tony Butler Golf Course currently owns their fleet of 75 Club Car Electric Precedent Golf Cars. Yamaha Golf Car Company is willing to purchase these cars from Tony Butler Golf Course for the following amounts:

- 2014 Cars - $1,400.00 per car or a total value = $35,000.00
- 2015 Cars - $1,600.00 per car or a total value = $40,000.00
- 2016 Cars - $1,900.00 per car or a total value = $47,500.00
- Total Trade In Amount = $122,500.00
- Club Car Buy-Out Amount on 2016 Fleet of 25 Cars ($1600 per car) =
  Total Amount After Buy-Out = $82,500.00

Yamaha Golf Car would write a check to Tony Butler Golf Course for the $40,000.00 to pay-off the balloon payment. Yamaha Golf Car would then take the remaining total trade value of $82,500.00 and use it towards lowering the total monthly lease cost of a new fleet of 65 – 2018 Yamaha Golf Cars. Prices per car listed above have the trade value included.

All 75 – Club Car Electric Precedent Golf Cars must be in proper golf course condition with working chargers for each car. Proper Golf Course condition means normal wear and tear (minor scratches – no major damage) and cars must run a minimum amount of time. If any car(s) are turned into Yamaha Golf Car Company with more damage than agreed upon, Yamaha Golf Car has the authority to invoice Tony Butler Golf Course for the cost to repair the car(s) or a revision to the total monthly payment must be revised.

Conditional Sale with $1.00 Buy Out at End of Term

<table>
<thead>
<tr>
<th># of Cars</th>
<th>2019 Yamaha QuiETech</th>
<th>60 Month Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>Per Car / Per Month Payment</td>
<td>$62.62</td>
</tr>
<tr>
<td></td>
<td>Total Monthly Payment</td>
<td>$3,131.00</td>
</tr>
<tr>
<td></td>
<td>Total Yearly Payment</td>
<td>$37,572.00</td>
</tr>
</tbody>
</table>

Balloon Payment

$1.00 buy-out per car
On each of the quotes listed
At the end of each term limit

The above pricing is in conjunction with Buy Board:
Vendor #3095, Contract # 529-17
PROPOSAL
Prepared For
Tony Butler Golf Course
October 7, 2018

Payment Options for 65 Yamaha Gas Cars
Trade in 75 – 2014 Club Car Precedent Cars

Tony Butler Golf Course currently owns their fleet of 75 Club Car Electric Precedent Golf Cars. Yamaha Golf Car Company is willing to purchase these cars from Tony Butler Golf Course for the following amounts:

- 2014 Cars: $1,400.00 per car or a total value of $35,000.00
- 2015 Cars: $1,600.00 per car or a total value of $40,000.00
- 2016 Cars: $1,900.00 per car or a total value of $47,500.00
- Total Trade In Amount: $122,500.00

Yamaha Golf Car Company would write a check to Tony Butler Golf Course for the $40,000.00 to pay off the balloon payment. Yamaha Golf Car would then take the remaining total trade value of $82,500.00 and use it towards lowering the total monthly lease cost of a new fleet of 65 – 2018 Yamaha Golf Cars. Prices per car listed above have the trade value included.

All 75 – Club Car Electric Precedent Golf Cars must be in proper golf course condition with working chargers for each car. Proper Golf Course condition means normal wear and tear (minor scratches – no major damage) and cars must run a minimum amount of time. If any car(s) are turned into Yamaha Golf Car Company with more damage than agreed upon, Yamaha Golf Car has the authority to invoice Tony Butler Golf Course for the cost to repair the car(s) or a revision to the total monthly payment must be revised.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th># of Cars</th>
<th>Price per Car</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Yamaha Quiet Tech Fleet Cars</td>
<td>65</td>
<td>$4,965.50</td>
<td>$322,757.50</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$240,257.50</td>
</tr>
</tbody>
</table>

The above pricing is in conjunction with Buy Board:
Vendor #3095, Contract # 529-17
PROPOSAL
Prepared For

Tony Butler Golf Course
October 7, 2018

Yamaha Fleet Car Warranty

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

<table>
<thead>
<tr>
<th>Common Parts</th>
<th>Limited Lifetime to Original Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frame</td>
<td>Transaxle</td>
</tr>
<tr>
<td></td>
<td>Pedals</td>
</tr>
<tr>
<td>Brakes (excluding shoes / pads)</td>
<td>4 Years</td>
</tr>
<tr>
<td>Electrical wires, switches, and relays</td>
<td>3 Years</td>
</tr>
<tr>
<td>Suspension / Steering components</td>
<td>4 Years</td>
</tr>
<tr>
<td>Seats</td>
<td>2 Years</td>
</tr>
<tr>
<td>Sun Top</td>
<td>4 Years</td>
</tr>
<tr>
<td>Bumpers / Body Parts</td>
<td>3 Years</td>
</tr>
<tr>
<td>Floor Mats</td>
<td>2 Years</td>
</tr>
<tr>
<td>Scorecard Holders</td>
<td>2 Years</td>
</tr>
<tr>
<td>Bag Carrier</td>
<td>3 Years</td>
</tr>
</tbody>
</table>

| Common Accessories    | Windshield                         | 3 Years |
|                       | Sand Bottle / Sand Bottle / Cooler | 3 Years |
|                       | Information Holder / Bag Cover     | 3 Years |

<table>
<thead>
<tr>
<th>Electric Car (DC or AC motor) Specific</th>
<th>Battery - Trojan T875 with HydroLink Watering System</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 Years or 25,000 amp-hours whichever comes first</td>
</tr>
</tbody>
</table>

| Electric Motor                      | 4 Years |
| Motor Controller / Charger          | 4 Years |
| Charger Cord                        | 4 Years |
| Charger Receptacle                  | 4 Years |
| Throttle Position Sensor            | 2 Years |
| GAS Car (QuietCar and Carb) specific | Exhaust / Intake / Generator       | 4 Years |
|                                     | Gas Engine                           | 4 Years |
|                                     | Throttle Cables / Controls           | 3 Years |
|                                     | Battery                              | 1 Year |
|                                     | Clutch (excluding drive belt)        | 4 Years |
| All Remaining Parts                 | 1 Year |

EXCLUSIONS from this Warranty shall include any failures caused by:
- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner’s/Operator’s Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure to ordinary wear and tear.
- Modifications or alterations that affect the car’s condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

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

THE CUSTOMER’S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner’s/Operator’s Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer’s authorized representative.

