REGULAR
CITY COMMISSION
AGENDA
July 20, 2016
@ 5:30 P.M.
TOWN HALL, CITY HALL
118 E. Tyler Street
Harlingen, Texas

Notice is hereby given that the above governmental body will hold a Regular Meeting on **Wednesday, July 20, 2016 at 5:30 P.M.** in City Hall, Town Hall, 2nd Floor, Harlingen, Texas.

City of Harlingen meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (956) 216-5001 or write Post Office Box 2207, Harlingen, Texas 78550 at least 48 hours in advance of the meeting.

The Harlingen City Commission reserves the right, pursuant to 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 Tudor Uhlhorn

Pledge of Allegiance/Welcome

1) Approval of Minutes

   a) June 22, 2016

	CONSENT AGENDA	

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 Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

2a) Second and final reading to approve and adopt an ordinance to revise the school zone times for schools which currently have designated school zones. Attachment ***(Engineering)***

b) Consider and take action to approve the preliminary plat of the proposed Cheddar's Stuart Place Subdivision, being 9.858 acres of land more or less out of a 13.258 acre tract out of a 19.87 acre tract in Block 15, Stuart Place Survey 138, located on the north side I-2 Frontage Road east of Stuart Place Road. Applicant: Chavez Automated Design, c/o Carlos Varela of Varco Investments Ltd. Attachment ***(Planning & Zoning)***

c) Consider and take action to approve the final re-plat of the proposed Thomas-Painter Subdivision, being a re-plat of 1.76 acres of land comprised of all of Lot 2, Block 1, Toland-Funk Subdivision; 0.77 acre out of Lot 1, Block 1, Toland-Funk Subdivision Unit No. 2; and all of Lot 1, Block 1, Kiskadee Court Subdivision, located on the south side of East Austin Avenue east of 1st Street. Applicant: Ferris, Flinn & Medina, c/o Thomas Steven. Attachment ***(Planning & Zoning)***

3) Consider and take action to adopt an ordinance to create an "All-Way Stop" condition at the intersection of 3rd Street and Davis Avenue. Attachment ***(Engineering)***

4) Consider and take action to approve the RFP to upgrade the Library's wired computer network and to authorize the City Manager to sign the E-Rate contingent upon the contract with Insight. Attachment ***(Library)***

5) Public hearing to consider an Ordinance on first reading to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3, Jay and Lori Subdivision; Lot 1, Bock 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 2, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.30 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 2.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Altas Palmas Road and Halpin Road. Applicant: City of Harlingen. Attachment ***(Planning & Zoning)***

a) Public Hearing

b) Consider and take action to approve an ordinance on first reading for a rezone request for the above mentioned described properties.

6) Board Appointments

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

a. Airport Board (1)
b. Animal Shelter Advisory Committee (3)
c. Audit Committee (Terms expire annually in June) (3)
d. Civil Service Commission (Mayor)
e. Community Development Advisory Board (3)
f. Construction Board of Adjustments (8)
g. Convention & Visitors Bureau (4)
h. Development Corporation of Harlingen, Inc.
i. Downtown Improvement District Board (2)
j. Golf Course Advisory Board (2)
k. Harlingen Community Improvement Board (1)
l. Harlingen Housing Authority Board
m. Harlingen Finance Corporation
n. Harlingen Proud Advisory Board (3)
o. Library Advisory Board (2)
p. Mayor Wellness Council
q. Museum Advisory Board (3)
r. Parks Advisory Board (1)
s. Planning & Zoning Advisory Board (1)
t. Senior Citizens Advisory Board (3)
u. Tax Increment Finance Board **(All Bd. Members' Terms have expired)**
v. Tennis Advisory Board (3)
x. Utility Board of Trustees (1)
y. Veterans Advisory Board (5)
z. 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.

7) Executive Session - Attorney consultation pursuant to Section 551.071, Texas Gov't. Code to provide legal advice and counsel in connection with certain collective bargaining issues contained in the Notice of Intent to Bargain by the duly recognized majority bargaining agent for the City's law enforcement officer,

the Harlingen Police Officer and Law Enforcement Association (HPOLEA) and the Harlingen Professional Fire Fighters Association." ***(City Manager)***

8) Citizen Communication

I, the undersigned authority, do hereby certify that the above Notice of Meeting is a true and correct copy of said Notice and that I posted said notice on the bulletin board in the City Hall of the City of Harlingen, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, July 15, 2016 at 3:30 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 15th day of July, 2016

Amanda C. Elizondo

Amanda C. Elizondo, City Secretary

1a)

REGULAR MEETING

CITY COMMISSION HARLINGEN, TEXAS

June 22, 2016

A Regular Meeting of the Harlingen Elective Commission was held on June 22, 2016 at 5:30 p.m., City Hall, Town Hall Meeting Room, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

Mayor and Commissioners
Mayor Chris Boswell
Michael Mezmar, Mayor Pro-Tem, District 3
Tudor Uhlhorn, City Commissioner, District 2
Ruben de la Rosa, City Commissioner, District 4
Victor Leal, City Commissioner, District 5

ABSENT
Richard Uribe, City Commissioner, District 1
Richard Bilbie, City Attorney

Staff Present
Dan Serna, City Manager
Amanda C. Elizondo, City Secretary
Allen T. Ozuna, Assigned Counsel with Navarro, Denton, Rocha, Bernal, Hyde & Zech, P.C.

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

Invocation/Victor Leal, City Commissioner

Commissioner Leal gave the invocation.

Pledge of Allegiance/Welcome

Mayor Boswell led the pledge of allegiance and welcomed those in attendance.

1) Board Recognition

Mayor Boswell presented certificates of recognition to incoming board members. He expressed his appreciation for their willingness to serve the City of Harlingen.

Incoming

Rodolfo Andarza - Harlingen Proud Advisory Board
Jerry A. Rounds - Harlingen Proud Advisory Board
Alma Becerra - Harlingen Proud Advisory Board
Elizandro Munoz – Zoning Board of Adjustments

2) City of Harlingen's Community-Wide Trash-Off Day, held Saturday, June 11, 2016 from 8 a.m. to 12 Noon, Casa De Amistad, Parking Lot, 1204 Fair Park Blvd.

DRAFT

Mayor Boswell postponed Item No. 2 to the next regular meeting.

3) Approval of Minutes

a) Joint Special Meeting of the Harlingen City Commission and Harlingen Community Improvement Board of November 24, 2015

b) Regular Meeting of May 18, 2016.

Motion was made by Commissioner Uhlhorn and seconded by Mayor Pro-Tem Mezmar to approve both sets of minutes as presented. Motion carried unanimously.

CONSENT AGENDA

4a) Second and final reading to approve and adopt an ordinance amending three (3) Sections of Chapter 6-Animals of the City of Harlingen Code of Ordinances.

b) Second and final reading to approve and adopt an ordinance to abandon and vacate a ten foot ("10") public utility easement described as a 0.03 acre tract of land out of Lot Ten (10) and Lot Eleven (11), Sam D. Brown Subdivision and finding this abandonment to be in the public interest and serving a public purpose by allowing commerce to proceed in the City of Harlingen.

c) Consider and take action to approve the preliminary plat of the proposed King's Village Subdivision, an 11.71 acre tract of land comprised of an 11.01 acres of Blocks 32; 0.12 acre of Block 33; 0.20 acre of Block 34; 0.20 acre of Block 36, Howards Dixieland Heights located on the north side of Garrett Road west of Dixieland Road. Applicant: Ferris, Flinn and Median, c/o Joe Zayas.

d) Consider and take action to approve the final plat of the proposed Cuevas Harlingen Subdivision being a 9.466 acres tract of land, Block 13, Stewart Place Subdivision of Survey 138 located on Interstate 2 Frontage Road and Beckham Road. Applicant: Eduardo H. Mejia of Mejia and Rose Engineering, c/o Donicio Cuevas.

Motion was made by Commissioner Leal and seconded by Mayor Pro-Tem Mezmar to approve Items 4a, b, c, and d under the consent agenda. Motion carried unanimously.

For the record, the Caption of Ordinance Nos. 16-30 and 16-31read as follows:

ORDINANCE NO. 16-30

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES, AS AMENDED, SECTION 6-146(f)(2) SETTING A MAXIMUM FINE OF FIVE HUNDRED AND NO/100'S ($500.00) DOLLARS; SECTION 6-150(b) SETTING THE MAXIMUM NUMBER OF DOGS OR CATS AT FIVE; SECTION 6-121 ELIMINATING SUB-SECTION (c) FROM THAT SECTION TO ELIMINATE AN INCONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING

ORDINANCE 16-31

AN ORDINANCE ABANDONING A TEN FOOT (10') PUBLIC UTILITY EASEMENT DESCRIBED AS A 0.03 ACRE TRACT OF LAND OUT OF LOT TEN (10) AND LOT ELEVEN (11), SAM D. BROWN SUBDIVISION; AND FINDING SAID UTILITY EASEMENT ABANDONMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE.

PASSES AND APPROVED on the first reading this 8th day of June, 2016.
PASSED AND APPROVED on second and final reading this 22nd day of June, 2016.

CITY OF HARLINGEN
/s/ Chris Boswell, Mayor

ATTEST:
/s/ Amanda C. Elizondo, City Secretary

5) Consider and take action to approve a contract with Jun Ellorimo to provide adult swimming lessons at Pendleton Park and Victor Park Pools and authorize the City Manager to sign the contract. Applicant: City of Harlingen.

Motion was made by Commissioner Uhlhorn and seconded by Commissioner de la Rosa to table Item #5. Motion carried unanimously.

6) Consider and take action to approve Amendment No. 1 to the Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the ball fields at the Tom Wilson Youth Sports Park.

Mr. Javier Mendez, Director of Parks and Recreation stated this was the first amendment to the existing agreement to include the Adult Kickball to their program. The Parks and Recreation Advisory Board along with staff is recommending approval of the amendment.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner de la Rosa to approve Amendment No. 1 to the Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the ball fields at the Tom Wilson Youth Sports Park. Motion carried unanimously.

7) Public hearing and take action to approve the preliminary and final re-plat of the proposed re-plat of Lots 44-49 Cottonwood Creek Subdivision No. 1, being a re-plat of Lots 44-49, Block 1, Cottonwood Creek Subdivision No. 1, located on the north side of Cottonwood Blvd. on the east side of South Ed Carey Drive. Applicant: Centerline Surveying, c/o Plains Capital Bank.

Mr. Rodrigo Davila, Planning and Development Director stated the proposed subdivision consisted of a re-plat of six residential lots into three residential lots located inside the city limits. The proposed development is consistent with the current zoning designation of the Planned Development District for residential use. A lot of the lots within this area were combined and houses were built on two lots in order not to encroach on any additional lots. Water and sewer services were provided by Harlingen Waterworks System.

DRAFT

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against the item could do so.

Yolanda Shoffiet, 285 Altas Palmas, if approval was granted the applicant needed to abide with all applicable regulations.

Motion was made by Commissioner Leal and seconded by Commissioner Uhlhorn to approve the preliminary and final re-plat of the proposed re-plat of Lots 44-49 Cottonwood Creek Subdivision No. 1, being a re-plat of Lots 44-49, Block 1, Cottonwood Creek Subdivision No. 1, located on the north side of Cottonwood Blvd. on the east side of South Ed Carey Drive. Motion carried unanimously.

8) Public hearing to consider an ordinance on first reading for a Specific Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 1617 E. Harrison Ste. C, bearing a legal description of Lots 13- 16, Block G, East Park Terrace Subdivision. Applicant: Jose Barron. (This item was tabled at the Regular Meeting of May 18, 2016)

Motion was made by Commissioner Uhlhorn and seconded by Commissioner Leal to remove the item from the table. Motion carried unanimously.

Mr. Davila stated there was no additional information on this item. The Planning and Zoning Commission reviewed this request and recommended approval. Representatives from the Police Department were present for any questions

a) Public Hearing

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against the item could do so.

Yolanda Shoffiet, 285 Altas Palmas, stated applicant needed to abide by the regulations.

Jose Barron, applicant,105 E. Davis Street, stated that previous police records from his past might have been an issue. He stated he worked in a tattoo shop for almost 3 years and wishes to open his own business.

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

b) Consider and take action to approve an ordinance on first reading for a Specific Use Permit to allow an adult business (tattoo studio) at the above described property.

Mr. Ozuna read the caption of the ordinance.

Motion was made by Mayor Pro-Tem Mezmar. There being no second, the motion died due to a lack of a second.

9) Public hearing to consider an ordinance on first reading to rezone from Not Designated("N") District to Residential, Single Family ("R-1") District for Lots 1-9, Block 1, Royal Acres Subdivision; 43.33 acres out of Block 33, Stuart Place

Subdivision Survey 139/297/298; 4.65 acres out of Block 27, Stuart Place Subdivision Survey 298; 3.5 acres out of Block 26, Stuart Place Subdivision Survey 298; the East 100 ft. of Lot 1, the West 255 ft. of Lot 1, and 0.1670 acres out of Lot 2, Glenn Subdivision, and Lots 1-26, Countryside Estates; and rezone from Not Designated ("N") District to General Retail ("GR") District for 1.0 acre out of Block 33, Stuart Place Subdivision Survey 139/297/298, all properties generally located west of Altas Palmas Road and north of Business 83, and south of Hughes Road and Drury Lane. Applicant: City of Harlingen.

Mr. Rodrigo Davila stated this was a City initiated rezoning to be consistent with the goals of the Harlingen Comprehensive Plan to zone all non designated properties within the city. He highlighted a map of the proposed areas and explained the zone designation of each of the proposed properties. The request is consistent with the Future Land Use Plan and with the existing surrounding land use areas. Areas that were not designated were being reviewed by staff to be consistent with the City's Comprehensive Plan. He recommended approval of the request.

a) Public Hearing

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against the item could do so.

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

b) Consider and take action to approve an ordinance on first reading for a Rezone Request for the above described property.

Mr. Ozuna read the caption of the ordinance.

Motion was made by Commissioner Leal and seconded by Commissioner de la Rosa to approve an ordinance on first reading to rezone from Not Designated("N") District to Residential, Single Family ("R-1") District for Lots 1-9, Block 1, Royal Acres Subdivision; 43.33 acres out of Block 33, Stuart Place Subdivision Survey 139/297/298; 4.65 acres out of Block 27, Stuart Place Subdivision Survey 298; 3.5 acres out of Block 26, Stuart Place Subdivision Survey 298; the East 100 ft. of Lot 1, the West 255 ft. of Lot 1, and 0.1670 acres out of Lot 2, Glenn Subdivision, and Lots 1-26, Countryside Estates; and rezone from Not Designated ("N") District to General Retail ("GR") District for 1.0 acre out of Block 33, Stuart Place Subdivision Survey 139/297/298, all properties generally located west of Altas Palmas Road and north of Business 83, and south of Hughes Road and Drury Lane. Applicant: City of Harlingen. Motion carried unanimously.

10) Public hearing to consider an ordinance on first reading for a Specific Use Permit ("SUP") to allow a dance/reception hall (where alcohol is permitted) in a General Retail ("GR") District located at 302 North First Street, bearing a legal description of Lots 11 & 12, Block 26, Harlingen Original Townsite. Applicant: Mirna Trevino.

Mr. Davila stated the applicant wished to operate a dance/reception hall. The building was located in a General Retail District at 302 N. First Street. Ms. Mirna Trevino, applicant would not be selling any alcoholic beverage at the premises; however, customers could bring their own alcoholic beverages. At a previous City Commission meeting, approval was granted to

Ms. Trevino to use thirteen (13) parking spaces owned by the City to meet the parking requirement. The Planning and Zoning Commission along with the staff were recommending approval of the request. Ms. Trevino obtained an occupancy permit. The purpose of the specific use permit was to proceed with any required modifications subject to meeting all other city requirements.

a) Public Hearing

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against the item could do so.

Yolanda Shoffiet, 285 Altas Palmas, stated the applicant needed to abide by all City regulations.

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

b) Consider and take action to approve an ordinance on first reading for a Specific Use Permit to allow a dance/reception hall at the above described property.

Mr. Ozuna read the caption of the ordinance.

Motion was made by Commissioner Uhlhorn and seconded by Commissioner Leal to approve an ordinance on first reading for a Specific Use Permit ("SUP") to allow a dance/reception hall in a General Retail ("GR") District located at 302 North First Street, bearing a legal description of Lots 11 & 12, Block 26, Harlingen Original Townsite.

Mayor Boswell stated this place was not big enough to be a dance hall.

Mr. Davila stated this request was still in the initial process and was subject to all requirements by the respective departments. If the requirements were not met, than staff would recommend against it.

Commissioner Uhlhorn and Commissioner Leal amended their motion to limit the specific use permit to one year and waive the application fee.

Mayor Pro-Tem Mezmar inquired if there were any state regulations that applied to bringing alcohol into a premise.

Mr. Davila responded Ms. Trevino would have to comply with the Texas Alcoholic Beverage Commission regulations.

Motion carried unanimously.

11) Public hearing and take action to approve the preliminary re-plat of the proposed Thomas-Painter Subdivision, being a re-plat of 1.76 acres of land comprised of all of Lot 2, Block 1, Toland-Funk Subdivision; 0.77 acre out of Lot 1, Block 1, Toland Funk Subdivision, Unit No. 2; and all of Lot 1, Block 1, Kiskadee Court Subdivision, located on the south side of East Austin Avenue east of 1st Street. Applicant: Ferris, Flinn & Medina, c/o Tomas Steven.

Mr. Davila, Planning and Development Director presented a map and explained that the proposed subdivision consisted of a re-plat of three residential lots into two larger residential lots and the owners wished to subdivide the property to be incompliance because they were encroaching on each other's property and to have a clear deed. Harlingen Waterworks System provided the water and wastewater services these locations. The zoning designation was consistent with the surrounding areas. The easements would not be changed. He recommended approval of the request.

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against the item could do so.

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

Motion was made by Commissioner Uhlhorn and seconded by Mayor Pro-Tem Mezmar to approve the preliminary re-plat of the proposed Thomas-Painter Subdivision, being a re-plat of 1.76 acres of land comprised of all of Lot 2, Block 1, Toland-Funk Subdivision; 0.77 acre out of Lot 1, Block 1, Toland Funk Subdivision, Unit No. 2; and all of Lot 1, Block 1, Kiskadee Court Subdivision, located on the south side of East Austin Avenue east of 1st Street. Motion carried unanimously.

12) Consider and take action to approve a Street Overlay Project from funds left over from the General Fund Street Overlay Project for Fiscal Year 2015-2016.

Javier Mendez, City Engineer stated funds were left over from 2015-2016 General Fund Street Overlay Program. Staff conducted an onsite inspection of several streets and determined that there were some streets in need of repairs. The repairs consisted of adding geo-rid, flex-base material, and overlaying the street with 1.5 to 2.0 inches of asphalt. Streets for consideration were: Hughes Road - FM800 to Tamm Lane; Drury Lane - Tamm Lane to Altas Palmas; Queen Sago from Beckham Road to Stuart Place Road; and Beckham Road to the end of the street. He recommended that Hughes Road be selected from the list of streets to be reconstructed. The repairs would consist of paving the street only and no curb and gutter.

Dan Serna, City Manager stated staff was recommending Hughes Road because it is a caliche road that required a lot of labor to maintain.

Motion was made by Commissioner Leal and seconded by Commissioner de la Rosa to approve staff's recommendation to pave Hughes Road – FM 800 to Tamm Lane. Motion carried unanimously.

13) Board Appointments

Commissioner Uhlhorn

Reappointments

Shannon Harvil - Animal Shelter Advisory Committee
Sylvia Flores - Community Development Advisory Board
Tina Puente - Community Development Advisory Board
William "Bud" O'Rear Construction Board of Adjustments
Bill Holloman – Construction Board of Adjustments
Frank Hale - Downtown Improvement District Board

Daniel Araiza - Golf Course Advisory Board
Yvonne Gonzales - Library Advisory Board
Joe Garza Jr. - Museum Advisory Board
Kenneth Prueau - Parks Advisory Board
Donald W. Haire - Planning & Zoning Advisory Board
Robert Salmeron - Senior Citizens Advisory Board
Julie Ann Ezell-Perez - Senior Citizens Advisory Board
Rod Snell - Tennis Advisory Board
John G. Grimes - Veterans Advisory Board
Michael Allex - Zoning Board of Adjustments

New Appointment

Mickey Boland - Development Corporation of Harlingen, Inc.

Mayor Boswell

Rolando Rubiano - Airport Board (New Appointment)

Motion was made by Commissioner Leal and seconded by Mayor Pro-Tem Mezmar to approve the new appointment and re-appointments of the above mentioned individuals to the respective boards. Motion carried unanimously.

14) Executive Session pursuant to Chapter 551, Subchapter D.V.T.C.A., Government Code Sections 551.087 and 551.071 regarding commercial and financial information from business prospects with which the Harlingen City Commission and Economic Development Corporation of Harlingen, Inc. is conducting economic development negotiations and/or to discuss pending negotiations with a business prospect known as ***Project Henhouse*** and to seek legal advice from the City Attorney regarding this subject.

At 6:10 p.m. Mayor Boswell announced the City Commission would convene into executive session to discuss Item #14.

Motion was made by Commissioner Leal and seconded by Commissioner de la Rosa to convene into executive session to discuss Item #14. Motion carried unanimously.

At 6:21 p.m. Mayor Boswell announced the City Commission had completed its executive session and declared the meeting open to the public.

15) Discuss and consider approval of a Development Agreement between the Development Corporation of Harlingen Incorporation and Project Henhouse.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Leal to approve the Development Agreement between the Development Corporation of Harlingen, Inc. and Project Henhouse. Motion carried unanimously.

16) Citizen Communication

Passed

DRAFT

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

CITY OF HARLINGEN

_____
Chris Boswell, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

DRAFT

2a)

ORDINANCE NO. 16 –___

AN ORDINANCE REPEALING ORDINANCE NO.98-58 REGARDING SCHOOL ZONES SPEED LIMITS, AND ADOPTING A NEW ORDINANCE DESIGNATING SCHOOL ZONES, ADOPTING MANUAL OF UNIFORM TRAFFIC CONTROL DESIGN (MUTCD) STANDARDS, ESTABLISHING A 20 MPH SPEED LIMIT IN ALL SCHOOL ZONES; ESTABLISHING DAYS AND TIMES OF OPERATIONS; AND ESTABLISHING A FINE NOT TO EXCEED $200.00 FOR VIOLATION OF THE PROVISIONS HEREOF; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That Ordinance No. 98-58 is hereby repealed.

SECTION II: That there are hereby established 20 mile per hour speed limit school zones at the locations described in the maps attached hereto collectively as Exhibit "A" on school days at elementary schools between the hours of 6:45 to 8:30 a.m. and 2:50 to 4:30 p.m. and at secondary schools between the hours of 6:45 – 8:30 a.m. and 3:15 – 4:30 p.m.

SECTION III: The City of Harlingen, Texas hereby adopts the Texas Manual on Uniform Traffic Control Devices, (MUTCD) standards and shall govern the type and placement of signs to create consistency throughout the City.

SECTION IV: That the Chief of Police of the City of Harlingen, Texas is hereby authorized and directed to post signs designating the school zones herein authorized.

SECTION V: That the driver of any motor vehicle who exceeds the speed limits imposed by the Ordinance shall be guilty of an offense and upon conviction shall be fined in an amount not to exceed $200.00.

SECTION VI: That the City Secretary of the City of Harlingen, Texas is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance to be published in a newspaper having general circulation in the City of Harlingen, Cameron County, Texas.