I HAVE READ AND AGREE TO THE ABOVE CONDITIONS SET FORTH IN THIS WARRANTY: __________________________

Initial
Additional Information

Fleet Service: Yamaha Golf Car Company's Fleet Service Technician, Romondo Wilkins will complete all warranty service on your new fleet of Yamaha Golf Cars. I'm sure you will enjoy the benefits of having Romondo service your current fleet of cars along with his professionalism during course visits. Romondo can be reached on his cell phone at 404-558-6530.

Fleet Maintenance: In consideration of our mutual goal for outstanding fleet performance, Tony Butler Golf Course agrees to the following:
- To keep cars clean, rotate usage and repair flats
- Maintain batteries: proper water levels, terminals clean & free of corrosion
- Have proper cars available for service technicians on scheduled visits
- Provide technicians a list of cars requiring unscheduled maintenance
- Report any damage due to vandalism within 24 hours

Pricing Quoted: The quotations do not include any applicable taxes or insurance and is subject to the final approval of Yamaha Golf Car Company. This quotation is good for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Fleet Set Up: Yamaha Golf Car Company will provide all labor for new car set up which will include tops and all accessories for all fleet cars.

Insurance: It is the responsibility of Tony Butler Golf Course to provide the proper insurance for the new fleet of Yamaha Golf Cars.

The above quotation is subject to credit and management approval of Yamaha and is valid for 30 days.
If the proposal is acceptable under the above terms, please sign, date and return to Yamaha District Sales Manager
JT Carney by email or fax listed below:
Email: jt_carney@yamaha-motor.com
Fax #: (678) 601-1579

Accepted By: [Signature] [Print]

Date: 10/7/18

Accepted By: John T. Carney David Stewart
Yamaha District Sales Manager Yamaha Regional Manager
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date:  October 16, 2018

Agenda Item:
Consideration and possible action to approve an ordinance on first reading amending Chapter 28, “Licenses, Permits, and Miscellaneous Regulations” by adding Article XI, Dockless Vehicle permits and to amend Chapter 18 of Master Fee Ordinance to reflect fee change.

Prepared By (Print Name):  Javier Mendez
Title: Director of Parks and Recreation
Signature: [Signature]

Brief Summary:
Back on July 2016, the City of Harlingen partnered with the University of Texas, RGV to implement a piloted bike share program. The cost of the program for 10 bikes with Zagster Bike Share for the City was $17,000 annually. The most popular location for the program was McKelvey Park out of all the other site locations. The contract with all the entities expired on August 30, 2018.
The Lower Rio Grande Valley Development Council took a regional approach with all the LRGV cities to solicit the services of a new bike share (dockless) program. A RFP was released on July 18, 2018 with a deadline for submittals on August 8, 2018. The bids were opened on August 9, 2018 and only two proposals were turned in. One from Lime Bikes, and the other was from Veo Ride.
On August 24, 2018, representatives from the City of McAllen, City of Harlingen, City of Brownsville, and UTRGV were amongst the few that scored the two proposals. The LRGVDC board awarded the bid to Lime Bikes for the Regional Dockless Bike Share System.
The Ordinance being presented is a standard “Dockless Vehicle Permit Ordinance” that all cities in the valley will be consider adopting. The ordinance for the City of Harlingen will amend Chapter 28 “License, Permits and Miscellaneous Regulations,” by adding Article XI, “Dockless Vehicle Permits,” establishing fees and regulations for a Dockless Vehicle Permit Program, providing a savings clause and effective date; and providing a penalty not to exceed $500.

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

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

Staff Recommendation:
Staff recommends approval of the amendment to Ordinance 28.

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

Comments:

City Attorney’s approval:  X Yes  No  N/A
ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING CHAPTER 28, "LICENSES, PERMITS AND MISCELLANEOUS REGULATIONS," BY ADDING A NEW ARTICLE XI, "DOCKLESS VEHICLE PERMITS;" ESTABLISHING FEES AND REGULATIONS FOR A DOCKLESS VEHICLE PERMIT PROGRAM, PROVIDING A SAVINGS CLAUSE AND EFFECTIVE DATE; AND PROVIDING A PENALTY NOT TO EXCEED $500.

Section 1. The City of Harlingen Code of Ordinances shall be amended by adding the following:

ARTICLE XI - DOCKLESS VEHICLE PERMIT

Sec. 28-600 - Definitions

(a) For purposes of this section, terms not defined here shall be construed as in ordinary, everyday usage.

(1) Director means the director of the department designated by the city manager to enforce and administer this article and includes representatives, agents, or department employees designated by the director.

(2) Dockless vehicle means a bicycle, an electric bicycle, or an electric motor-assisted scooter, pursuant to the definitions set forth in Texas Transportation Code, Sections 541.201 and 551.351, that can be located and unlocked using a smartphone app.

(3) Operator means an individual or company that has been issued an operating authority permit under this article.

(4) Rebalance means moving dockless vehicles from an area of low demand to an area of high demand.

(5) Residential area means a residential district as defined in city code, or a planned development district or conservation district with residential base zoning.
Sec. 28-601 - General Authority and Duty of Director

The Director shall implement and enforce this article and may by written order establish such rules or regulations, consistent with this article and state or federal law, as s/he determines are necessary to discharge his or her duty under, or to affect the policy of, this article.

Sec. 28-602 - Operating Authority Permit

A person commits an offense if, within the city, s/he operates, or causes or permits the operation of, a dockless vehicle service without a valid operating authority permit issued under this article.

Sec. 28-603 - Application for Operating Authority Permit

(a) To obtain an operating authority permit, a person shall make application in the manner prescribed by the Director. The applicant must be the person who will own, control, or operate the proposed dockless vehicle program.

(b) An applicant shall file with the Director a verified application statement, to be accompanied by a non-refundable application fee, containing the following:

(1) the form of business of the applicant and, if the business is a corporation or association, a copy of the documents establishing the business and the name and address of each person with a 20 percent or greater ownership interest in the business;

(2) the verified signature of the applicant;

(3) the address of the fixed facilities to be used in the operation, if any, and the address of the applicant’s corporate headquarters, if different from the address of the fixed facilities;

(4) the name of the person designated by the applicant to receive on behalf of the applicant any future notices sent by the city to the operator, and that person’s contact information, including a mailing address, telephone number, and email or other electronic address;

(5) documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;

(6) documentary evidence of payment of ad valorem taxes on property within the city, if any, to be used in connection with the operation of the proposed dockless vehicle program;

(7) documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance bond or irrevocable letter of credit required by this article;
(8) the number and types of dockless vehicles to be operated; and

(9) an agreement to indemnify the city.

c) An operating authority permit may be renewed following the process in this section.

d) The initial application for an operating authority permit must be accompanied by an application fee of $500. Applications to renew an operating authority permit must be accompanied by a renewal application fee of $300.

Sec. 28-604 – Changes to Information in Operating Authority Application

(a) Any changes to the information provided in the operating authority permit application must be reported to the Director, in the manner prescribed by the Director, within 10 days of the change.

(b) If the information reported to the Director under this section includes an increase in the number of dockless vehicles, any additional vehicle fees due under Section 28-603 must be submitted to the Director simultaneously with the change in information.

Sec. 28-605 - Expiration of Operating Authority Permit

An operating authority permit expires one year from the date it is issued.

Sec. 28-606 – Refusal to Issue or Renew Operating Authority Permit

(a) The Director shall refuse to issue or renew an operating authority permit if the applicant:

(1) intentionally or knowingly makes a false statement as to a material matter in an application for a permit or permit renewal; or

(2) has been found by the Director twice within a 6-month period for a violation of this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or a rule or regulation adopted under this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or has had an operating authority permit revoked within two years of the date of application.

(b) If the Director determines that a permit should be denied, the Director shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

Sec. 28-607 – Suspension or Revocation of Operating Authority Permit

(a) Suspension. The following regulations apply to the suspension of an operating authority permit:
(1) The Director may suspend an operating authority permit if the Director determines that the operator failed to comply with a request to remove a dockless vehicle or a request to rebalance dockless vehicles issued by the Director within the time specified in the order.

(2) Suspension of an operating authority permit does not affect the expiration date of the permit.

(b) **Revocation.** The following regulations apply to the revocation of an operating authority permit:

(1) The Director shall revoke an operating authority permit if the Director determines that the operator has:

(A) made a false statement as to a material matter in the application concerning the operating authority permit;

(B) failed to maintain the insurance required by this article;

(C) failed to maintain the performance bond or irrevocable letter of credit required by this article;

(D) operated dockless vehicles that were not authorized by the operating authority permit; or

(E) failed to pay a fee required by this article.

(2) After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to one year, depending on the severity of the violation resulting in the revocation.

**Sec. 28-608 - Appeals.**

Any person whose application for an operating authority permit, or renewal of an operating authority permit, is denied by the Director, or an operator whose operating authority permit has been revoked or suspended by the Director, will have the right to appeal to the City Parks and Recreation Advisory Board within five (5) calendar days of written staff decision. The appeal should be in writing in the form of a letter to the city secretary stating the reasons why such staff decision is unjust and request a hearing in front of the city commission. The item will be taken to the next regular city commission meeting for a final decision.

**Sec. 28-609 - Nontransferability**

An operating authority permit is not transferable. This regulation should not be construed to impede the continuing use of trade names.

**Sec. 28-610 - Operations**
(a) Each operator shall provide dockless vehicles to accommodate a wide range of users.

(b) Each dockless vehicle permitted under this article must display the emblem of the operator along with a unique identification number.

(c) Dockless vehicles must not display third party advertising without written approval of the Director.

(d) Dockless vehicles must meet all requirements of local, state, and federal law. Bicycles must meet all industry safety standards.

(e) Dockless vehicles must be high quality and sturdily built to withstand the effects of weather and constant use as is customary for such vehicles for five years.

(f) Dockless vehicles must be well maintained on a regular basis as is customary for the upkeep of such vehicles to ensure their safety for the public, and in good riding condition.

(g) Each dockless vehicle permitted under this article must be equipped with active global positioning system technology.

(h) Spoken word alarm systems are prohibited on dockless vehicles.

(i) Operators shall maintain a staffed operations center.

(j) Operators shall maintain a 24-hour customer service number posted on each dockless vehicle for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.

(k) Operators shall rebalance dockless vehicles at least once per week.

(l) Operators shall provide the Director with contact information for someone who can rebalance and relocate dockless vehicles. The operator shall rebalance or relocate dockless vehicles within four hours of receiving notification on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within 12 hours of receiving notice at all other times. An operator shall notify the Director within 24 hours of a change of contact information.

(m) An operator shall remove any inoperable dockless vehicle, or a dockless vehicle that is not safe to operate, from the right-of-way within 24 hours of notice from the Director. A dockless vehicle removed from the right-of-way in accordance with this subsection must be repaired before it is returned to revenue service.

(n) Any dockless vehicle retrieved from a stream, lake, fountain, or other body of water will be disposed of and/or permanently removed from rental circulation.

(o) If the city incurs any costs addressing or abating any violations of this section, or incurs any costs of repair or maintenance of public property, the operator shall reimburse the city for the costs within 30 days of receiving written notice from the Director. Failure to reimburse
may result in a lien being placed on the property in favor of the city.

(p) An operator shall not place or attach any personal property (other than dockless vehicles), fixtures, or structures in the public right-of-way without the separate written permission of the Director. Any permission to place items in the public right-of-way must be incorporated into the permit.