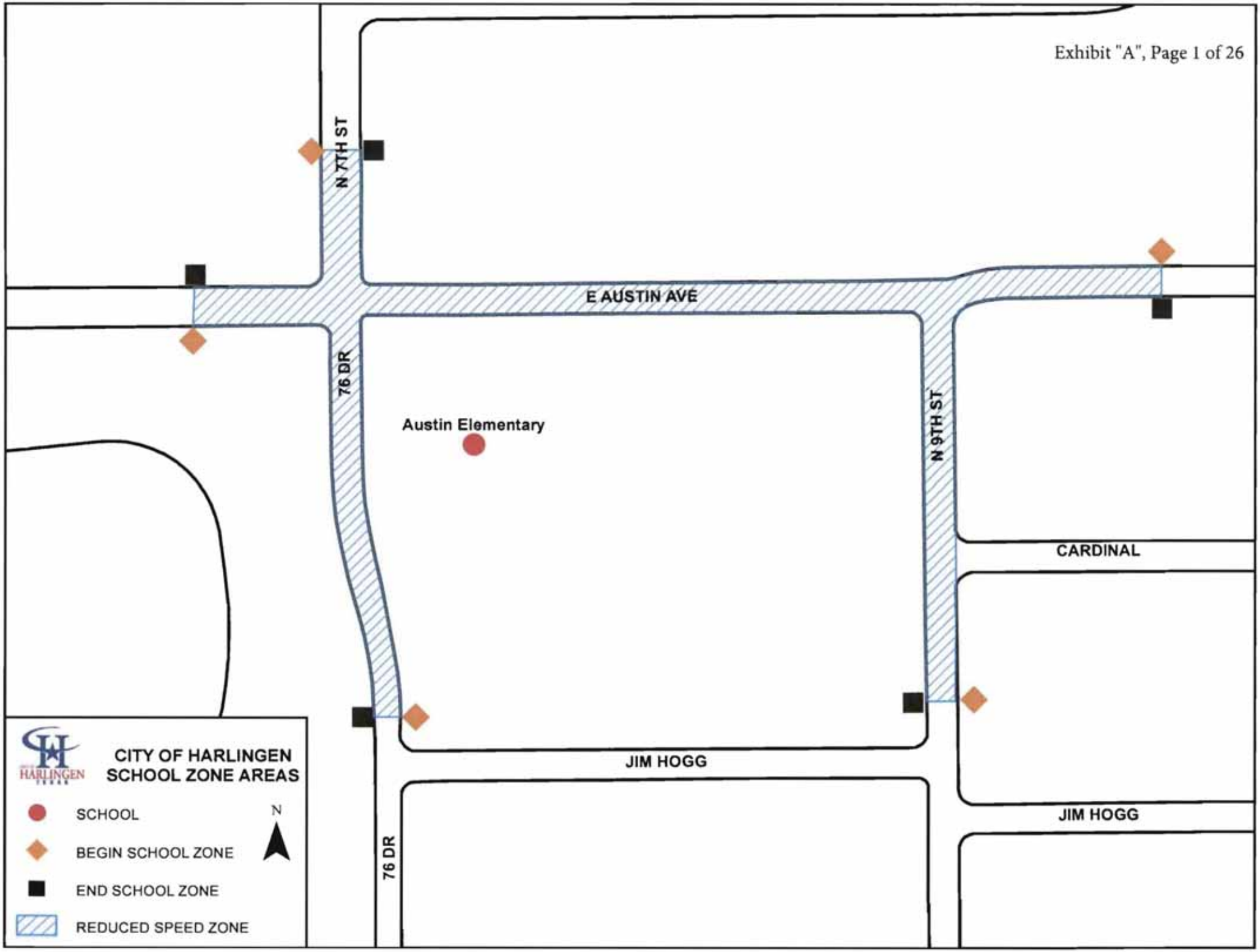
FINALLY ENACTED THIS ___day of _____, 2016 at a regular meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Chris Boswell, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary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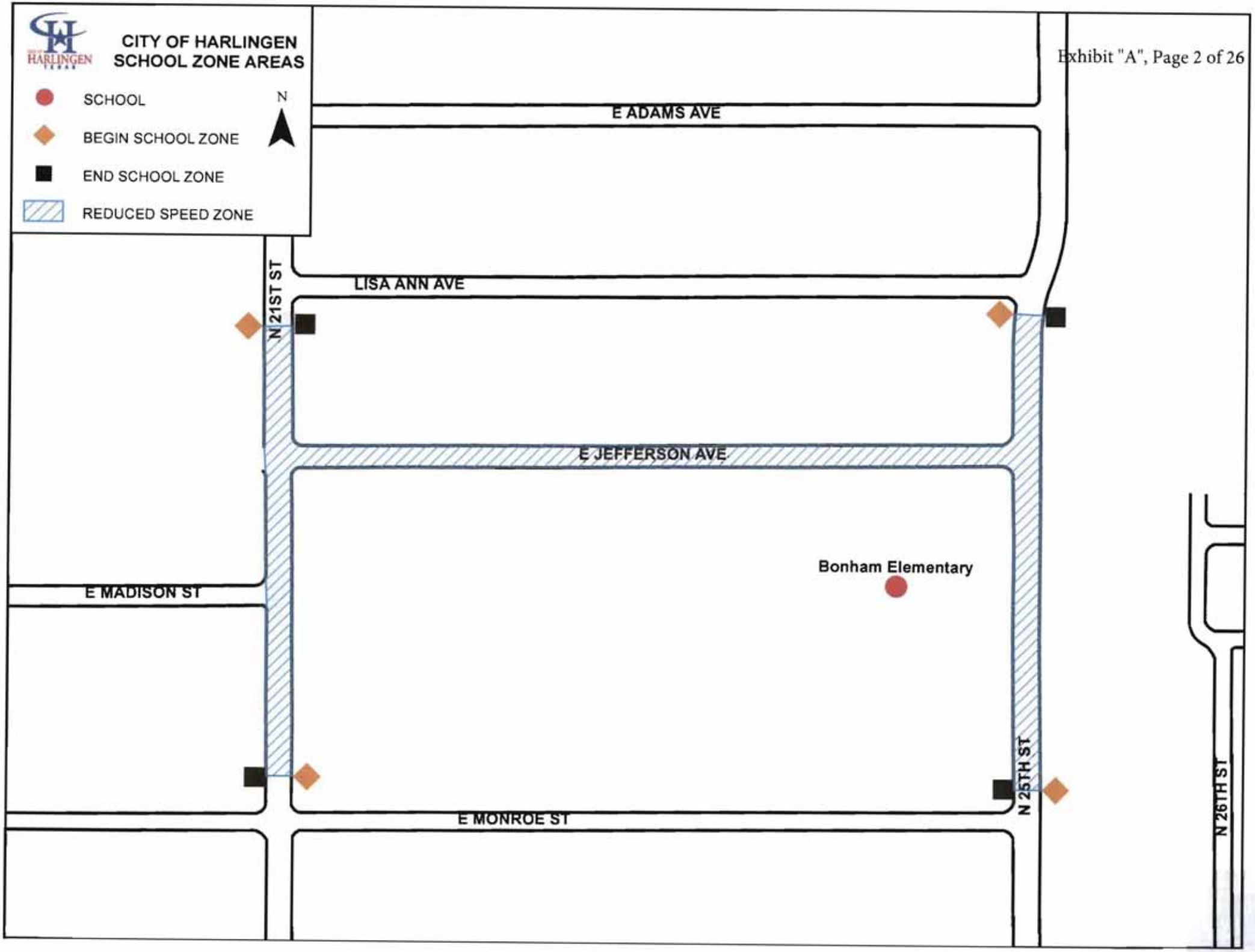
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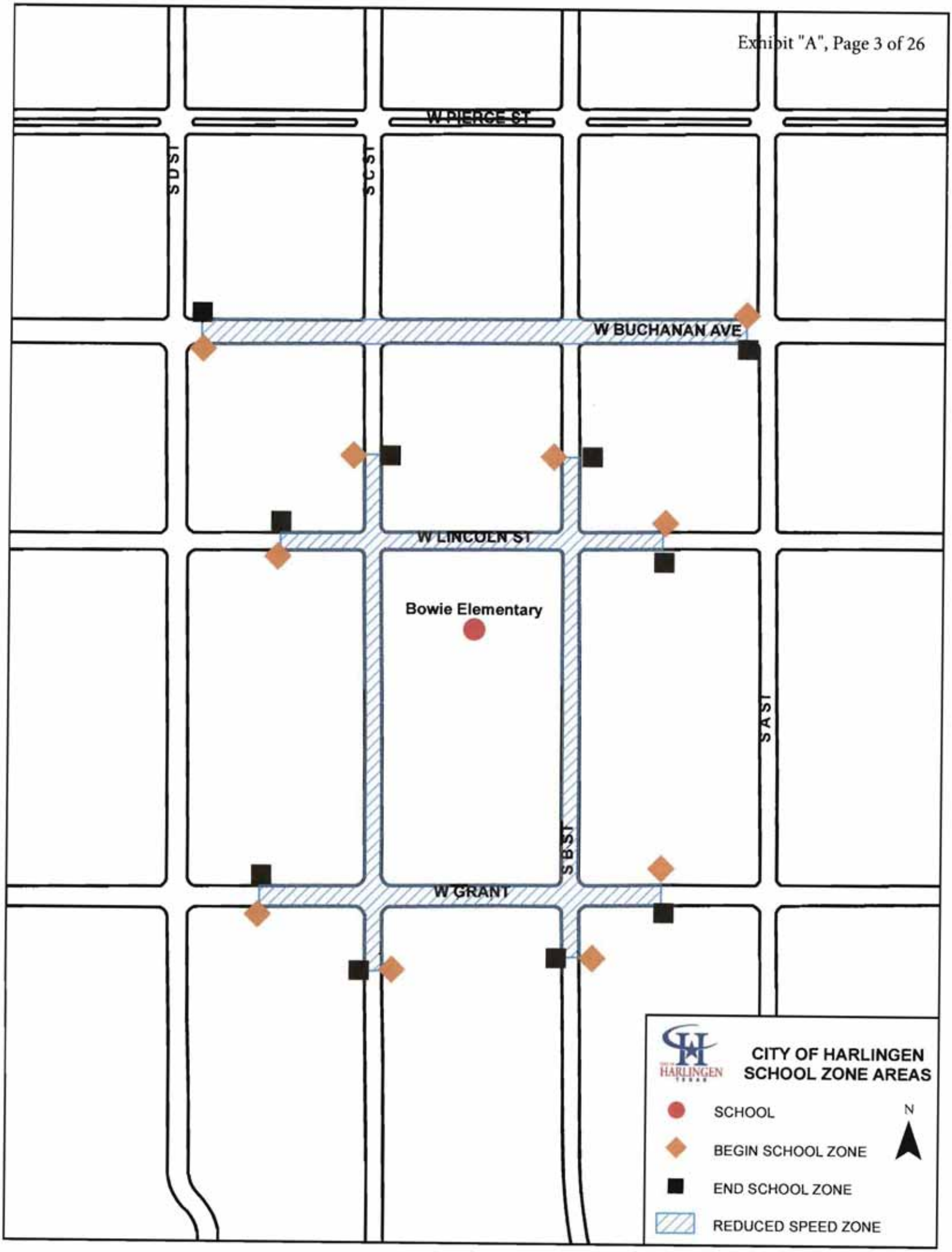
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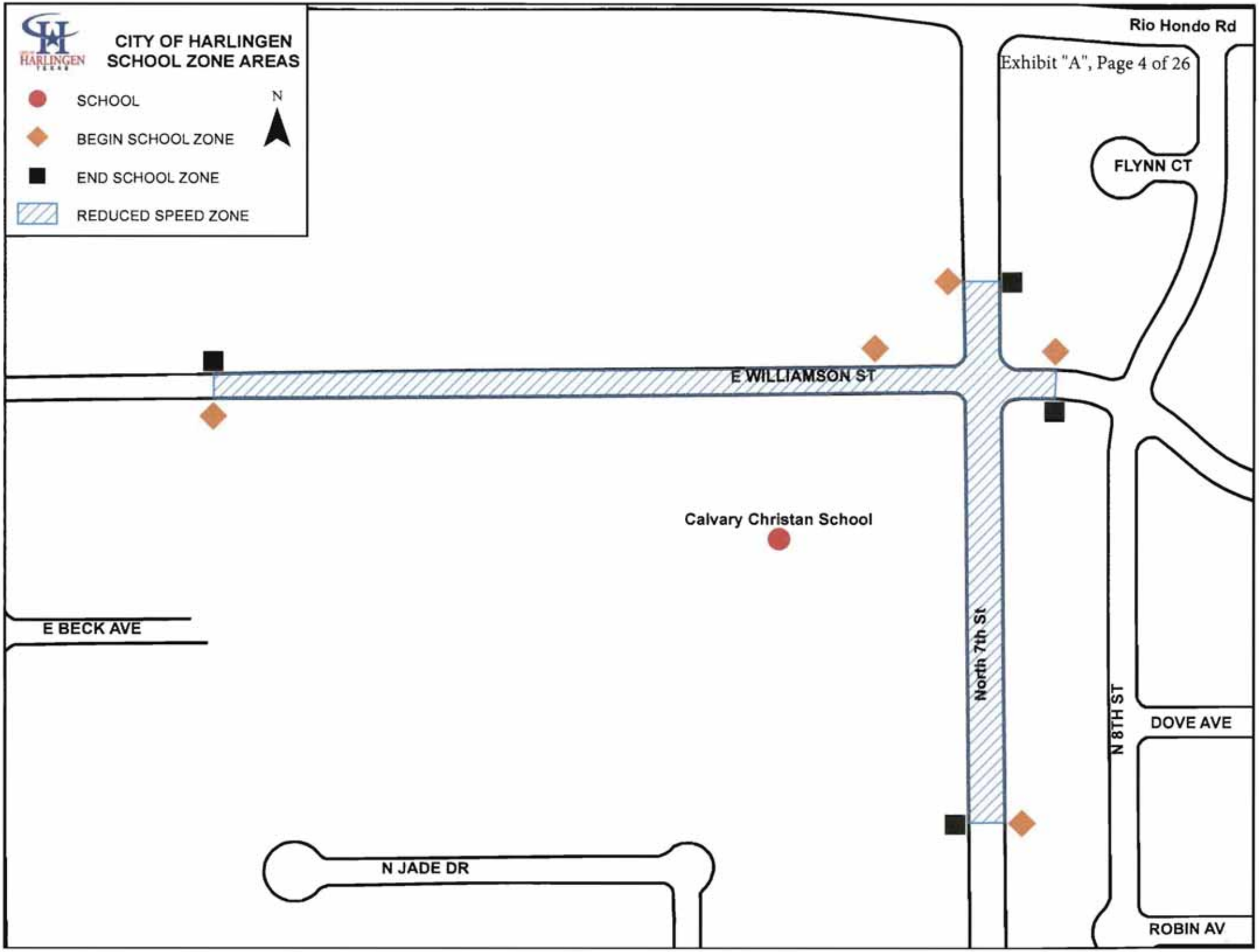
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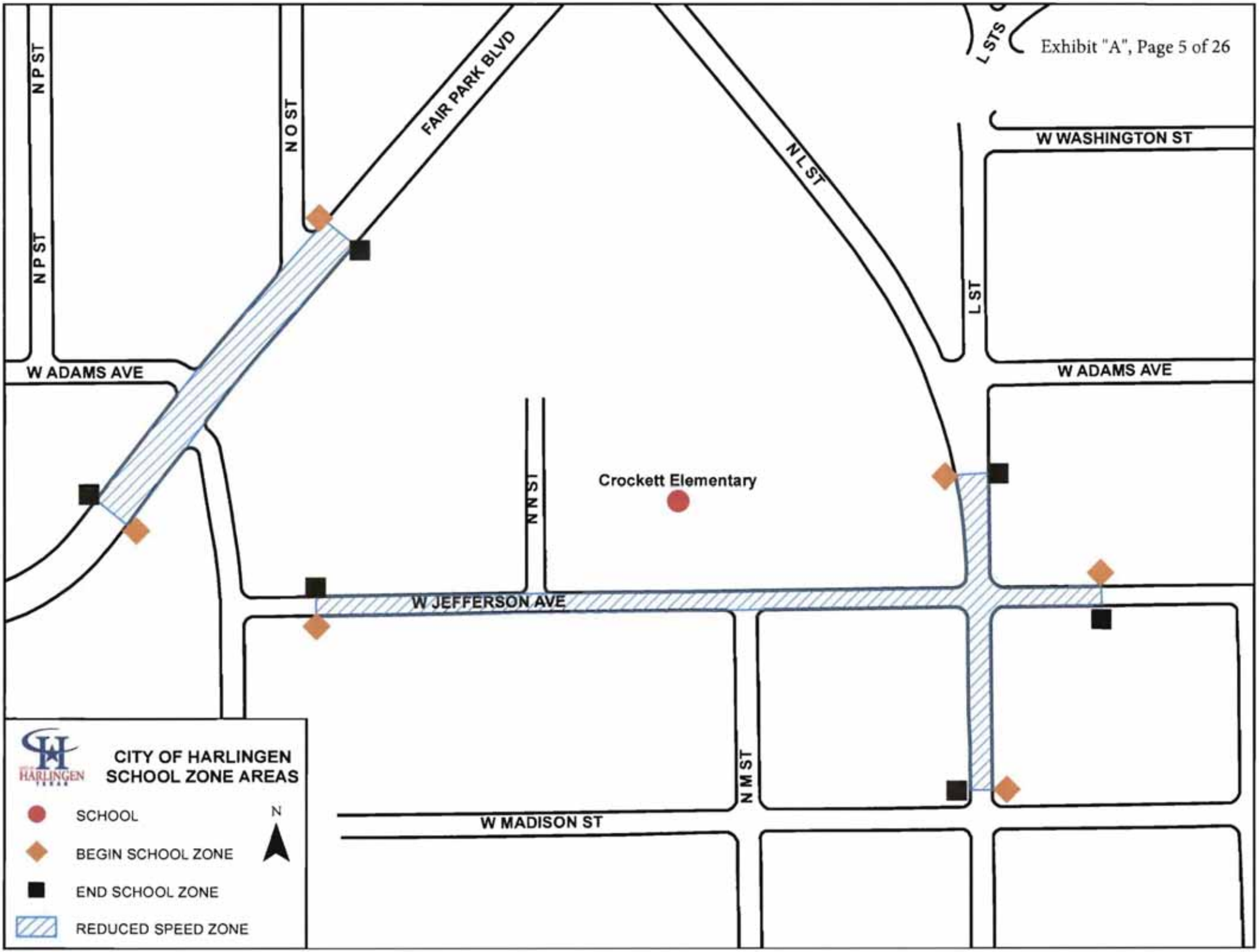
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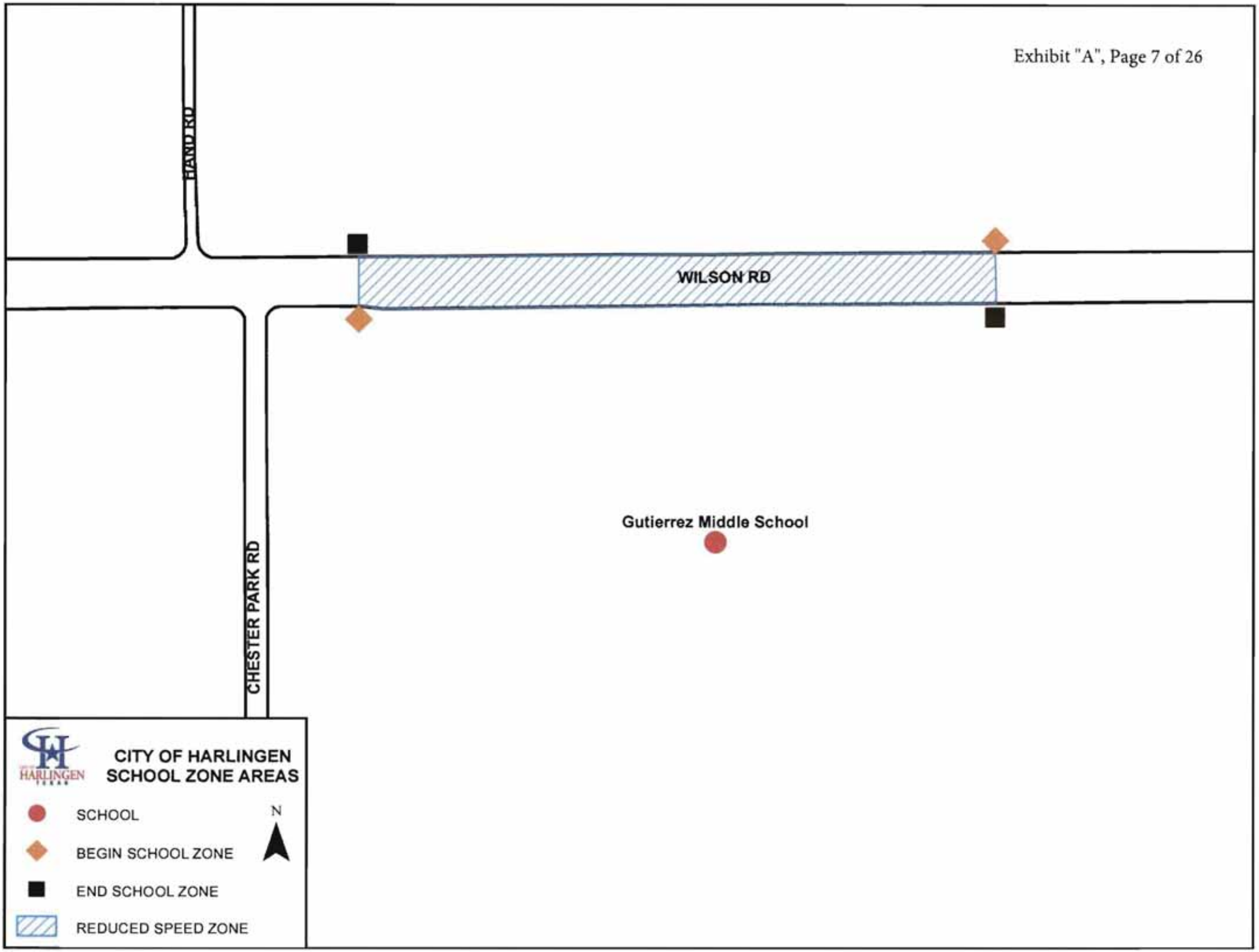
W ADAMS AVE
W ADAMS AVE
N N ST
Crockett Elementary
W JEFFERSON AVE
N M ST
W MADISON ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N

LOZANO ST
Dr. Cano Freshman Acadamy
SUNSET DR
N K ST
NEW ORLEANS BASIN CIR
BASIN ST
VIRGINIA ST
N SUNSET DR
LAFAYETTE AVE
SUNSET DR
N S ST
N L ST
N O ST
SUNSET CIR
TEEGE RD
N Q ST
N P ST
N O ST
FAIR PARK BLVD
N T ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