(q) An operator shall not adversely affect the property of any third parties during the use of city property or the public right-of-way.

(f) An operator shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. An operator’s mobile application must provide information notifying the user that:

1. minors must wear helmets while riding a bicycle and while riding a motor assisted scooter;
2. dockless vehicles must be parked legally and properly;
3. bicyclists and motor assisted scooters must yield to pedestrians on sidewalks and trails; and
4. bicycles should be ridden on bike lanes, trails and roadways, during safe riding conditions and sidewalk use should be limited.

(s) The number of dockless vehicles in a fleet must be commensurate with the expected level of service. Vehicle numbers for the purpose of city administration shall be determined by the Director.

Sec. 28-211 – Dockless Vehicle Parking, Deployment, and Operation

(a) Dockless vehicles may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches.

(b) Dockless vehicles may not be parked in a manner that would impede vehicular traffic on a street or alley.

(c) Dockless vehicles may not be parked in a manner that would impose a threat to public safety or security.

(d) Dockless vehicles may not be parked on a public street without specific permission from the Director.

(e) Dockless vehicles may not be deployed on a block where the sidewalk is less than 96 inches in width, or on a block that does not have sidewalks. The Director may determine other blocks where deploying dockless vehicles is prohibited.
Dockless vehicles must be deployed on a sidewalk or other hard surface, at a bicycle rack, or at a city-owned location. Dockless vehicles may only be deployed on private property with the permission of the property owner.

Dockless vehicles must stand upright while parked.

Dockless vehicles may not be parked within five feet of a crosswalk or curb ramp, unless given specific permission by the Director.

Dockless vehicles may not be parked in a way that blocks:

1. Transit stops, shelters, or platforms.
2. Commercial loading zones.
3. Railroad tracks or crossings.
4. Passenger loading zones or valet parking service areas.
5. Disabled parking zones.
6. Street furniture that requires pedestrian access (for example, benches or parking pay stations).
7. Building entryways.
8. Vehicular driveways.

Dockless vehicles parked along multi-use trails may only be parked at trailheads or other areas identified by the Director.

Dockless vehicles that are parked in an incorrect manner must be re-parked or removed by the operator within four hours of receiving notice from the Director on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within 12 hours of receiving notice from the Director at all other times.

A dockless vehicle that is parked in a residential area may remain in the same location for up to 48 hours as long as it is parked in accordance with this section. An operator shall relocate or rebalance a dockless vehicle parked in a residential area after receiving a citizen request or complaint in accordance with the timeframes specified in Section 28-610.

The Director (and/or designee) may remove and store any dockless vehicle that is left parked at the same location for seven or more consecutive days if the Director has sent the operator a notification to rebalance the dockless vehicle.

The operator is responsible for the costs of removal and storage.
(2) The Director shall invoice the operator for the cost of removal and storage.

(3) Any dockless vehicle that remains unclaimed with the city for 60 days is subject to city confiscation.

(4) The Director may identify designated dockless vehicle parking zones. Subject to advance approval of the Director, an operator may indicate virtual dockless vehicle parking areas with paint or decals where appropriate in order to guide riders to preferred parking zones in order to assist with orderly parking of dockless vehicles throughout the city.

(n) Every person riding a dockless vehicle upon the streets of the city shall be subject to provisions of all laws and ordinances applicable to the operator of any other vehicle, except those provisions of laws and ordinances which, by their very nature, can have no application; provided, however, it shall not be unlawful to ride a dockless vehicle on a public sidewalk.

(o) Any person riding a dockless vehicle upon a sidewalk shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

Sec. 28-212 - Insurance Requirements

(a) An operator shall procure and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by an insurance company that:

(1) is authorized to do business in the State of Texas;

(2) is acceptable to the city; and

(3) does not violate the ownership or operational control prohibition described in Subsection (e) of this section.

(b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.

(c) An operator shall maintain the following insurance coverages:

(1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of $1 million for each occurrence, with a $2 million annual aggregate.

(2) If an operator will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of $500,000 per occurrence.

(3) Worker's compensation insurance with statutory limits.
(4) Employer’s liability insurance with the following minimum limits for bodily injury by:

(A) accident, $500,000 per each accident; and

(B) disease, $500,000 per employee with a per policy aggregate of $500,000.

(d) Insurance required under this article must:

(1) include a cancellation provision in which the insurance company is required to notify the Director in writing not fewer than 30 days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;

(2) include a cancellation provision in which the insurance company is required to notify the Director in writing not fewer than 10 days before cancelling for non-payment;

(3) cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the operator’s business;

(4) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;

(5) require notice to the Director if the policy is cancelled or if there is a reduction in coverage; and

(6) comply with all applicable federal, state, and local laws.

(e) No person who has a 20 percent or greater ownership interest in the operator may have an interest in the insurance company.

(f) An operator may not be self-insured.

(g) Any insurance policy required by this article must be on file with the city within 45 days of the issuance of the initial operating authority permit, and thereafter within 45 days of the expiration or termination of a previously issued policy.

See 28-213 - Data Sharing

(a) An operator shall cooperate with the city in the collection and analysis of aggregated data concerning its operations.

(b) An operator shall provide a quarterly report to the Director that includes:

(I) Total number of rides for the previous quarter.
(2) Total number of vehicles in service for the previous quarter.

(3) Number of rides per vehicle per day.

(4) Anonymized aggregated data taken by the operator’s dockless vehicles in the form of heat maps showing routes, trends, origins, and destinations.

(5) Anonymized trip data taken by the operator’s dockless vehicles that includes the origin and destination, trip duration, and date and time of trip.

(c) An operator shall provide other reports as needed at the Director’s request.

Sec. 28-214 - Vehicle Fee

An operator shall pay a vehicle fee to the Harlingen Parks and Recreation Department as follows:

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<th>Number of Dockless Vehicles</th>
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<td>Fee per dockless vehicle in excess of 400</td>
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Sec. 28-215 - Performance Bond or Irrevocable Letter of Credit

Before issuance of an operating authority permit, the operator shall give the Director a performance bond or an irrevocable letter of credit approved as to form by the city attorney.

(1) A bonding or insurance company authorized to do business in the State of Texas and acceptable to the city must issue the performance bond. A bank authorized to do business in the State of Texas and acceptable to the city must issue the irrevocable letter of credit.

(2) The performance bond or irrevocable letter of credit must list the operator as principal and be payable to the city.

(3) The performance bond or irrevocable letter of credit must remain in effect for the duration of the operating authority permit.

(4) The amount of the performance bond or irrevocable letter of credit must be at least $10,000.

(5) Cancellation of the performance bond or irrevocable letter of credit does not release the operator from the obligation to meet all requirements of this article and the operating authority permit. If the performance bond or irrevocable letter of credit is cancelled,
the operating authority permit shall be suspended on the date of cancellation and the operator shall immediately cease operations until the operator provides the Director with a replacement performance bond or irrevocable letter of credit that meets the requirements of this article.

(6) The city may draw against the performance bond or irrevocable letter of credit or pursue any other available remedy to recover damages, fees, fines, or penalties due from the operator for violation of any provision of this article or the operating authority permit.

Sec. 28-216 - Enforcement

(a) The Director may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article, rules and regulations established under this article, or other applicable laws.

(b) The Director shall enforce this article. Upon observing a violation of this article or the rules or regulations established by the Director, the Director shall take necessary action to ensure effective regulation of dockless vehicles.

Sec. 28-217 - Offenses

(a) A person commits an offense if s/he violates or attempts to violate a provision of this article, or a rule or regulation established by the Director under this article, that is applicable to a person. A culpable mental state is not required for the commission of an offense under this article unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each day in which an offense occurs.

(b) Prosecution for an offense under Subsection (a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

Section 2. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $500.

Section 3. That applicable City Code shall remain in full force and effect, save and except as amended by this ordinance.

Section 4. If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, illegal, or prohibited under applicable law, such provision shall be excluded to the extent of such invalidity, illegality, or prohibition; all other terms hereof shall remain in full force and effect.

Section 5. That the terms and provisions of this ordinance are severable and are governed by applicable City Code.
Section 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the City of Harlingen and the State of Texas, and it is accordingly so ordained.

APPROVED AS TO FORM:
Ron,

Attached is the clean copy of the ordinance based on our discussions. Thanks

Dan
## Agenda Item
### Executive Summary

**Meeting Date:** October 17, 2018

**Agenda Item:**
Consider and take action to approve or deny a request from Nancy Fiy (Grassroots Headquarters for Beto O’Rourke) to close certain sections of roadways / streets near 201 N. First Street from 3:00 p.m. to 11:00 p.m. on Friday, October 26, 2018 for a Community Gathering.

**Prepared By (Print Name):** Jeffry A. Adickes  
**Title:** Chief of Police  
**Signature:**

**Brief Summary:**
The Grassroots Headquarters for Beto O’Rourke will be planning on holding a Community Gathering that is predicted to attract a large crowd of people from Harlingen and the surrounding communities. They are requesting permission to close down West Monroe Street from alleyway behind New York Deli to First Street on Friday, October 26, 2018 from 3:00pm until 11:00pm.

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

**Finance Director’s approval:**
- Yes
- No
- N/A

**Staff Recommendation:**
Staff does not recommend approval for the following reasons:
1. A local business (One Stop Communications at 122 W. Monroe Street) feels that it would affect their business.
2. It would inconvenience New York Deli Customers as well (causing them to have to drive against traffic to patronize said business)

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

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

**Comments:**
TO: Chief of Police

FROM: Sergio Ruiz #4110

RE: Street Closure Request

Requestor: Nancy Fly
Date: Friday, October 26, 2018
Time: 3:00-11:00pm
Location: 201 N. 1st St., Harlingen TX 78550

Description: The Grassroots Headquarters for Beto O'Rourke will be holding a Community Gathering that will hopefully attract a large crowd of people from Harlingen and the surrounding areas. They are requesting permission to close down W. Monroe from the alleyway behind New York Deli to 1st St. on Friday, October 26, 2018 from 3:00-11:00pm.

Comments: Mrs. Fly advised that the event starts at 6:00-9:00pm, but is requesting to closed down street a 3:00pm to allow for set up and clean up/breakdown be done by 11:00pm.

Recommendation: Mrs. Fly was advised by Officer Sergio Ruiz about getting the local businesses affected by closure to sign off with no objections and to turn in sheet before the closure is approved. A copy of the request and map will turned in with the IDC.

***Note*** Mrs. Fly contacted New York Deli located at 122 N. A St. They advised they didn't mind them closing down half the street from the alleyway directly behind the New York Deli to 1st St. The New York Deli is closing at 8:00pm on that day, so the customers eating at the restaurant would have to drive against traffic then turn northbound on N. A St. She was advised that the City Commission would have to approve or deny the request.

Re: Extended Commission Review Due to Objection From Businesses

* Handwritten note: Commission at 122 W Monroe,佩里

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Harlingen Grassroots Headquarters for Beto
Senate Campaign located at 201 N 1st.

September 28, 2018

Mr. Chris Boswell, Harlingen City Mayor
Hon. City Commissioners
Harlingen City Hall, Harlingen

Dear Mayor Boswell and Hon. Commissioners,

The Grassroots HQ will be having a Community Gathering to get to know Beto O’Rourke on Friday, Oct. 26, 2018. This event will hopefully attract a large crowd of people from Harlingen and the surrounding areas. We would like to request permission to close a small section of Monroe St. between “A” and “1”th street from 3pm to 11pm. The event itself will be from 6 to 9pm, but this will give us time to set up and clean up afterwards. We would like to make certain this street closure will ensure the safety of the many persons that will attend this event.

The Grassroots volunteers would like to thank you in advance for your consideration to our request. Should you have any questions or need additional information, please contact any one of the three following volunteer co-managers:
Hector Ruiz at 956-459-8554
Nancy Fly at 512-567-0346
Diana Cortez Young at 956-492-5046.