HAND RD
WILSON RD
CHESTER PARK RD
Gutierrez Middle School
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
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END SCHOOL ZONE
REDUCED SPEED ZONE
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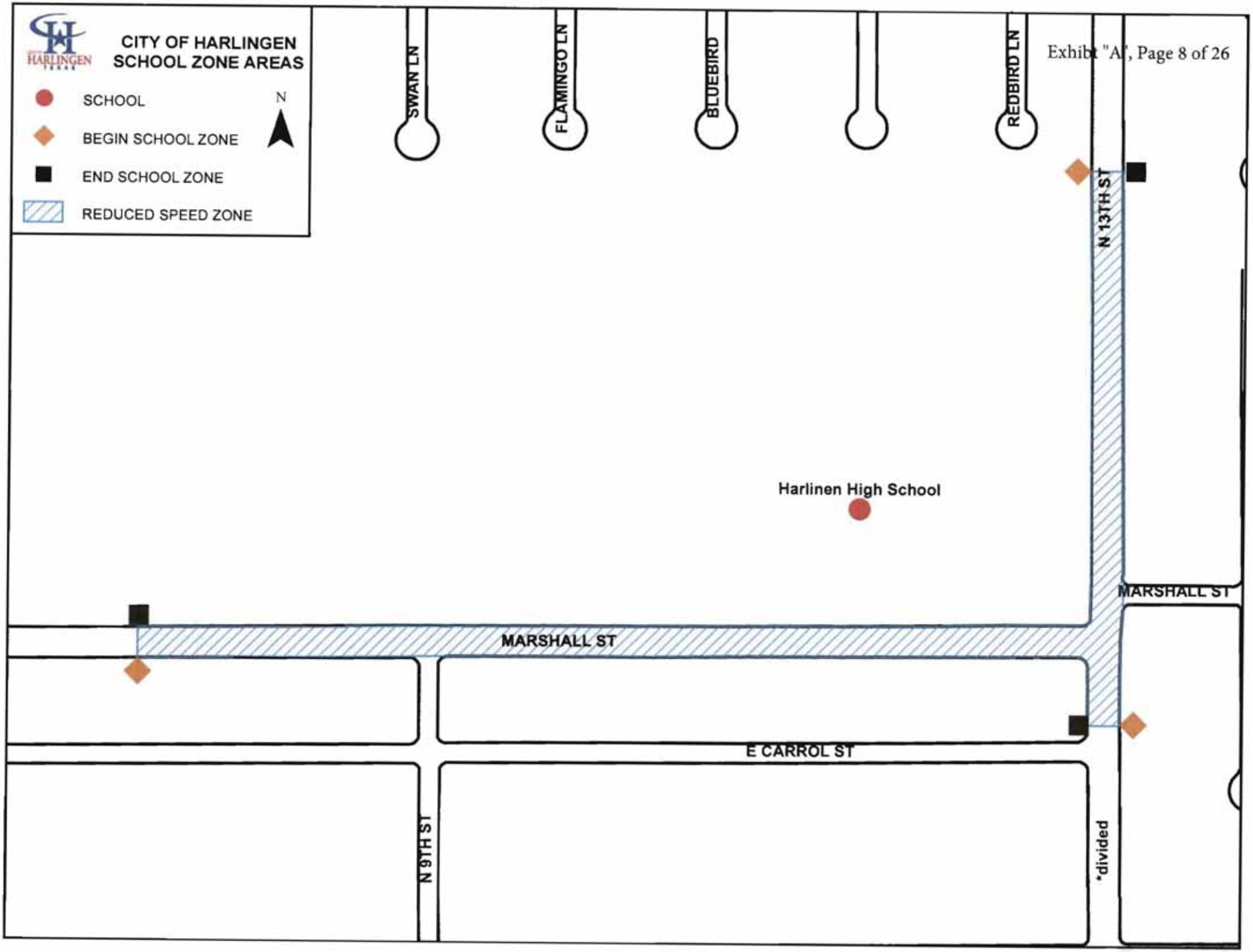
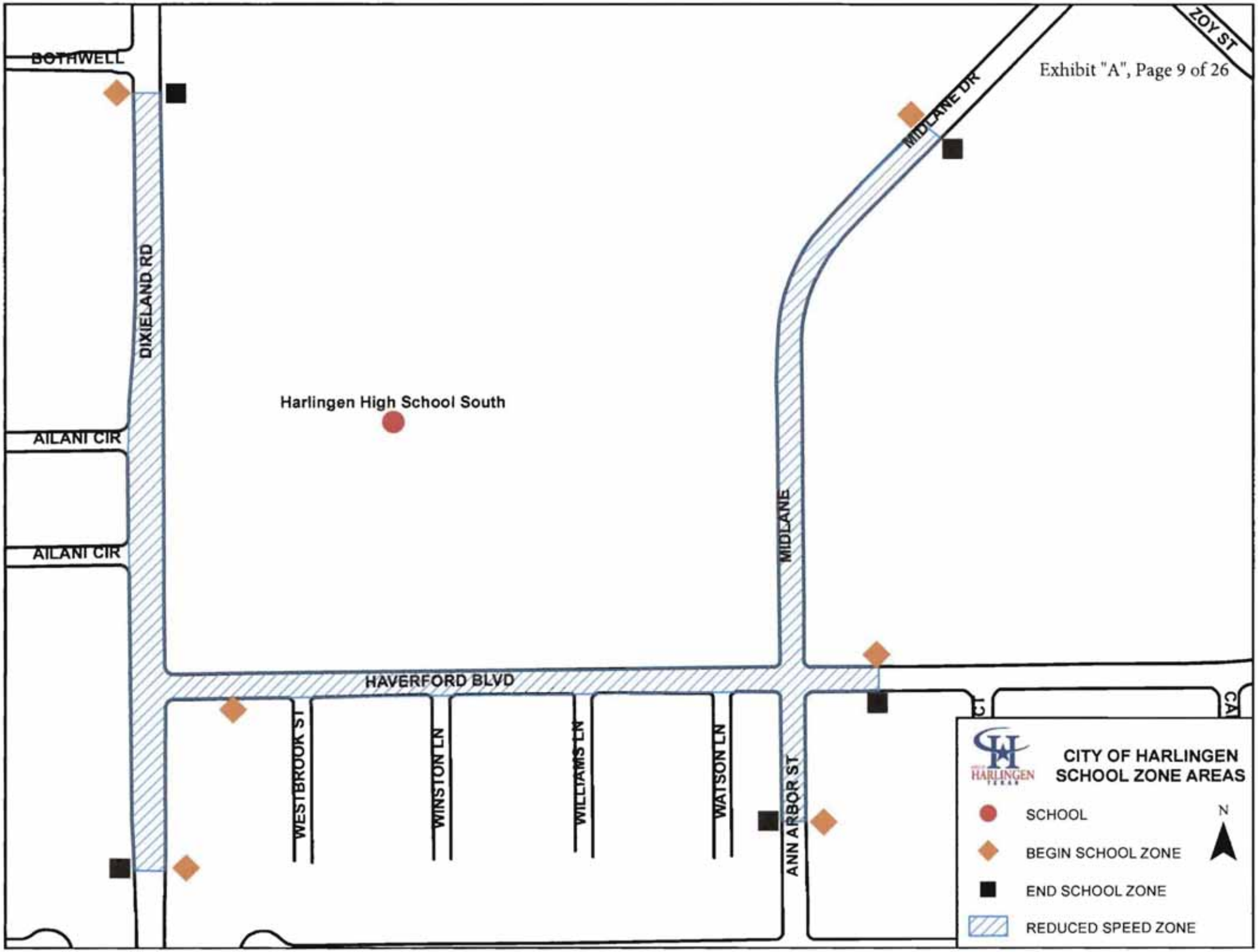
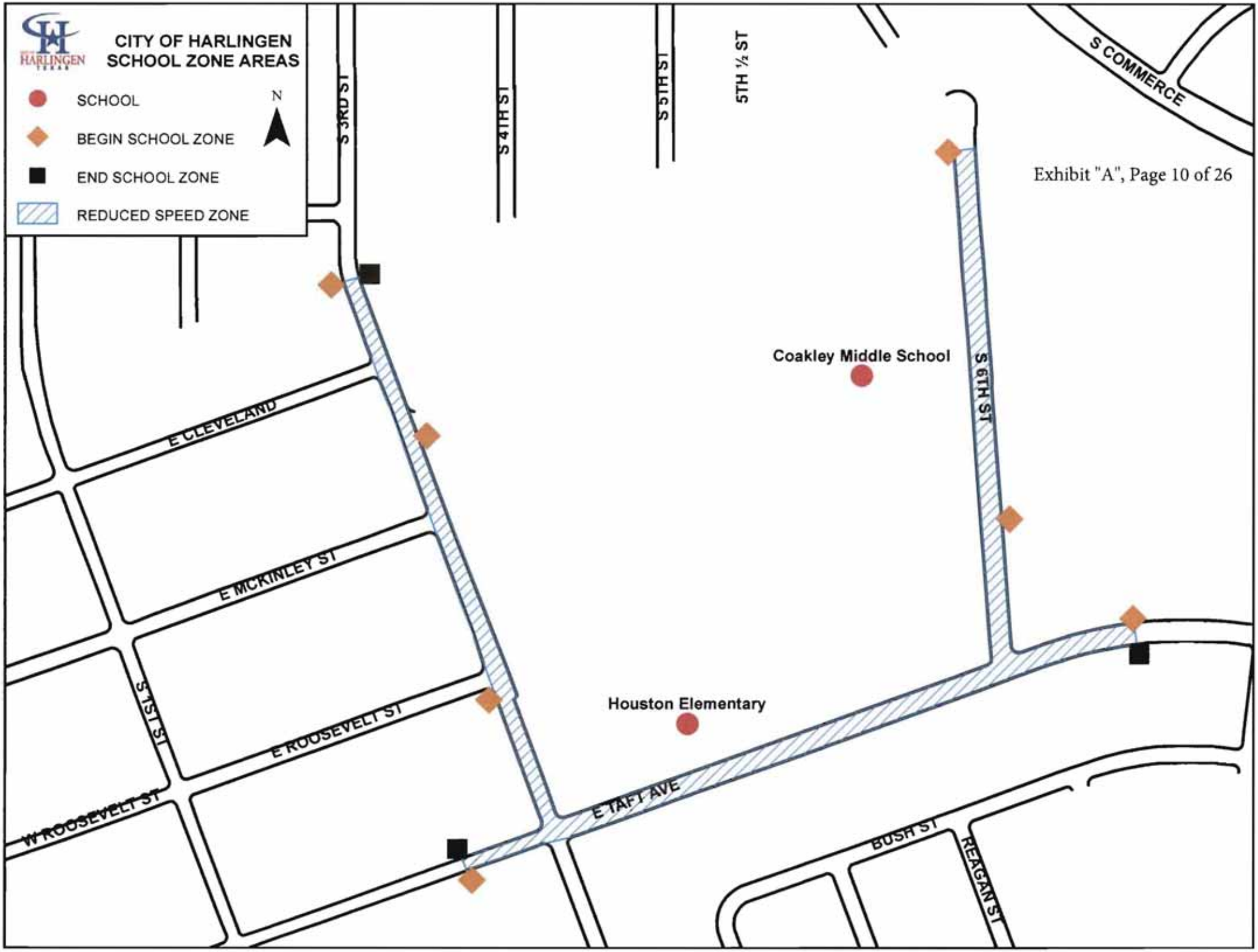
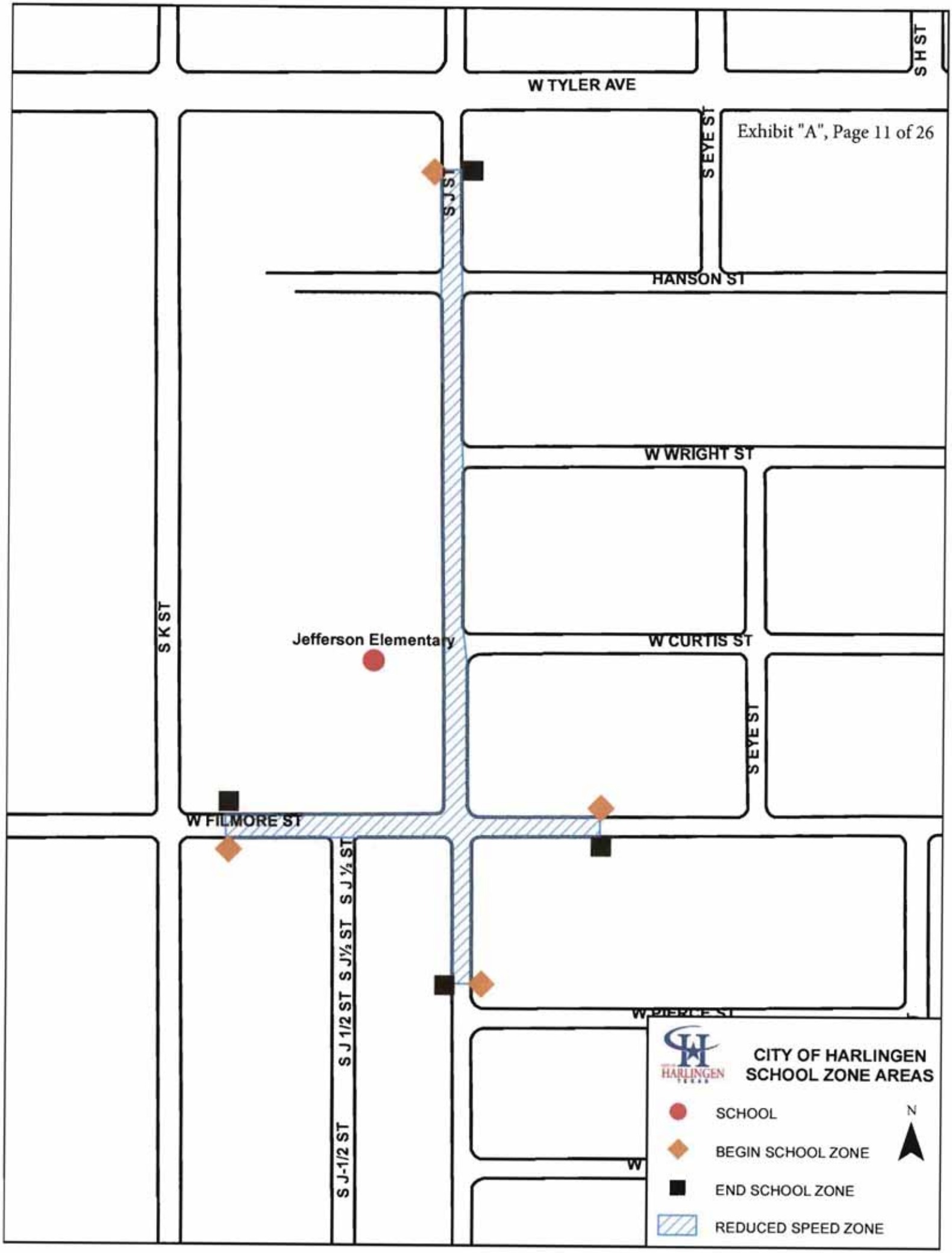

CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N
SWAN LN
FLAMINGO LN
BLUEBIRD
REDBIRD LN
N 13TH ST
Harlinen High School
MARSHALL ST
MARSHALL ST
E CARROL ST
N 9TH ST
*divided


BOTHWELL
DIXIELAND RD
AILANI CIR
AILANI CIR
Harlingen High School South
HAVERFORD BLVD
WESTBROOK ST
WINSTON LN
WILLIAMS LN
WATSON LN
ANN ARBOR ST
MIDLANE
MIDLANE DR
ZOY ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N
S 3RD ST
S 4TH ST
S 5TH ST
5TH ½ ST
S COMMERCE
Exhibit "A", Page 10 of 26
Coakley Middle School
S 6TH ST
E CLEVELAND
E MCKINLEY ST
S 1ST ST
E ROOSEVELT ST
W ROOSEVELT ST
Houston Elementary
E TAFT AVE
BUSH ST
REAGAN ST