Respectfully submitted,

Diana C. Young
Harlingen Grassroots HQ Volunteer
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:
CONSIDER AND TAKE ACTION to award RFQ 2018-09 Professional Engineering Services for the 9th & 13th Drainage Improvement Project Phase I to a Qualified Firm and Authorize the City Manager to enter into a Professional Services Contract with such Firm.

Prepared By (Print Name): Ponciano Longoria, P.E.
Title: City Engineer
Signature:

Brief Summary:
On September 09, 2018, the City issued a Request for Qualification for firms licensed with the State of Texas to provide engineering services for the 9th & 13th Drainage Improvement Project Phase I. Phase I of the project is part of the grant award under the Hazard Mitigation Grant Program (HMGP) with FEMA and the Texas Division of Emergency Management (TDEM). Phase I will consist of the study, design, and development of plans for the improvement of the drainage system along 9th and 13th Street as shown on the attached map.

As stated in the RFQ, firms must have experience in Hydrology and Hydraulics, Erosion & Sediment Control Designs, Civil Engineering Plans, Specifications and Estimates, Acquisitions and appraisals (if applicable), Benefit Cost Analysis, Environmental Study/Engineering (if applicable), and Procuring Federal/State/County/local grants/permits.

The fourteen firms were evaluated using the following criteria: Professional Qualifications of Team, Experience/Availability of the Project Engineer/Project Manager, Understanding of the Project, and Familiarity with Applicable Rules and Regulations. Based on this criterion the highest ranked firm is TEDSI Infrastructure Group, Inc. Staff recommends authorizing the City Manager to enter into a contract with the highest ranked firm to meet the requirement of procurement under the grant.

As per the procurement documents, the City of Harlingen reserves the right to waive minor informalities or technicalities when it is in the best interest of the City of Harlingen.

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

Finance Director’s approval: Yes No N/A

Staff Recommendation:
Staff recommends approval.

City Manager’s approval: Yes No N/A

Comments:

City Attorney’s approval: Yes No N/A

Form revised 01/26/09
### RFQ - Evaluation Criteria Point Totals

1) Professional Qualification of Team

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### Understanding of Project

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**Sub-Total 3:**

|                  | 440             | 400                               | 280              | 440                           | 400                           | 480                         | 400            | 400   | 400                              | 400                      | 400  | 400                           | 520    |

### Familiarity with Applicable Rules and Regulations

#### Possible points = 30

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**Sub-Total 4:**

|                  | 110             | 80                                | 40               | 140                           | 120                           | 100                         | 60             | 90    | 100                              | 100                      | 110  | 100                           | 90     |

|                  | 3               | 1110                            | 580              | 1240                          | 1140                          | 1170                        | 1050           | 950   | 1250                            | 1170                     | 1120 | 1250                         | 1140    | 1330 |

| Ponciano N. Longoria, P.E.     | 250             | 250                              | 190              | 300                           | 300                           | 260                         | 780            | 250   | 298                             | 300                      | 250  | 260                          | 250     | 300  |
| Tammy De Gannes-Jackson        | 240             | 150                              | 70               | 250                           | 260                           | 220                         | 200            | 200   | 190                             | 170                      | 190  | 190                          | 190     | 300  |
| Rodrigo Davila                | 150             | 150                              | 120              | 160                           | 150                           | 150                         | 150            | 120   | 210                             | 100                      | 220  | 170                          | 190     | 130  |
| Javier Mendez                 | 260             | 260                              | 100              | 230                           | 300                           | 300                         | 200            | 200   | 260                             | 300                      | 280  | 300                          | 260     | 300  |
| Celina Gonzales               | 180             | 200                              | 100              | 300                           | 130                           | 240                         | 220            | 180   | 300                             | 280                      | 200  | 200                          | 250     | 300  |
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 16, 2018

Agenda Item:

Consideration and possible action to approve a resolution in support of the Tennessee Lofts Housing Partners, LP Application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the proposed development of the Tennessee Lofts affordable rental housing.

Prepared By (Print Name): Dan Serna
Title: City Manager
Signature:

Brief Summary:

Tennessee Lofts Housing Partners, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% housing tax credits to construct affordable rental housing at 1904 Tennessee Street in the City of Harlingen, Cameron County, Texas and is asking for a resolution of support for the development.

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:

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

Comments:

City Attorney’s approval: □ Yes □ No □ N/A
Resolution No. ______

WHEREAS, Tennessee Housing Partners, LP has proposed a development for affordable rental housing at 1904 Tennessee Street named Tennessee Lofts in the City of Harlingen, Cameron County, Texas; and

WHEREAS, Tennessee Housing Partners, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Tennessee Lofts; and

WHEREAS, the City of Harlingen seeks to support the development of affordable housing within the city limits.

It is hereby:

RESOLVED, that the City of Harlingen, acting through its governing body, hereby confirms that it supports the proposed Tennessee Lofts located at 1904 Tennessee Street and that this formal action has been taken to put on record the opinion expressed by the City on October ___ 2018, and

RESOLVED, that, after the award of tax credits, the City of Harlingen will provide the financial contribution to Tennessee Housing Partners, LP in the amount of Five Hundred Dollars ($500.00) in the form of reduced building permit fees, and

BE IT FURTHER RESOLVED, that the City of Harlingen authorizes the City Manager to prepare and sign a letter to the Texas Department of Housing and Community Affairs indicating that the City of Harlingen will provide a financial contribution in the form of reduced building permit fees in the amount of Five Hundred Dollars ($500.00) to Tennessee Housing Partners, LP if the Texas Department of Housing and Community Affairs awards Competitive 9% Housing Tax Credits to Tennessee Housing Partners, LP.

PASSED AND APPROVED this day the 16th, 2018.

CITY OF HARLINGEN

ATTEST:

__________________________
Chris Boswell, Mayor

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

Meeting Date:  
October 16, 2018

**Agenda Item:**

Consideration and possible action to approve a resolution in support of the Lozano Housing Partners, LP Application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the proposed development of the Lozano Lofts affordable rental housing.