W TYLER AVE
S H ST
S EYE ST
S J ST
HANSON ST
W WRIGHT ST
S K ST
Jefferson Elementary
W CURTIS ST
S EYE ST
W FILMORE ST
S J ½ ST
S J½ ST
S J 1/2 ST
S J-1/2 ST
W PIERCE ST
W
CITY OF HARLINGEN
SCHOOL ZONE AREAS
HARLINGEN
SCHOOL
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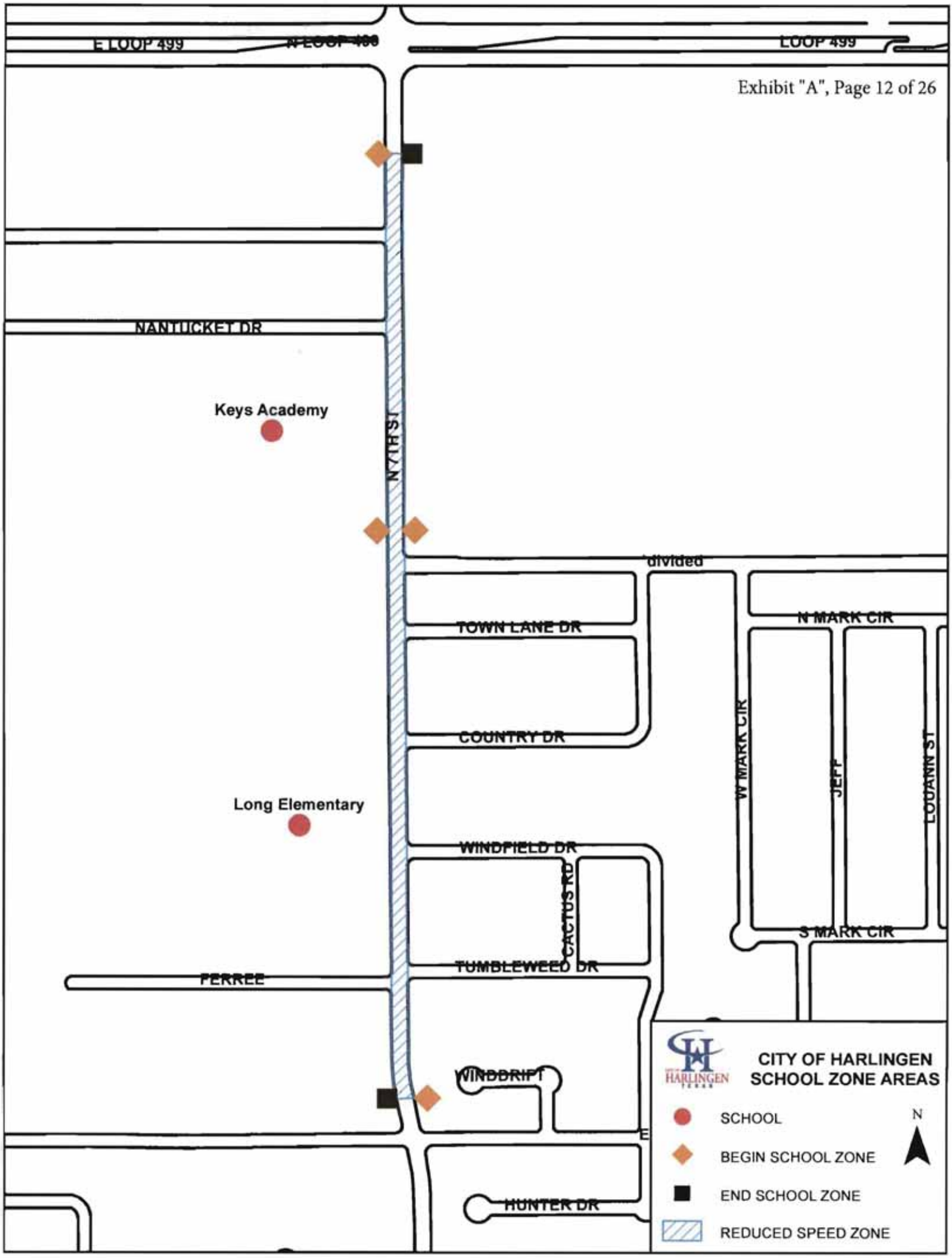
E LOOP 499
N LOOP 499
LOOP 499
NANTUCKET DR
Keys Academy
N 77TH ST
divided
TOWN LANE DR
N MARK CIR
COUNTRY DR
W MARK CIR
JEFF
LOUANN ST
Long Elementary
WINDFIELD DR
CACTUS RD
S MARK CIR
TUMBLEWEED DR
FERREE
WINDDRIFT
HUNTER DR
CITY OF HARLINGEN
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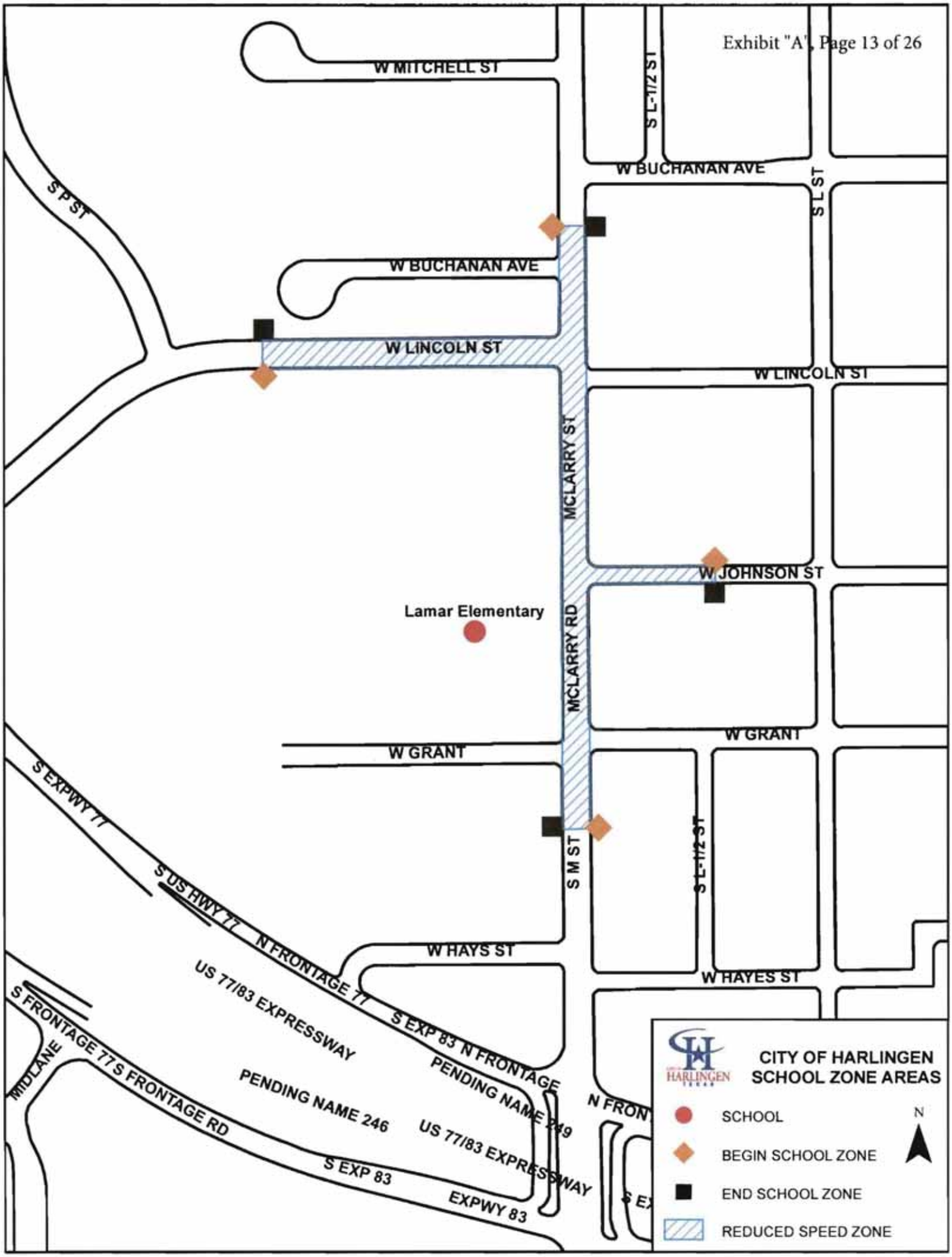
W MITCHELL ST
S L-1/2 ST
W BUCHANAN AVE
S L ST
S P ST
W BUCHANAN AVE
W LINCOLN ST
W LINCOLN ST
MCLARRY ST
W JOHNSON ST
Lamar Elementary
MCLARRY RD
W GRANT
W GRANT
S EXPWY 77
S US HWY 77
N FRONTAGE 77
S M ST
S L-1/2 ST
W HAYS ST
W HAYES ST
US 77/83 EXPRESSWAY
S EXP 83 N FRONTAGE
S FRONTAGE 77 S FRONTAGE RD
MIDLANE
PENDING NAME 246
PENDING NAME 249
US 77/83 EXPRESSWAY
S EXP 83
EXPWY 83
N FRON
S EX
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
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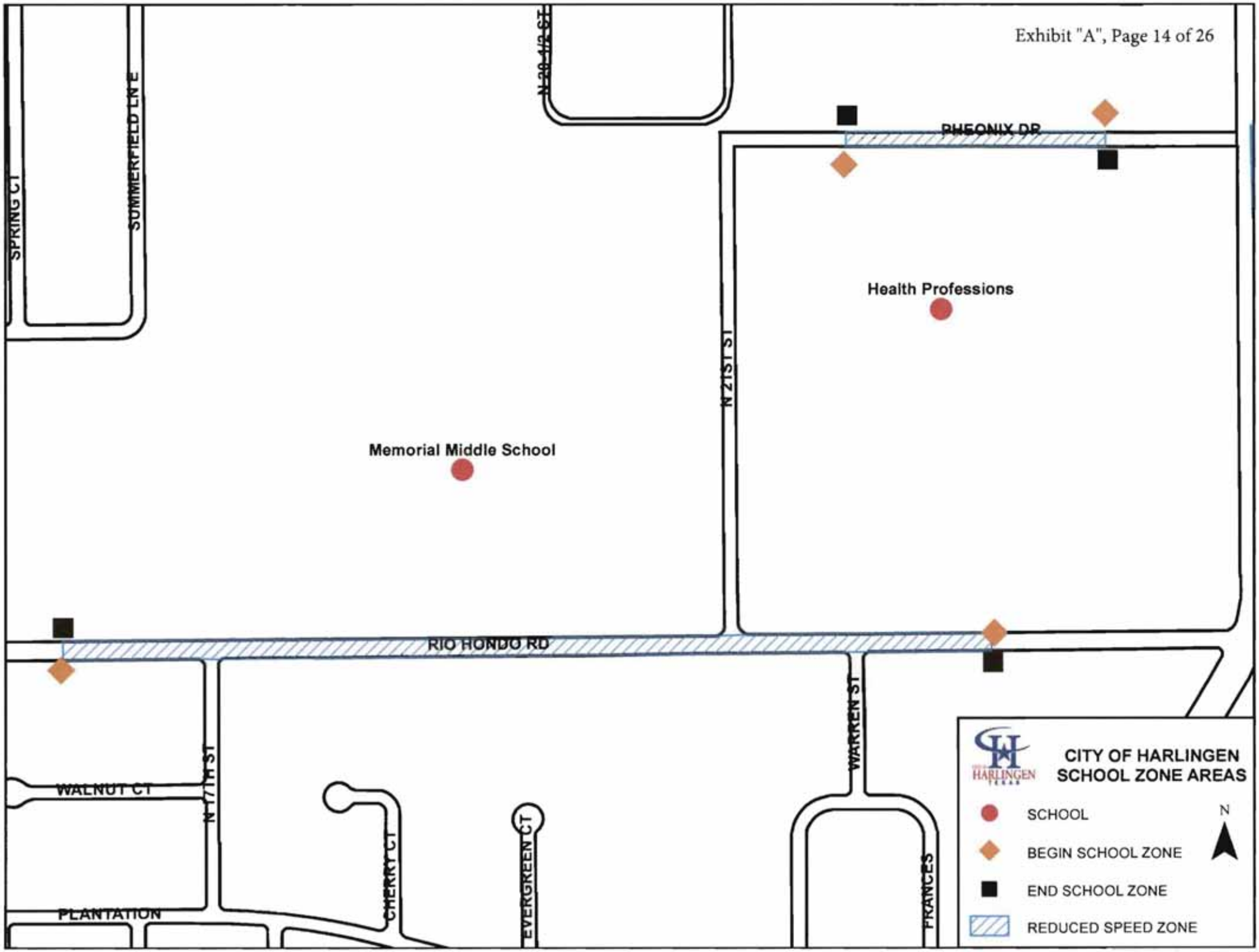
SPRING CT
SUMMERFIELD LN E
N 20 1/2 ST
PHEONIX DR
Health Professions
N 21ST ST
Memorial Middle School
RIO HONDO RD
WALNUT CT
N 17TH ST
CHERRY CT
EVERGREEN CT
WARREN ST
FRANCES
PLANTATION
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
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END SCHOOL ZONE
REDUCED SPEED ZONE
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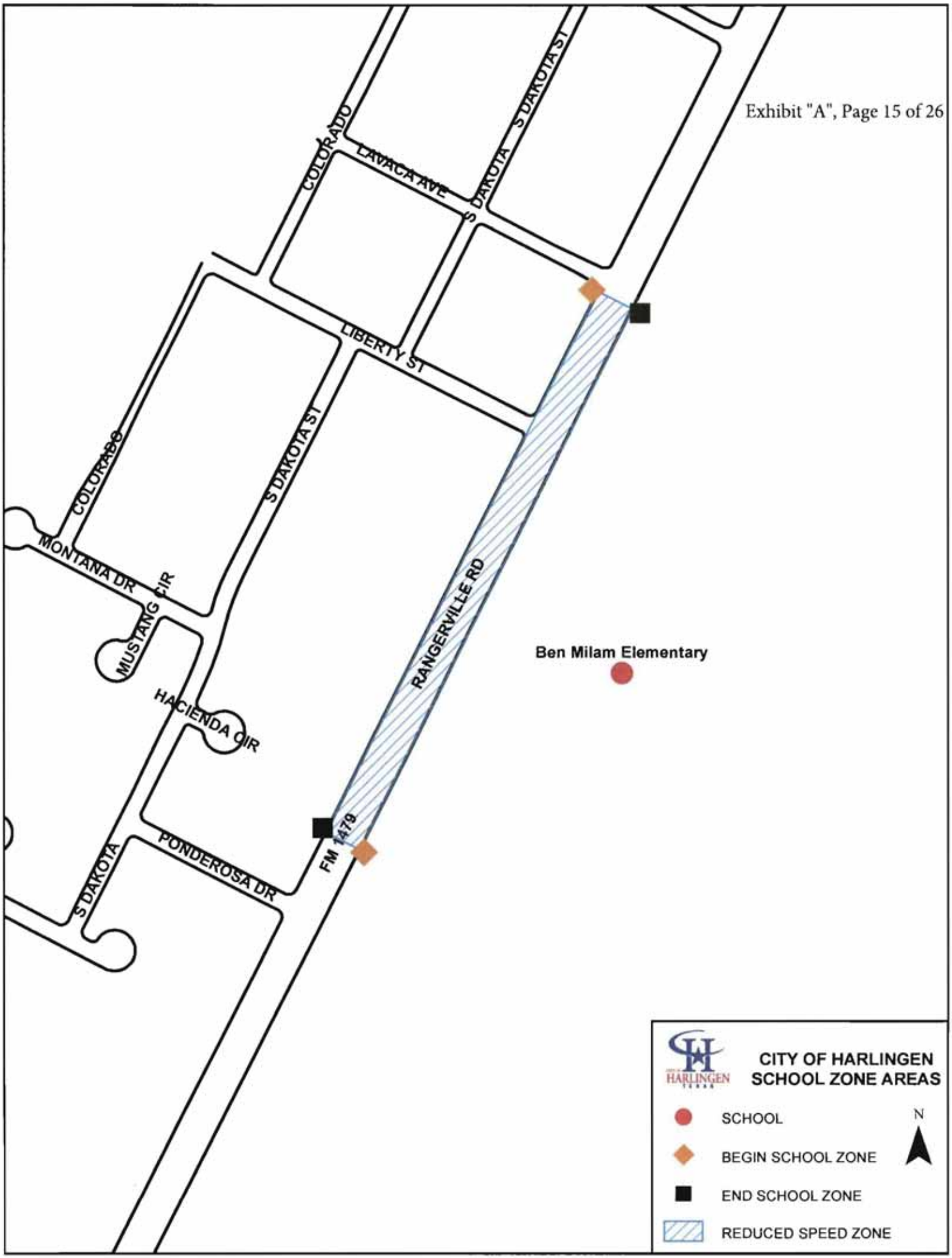
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LAVACA AVE
S DAKOTA
S DAKOTA ST
LIBERTY ST
COLORADO
S DAKOTA ST
MONTANA DR
MUSTANG CIR
HACIENDA CIR
RANGERVILLE RD
Ben Milam Elementary
FM 1479
PONDEROSA DR
S DAKOTA
CITY OF HARLINGEN
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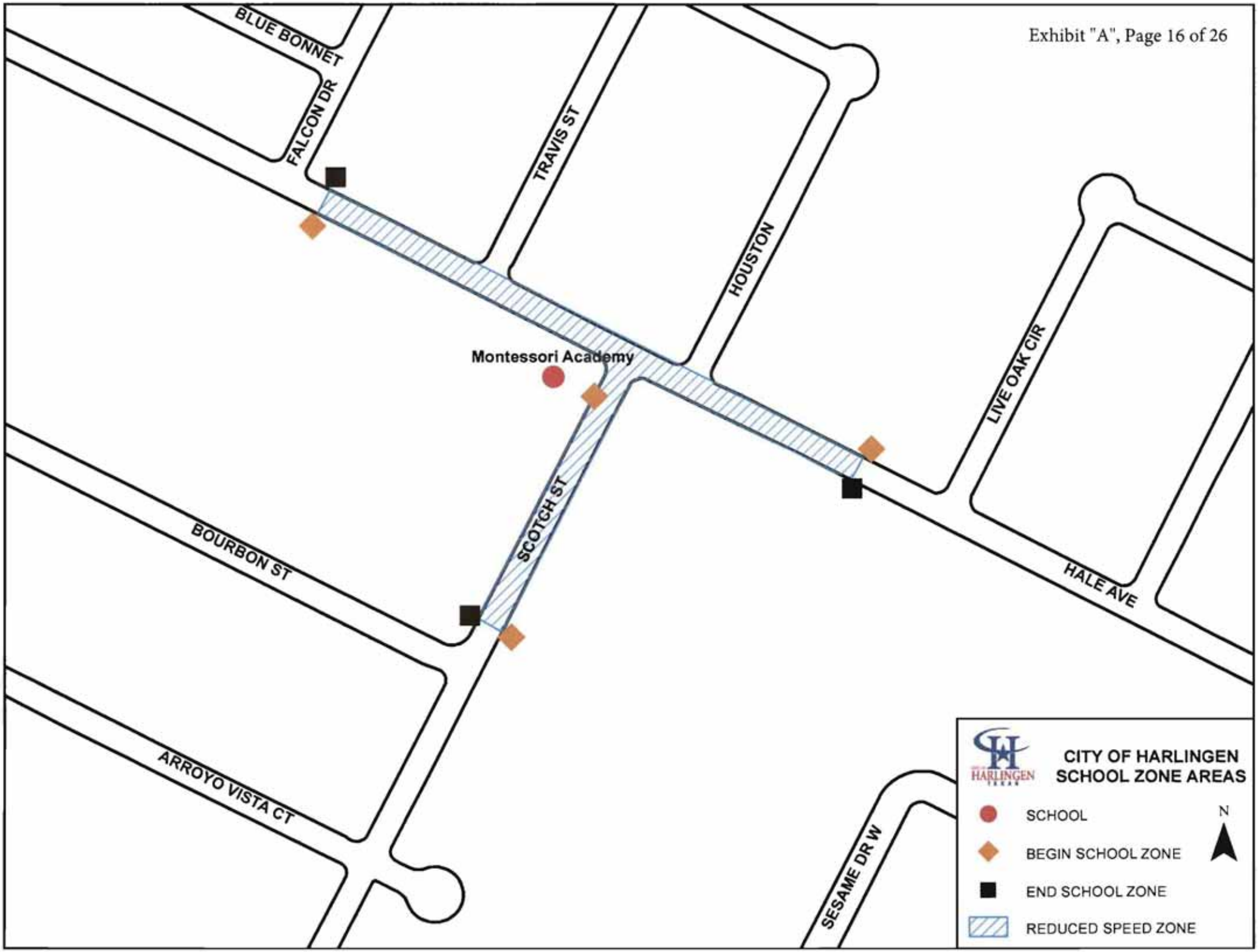
BLUE BONNET
FALCON DR
TRAVIS ST
HOUSTON
LIVE OAK CIR
Montessori Academy
SCOTCH ST
BOURBON ST
HALE AVE
ARROYO VISTA CT
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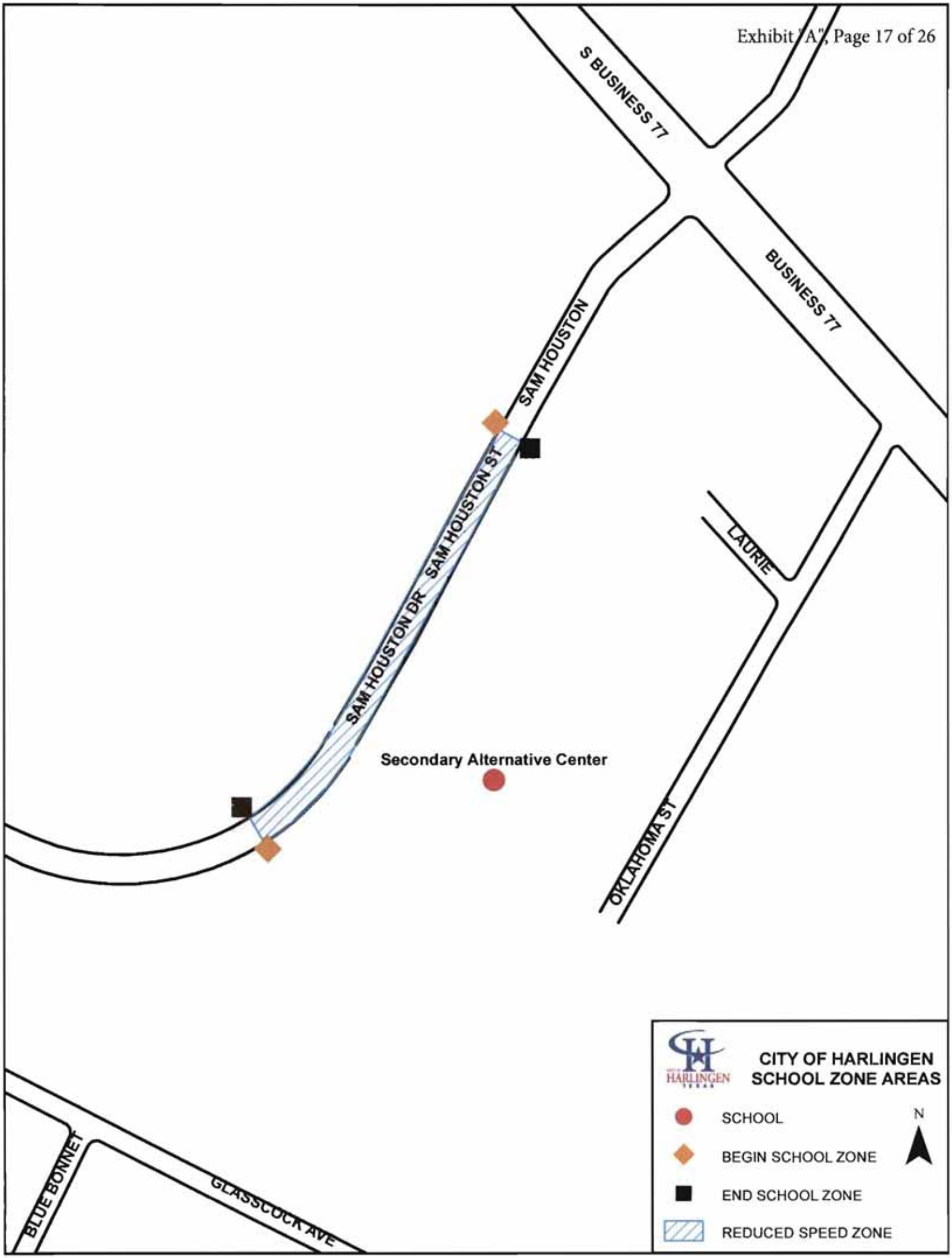
S BUSINESS 77
BUSINESS 77
SAM HOUSTON
SAM HOUSTON ST
SAM HOUSTON DR
LAURIE
Secondary Alternative Center
OKLAHOMA ST
BLUE BONNET
GLASSCOCK AVE
CITY OF HARLINGEN
SCHOOL ZONE AREAS
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END SCHOOL ZONE
REDUCED SPEED ZONE
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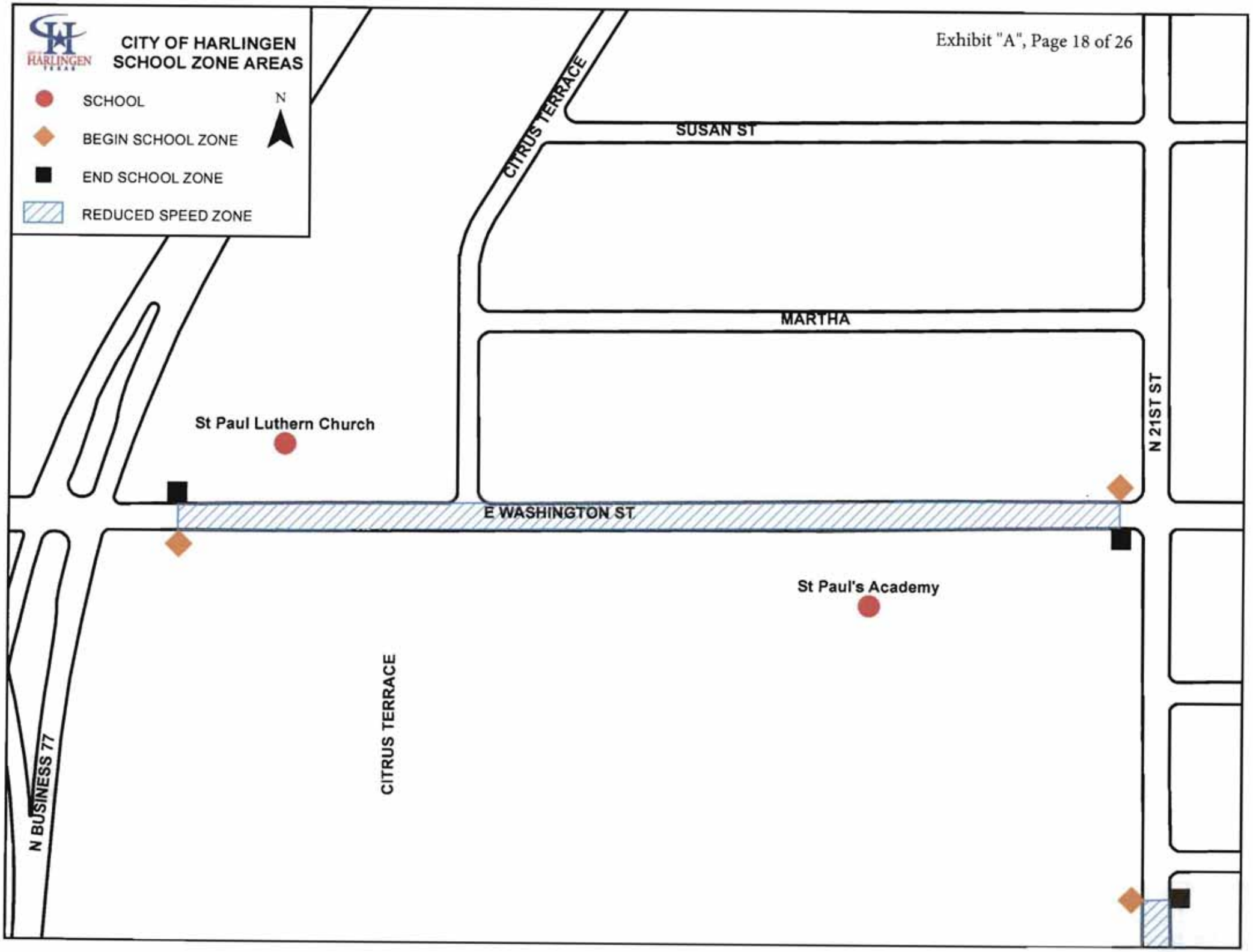
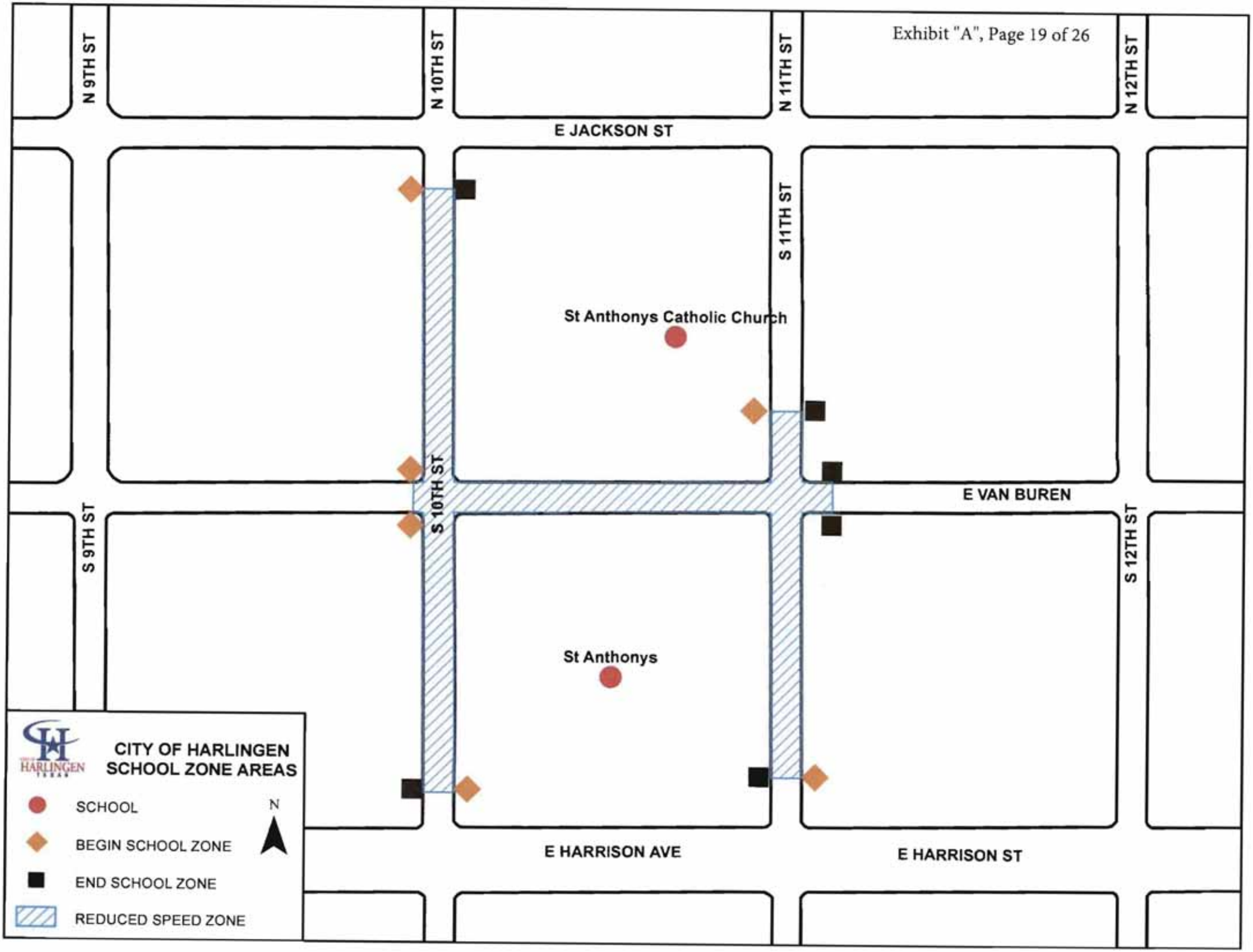
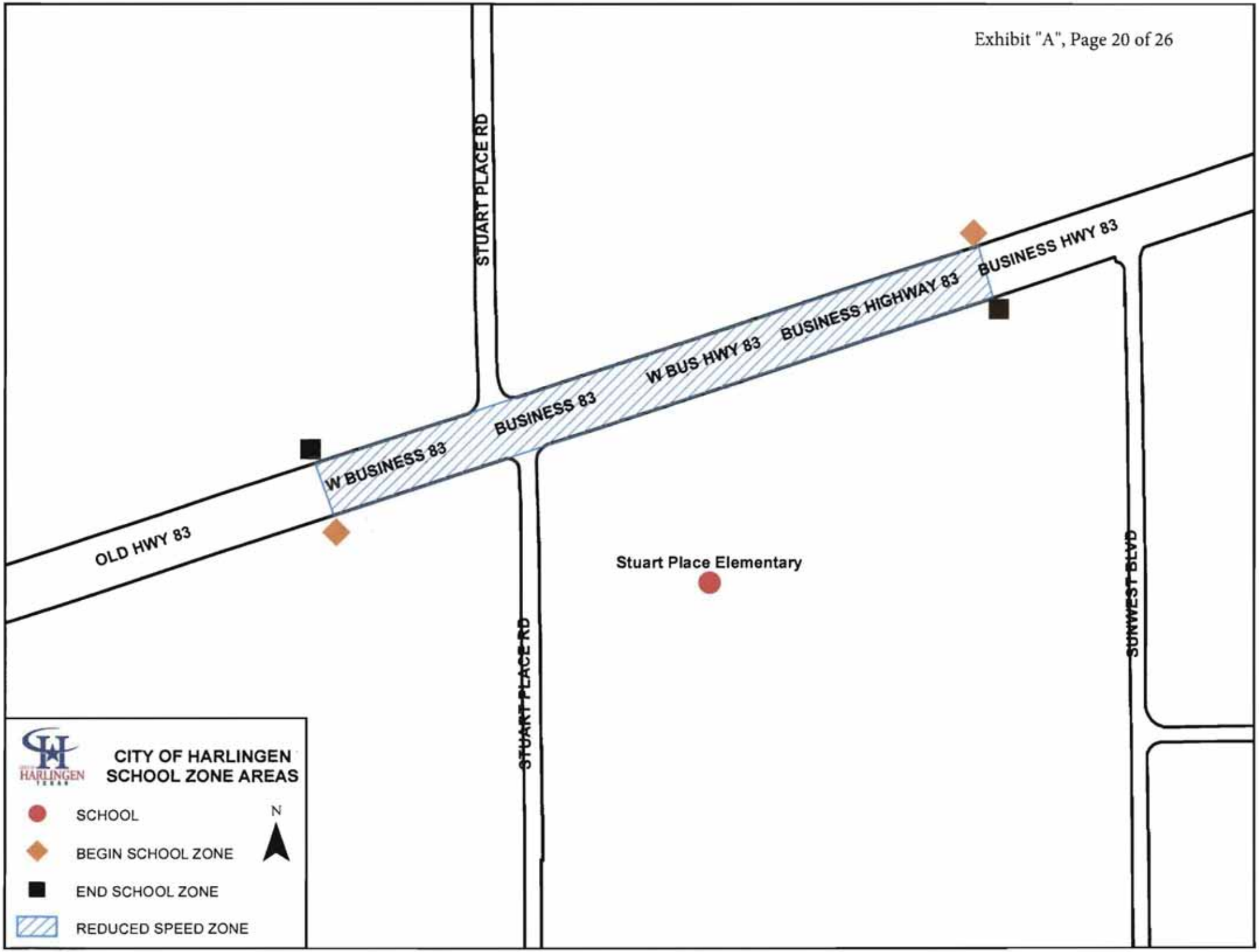
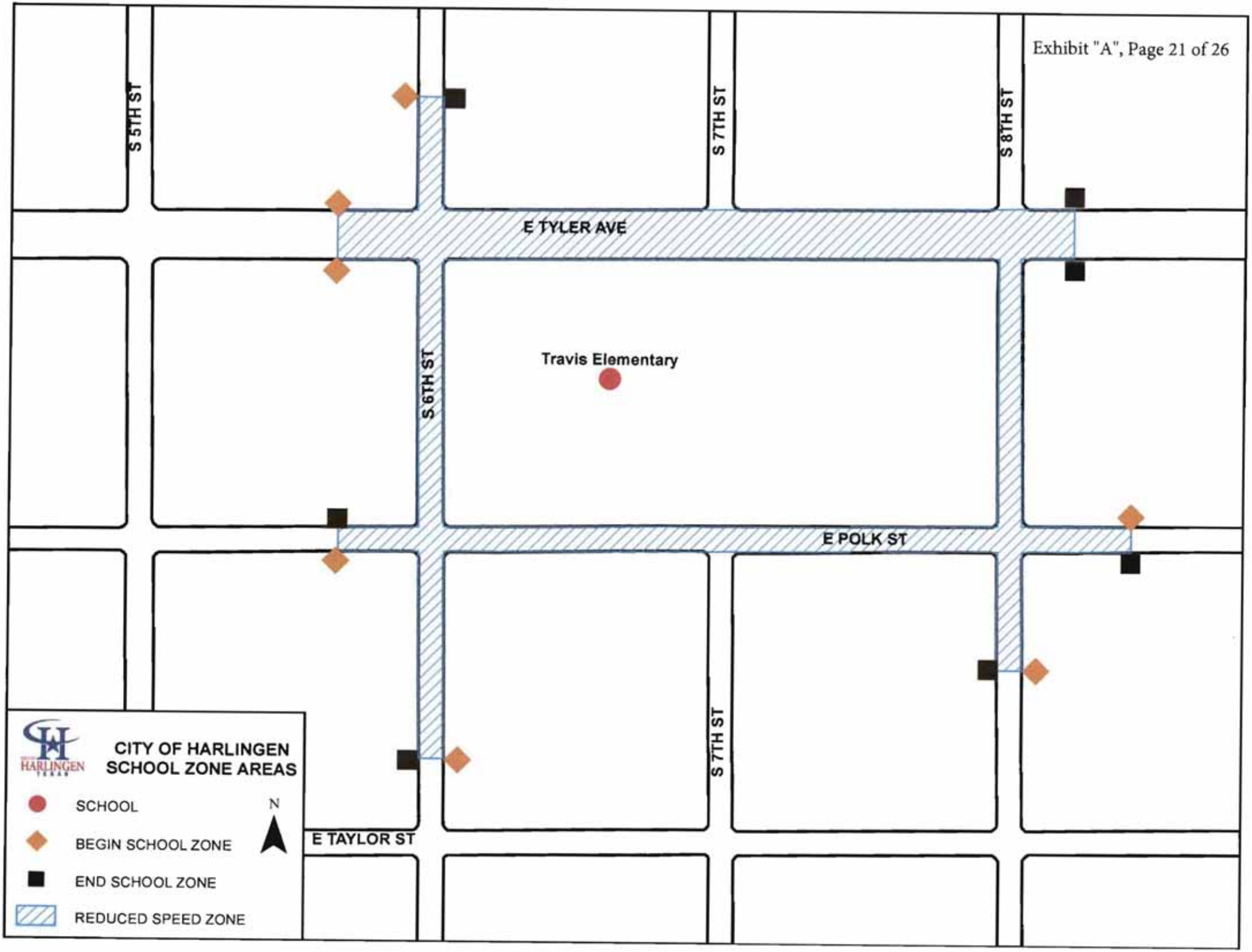
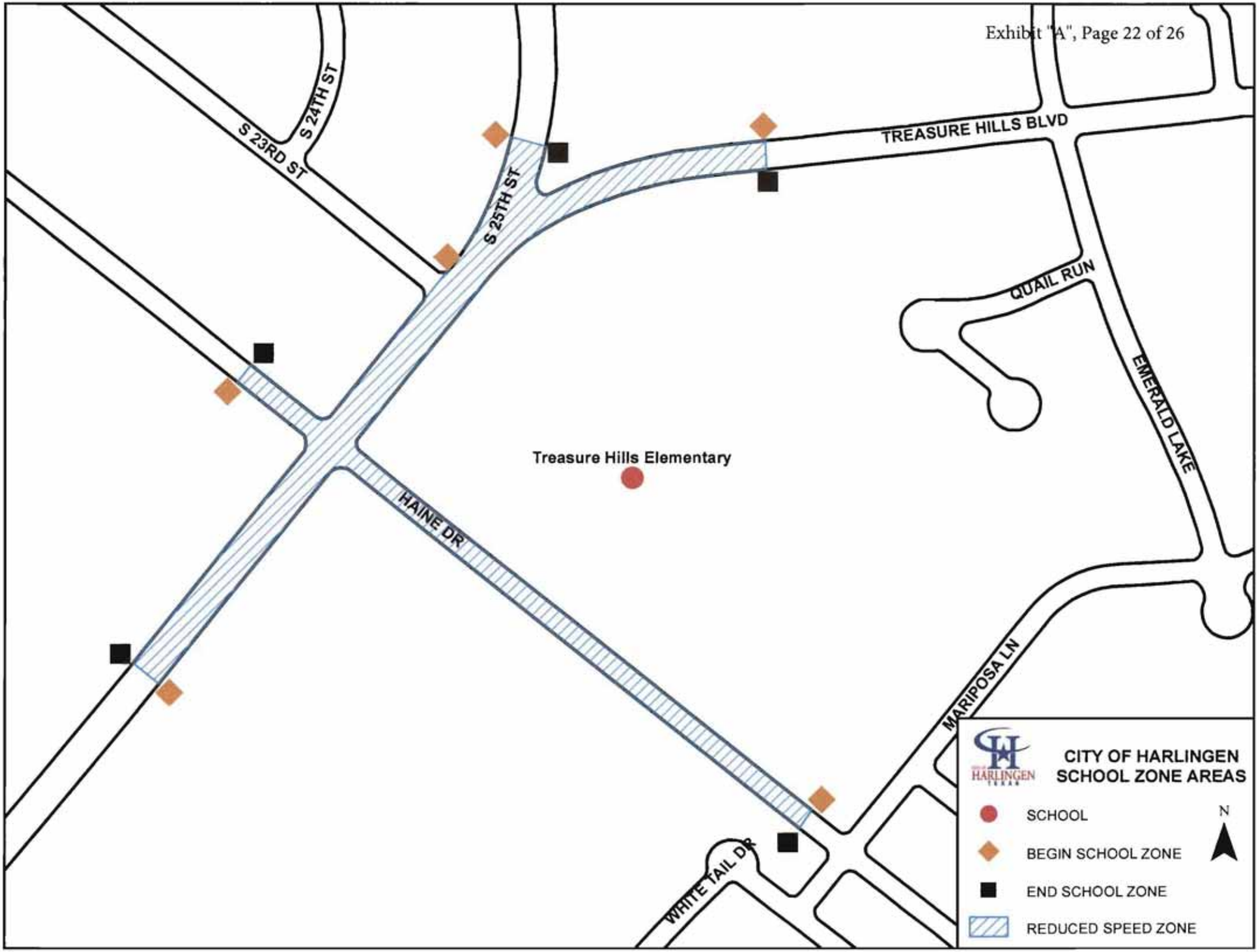
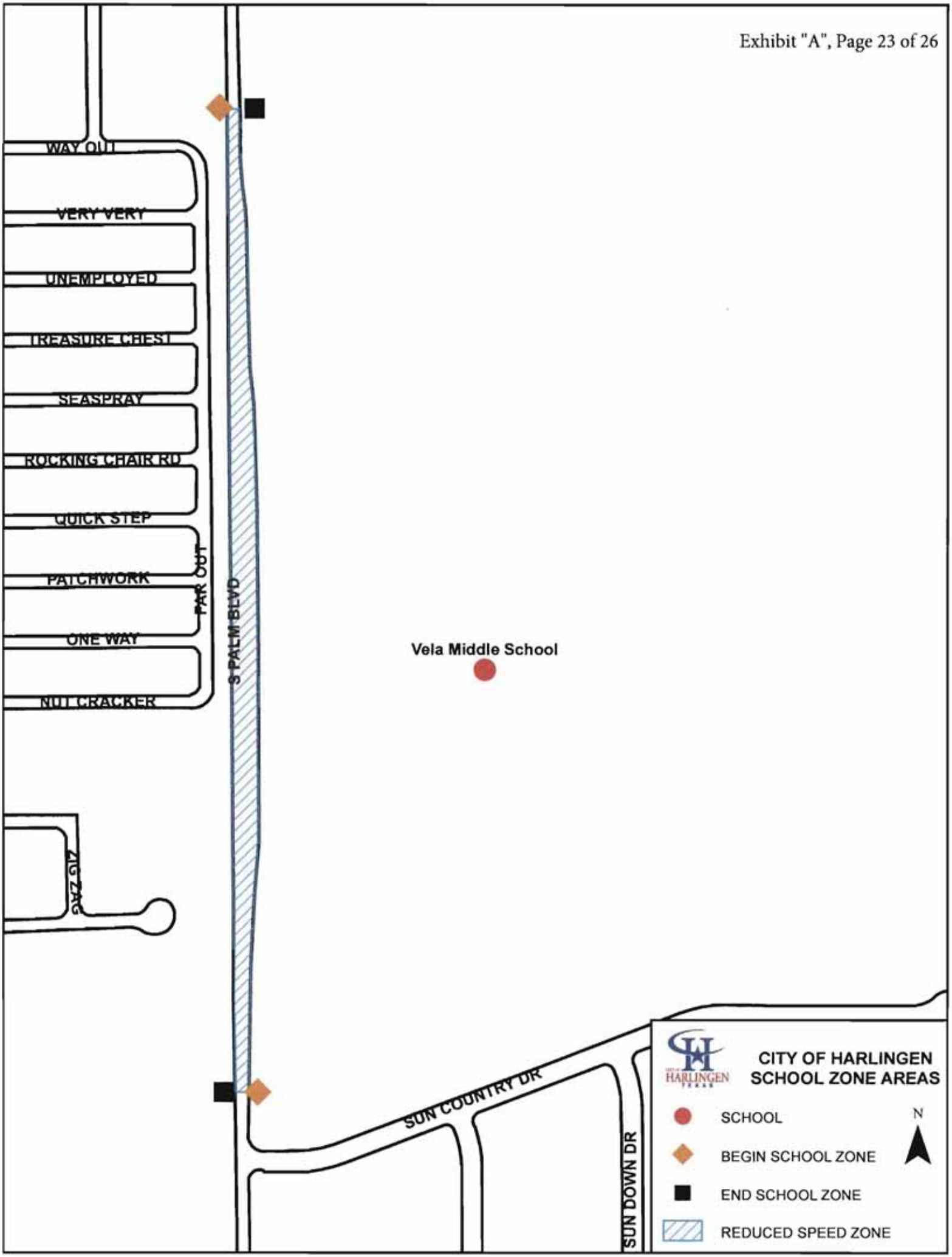

CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N
CITRUS TERRACE
SUSAN ST
MARTHA
N 21ST ST
St Paul Luthern Church
E WASHINGTON ST
St Paul's Academy
CITRUS TERRACE
N BUSINESS 77


N 9TH ST
N 10TH ST
N 11TH ST
N 12TH ST
E JACKSON ST
S 11TH ST
St Anthonys Catholic Church
S 10TH ST
E VAN BUREN
S 9TH ST
S 12TH ST
St Anthonys
E HARRISON AVE
E HARRISON ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


STUART PLACE RD
BUSINESS HWY 83
BUSINESS HIGHWAY 83
W BUS HWY 83
BUSINESS 83
W BUSINESS 83
OLD HWY 83
Stuart Place Elementary
STUART PLACE RD
SUNWEST BLVD
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


S 5TH ST
S 7TH ST
S 8TH ST
E TYLER AVE
S 6TH ST
Travis Elementary
E POLK ST
S 7TH ST
E TAYLOR ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
HARLINGEN
TEXAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


S 24TH ST
S 23RD ST
S 25TH ST
TREASURE HILLS BLVD
QUAIL RUN
EMERALD LAKE
Treasure Hills Elementary
HAINE DR
MARIPOSA LN
WHITE TAIL DR
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N


WAY OUT
VERY VERY
UNEMPLOYED
TREASURE CHEST
SEASPRAY
ROCKING CHAIR RD
QUICK STEP
PAR OUT
PATCHWORK
ONE WAY
NUT CRACKER
ZIG ZAG
S PALM BLVD
Vela Middle School
SUN COUNTRY DR
SUN DOWN DR
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
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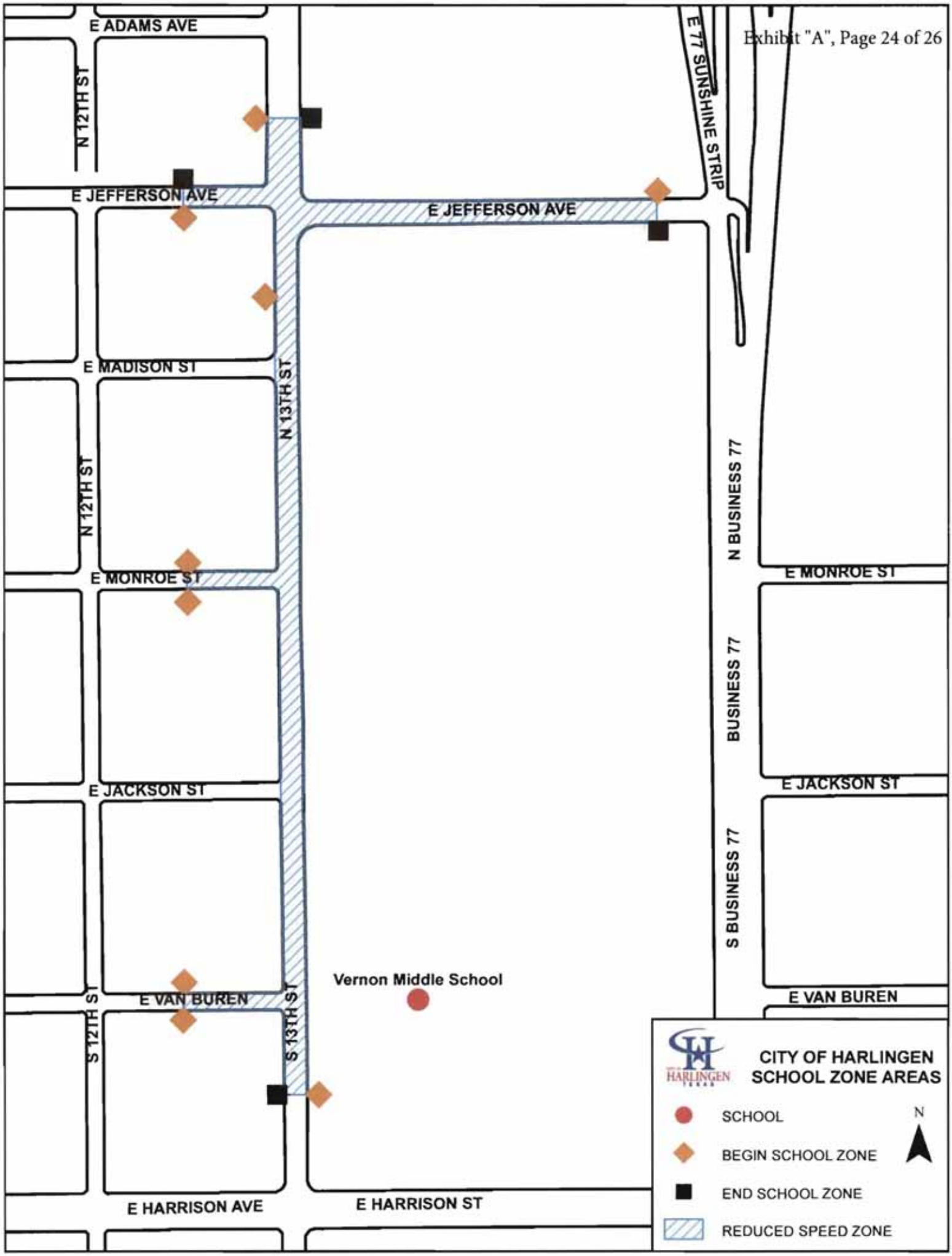
E ADAMS AVE
N 12TH ST
E JEFFERSON AVE
E JEFFERSON AVE
E 77 SUNSHINE STRIP
E MADISON ST
N 13TH ST
N 12TH ST
N BUSINESS 77
E MONROE ST
E MONROE ST
BUSINESS 77
E JACKSON ST
E JACKSON ST
S BUSINESS 77
Vernon Middle School
E VAN BUREN
E VAN BUREN
S 12TH ST
S 13TH ST
E HARRISON AVE
E HARRISON ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
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REDUCED SPEED ZONE
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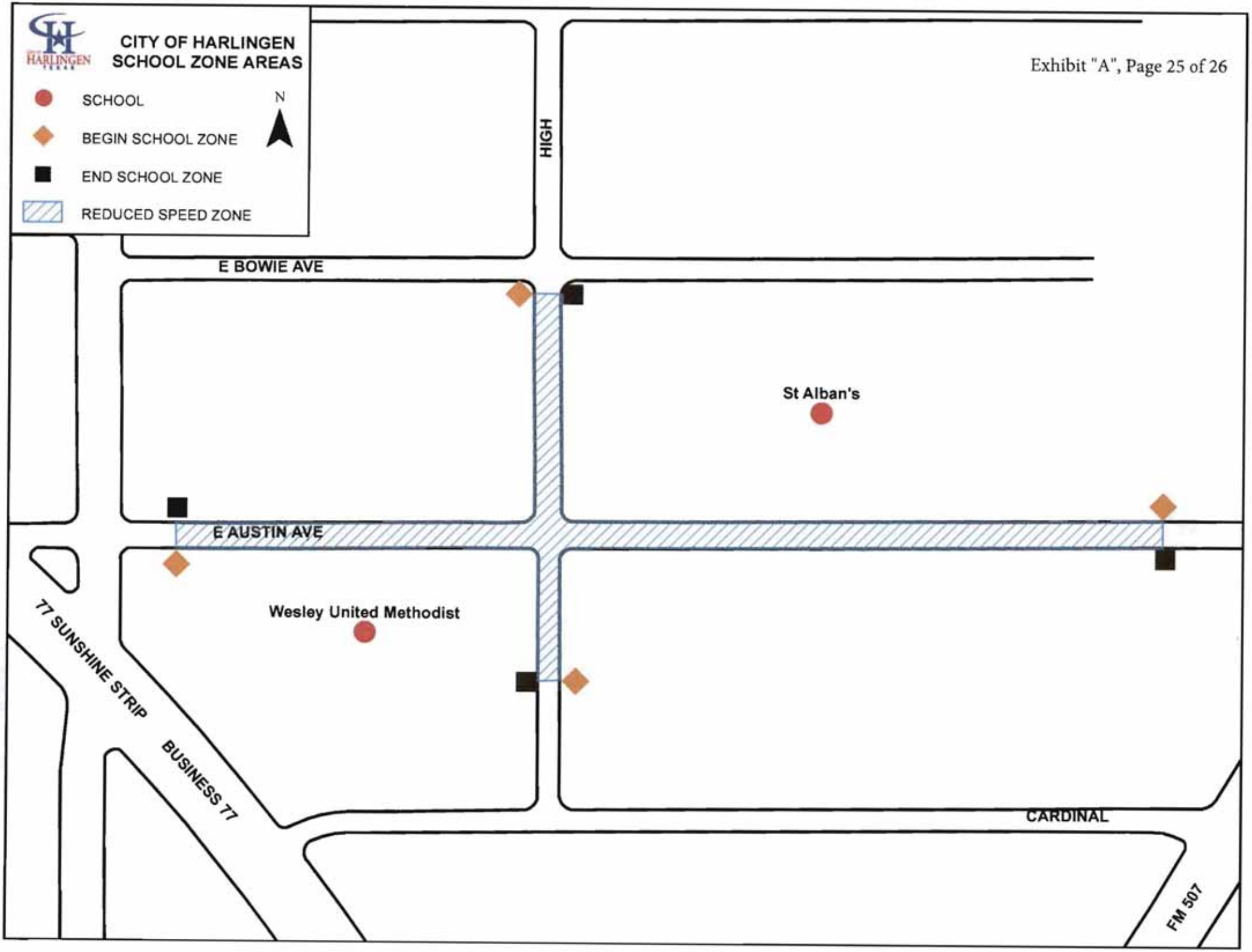
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
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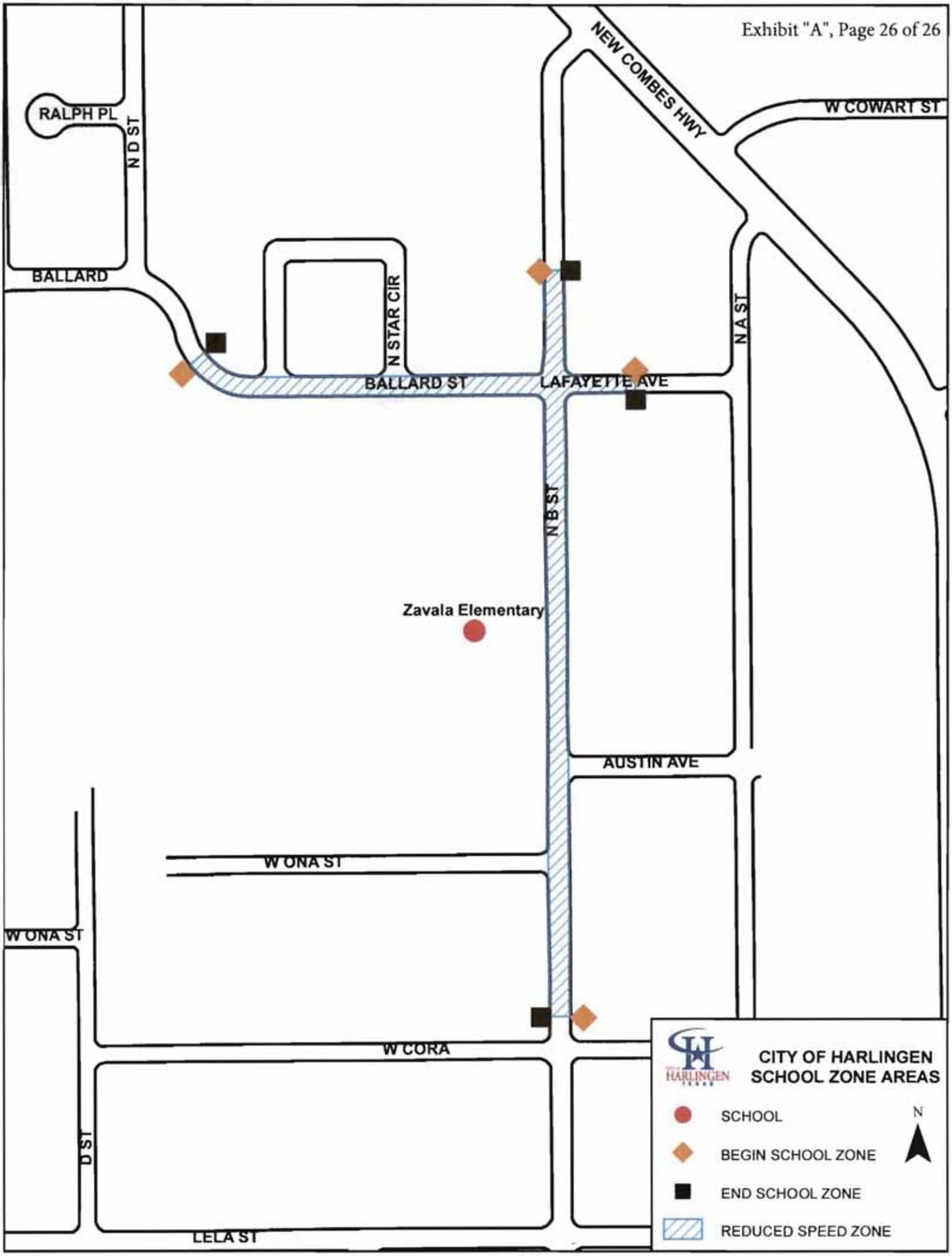
St Alban's
E AUSTIN AVE
Wesley United Methodist
77 SUNSHINE STRIP
BUSINESS 77
CARDINAL
FM 507


RALPH PL
N D ST
BALLARD
N STAR CIR
NEW COMBES HWY
W COWART ST
N A ST
BALLARD ST
LAFAYETTE AVE
N B ST
Zavala Elementary
AUSTIN AVE
W ONA ST
W ONA ST
W CORA
D ST
LELA ST
CITY OF HARLINGEN
SCHOOL ZONE AREAS
SCHOOL
BEGIN SCHOOL ZONE
END SCHOOL ZONE
REDUCED SPEED ZONE
N

2b)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 20, 2016**

Agenda Item:

Consider and take action to approve the preliminary plat of the proposed Cheddar's Stuart Place Subdivision, being 9.858 acres of land more or less out of a 13.258 acre tract out of a 19.87 acre tract in Block 15, Stuart Place Survey 138, located on the north side I-2 Frontage Road east of Stuart Place Road. Applicant: Chavez Automated Design, c/o Carlos Varela of Varco Investments Ltd.

Prepared By: Rodrigo Davila
Title: Planning and Development Director
Signature: *Rodrigo Davila*

Brief Summary:

Project Timeline

- April 1, 2016 – Original application for preliminary and final plat submitted to the City (**Attachment I and II**).
- April 20, 2016 – Subdivision was reviewed by Subdivision Review Committee.
- April 21, 2016 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- April 27, 2016 - Plat resubmitted based on deficiency letter; application deemed incomplete.
- June 15, 2016 – Plat resubmitted based on deficiency letter; application deemed incomplete.
- July 7, 2016 – Plat resubmitted based on deficiency letter; application deemed complete.
- July 20, 2016 – Consideration of the Preliminary Plat by the City Commission.

Summary

- The proposed subdivision consists of two commercial lots. It is located inside the city limits of Harlingen on the north side of I-2 Frontage Road east of Stuart Place Road. (**Attachment III-V**).
- The proposed development is consistent with the General Retail ("GR") District.
- Water provision and wastewater disposal will be provided by HWWS.
- The approval of the preliminary plat will allow the developer to continue construction of the required improvements with approved engineering plans.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval the preliminary plat subject to the following conditions:

1. Recording by separate instrument and noting the recording information on the plat all easements crossing into private property; and
2. Label on the plat the required centralized box units for mail delivery service.

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

Comments:

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

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

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

Project Address _____ Nearest Intersection Stuart Place Rd & US Hwy Expressway 83

(Proposed) Subdivision Name Cheddar's-Stuart Place Subdivision Lot _____ Block _____

Existing Zoning Designation General Retail Future Land Use Plan Designation _____

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

Applicant/Authorized Agent Oscar A. Chavez Phone (956)-909-6659 FAX (956)-546-7170

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

Mailing Address 1424 Mckinley St. City Brownsville State TX Zip 78521

Property Owner Varco Investments Ltd (Carlos Varela) Phone (956) 574-9373 FAX _____

Email Address (for project correspondence only): javier@ortgoworks.com

Mailing Address 805 Media Luna Ste 410 City Brownsville State TX Zip 78520

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

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

Please provide a basic description of the proposed project: This is a commercial subdivision 2 Lots, Cheddar's Restaurant will be in one lot & several other restaurants will be in the other lot and other businesses.

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: Oscar A. Chavez, PE/RPLS Date: 3/18/16

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

RECEIVED
APR 01 2016
by [illegible]

VARCO INVESTMENTS, LTD.

805 Media Luna Rd. Suite 720; Brownsville, Texas 78520
Phone: 956/574-9787; Fax: 956/Ex. 8108

STATE OF TEXAS

COUNTY OF CAMERON

KNOW ALL MEN by these presents:

That I, Carlos Varela, member of VARCO INVESTMENTS, LTD, owner of a certain tract of land being subdivided as **"CHEDDAR'S-STUART PLACE SUBDIVISION"** in Cameron County, State of Texas, do hereby grant **Chávez Automated Design** Consultants Corp. the authority to act as my agents in the processing of the subdivision plat for the said **"CHEDDAR'S- STUART PLACE SUBDIVISION"**.

In testimony whereof, WE, VARCO INVESTMENTS, LTD, have caused these presents to be executed by Carlos Varela, President on behalf of the Company, on this 12th day of April, 2016.

Carlos Varela, member of
VARCO INVESTMENTS, LTD

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on April 12, 2016 by Carlos Varela, Member of VALCO INVESTMENTS, LTD, who acknowledged to me that he executed the same for the purposes therein expressed, and in the capacity therein stated.