**Prepared By (Print Name):**  
Dan Serna

**Title:**  
City Manager

**Signature:**

---

**Brief Summary:**

Lozano Housing Partners, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% housing tax credits to construct affordable rental housing at 1910 Tennessee Street in the City of Harlingen, Cameron County, Texas and is asking for a resolution of support for the development.

---

**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:**

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

---

**Comments:**

City Attorney’s approval:  
☐ Yes ☐ No ☐ N/A
RESOLUTION NO. 2018____

WHEREAS, Lozano Housing Partners, LP has proposed a development for affordable rental housing at 1910 Tennessee Street named Lozano Lofts in the City of Harlingen, Cameron County, Texas; and

WHEREAS, Lozano Housing Partners, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Lozano Lofts; and

WHEREAS, the City of Harlingen seeks to support the development of affordable housing within the city limits.

It is hereby:

RESOLVED, that the City of Harlingen, acting through its governing body, hereby confirms that it supports the proposed Lozano Lofts located at 1910 Tennessee Street and that this formal action has been taken to put on record the opinion expressed by the City on October ____, 2018, and

RESOLVED, that, after the award of tax credits, the City of Harlingen will provide the financial contribution to Lozano Housing Partners, LP in the amount of Five Hundred Dollars ($500.00) in the form of reduced building permit fees, and

BE IT FURTHER RESOLVED, that the City of Harlingen authorizes the City Manager to prepare and sign a letter to the Texas Department of Housing and Community Affairs indicating that the City of Harlingen will provide a financial contribution in the form of reduced building permit fees in the amount of Five Hundred Dollars ($500.00) to Lozano Housing Partners, LP if the Texas Department of Housing and Community Affairs awards Competitive 9% Housing Tax Credits to Lozano Housing Partners, LP.

PASSED AND APPROVED this _____ day of October _____, 2018.

________________________
CITY OF HARLINGEN

ATTEST:

________________________
Chris Boswell, Mayor

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

Meeting Date: Tuesday, October 16, 2018

Agenda Item:
Consideration and appropriate action to update and reconfirm the legal services agreement between the City of Harlingen, Texas and the Law Firm of Denton, Navarro, Rocha, Bernal & Zech, P.C. as the City’s general counsel.

Prepared By (Print Name): Dan Serna
Title: City Manager
Signature:

Brief Summary:
This is an update and renewal of the legal services contract previously executed between the City and the law firm that serves as the City’s general counsel with Attorney Ricardo J. Navarro as the appointed City Attorney and partner in charge of the Harlingen office of the law firm. The legal department budget continues to cap the cost of services. The contract makes adjustment to the identity of professional personnel within the firm who will provide services and sets a rate structure for internal administrative purposes to the firm.

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:

Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:

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

Comments: [Handwritten: City Attorney: Yes]
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN THE LAW FIRM OF DNRB&Z, P.C.
AND THE CITY OF HARLINGEN, TEXAS

This is an agreement between the CITY OF HARLINGEN, TEXAS, a home rule municipality organized under the laws of the State of Texas ("City"), and the law firm of DENTON, NAVARRO, ROCHA, BERNAL & ZECH, a Professional Corporation, ("Firm"), for the provision of contracted City Attorney legal services as set forth herein. References to the City and the Firm jointly shall be to the “Parties” to this Agreement.

For purposes of notices, billings, and other correspondence all communications to the City shall be to the attention of Dan Serna, City Manager, City Hall, 118 E. Tyler St., Harlingen, Texas 78550.

Similarly, written correspondence, notices, and communications to the Firm shall be directed to Ricardo J. Navarro, Managing Partner - RGV Office, DNRBZ, P.C., 701 East Harrison, Ste. 100, Harlingen, Texas 78550.

PURPOSE OF THIS AGREEMENT

Under this agreement, Attorney Ricardo J. Navarro agrees to undertake the appointment to the office of the City Attorney under the City Charter, upon the recommendation of the City Manager, and the Firm agrees to serve as the City’s contracted legal department. Except as otherwise provided below, Attorney Navarro, and the Firm shall fulfill the functions of the legal department contemplated by the City Charter, any applicable Ordinances relating to the duties of the City Attorney and the Legal Department, and the parameters set by the Request for Qualifications for Legal Services previously issued by the City.

SCOPE OF LEGAL SERVICES

The scope of legal services to be provided to the City of Harlingen is summarized as follows:

1. Serve as corporate legal counsel for the City, acting through its duly elected and appointed boards and commissions, including the City Commission, the Planning & Zoning Commission, the Construction Board of Adjustments, the Civil Service Commission, and other duly constituted boards of the City which have previously been represented by the in-house City Attorney and Legal Department.

2. Provide legal advice and counsel with respect to compliance with the Texas Open Meetings Act, the Texas Public Information Act; provide legal review of all operative instruments generated by the City, including but not limited to Ordinances, Resolutions, Minutes, and other action items related to or arising out of the operations of the City’s elected and appointed Commissions and Boards.
3. Serve as legal corporate counsel to the executive branch of the City, acting through its executive managers, specifically the City Manager, the Assistants to the City Manager, and other key department heads such as the City Secretary, the Human Resources Department, the Civil Service Director, the Chief of Police, the Fire Chief, and such other department heads as determined by the City Manager.

4. Serve as Municipal Court Prosecutor.

5. Provide legal advice and counsel with respect to review of legal instruments as to which the City is a party such as deeds, leases, contracts, and agreements.

6. Represent the City, its officials and employees in any administrative or judicial proceedings, whether in state or federal court, subject to any limitation imposed by law or the Rules of the Texas Supreme Court.

7. Oversee and monitor other outside legal counsel retained either directly or indirectly and engaged in handling legal issues for the City.

The foregoing services shall be provided by the Firm; provided, however, that the Partner-In-Charge of the Firm’s Rio Grande Valley Office - Ricardo J. Navarro - located in Harlingen, Texas, and Charles E. Zech - located in Austin, Texas shall be the primary representatives of the Firm in connection with the administration and provision of legal services as specified herein.