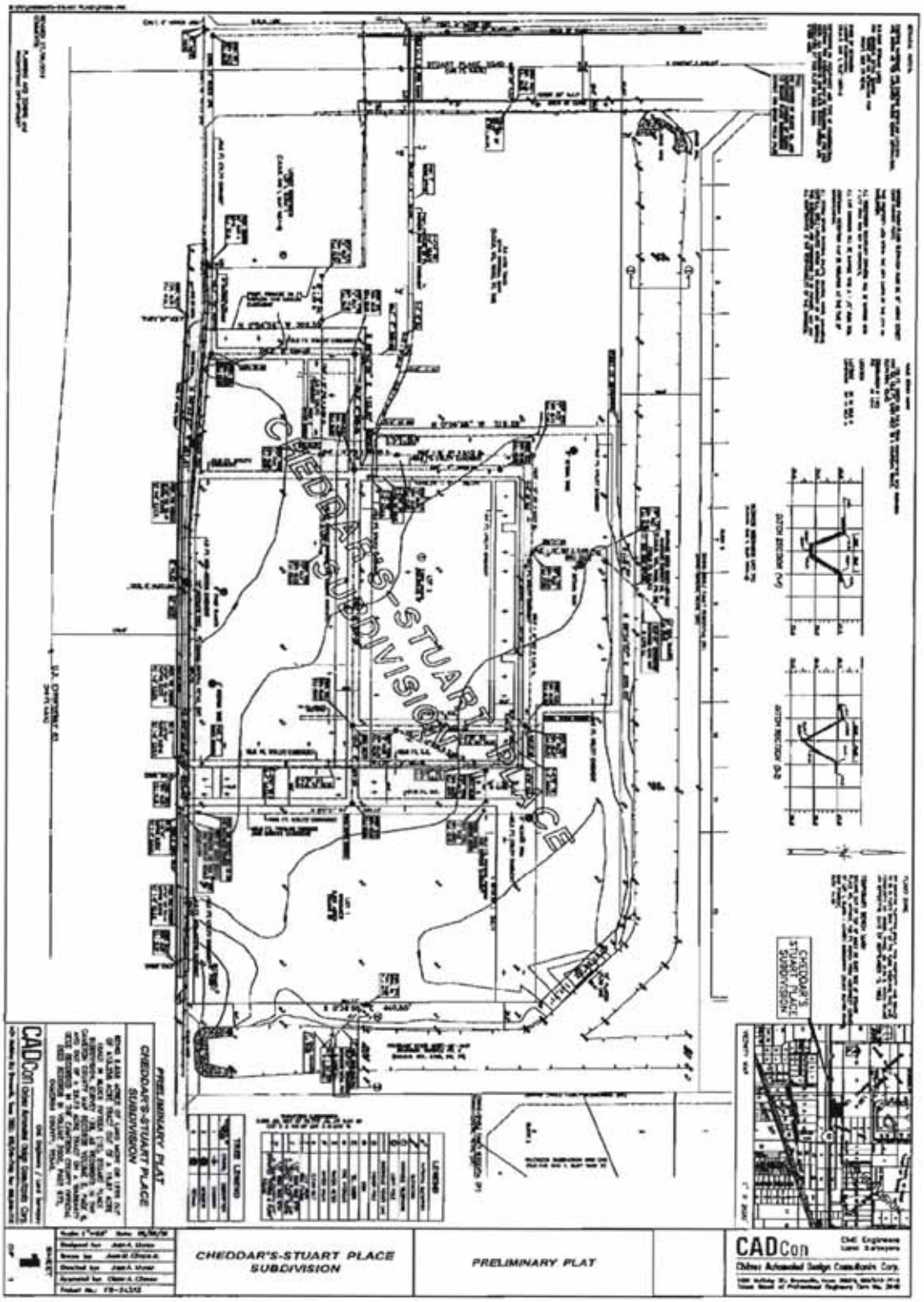
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PILAR RUIZ
Notary Public, State of Texas
My Commission Expires
October 31, 2016

My Commission expires: 10/31/16

4-28-16

Attachment III



CITY OF HARLINGEN TEXAS

Planning & Zoning Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216 -5260
(956) 216-5265 (fax)

April 20, 2016

Chavez Automated Design
ATTN: Oscar Chavez, P.E.
1424 McKinley Street
Brownsville, TX 78521

RE: Cheddar's Stuart Place Subdivision

Dear Mr. Chavez:

The Subdivision Review Committee reviewed the proposed preliminary and final plat of "Cheddar's Stuart Place Subdivision" on April 20, 2016. The following items need to be addressed prior to resubmission:

Preliminary and Final Plat:

1. Subdivision will required centralized box units as form of mail delivery service. Please coordinate with US Post Office.
2. Need a 5 ft. sidewalk on I-2 Frontage Road.
3. Need to formally submit a subdivision application with Harlingen Irrigation District.
4. Expressway 83 is I-2
5. Clarify proposed 60 ft. ingress/egress easement. It is on a different property.
6. Easements on preliminary and final plat do not match. Need to be consistent.
7. Label all adjoiners on the plat, and include property owner and recording information.
8. Clarify as a note if ingress/egress easements are public or private and maintenance of easements.
9. Dead end easements are not permitted. Please correct.
10. Need to include "General Notes" on preliminary and final plat (i.e. setbacks, floor elevation, benchmark information). Also include a note that "additional fire hydrants may be required depending on type and size of construction."
11. Need to comply with TxDOT Access Management. Please provide a 1 ft. non-access easement on lots along Frontage Road except proposed driveway.

12. Show the tie to the original block corners, and show the distance of the subdivision from Stuart Place Road.
13. Submit street lighting plan on an 11" x 17" sheet which include two street lights on the Frontage Road right-of-way.
14. Vicinity Map needs to include subdivision name instead of "site", and label streets.
15. Coordinate with HWWS on the required impact fees and installation of water service meter.
16. Need to submit letter of authorization from the property owner.
17. Need to provide a letter from Drainage District No. 5 allowing the outfall to drain into the ditch.
18. Submit an 8.5" x 11" reduced copy of the plat.

Preliminary Plat:

19. Clarify access to Lot 2
20. Show drainage flow on plat.
21. As per Fire Marshal, label the proposed fire hydrants. Hydrants must be installed at a maximum of 300 ft. intervals in commercial and industrial districts. Fire hydrants are required not exceed 150 ft. distance from any building requiring sprinklers and/or standpipes.
22. As per Fire Marshal, please add a note on the General Notes that additional fire hydrants may be required depending on the size and type of construction.
23. As per Fire Marshal, fire apparatus access roads as per 2012 International Fire Code including Appendix D.
24. Label proposed and existing water and sanitary sewer lines, and coordinate with HWWS concerning the size and location of the required water/sanitary sewer lines, and fees.
25. Show cross section drainage ditch.
26. Please remove "9.858 acres" from Lot 2.

Final Plat:

27. Need to use signature block from Subdivision Ordinance.
28. Mayor's name is misspelled.
29. Signature block for Irrigation District needs to state "Harlingen Irrigation District No 1.
30. Need to submit city, school and county tax certificates.
31. Please remove "9.858 acres out of a 13.28 acre tract" from the Lot 2.
32. Need to submit title commitment.
33. Final Plat needs to be labeled "final plat".
34. Set concrete monuments on all corners with elevations.
35. All items on the final plat checklist need to be addressed.

Other Comments:

36. The City's Subdivision Ordinance is available online at www.myharlingen.us, Department, Planning and Zoning, Subdivision Ordinance.
37. Please note that re-submittals may subject to additional comments.

Please submit fifteen (15) revised preliminary plats (folded with the name of the subdivision showing) to the Planning and Zoning Department by April 27, 2016 at 12:00 p.m. so that it may be considered for approval at the next available P&Z Commission Meeting.

The above comments do not relieve the Engineer/Developer/Contractor from complying with the City of Harlingen's Subdivision rules and regulations. If you have any questions, please contact me at (956) 216-5260 or by email at jolivo@myharlingen.us.

Sincerely,

Joel Olivo
Planning and Zoning Manager

Harlingen Engineering Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5290
(956) 430-8113 (fax)

July 14, 2016

Mr. Joel Olivo
Planning and Zoning Manager
Planning & Development Department
502 E. Tyler
Harlingen, Texas 78550

RE: Review of Cheddar's- Stuart Place Subdivision (Preliminary Plat Re-Submittal)

Dear Mr. Olivo:

We are in receipt of the preliminary and final plats for the above referenced subdivision and it is approved with the following comments:

- The utility, drainage, or ingress/egress easements which are crossing into private property shall be recorded by separate instrument and the information provided on the final plat.
- The final plat shall have concrete monument information with elevations and shall conform to the preliminary plat.
- The reviewer's comment does not relieve the Engineer/Developer/Contractor from complying with the City of Harlingen's Subdivision Rules and Regulations.

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

Sincerely,

Martha E. Viada, E.I.T., CFM

cc: Javier Zamora, P.E. CFM, City Engineer

2c)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 20, 2016**

Agenda Item:

Consider and take action to approve the final replat of the proposed Thomas-Painter Subdivision, being a replat of 1.76 acres of land comprised of all of Lot 2, Block 1, Toland-Funk Subdivision; 0.77 acre out of Lot 1, Block 1, Toland-Funk Subdivision Unit No. 2; and all of Lot 1, Block 1, Kiskadee Court Subdivision, located on the south side of East Austin Avenue east of 1st Street. Applicant: Ferris, Flinn & Medina, c/o Thomas Steven.

Prepared By: Rodrigo Davila

Title: Planning & Development Director

Signature: *Rodrigo Davila*

Brief Summary:

Project Timeline

- June 3, 2016 – Original final replat application submitted to the City **(ATTACHMENT I)**
- June 15, 2016 – Subdivision reviewed by the Subdivision Review Committee.
- June 16, 2016 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- June 22, 2016 – Preliminary replat approved by City Commission
- July 11, 2016 – Replat resubmitted based on deficiency letter; application deemed complete.
- July 20, 2016 –Consideration of the final replat by the City Commission.

Summary

- The proposed subdivision consists of two residential lots **(ATTACHMENT II)**. It is located inside the city limits, on the south side of East Austin Avenue east of 1st Street. The original subdivisions consisted of 3 residential lots.
- Water and waste water disposal services are provided by HWWS.
- The proposed development is consistent with the current zoning designation of Residential, Single-Family Retail ("R1").
- All items on the final replat checklist have been addressed **(ATTACHMENT III)**.

Funding (if applicable):

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

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

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

Staff Recommendation:
Staff recommends approval of the final replat.

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

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

Attachment I—Application

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

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

Project Address 429 WOODLAND DR Nearest Intersection Austin and Ferguson

(Proposed) Subdivision Name Thomas-Painter Subdivision Lot _____ Block _____

Existing Zoning Designation Residential Future Land Use Plan Designation Residential

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

Applicant/Authorized Agent FERRIS, FLINN & MEDINA Phone (956) 364-2236 FAX (956) 364-1023

Email Address (for project correspondence only): j.medina@ferrisandflinn.com

Mailing Address 1405 N. STUART PLACE RD City PALM VALLEY State TX Zip 78552

Property Owner Thomas Steven Phone _____ FAX _____

Email Address (for project correspondence only): _____

Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project: 1.76 Acres comprised of Lot 2, Block 1, Toland-Funk Subd., Lot 1, Block 1, Toland-Funk Subd. Unit No. 2, Lot 1, Block 1, Kiskadee Court Subd.

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

Applicant's Signature: _____ Date: _____

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

RECEIVED JUN 0 [illegible] By _____

FINAL PLAT 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 Subdivision Ordinance.

Complete

- ☐ Fifteen (15) paper copies of the plat drawn to a scale of one (1) inch to one hundred (100) feet on sheets no larger than 24" X 36". (Section 3.5.3)
- ☐ An 8 ½" X 11" reduced copy of the submitted final plat drawing. (Section 3.5.4.E)
- ☐ No less than two (2) copies of the plat drawn in ink and on a permanent reproducible medium (mylar) suitable for filing in the office of the County Clerk. (Mylars may be submitted to the City after the final plat has been reviewed, however, no later than 5 business day prior to consideration by the Planning and Zoning Commission) (Section 3.5.3)
- ☐ All required public improvements have been constructed and accepted by the appropriate public entity or an appropriate financing mechanism (i.e. letter of credit, bond) has been submitted to and accepted by said entities. (Section 3.5.1.B)
- ☐ The existing zoning designation of the subject tract allows for the proposed use(s). (Section 3.5.1.A)
- ☐ Variance requests, if any, have completed the respective process. (Section 7.1)
- ☐ The applicant shall submit the final plat to the appropriate drainage/irrigation district, if applicable. (Section 3.5.5)
- ☐ Written statements from appropriate utilities that the plat has been reviewed and service can be provided. (Section 3.5.4.A)
- ☐ Submit list of restrictive covenants if not listed on plat. (Section 3.5.4.B)
- ☐ Original tax certificates from City, School District, and County that all taxes have been paid. (Section 3.5.4.C)
- ☐ Title commitment less than six (6) months old. Any liens shall be secured and noted on plat. (Section 3.5.4.D)
- ☐ Payment of all drainage and/or street assessments, and street sign/light deposits, if applicable. (Section 3.5.4.G)
- ☐ Check(s) payable to the County Clerk for the filing of the Final Plat. (Section 3.5.4.H)
- ☐ Digital submittal of plat with control points in .dxf or .dgn format. (3.5.4.I)

Final Plat form and content:

- ☐ The final plat submittal shall substantially conform to the conditionally approved preliminary plat and incorporate all conditions imposed by the Planning and Zoning Commission. (Section 3.5.3)
- ☐ Proposed name of subdivision printed across the lots and blocks. (Section 3.5.3.B)
- ☐ Names of adjoining subdivisions and notation as to whether adjoining properties are platted. (Section 3.5.3.C)
- ☐ Subdivision boundary lines (indicated by heavy lines) and computed acreage of subdivision. (Section 3.5.3.C)
- ☐ Primary control points (set concrete monuments on each corner of subdivision) with description and location of said points with ties to original block corners per Statute. (Section 3.5.3.F)
- ☐ Existing site information: (Section 3.5.3.F)

  1. Exact locations and names of all roads, easements, reservations, alleys, or other public right-of-ways within and/or contiguous to the subdivision.
  2. Exact locations and dimensions of all lots, parks, public areas, permanent structures, water courses, irrigation canals, and drainage structures within and/or contiguous to the subdivision.
  3. Cross section(s) of any existing ditches and canals within the subdivision with ties to the subdivision boundary.
  4. Regulatory flood elevations and boundaries of flood prone areas, including floodways, if known.

5. Location of City limits, extraterritorial jurisdiction (ETJ), and zoning district boundaries if within or contiguous to the proposed subdivision.

☐ Date of preparation, north arrow, and scale of plat. (Section 3.5.3.H)

☐ A number or letter to identify each lot, tract, and block. (Section 3.5.3.I)

☐ Building setback lines (if different from Zoning Ordinance). (Section 3.5.3.J)

☐ Vicinity map of not more than 1:2,000 showing existing streets, and city limit and/or ETJ boundary. (Section 3.5.3.L)

☐ Street system in compliance with the City of Harlingen's Long Range Thoroughfare Plan. (Section 4.1.3.A)

☐ Appropriate signature blocks for the following:

1. Subdivider, record owner, lien holders, engineer and/or surveyor. (Section 3.5.3.M)
2. All signature blocks required in "Exhibit F" of the Subdivision Ordinance. (Section 3.5.3.N-S)
3. A signed statement from the appropriate drainage and/or irrigation district that the final plat has been approved by such entity. (Section 3.5.3.T)
4. An engineer's statement of the minimum finished floor elevation based on average flood waters in the flood zone location, if applicable. (Section 3.5.3.U)

Plats shall not be scheduled for the Planning and Zoning Commission review unless items on this list are completed. I have read and understand in its entirety the City of Harlingen's Subdivision Ordinance and understand that the requirements of a final plat are subject to the terms and conditions therein. This final plat checklist is used to insure compliance with the Ordinance and in some instances the City may require additional information for approval. An endorsement of this application checklist by the applicant shall be acknowledgment that all of the items on the above list have been submitted. I also understand that, pursuant to Section 6 of the City of Harlingen Zoning Ordinance, no building permit will be issued until the plat has been approved by the Planning and Zoning Commission and filed in the office of the County Clerk.

Project Name: Thomas-Painter Subdivision

Owner: Thomas Steven Date_____

Owner Address: _____ Phone/Fax: _____

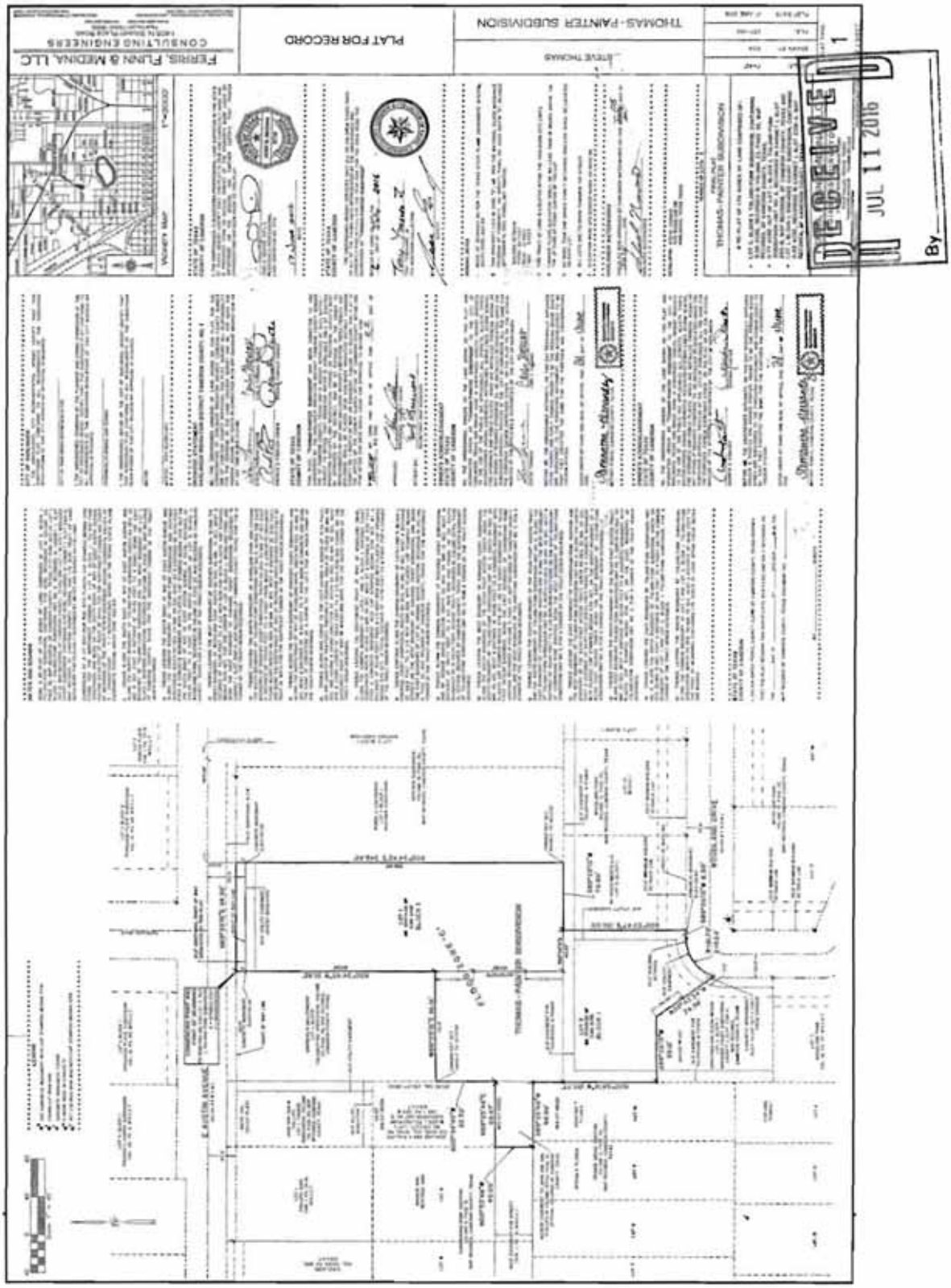
Signature: _____

Engineer/Surveyor: Joe D. Medina Date_____

Engineer/Surveyor Address: 1405 N. Stuart Place Palm Valley, Tx. 78552 Phone/Fax: 956-364-2236

Signature: _____

Attachment II—Reduced Preliminary Plat



CITY OF HARLINGEN TEXAS

Planning and Zoning Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5161
(956) 216-5168 (fax)

June 16, 2016

Jose D. Medina, R.P.L.S.
Ferris, Flinn & Medina, LLC
1405 N. Stuart Place Road
Palm Valley, Texas 78552

Re: Thomas Painter Subdivision

Dear Mr. Medina:

On June 15, 2016, city staff reviewed the preliminary plat of "Thomas Painter Subdivision". The following items need to be addressed prior to resubmission. Please submit fifteen (15) copies of the revisions by June 22, 2016 for the Planning and Zoning Commission meeting scheduled on July 13, 2016.

1. Additional monuments are necessary and are to be set where there is a clear view between adjacent monuments.
2. Elevations must be provided for the monuments.
3. Provide a 10 ft. utility easement on Lot 1.
4. Note 6 and Note 8 are not needed for a plat within the city limits.
5. Submit street light deposit receipt.

The above comments do not relieve the Engineer/Developer/Contractor from complying with the City of Harlingen's Subdivision Rules and Regulations. If you have any questions, please feel free to contact me at (956) 216-5161 or via email at amolina@myharlingen.us

Sincerely,

Albert Molina
City Planner

3)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 20, 2016**

Agenda Item:

Consider and take action to adopt an ordinance to create an "All-Way Stop" condition at the intersection of 3rd Street and Davis Avenue.

Prepared By (Print Name): Javier M. Zamora P.E.
Title: City Engineer
Signature: Javier M. Zamora, PE

Brief Summary:

Staff has determined the need to designate a "All-Way Stop" condition at the intersection of 3rd Street and Davis Avenue due to resident concerns and the design and layout of this intersection. The installation of the stop signs will help provide for the proper traffic control for the vehicular traffic at this location.

Currently 3rd Street is a through street and with stop signs on Davis Avenue. The addition of two stop signs for both direction of traffic on 3rd Street would create an "All-Way Stop" condition at the intersection. Included in your packets is the layout showing the location of the installation of the stop signs for your review.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval of the "All-Way Stop".

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

Comments:

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

ORDINANCE NO. 16-_____

AN ORDINANCE AUTHORIZING THE PLACEMENT OF TWO STOP SIGNS ON 3RD STREET IN EACH DIRECTION OF TRAFFIC AT ITS INTERSECTION WITH DAVIS AVENUE CREATING AN "ALL-WAY STOP" CONDITION; ESTABLISHING A FINE NOT TO EXCEED $200.00 DOLLARS FOR THE DRIVER OF ANY MOTOR VEHICLE WHO FAILS TO STOP AND YIELD THE RIGHT-OF–WAY IN OBEDIENCE TO THE STOP SIGNS HEREIN AUTHORIZED; AMENDING OR REPEALING CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That two Stop signs be placed on 3rd Street in each direction of traffic at the intersection of Davis Avenue creating an "All-Way Stop" condition.

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

SECTION III: It shall be unlawful for the driver of a motor vehicle to fail to stop and yield the right of way in obedience to the stop signs authorized by this ordinance.

SECTION IV: An offense under this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be subject to a fine not to exceed $200.00

SECTION V: That the City Secretary is hereby given authorization and directed to cause a true and correct copy of the caption of this Ordinance to be published in a newspaper having general circulation in the City of Harlingen, Cameron County Texas.

FINALLY ENACTED THIS _____day of _____, 2016 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE CHAPTER 551.

CITY OF HARLINGEN

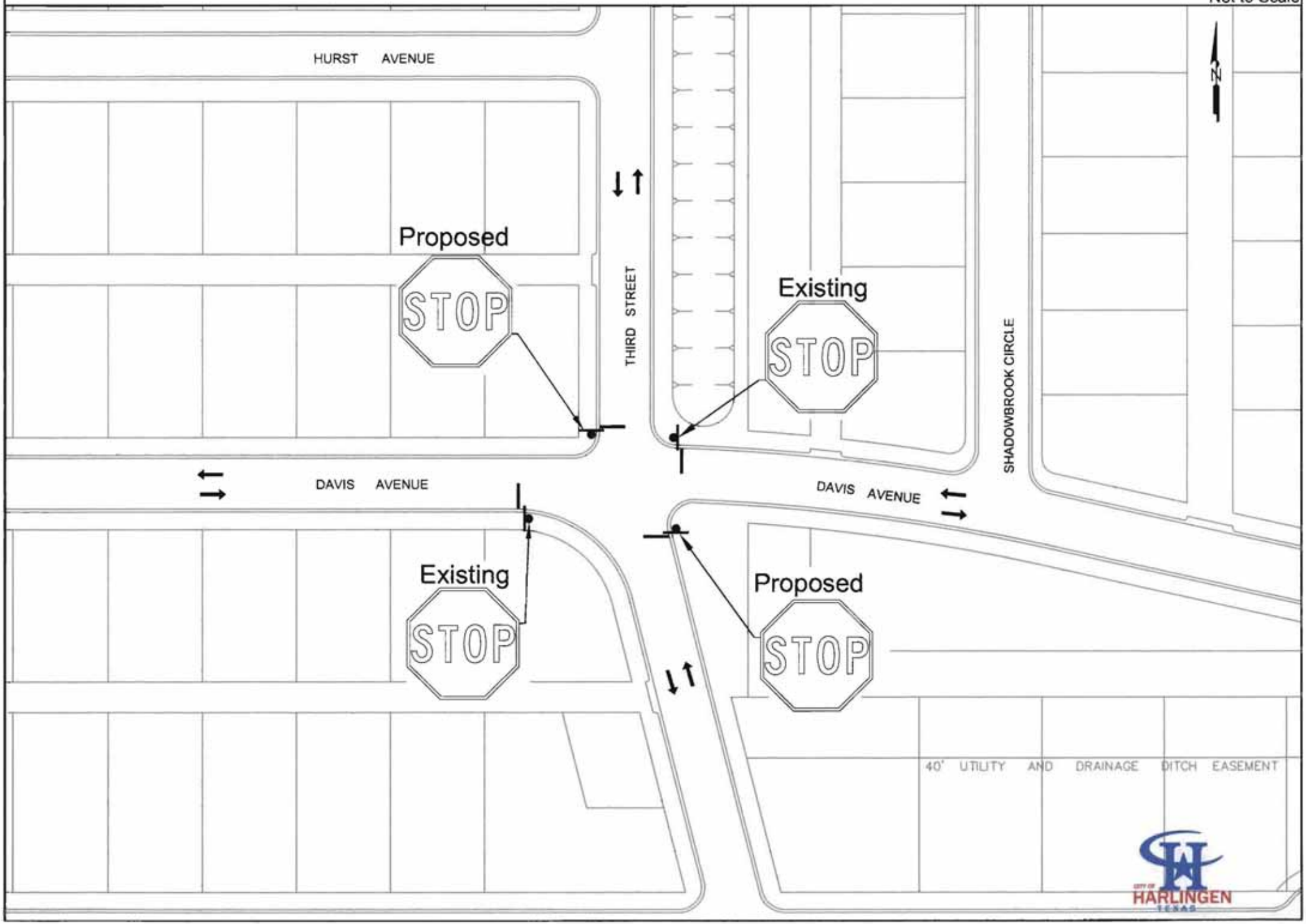
_____
Chris Boswell, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Proposed All Way Stop at 3rd Street & Davis Avenue

Not to Scale



4)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **07/20/16**

Agenda Item:

Consider and take action to approve the RFP to upgrade the Library's wired computer network and to authorize the City Manager to sign the erate contingent contract with Insight.

Prepared By (Print Name): Dauna Campbell
Title: Library Director
Signature:

Brief Summary:

As part of the FCC's erate program, the Library is eligible for grant funding to upgrade our wired computer network. With this program, the FCC will fund 85% and the City will fund 15% of the cost of the upgrades. The total cost of upgrades is $58,226.66 (FCC pays $49,492.66 and City pays $8,734). Due to deadline requirements, this contract has been signed and submitted. If the Commission chooses to not go forward with this project, the grant application can be withdrawn.

Funding (if applicable):

☐ Yes ☐ No

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

Staff Recommendation:

It is recommended that Commission approve this erate contingent contract with Insight and authorize the City Manager to sign the contract.

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

Comments:

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

Insight
PUBLIC SECTOR

Expertise in Providing E-Rate 19 (FY2016) Solutions

PREPARED FOR

Harlingen Public Library

Request for Proposal #160043559 for Internal Connections and Basic Maintenance

April 29, 2016

E-Rate Round 19 (Funding Year 2016)
E-Rate SPIN Number: 143030052
Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver
Account Executive
t: 956-661-5870
e: Darak.Weaver@Insight.com

Insight Public Sector, Inc. • 6820 South Harl Avenue • Tempe, AZ 85283 • 800.INSIGHT • www.ips.insight.com

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April 29, 2016

Joseph Muniz, Assistant Library Director
Harlingen Public Library
410 76 Dr.
Harlingen, TX 78550-5072

RE: RFP #160043559 for Internal Connections and Basic Maintenance

Dear Mr. Joseph Muniz

Insight Public Sector, Inc. (Insight) is pleased to participate in the Harlingen Public Library (Harlingen) Request for Proposal #160043559 for the Internal Connections and Basic Maintenance opportunity. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort at meeting Harlingen's needs.

Insight Public Sector is solely focused on the needs of educational institutions as well as local, state and federal governments. With an industry-leading selection of products, a complete suite of IT services and a wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of the IT lifecycle.

Insight believes we are the right company for this contract and can become a beneficial and strategic partner with Harlingen. Insight is a leading provider of IT products and services for the public sector. Our direct vendor relationships, along with sales revenues totaling $5.3 billion in 2014, have helped us to build our infrastructure to meet large volume rollouts and have given us the versatility to tailor our services to our customers' individual needs. Our experienced sales team understands the Public Sector's needs and is focused on real-world solutions.

In addition, Insight has been an active participant in the E-Rate program since its inception. We provide our education partners with information and assistance to ensure that the funding/discounts they receive are maximized and compliant with guidelines under these programs.

With 27 years in the IT industry, we offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your defined E-Rate 19 (FY 2016) deliverables. Insight is committed to delivering the highest level of technical expertise and service to Harlingen. Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Harlingen environment.

The attached proposal contains the details of Insight's commitment to provide Harlingen Public Libraywith the multiple benefits of partnering with us, as well as a brief profile of Insight, our infrastructure and service capabilities.

We look forward to the opportunity to further present our Insight value and Public Sector solutions. Should Harlingen have any questions, concerns or requests for additional information, please do not hesitate to contact your Account Executive, Darak Weaver at 956-661-5870 or Darak.Weaver@Insight.com

Sincerely,

Darak Weaver
Account Executive

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1. Insight Public Sector Experience

Over the last 19 years, Insight Public Sector has emerged as a national leader in providing E-Rate guidance and expertise to applicants all across the country. Insight provides quality turnkey network integration services, and is one of the largest network integrators in the country. Insight has been consistently ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

And, to ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

1.1 E-Rate Information

INSIGHT SPIN NUMBER: 143030052

1.1.1 Existing Procedures for SLD Funds Collection

Insight's E-Rate experience includes extensive knowledge of SLD guidelines and requirements for funds collection. Through this knowledge base, strict procedures have been established for providing the detailed accounting necessary to meet both SLD and individual customer requirements.

Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472).

- If split invoicing is chosen, the following procedures should occur:
  1. Once funding has been committed, a Form 486 is submitted by the customer to SLD to signify the Service Start Date.
  2. The Service Start Date (Form 486) is then approved by the SLD.
  3. The customer issues a Purchase Order to Insight.
  4. The product order is placed by Insight upon receipt of the customer's PO.
  5. Upon product delivery(s), the customer is billed for their portion only and Insight submits a Form 474 to USAC for payment of their committed amount.
  6. If services are included on the customer's PO, a Service Job is set up by Insight.
  7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
  8. Once the WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).
  9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.

10. The customer will have 7 calendar days to review, sign and return to USAC the Service Certification, so that payment can be processed.
11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC and the billing cycle begins again.

- If BEAR method is chosen, the following should occur:
  1. The customer issues a Purchase Order (PO) to Insight.
  2. The product order is placed by Insight upon receipt of the customer's PO.
  3. Upon product delivery(s), the customer is billed by Insight.
  4. If services are included on the PO, a Service Job is set up by Insight.
  5. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
  6. Once WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed and sent to the customer.
  7. Once funding has been committed and a Form 486 submitted and approved, the customer can file a BEAR form for reimbursement of all invoices that have been paid to Insight.
  8. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.
  9. The customer will have 7 calendar days to review, sign and return the Service Certification to USAC, so that payment can be processed.
  10. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight follows SLD guidelines regarding invoicing and collection at all times.

1.2 Education Experience

Insight understands that Harlingen is seeking to enter into a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Harlingen must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Harlingen. As the selected vendor, we will be instrumental in working with Harlingen to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for meeting Harlingen's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 20 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Harlingen. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Harlingen based on the knowledge and skills that are continually being developed by Insight.

1.3 References

Insight builds long-term relationships that go well beyond a single project. Many customers have worked with Insight since the firm was founded. We recognize that our future success depends upon our ability to cultivate and build customer relationships for life.

Insight respects and honors the wishes of our customers who act as references. Therefore, we respectfully request that you contact your Account Executive, Darak Weaver , prior to contacting any customer references so our representatives may properly maintain customer relationships, and notify our customers from whom to expect contact. We appreciate your cooperation in this regard.

Customer:	Marana Unified School District
Contact Name:	Mitch Eichenseer, IT Director
Address:	11279 West Greer Road, Marana, Arizona 85653
Phone Number:	(520) 682-4817
Email Address:	**m.j.eichenseer@maranausd.org**

Customer:	Calallen Independent School District
Contact Name:	Kevin Beatty
Address:	4205 Wildcat Drive, Corpus Christi, Texas 78410
Phone Number:	(361) 242-5958
Email Address:	**kbeatty@calallen.k12.tx.us**
Description:	Completely renovated the network infrastructure to include: dual 10-Gig fiber links between campuses and MDF/IDF closets (Gig to the desktop); IP Telephony at all campuses/all offices/ all classrooms (IPcelerate included); and Wireless Controllers and Lightweight Access Points throughout the district (indoor and outdoor mesh). Network Admission Control, MARS, CiscoWorks, Wireless Control System, Cisco/Pelco IP Video Surveillance were also provided throughout the district.
Revenue/Timeframe:	$3,500,000

Customer:	Edinburg Consolidated Independent School District
Contact Name:	Eduardo Moreno
Address:	411 North 8th Avenue, Edinburg, Texas 78539
Phone Number:	(956) 316-7421
Email Address:	**edu.moreno@ecisd.us**
Description:	Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services providing network upgrades, video distribution, video conferencing, and maintenance services and products.
Revenue/Timeframe:	$15,000,000 – E-Rate Vendor for Year 10, 11, 12, 13,14, 15, 16, and 17

Customer:	Hidalgo Independent School District
Contact Name:	Eloy Garcia
Address:	324 East Flora Street, Hidalgo, Texas 78557
Phone Number:	(956) 843-4480
Email Address:	**elgarcia@hidalgo-isd.org**
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, wireless, IP Telephony, and maintenance/onsite technical support.
Revenue/Timeframe:	$10,000,000 – E-Rate Vendor for Years 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14

Customer:	IDEA Public Schools
Contact Name:	Efren Montenegro
Address:	505 Angelita Drive, Suite 9, Weslaco, Texas 78596
Phone Number:	(956) 373-8736
Email Address:	**efren.montenegro@ideapublicschools.org**
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC and Eaton UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, Exchange, and maintenance/onsite technical support.
Revenue/Timeframe:	$5,000,000 – E-Rate Vendor for Years 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18

Customer:	La Joya Independent School District
Contact Name:	Fernando Mercado
Address:	215 E-East Expressway 83, La Joya, Texas 78560
Phone Number:	(956) 323-2500
Email Address:	**f.mercado@lajoyaisd.net**
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.
Revenue/Timeframe:	$16,000,000 – E-Rate Vendor for Years 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18

Customer:	Los Fresnos Independent School District
Contact Name:	Billy Simpson, IT Director
Address:	600 North Mesquite, Los Fresnos, Texas 78566
Phone Number:	(956) 233-6980
Email Address:	**bsimpson@lfcisd.net**
Description:	Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a 10 gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.
Revenue/Timeframe:	$12,000,000 – E-Rate Vendor for Years 5, 8, 9, 10, 11, 12, and 14

2. Insight Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 493 on Fortune Magazine's 2015 "Fortune 500" list. It is interesting to note that 416 of the global Fortune 500 companies are our customers.

Insight Public Sector (Insight) holds over 180 education, federal, state, local, and non-profit contracts. Insight currently maintains federal contracts with agencies such as the General Services Administration, and national contracts like US Communities. In addition, our participation in 25 state-wide contracts gives us a solid market share of government technology sales. Insight also holds education and local government contracts for computer equipment and services in 33 states. Highly specialized teams are dedicated to each market, offering customized solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

We work closely with the top IT partners in designing, procuring, deploying, implementing, and managing solutions that combine hardware, software, and services to meet the specific and critical technology needs of our customers. We continue to invest in the following categories ensuring we deliver strategic solutions and value to our customers:

Hardware	Desktops, Notebooks & Tablets; Networking; Server, Storage & Power; Print & Consumables
Software	Office Productivity; Data Protection; Creativity; Virtualization
Solutions	Cloud; Data Center; Data Protection; Mobility; Network & Security; Office Productivity; Unified Communication & Collaboration; Virtualization
Services	Planning (Strategy; Assessment; Design); Deployment (Integration & Implementation); Operations (Managed; Cloud & Hosted); Refresh (Warranty & Maintenance)

**Please note that some category items listed above are not E-Rate eligible.*

With the continual emergence of new technologies and technology solution options in the IT industry, businesses continue to seek technology providers to supply value-added advice to help them identify and deploy IT solutions, rather than to just provide product selection, price, and availability.

2.1 Services by Lifecycle

Insight's end-to-end services provide optimum performance throughout the entire IT lifecycle. Our 1,100+ consulting and IT services professionals deliver a wide range of services to seamlessly plan, deploy, operate and refresh technology.

We are experts in planning & design, integration & deployment, management & cloud, and maintenance & warranty services.

PLAN

Strategy & Assessment Services

Insight performs a thorough analysis to identify underperforming components and ensure the right architecture and policies are in place going forward. Following an assessment, we will develop a growth plan and identify the right performance measures to track progress.

- Infrastructure assessments
- Virtualization assessments
- Network assessments

Design Services

Our expertise revolves around the Data Center, Server & Storage, Convergence and Software to optimize performance, mitigate risk and maximize the value of IT.

- Server & storage design
- Data center network design
- Converged infrastructure design
- Implementation planning
- Proof of concept
- Operational and strategic planning

DEPLOY

Integration Services

Our certified technicians perform a wide range of services from software imaging and hardware configuration to complex builds of rack servers and networks in our state-of-the-art ISO 9001:2008 certified labs.

- Basic IT Systems Integration
- Advanced IT Integration
- Image Development
- Image Management

Implementation Services

We offer a multi-phased IT systems implementation plan where we install, test and validate equipment so it is plug-and-play ready, then we spend time onsite performing knowledge transfer.

- Infrastructure engineering
- Project management
- Multi-site deployment

OPERATE

Management Services

We provide cost-effective solutions that quickly address evolving business priorities at inception or as part of long-term IT systems management.

- Remote Network Operations Center
- Telecom lifecycle management
- Mobility management
- Insight cloud services
- Onsite programs

REFRESH

Warranty Services

Our warranty services cover basic manufacturer programs to highly complex solutions. Our Warranty Services offering includes:

- Apple, Cisco, SMARTnet, HP and IBM warranty plans
- Warranty extensions including IT products we do not sell
- Warranty contract consolidation
- Uplifted service agreements
- Installation service agreements
- Software support agreements
- Accidental damage protection
- Disaster recovery services
- Advance replacement programs
- Data center maintenance

Maintenance Services

We also offer centralized asset removal, refurbishment and redeployment services for technology repair and replacement.

- Depot and Repair
- DOD Level Erasure and EPA Certified Disposal Services

2.2 Services by Practice

Consulting

We provide an extensive range of Strategy, Assessment, Design and Implementation Services. Please note that some of the following Services are not E-Rate eligible.

Collaboration Services

We increase productivity by streamlining communication channels onto a single, unified platform and by reducing the multitude of devices used.

- Unified Contact Center
- Video
- Voice

Data Center Services	We provide strategy assessments, personalized designs, streamlined deployment, installation and operations plans to create scalable Data Center solutions. • Enterprise Storage • Virtualized Infrastructure • Cloud (currently in development)
Office Productivity Services	We provide a full portfolio of Microsoft-based consulting services and solutions to help organizations gain business agility through strategic planning and operational efficiency. • Application Platform: Business Intelligence & CRM • Business Productivity: SharePoint, Lync, Messaging • Core I/O: Identity & Access Management, Systems Management & VDI
Networking Services	We provide customers with a comprehensive vision for their data, security and telephony infrastructure. Our management strategy gives customers a network roadmap to direct upcoming technology investments and a network positioned for the future. • Core • Security • Mobility • Wireless
Software Asset Management Services	We help customers manage and gain control of their software licenses, establish systems and maintain compliancy.

Managed

We provide Solutions that enable customers to scale cost effectively and quickly address evolving business priorities at inception or as part of a long-term management strategy. Please note that some of the following Services are not E-Rate eligible.

U.S. Labs	Customers use our Integration Lab Services as a strategic component of a complete lifecycle solution. • Ability to support deployments throughout U.S. • Integration Lab Facilities are ISO 9001: 2008 certified (U.S. only)
Remote Network Operations	Insight's Network Operations Center ("NOC") provides 24x7 proactive monitoring and management of customer network infrastructure including routers, switches, wireless, servers, IP telephony, contact center systems (enterprise and express versions), video conferencing and security devices. • Availability monitoring • Fault management • Guaranteed SLAs • Online device reporting • Asset management

	• Activity reporting • Service delivery reviews • Network documentation • Device configuration archives
Managed Mobility	We offer full Mobility lifecycle Solutions: • Embedded Wireless Activations • Mobile Device Configuration • Carrier Fulfillment & Administration • Mobility Service Desk • Remote MDM Server Administration • Device Hot Swap • Disposal Managed Services and Networking teams work together to offer: • Mobility Workshops • CYOD Workshops • Architecture Assessments • Wireless LANS • Network Access Control • MDM Implementation (Security) • MDM Optimization
Disposal Services	Our experts provide a Green, Responsible and Documented method to dispose of business equipment. We also provide Remarketing and Trade-In Services.
National Repair Center	Our ISO 9001:2008 certified National Repair Center (NRC) supports a wide range of customer equipment. Technicians are Tier 1 manufacturer trained and certified for warranty and out-of-warranty repairs.
Service Desk	The Service Desk provides complete IT Service Management solutions. • Central-Point-of-Contact to meet end-user and IT employee needs • Cost Effective • 24x7x365 on-shore staffed • Flexible and Scalable • Supports standard desktop software and hardware products
Connectivity Services	One-stop-shop for telecommunications needs. We work with best in the industry partners to deliver wireline and wireless solutions and combine them with our value added services.

Technical

Our experience and methodology includes consulting, initial planning and design, proof of concept, pilot, rollout and project closure. Our core competencies and key advantages collectively provide customers with a total solution. Please note that some of the following Services are not E-Rate eligible.

Multi-Site Deployments	Our services provide a comprehensive solution using a proven methodology across multiple technologies. This includes centralized management of: • Planning • Design • Procurement • Warehousing and logistics • Device configuration • Deployment • Project Management • Support • Cabling • Disposal
Onsite Programs	We offer customized, SLA-based services for IT operational support. • Program management • Lab/integration • Service desk • Desk-side support • Remote operations • Depot • Break-fix • Disposal
Maintenance Services	Our services are flexible and customizable. In addition to Ad Hoc Call Management and Dispatch Services, we will manage Work Orders and Technical Resources including Staffing and 3rd Party Partners.

The way Insight assists customers is unique. We see the internal Harlingen IT Procurement and IT Technology teams as "services providers" to your organization providing infrastructure, applications, collaboration, and operations services. To help you deliver these services, you need the right people, processes, technology and resources in place—this is the basis for meeting your needs, reducing costs, and maximizing your productivity.

"We're collaborative to the core,
connecting you with the **products**, **people** and **knowledge**
to help you build a smarter business."

We bring together integrated IT products and solutions from top IT vendors across the technology landscape. By partnering with Insight, you are assured of our strategic and methodical capability merging to deliver leading dependable and cost-effective solutions for planning, building and operating software, hardware and networking infrastructures, backed by comprehensive lifecycle and IT management services.

Our customized solutions, advanced level of services, pre- and post-sales support of our sales teams, licensing specialists and onsite manufacturer and publisher sales specialists and product champions, Technology Practice groups, dedicated account teams, extensive eCommerce and reporting capabilities are among our many value added services customers look for when selecting strategic IT partners. We continue to invest in our people, systems, and portfolio of solution offerings. By combining technology hardware, software, and services, Insight creates custom-tailored solutions designed to meet customers' unique requirements and changing IT goals while delivering strategic business value by streamlining IT management to reduce TCO.

2.3 Product Solutions

Insight, along with its affiliates, has identified the following product focus categories for all of our markets:

- Hardware: Desktops/Notebooks/Notebook Accessories, Networking, Servers/Storage, Printers/Consumables
- Software: Business Productivity, Virtualization, Data Protection, Creative

Insight resells products and services from over 5,000 supplier partners. These relationships give our team members direct access to OEM resources for training, design validation, and confidential product information. Some relationships of note include: Cisco Gold Certified Partner; Microsoft Gold and Silver Certified Partner and National Systems Integrator Partner; HP Platinum Certified Expertise and HP ServiceOne Delivery Partner Expert; Lenovo Premier Partner; IBM Premier Partner; VMware Premier Partner; and Symantec Platinum Partner.

We offer best-in-class products from leading industry vendors, such as the following:

Partner	Product
Cisco Systems	Network Infrastructure, Wireless, Video Conferencing, Unified Communications
4What Interactive	End User IPT Training Solutions
Aeroscout	Active RFID Tags
Adobe	PDF Software
AirTight Networks	Wireless Security
APC	Rack, Power and Cooling
Avaya	Communications Equipment
eGain	Contact Center Applications
HP Networking	Network and Wireless Infrastructure
ICI Networks	Wireless Integrated Systems (Cisco 3200 MAR enclosures)
IPcelerate	IP Applications
IronPort	Web and Email Security
IBM	Hardware and Software Solutions
Intel	Hardware and Software Solutions
ISI	Call Accounting and Telecom Services
Juniper	Network and Security infrastructure
Lenovo	Computers
Microsoft	Software
NetCordia	Network Analysis and Management tools
NetScout	Network Management
NICE Systems	Contact Center and Workflow Solutions

Partner	Product
Nuance	Text-to-Speech Apps
Pelco	Video Surveillance
RSA	Security Management and Data Loss Prevention
SchoolMessenger	IP-based Notification Solutions for K-12 and Higher Education
Symantec	End Point Protections and Data Loss Prevention
Syn-Apps	IP Communications Applications
TopSpeed Data	WAN Services, Circuits
Trend Micro	Anti-virus, Anti-spam, Anti-spyware
V-Brick Systems	IPTV, Encoders/Decoders
VMware	Virtualization and Cloud Computing
Websense	Security, URL filtering

2.3.1 Order Processing

By partnering with industry leaders, Insight offers state-of-the-art IT products delivered by a knowledgeable and responsive Inside Sales Team. This team undergoes continuous training to ensure that their knowledge of the product offerings is up-to-date. As a result, they can quickly and efficiently assemble a product solution that will integrate into the customer's infrastructure, while providing the highest level of service and support. Insight provides creative options for acquiring equipment, management of warranty contracts on equipment, and expedited and detailed order tracking. The Sales Solution Representative will ensure superior support levels and outstanding customer satisfaction.

The dedicated Harlingen/Insight Account Team will be responsible for order management. This management process will reduce Harlingen's costs associated with timing, availability, unit pricing, and meeting delivery requirements. The following steps make up the order management procedure:

1. Harlingen may place orders by phone, fax, mail, e-mail, or through our software Web portal at www.insight.com.
2. Once we receive your order it goes through a customer validation, P.O. quality check, a price check, and a product check via our backorder management process.
3. The order is then placed in the system and sent to the appropriate distributor or publisher for that product and an order confirmation is sent to you via e-mail.
4. The system is updated with distribution information such as ETAs (Estimated Times of Arrival) and PODs (Points of Delivery).
5. Customized reports, license proofs, management of returns, and invoice queries are available to you either online or through your Inside Sales team to help with compliancy.
6. Product is then delivered to the name and location you have specified at the time of order entry.

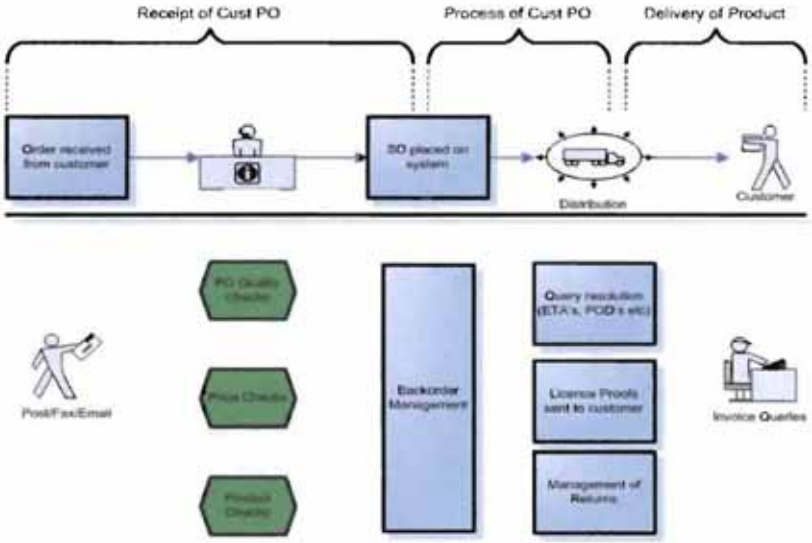

Figure 1: Insight Order Process

Insight is a flexible organization and will work with Harlingen in meeting any order process requirements. We will work closely with our manufacturers on lead time updates to inform you of the best possible product availability timelines.

2.4 Project Methodology Overview

Project Methodology Overview

To ensure that we employ best practices at all time, Insight follows a documented methodology developed to ensure that we serve our customers as consistently and effectively as possible (see below). Created by the management team – and updated on an ongoing basis – this methodology includes clear guidelines and procedures for delivering solutions and partnering with customers to review and improve these solutions.

Figure 2: Insight Project Methodology

The Insight Project Methodology includes the following phases:

- **Initiate** – Initiate is the first phase of the delivery cycle. In this phase, Insight reviews your business priorities, technical requirements, user communities, and desired outcomes to best understand what challenges and opportunities lie ahead for your business. During this phase the project scope is defined, the costs are documented, pricing created, and a Statement of Work (SOW) produced.
- **Plan** – The Plan phase is focused on developing project management plan documents, designing specific processes, testing plans, migration strategies, and conducting the Proof of Concept (POC) and Pilots. Based on the recommendations developed in the Initiate

phase, we delve deeper into understanding your network strategy and architecture, and create a new strategy and architecture in sync with your business priorities.

- **Execute** – The Execute phase is focused on delivering the planned work while tracking and reporting progress to project stakeholders. Working with your teams, we implement the solution for your business. Training, procedures documentation, pilot testing, and the production cutover/migration occur within this phase.
- **Close** – The Close phase is focused on completing all customer deliverables, performing final invoicing, and closing the project. Post-implementation support addresses any performance issues and transitions from the project team to your ongoing support team.
- **Monitor and Control** – Monitoring and Controlling project work occurs throughout the project lifecycle and includes the processes of tracking, reviewing, and reporting the progress of the project in meeting defined objectives.
- **Governance** – The Insight Governance Methodology objective is to provide a concise governance methodology for Insight to use in managing projects and outsourced programs. The Governance Methodology provides a consistent opportunity to review delivery and financial performance measurements for projects and outsourced programs by identifying and implementing continuous improvement and identifying opportunities to improve customer satisfaction.

2.5 Expertise

Insight's professionals possess a skill set that's unmatched in the industry, bringing deep technical knowledge and a keen business understanding to every partnership. We use shared knowledge to develop and define strategies and solutions. This means you are not just getting a dedicated team with rich industry experience, but the leveraged resources of an entire organization.