It is understood and agreed that the Firm may utilize associate attorneys, legal support staff or services, and other resources within the Firm generally as necessary to provide efficient and cost-effective service hereunder as to matters that do not require lead attorney time.

The Firm agrees to devote the necessary time and resources to the representation of the City in connection with any and all legal matters falling within the scope of services defined herein.

The City further understands and agrees that the City Attorney legal services provided for herein are contractual in nature such that while there is a designated City Attorney under this contract, the relationship is not an employer / employee relationship.

LEGAL DEPARTMENT FISCAL BUDGET
AND STAFFING REQUIREMENTS

FY 2019 Legal Budget. The Firm agrees to work within and abide by the fiscal budget established for FY 2019 for the provision of legal services (designated as $517,474), subject to the following terms and conditions specified below. The Legal Department budget shall serve as the caps on the legal services fees regardless of the hourly rate structure maintained by the Firm for internal performance assessment purposes. Adjustments and modification to the Legal Department budget are subject to the same terms and conditions as any other departmental budget.

Internal Adjustments to Legal Department Budget. The City agrees that the legal services budget shall be internally adjusted to provide for a line item allowing for City Attorney Legal Services which shall represent the primary source of funds from which the legal services provided under this agreement shall be paid monthly.
Designation as Department Head. Attorney Ricardo J. Navarro, as the Managing Partner of the RGV Office, shall also serve as the department head in charge of the Legal Department, and shall be responsible for the overall administration of the legal services department, including oversight of its budget. In this regard, Attorney Navarro shall have the same duties, obligations, privileges, and authority as an in-house City Attorney would have under the City Charter and Ordinances of the City to manage the Legal Department.

In-House Legal Staff. In addition, the Firm and the City agree that the Legal Department shall continue to be staffed with one city-employed legal assistant, whose duties and responsibility shall be under the direction of Attorney Navarro. The existing Legal Department budgetary line items to provide for the pay and benefits of the city-employed legal assistant shall be maintained for budget purposes as to the city-employed legal assistant.

Other Outside Legal Counsel. In addition, the Firm and the City agree that the Legal Department budget shall continue to maintain a line item for other outside legal services. This line item budget shall be adjusted to a figure of no less than $35,000.00 to cover the costs of specialized or conflict counsel if such be necessary during FY 2019.

Payment for Legal Services Rendered. For the sake of maintaining accountability, measuring performance, and evaluating ongoing legal services the Firm shall continue to keep track of attorney time on the various and sundry legal projects of the City, and will submit billing statements on a monthly basis to reflect work performed in the prior month.

The Firm shall set billing rates for its attorneys at a rate commensurate with the knowledge, skills, abilities, and expertise pertaining to each attorney individually, but the Firm’s fees shall nevertheless be capped by the approved budget amount for the fiscal year in question. Those rates shall fall within the following parameters:

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<th>Category</th>
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<tr>
<td>Partners and Non-Equity Partners</td>
<td>$200 - $225/hour</td>
</tr>
<tr>
<td>Associates - Senior</td>
<td>$185 - $200/hour</td>
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<tr>
<td>Associates</td>
<td>$155 - $185/hour</td>
</tr>
<tr>
<td>Legal Assistant/Paralegal</td>
<td>$55 - $95/hour</td>
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</table>

Expenses. The Firm shall absorb its own general overhead expenses as part of the hourly rate specified above. Overhead expenses within the Legal Department shall be adjusted accordingly to be covered by the Firm as part of the hourly billing rate.

Expenses related to handling of civil service matters and collective bargaining agreements, if any, such as filing fees, arbitrator fees, transcripts, and other such expenses, shall be paid out of the public safety department as to which they pertain.

Other court litigation expenses, such as filing fees, subpoena fees, transcript fees and other such court costs shall be billed to the department as to which the litigation relates.

Travel and lodging expenses, if any, related to attorney travel outside of the Rio Grande Valley and which relate directly to City legal issues shall be billed to the legal department budget.
Invoices for legal services shall be submitted to the City Manager on a thirty (30) day cycle, and payment shall be due within thirty days of receipt. Questions regarding any fee charges or expenses shall be directed to the Firm’s Managing Partner, Ricardo J. Navarro.

**CONTRACT AT WILL**

The parties understand and agree that this Agreement shall run from month to month and may be terminated at any time by either party on thirty (30) days’ notice. No severance or separation provision shall apply. The City shall be responsible for only those legal services and expenses that have been rendered.

**FILES AND RECORDS**

All files and records generated in the course of the representation of the City are the physical property of the City, but any forms, motions, briefs, or other professional work product of an original nature created by the Firm shall continue to belong to the Firm, and the Firm shall have the rights of exclusive use of any work product created or generated by it.

**MISCELLANEOUS**

The provisions of this Agreement shall become in effect upon approval by the City Commission.

Further, this agreement shall be governed by the laws of the State of Texas and is to be performed in Cameron County, Texas. This agreement is also governed by, and subject to, the Texas Disciplinary Rules of Professional Conduct, which may be viewed at [www.txethics.org](http://www.txethics.org) or at [www.texasbar.com](http://www.texasbar.com).

**APPROVED** by CITY COMMISSION ACTION on the ___ day of September 2018.

**APPROVED AS TO FORM AND CONTENT:**

**CITY OF HARLINGEN, TEXAS**

P.O. Box 2207  
118 E. Tyler St.  
HARLINGEN, TEXAS 78550

By: ____________________________

CHRIS BOSWELL  
MAYOR

By: ____________________________

DAN SERNA  
CITY MANAGER
APPROVED AS TO FORM AND CONTENT:

DENTON, NAVARRO, ROCHA, BERNAL & ZECH, P.C.
701 E. Harrison, Ste. 100
HARLINGEN, TEXAS 78550

By:

RICARDO J. NAVARRO, Partner / Shareholder
OFFICIALLY FOR THE FIRM