Cisco Gold Certified Partner

- **Master Specializations**
  - Collaboration
  - Security
  - Cloud Builder
  - Cloud and Managed Services
- **Cloud Partner**
  - Cloud Builder-Infrastructure, Management and Services
  - Storage: EMC
  - Virtualization: VMware
  - Cloud Management: VMware
  - Cloud Professional Services
- **Architecture Specialization**
  - Advanced Collaboration Architecture
  - Advanced Borderless Network Architecture
  - Advanced Data Center Architecture Specialization
- **Advanced Technology Providers**
  - Identity Services Engine
  - Unified Contact Center Enterprise
  - TelePresence Video Master
  - Customer Voice Portal
  - Physical Security
  - Data Virtualization
  - ServiceGrid Reseller
  - UCS Invicta
- **Cisco Managed Services Channel Program ("MSCP")**
  - Powered Unified Communications
  - Powered Managed Security
  - Powered Management Contact Center
- **Services Reseller**
  - Cloud Services Reseller

- **Advanced Specializations**
  - Advanced Content Security
  - Small Business
- **Other Authorizations**
  - Try and Buy
  - Global Resale Agent
  - Global Cloud and Managed Services ("CMSP") Host

Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- **HP Platinum Certified Expertise**
  - HP Virtualization Platinum
  - HP Storage Platinum
  - HP Networking Platinum
  - HP Services ServicesOne Partner
- **HP ServiceOne Delivery Partner Expert**
  - HP Printers Service
  - HP Desktop Service
  - HP Building Proactive Networks
  - HP Notebooks
  - HP Authorized Service Provider
- **HP Software Authorizations**
  - HP ArcSight Authorization
  - HP Enterprise Software Authorization
  - HP Fortify Authorization
  - HP TippingPoint Authorization
  - HP Vertica Authorization
  - HP Autonomy Authorization
- **Insight HP Direct Marketer Specialist**
  - HP Converged Infrastructure Certification
  - HP BladeSystem Certification
  - HP Enterprise Storage Certification
  - HP Networking Certification
  - HP Technology Services Certification
  - HP Software Certification
- **Insight HP Hardware Authorizations**
  - HP Business Critical Systems Authorization
  - HP Enterprise Networking Authorization
  - HP Enterprise Storage Authorization
  - HP Enterprise Storage P9000 (XP) Authorization
- **Other HP Specializations and Designations**
  - US System Builder Specialist
  - North American Managed Print Specialist
  - US HP Networking Master Partner Program
  - North America ServiceONE Expert – Sales and Delivery

2.6 Staff Certifications

Insight's staff, along with our affiliates', has extensive experience, technical skills and business skills, as detailed in the following Figure. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 3,100 technical certifications.

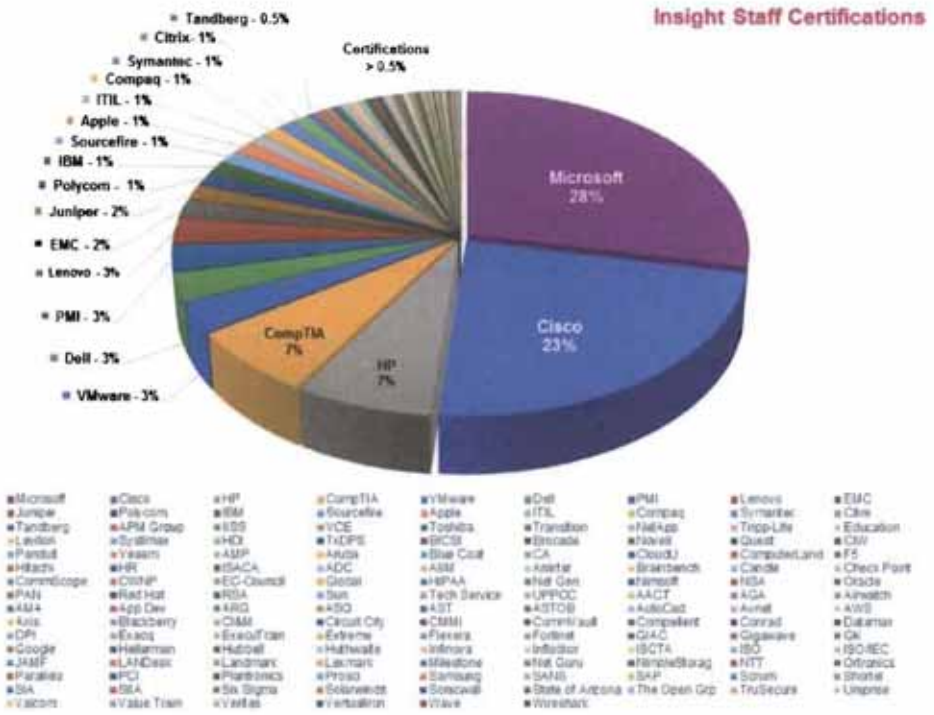

Figure 3: Insight Expertise

As we strive to align the appropriate technology with your strategic business goals, we never forget that a positive bottom line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

2.6.1 Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

• Cisco (77)	• Tandberg	• CommScope	• Novell
• Sourcefire	• VMware	• EC-Council	• Panduit
• Microsoft	• Leviton Am Aca PM	• EMC	• RSA
• HP	• AMA	• F5	• Solarwinds
• ITIL	• APM Group	• Gigawave	• Systimac
• CompTIA	• AWS	• Juniper	• Toshiba
• Citrix	• BICSI	• Net Gen	• TruSecure
• PMI	• Blue Coat	• NetApp	• VCE

2.7 Why Insight?

COMMITTED	CONSULTATIVE	DEPTH
Strong customer **relationships** through dedicated teams.	We listen to you. We assess. We customize solutions.	**Resources** aligned and ready. Robust partner portfolio.
EXPERTISE	**VALUE**	**ACCESSIBLE**
Certified and **Experienced** specialists, architects, consultants and engineers.	Products, knowledge and **service** throughout your entire IT lifecycle.	**Local** presence. **Global** reach. An extension of your team.

We're collaborative to the core.
We know our most important connections are human. That drives our culture, our partnerships, our approach, and our solutions. Across teams and across regions, we work as one team connecting you with the products, people and knowledge to help you build a smart business.

We deliver the expertise that drives business impact.
You need answers more than you need equipment. That's why we deliver the experience, intelligence and IT solutions that make the greatest strategic sense for your business challenges. Our integrated approach helps you scale faster, optimize technology investments and reach your long-term goals.

We integrate confidence into every solution.
We know trust and confidence are integral to your IT infrastructure and strategy. You need to be up-to-date, up-to-speed and fully informed. We make sure you run at high speed and low risk so you stay connected, on-budget and ahead of potential problems and threats.

We bridge the gap between budget and performance.
We provide trusted, cost-effective solutions that optimize your IT budget and deliver greater predictability on operating expenses. Your team gets the performance it needs at a cost that makes long-term financial sense.

Our connections make us stronger.
Our partnerships are critical to helping us develop a broad range of IT solutions that solve business challenges. Our customers depend on our expertise, and we depend on a select group of partners to help us deliver value.

We connect the world to a smarter way of doing business.
When we talk about connections, the conversation extends to every part of our business — from our partnerships to our offerings, from the technology we supply to the solutions we deploy. We enable companies to realize their business goals through more efficient and intelligent IT.

3. Terms & Conditions

Insight is pleased to provide the following E-Rate FY2016 Terms and Conditions related to our proposed Internal Connections and Basic Maintenance solution for Harlingen Public Library.

3.1 Acceptance

Signature by Harlingen Public Library on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

3.2 Contract Exceptions

Notwithstanding anything in the Harlingen Public Library's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

3.3 Contract for E-Rate Projects

1. Structure

a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Harlingen Public Library ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").

b. Performance of this Contract will commence on July 1, 2016, and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.

c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.

b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2016. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.

d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.

b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight

will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.

c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third Party invoice for such Product Maintenance.

c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).

f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit, before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.

d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.

e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than $500,000 in respect of injuries or death of any one person, $1,000,000 in respect of any one accident or disaster, and in an amount not less than $100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).

b. Resale of Third Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.

c. Products. ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.

d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.

b. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.

d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.

b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.

c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within 30 days after written notice thereof.

e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.

f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.

9. **Intellectual Property.** If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. **Confidential Information.** The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.

11. **Non-Solicitation.** The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise solicit the employment of any Insight or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for 1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an

amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.

12. **Independent Contractors.** Insight, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.

13. **Security Interest.** Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.

14. **Notices.** Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER:	_____	INSIGHT:	Insight Public Sector, Inc.
	_____		6820 South Harl Avenue
	_____		_____
	_____		Tempe, Arizona 85283
Attention:	_____	Attention:	IPS Proposal Department

15. General

a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.

f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.

"Services" means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

3.4 Contract Acceptance Page

Harlingen Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Harlingen Public Library and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Pricing	Exhibit 1	
Scope of Work	Exhibit 2	
Cabling Best Practices	Exhibit 3	
Work Approval Form	Exhibit 4	
Certificate of Insurance	Exhibit 5	

All of the foregoing together comprise and constitute one single contract between Harlingen Public Library and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Harlingen Public Library's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 201604016-erfp

HARLINGEN PUBLIC LIBRARY

By: _____
Authorized Signature

Name: _____
Printed or Typed

Title: _____

Date: _____

Address: _____

_____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____
Authorized Signature

Name: _____
Printed or Typed

Title: _____

Date: _____

Address: _____

_____

Attn: _____

3.5 Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Harlingen Public Library for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Harlingen Public Library ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Harlingen Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days' prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number:_____

Insight Reference Number: 201604016-erfp

HARLINGEN PUBLIC LIBRARY	**INSIGHT PUBLIC SECTOR, INC.**
By: _____	By: _____
Authorized Signature	Authorized Signature
Name: _____	Name: _____
Printed or Typed	Printed or Typed
Title: _____	Title: _____
Date: _____	Date: _____

3.6 Exhibits

Insight is pleased to provide the following Exhibits:

- Pricing
- Cabling Best Practices
- Certificate of Insurance

Exhibit 1: Pricing

Insight is pleased to provide the following detailed pricing for Harlingen Public Library's review and consideration.

Description	Cost
Professional Services Fees	$35,352.07
E-Rate Eligible (Cabling Installation)	$33,882.07
E-Rate Eligible (Internal Connections Installation)	$1,470.00
E-Rate Ineligible	$0.00
Hardware/Software Costs	$4,760.00
E-Rate Eligible	$4,760.00
E-Rate Ineligible	$0.00
Manufacturer Warranty Costs	$18,114.59
E-Rate Eligible	$18,114.59
E-Rate Ineligible	$0.00
Total Cost	**$58,226.66**

SMARTnet Services

Insight's SMARTnet services include:

U.S. K-12 Bundled Warranty Offer

Year 1	Year 2	Year 3
• NBD Advanced HW Replacement • Technical Assistance Center • Software updates • Registered use of cisco.com	• NBD Advanced HW Replacement • SW renewals (TAC, software updates, CCO) are required in Year 2 and 3 to take advantage of the NBD service coverage	• NBD Advanced HW Replacement • SW renewals (TAC, software updates, CCO) are required in Year 2 and 3 to take advantage of the NBD service coverage

Note:
1. CON-SW refers to new name for Cisco Base
2. Meraki products excluded

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Pricing Notes

1. Please refer to the following Quote(s) for detailed hardware/software/manufacturer warranty pricing, if applicable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.

Please note that upon contract award, Pricing will become part of the mutually agreed upon Contract.

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : Darak Weaver
Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
Phone: 800-688-8695 Ext. 6829
Fax: 630-295-7881
pleshette.gales@insight.com

Insight PUBLIC SECTOR

Quote# / Date: 041916HPL
today's Date: 4/27/2016
Buyer: Harlingen Public Library
Name: Joseph Muniz
Phone:
Email:

E-Rate RD 19 (FY2016)
Form 470 Submission

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
Router						
CISCO2951/K9	Cisco 2951 w/3 GE,4 EHWIC,3 DSP,2 SM,256MB CF,512MB DRAM,IPB	$7,500.00	44.00	$4,200.00	1	$4,200.00
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	$0.00	44.00	$0.00	1	$0.00
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	$0.00	44.00	$0.00	1	$0.00
PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	$0.00	44.00	$0.00	1	$0.00
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	$0.00	44.00	$0.00	1	$0.00
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	$0.00	44.00	$0.00	1	$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	44.00	$0.00	1	$0.00
CON-SW-2951	SMARTNET NO RMA Cisco 2951 w/3 GE	$804.00	100.00	$0.00	1	$0.00
MEM-2951-512U1.5GB	512MB to 1.5GB DRAM Upgrade (1GB+512MB) for Cisco 2951 ISR	$600.00	44.00	$336.00	1	$336.00
MEM-CF-256U1GB	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	$400.00	44.00	$224.00	1	$224.00
S2951UK9-15503M	Cisco 2951 IOS UNIVERSAL	$0.00	44.00	$0.00	1	$0.00
Switches						
MS320-48FP-HW	Meraki MS320 Cloud Managed 48 P	$8,485.00	44.00	$4,751.60	3	$14,254.80
LIC-MS320-48FP-5YR	Meraki MS320-48FP Enterprise Licen	$1,415.00	44.00	$792.40	3	$2,377.20
MA-CBL-TA-1M	Meraki 10 GbE Twinax Cable with	$100.00	44.00	$56.00	2	$112.00
UPS						
SMX3000RMLV2U	APC Smart-UPS X 3000VA Rack/Tower LCD 100-127V			$1,370.59	1	$1,370.59
Systimax Pricing						
	Infrastructure Cabling -			$33,882.07	1	$33,882.07
	Installation / Configuration			$1,470.00	1	$1,470.00

Sales Quote is valid for 30 days

TOTAL $ 58,226.66

TERMS AND CONDITIONS
Transaction is governed by the applicable contract between Insight Public Sector and the Texas Department of Information Resources
Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#
The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
INSIGHT PUBLIC SECTOR SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

Proprietary and Confidential. For use only by addressee.

Exhibit 2: Scopes of Work

Insight is pleased to provide the following proposed Scopes of Work in connection with our Professional Services Solution:

- 201604016-erfp-es1_ER19_Installation-Harlingen_PL
- 201604016-erfp-es2_ER19_Cabling-Harlingen_PL

Please note that upon contract award, the Scopes of Work will become part of the mutually agreed upon Contract.

Insight Public Sector, Inc. ("Insight") is proposing the services described herein for Harlingen Public Library ("Harlingen" or Customer).

Objectives

Insight will meet the following Services objectives:

- Implement new LAN/WAN infrastructure for Customer

Scope and Approach

Insight will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline, and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned, and future opportunities for recommendation

Implement

- Install and configure equipment, including:
    - 1 – Cisco 2951 Router/Gateway
    - 3 – Meraki MS320 Switches
- Install new infrastructure in parallel with existing infrastructure
- Execute implementation/cutover plan
- Execute implementation test plan and document results
- Finalize operational turnover documentation

Deliverables

Insight will provide the following deliverables:

Project Management

- Status reports
- Project workplan

Network Infrastructure

- Operational turnover documentation
    - Requirement summary
    - Logical and physical network diagrams
    - Implementation, migration, and test plans

Insight Responsibilities

Insight is responsible for the following:

- Insight will provide the applicable and necessary labor, materials, project management, and/or tools to perform the Services and provide the Deliverables described herein.

Customer Responsibilities

Customer is responsible for the following:

- Customer will provide network management information, where applicable (Syslog, NTP, SNMP, DNS, DHCP Scopes, etc.).
- Customer will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs).
- Customer will provide their Cisco Customer ID and regional SE contact(s) to support advanced troubleshooting as deemed appropriate with the network infrastructure components.
- Customer will conduct cabling plant (UTP and Fiber) management, administration, and troubleshooting.
- Customer will provide primary support and administration of the network security infrastructure (firewalls, IDS, SPAN Ports, etc.).
- Customer will provide copies of technical manuals, as needed.
- Customer will be responsible for any server, workstation, application, and printer IP address changes.
- Customer will be responsible for testing all required applications across the new network infrastructure. Insight will modify the network infrastructure based on the results of the application tests.
- Customer will be responsible for the migration of users and servers from the existing network to the new network. Insight will support the migration to ensure proper network functionality.
- Customer will facilitate and coordinate user acceptance activities (UAT) during the production validation of the migration phase.
- Customer will be responsible for providing adequate power, ventilation, cabling, and rack space for the new equipment within the required project timelines. This equipment will run in parallel with the existing network infrastructure.
- Customer will provide adequate staging facilities to store, burn-in, stage, and configure the new infrastructure.
- Customer will provide a single point of contact for all approvals, communications, change control, change orders and other activities with Customer user/IT communities.
- Customer will assist with the primary coordination and scheduling of internal department/vendor meetings with Customer support and management personnel.
- Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via

either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Customer.

- Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned, and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
- Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all Customer information, documentation, and technology necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- Project estimates assume that Customer will provide the Insight team with the information needed to complete the review and planning phase at the start of the project (e.g., current network and inventory documentation).
- Project estimates assume the network is stable and no immediate triage/remediation efforts are required prior to the integration of the new network infrastructure.
- Project estimates assume that Customer's personnel can answer questions related to network facilities including rack space, power, cable plant, and air conditioning.
- Project estimates assume Insight will be able to conduct network discovery scans on subnets affected by migration.
- Customer and Insight will develop an agreed-upon deployment timeline. Any interruptions to this timeline may result in a change order to the Insight Implementation Services quote.

- Each party agrees that personnel will not be asked to perform, nor volunteer to perform, tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
- If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
- Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law.
- The following are considered out-of-scope and are not part of the Services:
    - Formal user training
    - Electrical or cabling services
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

Timeframes

Insight estimates that the Services described herein will be completed within 1 week after the start of the project.

Fees

Professional Service Fees

Services will be provided for the fixed fee listed below.

	Fixed Professional Service Fee
E-Rate Eligible	Please Refer to Pricing Section of RFP
E-Rate Ineligible	Please Refer to Pricing Section of RFP
Total	Please Refer to Pricing Section of RFP

Pricing Assumptions

1. Professional Service Fees do not include any necessary hardware/software costs. Customer will not reimburse Insight for travel expenses, if any are required.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Insight observed holidays.
5. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work

requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

Location

The Services will be performed at the following Customer location(s):

- Harligen Public Library

Insight Public Sector, Inc. ("Insight") is proposing the services described herein for Harlingen Public Library ("Harlingen" or Customer).

Objectives

Insight will meet the following Services objectives:

- Install cabling for Internal Connections and Basic Maintenance project at Harlingen Public Library

Scope and Approach

Insight will perform the following Services:

- Install 144 Cat6 data drops for Harlingen Public Library
- Cabling Components:
    - General Cat6 cable - 7131802
    - Panduit Cat6 Jacks - NK6PPN24P
    - Panduit 24 port patch panels - NK688MYL
    - Panduit 3ft patch cables - NK6PC3YLY
    - Panduit 7ft patch cables - NK6PC7YLY
    - 2 port surface mount boxes - NK2BXIW-A
    - 2 APC 3150 – 6ft. network cabinet
- See Appendix 1 for cabling installation methods

Cabling

- Install cable pathways
- Install cable
- Perform closet build-out
- Terminate, label, and test cables

Project Management

- Serve as the primary point of contact to Customer on all project issues, needs, and concerns
- If requested by Customer, conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Manage the cabling team, resources and materials as necessary
- If requested by Customer, create and maintain a project plan in conjunction with Customer and measure weekly progress against mutually agreed-upon milestones

Deliverables

Insight will provide the following deliverables:

- As-built documentation
- Hard and soft copy test results for cables installed as part of this scope of work

- Documentation binder

Insight Responsibilities

Insight is responsible for the following:

- Insight will perform the Services using the cabling best practices listed in Exhibit 3.
- The assigned cabling project manager will not be staffed full time at Customer site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Customer's primary point of contact for all project issues, needs, or concerns.
- Insight will provide the applicable and necessary labor, materials, project management, and/or tools to perform the Services and provide the Deliverables described herein.

Customer Responsibilities

Customer is responsible for the following:

- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Customer.
- Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
- Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services,

including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight will transfer to Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products.
- Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
- Drop location and drop count is controlled by Insight. Drops may not be relocated without written approval from Insight. If a Customer employee requests a change, he or she must be referred to the Insight project manager.
- All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
- All requests for additional material must be submitted via fax or email.
- Each party agrees that personnel will not be asked to perform, nor volunteer to perform, tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
- If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
- The following are considered out-of-scope and are not part of the Services:
    - Formal user training
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

Completion Requirements

The work under this Scope of Work is complete when each of the following milestones has occurred ("Completion Requirements"):

- Invoice 50% of total - cable rough-in (pathway is established and copper cables are installed)
- Invoice 25% of total - fiber is installed and all cables (copper and fiber) are tested
- Invoice 25% of total - punch list is completed and deliverables have been submitted

Completion of each milestone will be evidenced by a Work Approval Form, which will be completed, executed, and delivered by Customer to Insight within ten (10) days of completion of the applicable milestone, unless Insight has not performed the Services subject to the milestone in accordance with

the terms of the Agreement and this Scope of Work. In such event, Customer must provide Insight with prompt written notice of such failure that reasonably identifies the failure, and Insight will have a commercially reasonable amount of time to cure the failure to the extent necessary to meet the milestone.

Timeframes

Insight estimates that the Services described herein will be completed within 4 weeks after the start of the project.

Fees

Professional Service Fees

Services will be provided for the fixed fee listed below.

	Fixed Professional Service Fee
E-Rate Eligible	Please Refer to Pricing Section of RFP
E-Rate Ineligible	Please Refer to Pricing Section of RFP
Total	Please Refer to Pricing Section of RFP

Pricing Assumptions

1. Professional Service Fees do not include any necessary hardware/software costs. Customer will not reimburse Insight for travel expenses, if any are required.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Insight observed holidays.
5. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

Location

The Services will be performed at the following Customer location(s):

- Harligen Public Library

Exhibit 3: Cabling Best Practices

The following are the Cabling Best Practices specified and implemented by Insight for all cabling projects.

Note

All installation practices must be approved by the Insight Project Manager before the work is performed. Also, any questionable application must be brought to the attention of the Insight Project Manager before the work in question is performed.

Architecture and Installation

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

Copper

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- In order to meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the manufacture recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. If it is practical, the primary protector should be mounted within 50 feet of the entry point. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) copper cable will be used.

Fiber Optic

- Insight will ensure all Fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) fiber will be used.

Equipment Racks/Cable Management

- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack.
- 7-foot floor racks will have vertical cable management installed on each side.
- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing #6 AWG solid copper cable.
- Horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.
- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
  - Light Interface Unit
  - Horizontal cable management
  - Patch panels

Conduit and Wall/Floor Penetrations

- Any conduit that is to be placed will follow these requirements:
  - Above ground, EMT or rigid (metal conduit, depending on the application).
  - Below ground, Schedule 40 electrical grade PVC.
  - For indoor conduit, EMT or rigid (metal conduit, depending on the application).
- Any penetrations of floors, firewalls and exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

Labeling

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by Customer.
- Insight will work with Customer prior to the start of the project to ensure the labeling scheme matches the Customer's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wrap-around cable labels.

Surface-Mounted Raceway, Boxes, and Faceplates

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.

- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceway will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

Testing and Certification

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to the following:
  - Wiremap
  - Impedance
  - Length
  - Resistance
  - Attenuation
  - Near-end and far-end crosstalk
  - Alien crosstalk
  - Return loss
  - Opens, shorts, grounds, and pair reversal
- Marginal Pass (PASS*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
- All fiber optic strands will be tested with a power meter and light source.
  - The db lost for each strand will not exceed the calculated loss budget.

Exhibit 4: Work Approval Form

The Work Approval Form is used to record Customer's acceptance of the work performed. This form may be used to obtain Customer's approval for any portion of the work, including but not limited to project milestones, Deliverables, and final task or project completion requirements.

Customer will ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight. Customer will indicate its acceptance of the Service or Deliverable by signing the Work Approval Form within 10 business days of its receipt from Insight. If Customer fails to respond within this 10-day period, Services and Deliverables will be deemed accepted.

A Service or Deliverable may be rejected only if the Service or Deliverable does not materially conform to its description in this proposal. If a Service or Deliverable does not materially conform to its description in this proposal, Customer shall provide written notice to Insight specifying the material nonconformity within 10 business of receipt of the completed Work Approval Form. Upon receipt of such notice, Insight shall have a reasonable amount of time, but no less than 30 days, to correct such nonconformity.

Insight Public Sector	*Work Approval Form [Project Name]*

The purpose of this form is to obtain the Customer's Approval of the work as defined in the Customer Approval section below. This form may be used to obtain the Customer's Approval for any portion of the work, including, but not limited to, project milestones, deliverables or final completion requirements. Please describe in the Work Description section below the work for which Customer Approval is requested. After the Customer signs this Approval Form, one original is returned to the Customer and other originals or copies are provided to the persons as specified in the Distribution List below.

General Information			
Project Name:	[Project Name]	**Project #:**	
Funding Request Number (FRN) ERATE Only:			
Customer:		**Customer Authorized Approver:**	
Site Address(es):		**Phone Number:**	
City:		**State, Zip:**	

Work Description			
Describe the work (or portion thereof) for which Approval is requested. **If a time and material job, include hours.** (Also, attach and/or reference statement of work, contract number, and/or work order.)			
Submitted By:		**Date:**	

Customer Approval				
Customer (1) accepts the work described above, (2) agrees the work has been completed and meets any completion criteria that may apply to the work, and (3) that for any payment due for the work, agrees that any conditions precedent to such payment have been met and hereby authorizes such payment ("Approval"). The signer represents and warrants that he/she is authorized to issue this Approval on behalf of the Customer.				
Disapproved ☐ (add comments)	**Authorized Signature:**		**Date:**	
Signer's Name:		**Signer's Title:**		
Comments:				
Distribution List: • Approver (original) • Project Manager (original) • Credit • Project Coordinator • District Services Manager •				

Revised 12/2010
WorkApprovalForm.doc

Project Name
©2010 Insight Public Sector

Approved by: PMO
Page 1

Exhibit 5: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/14/2015

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentry Casualty Company	28460
INSURER B:	Sentry Ins A Mutual Company	24988
INSURER C:	Berkley National Insurance Company	38911
INSURER D:	ACE American Insurance Company	22667
INSURER E:		
INSURER F:		

INSURED
Insight Public Sector, Inc.
Attn: Rosalind Berkely
6820 South Harl Avenue
Tempe AZ 85283 USA

COVERAGES CERTIFICATE NUMBER: 570057354143 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			TCP 7003951_Q-6	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	X Comp. Ded. $500 / X Coll. Ded. $1,000							
C	X UMBRELLA LIAB / X OCCUR			TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			900574903 AOS	04/15/2015	04/15/2016	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		900574904 MA, WI	04/15/2015	04/15/2016	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	E&O-PL-Primary			G21653135010 Claims Made	04/15/2015	04/15/2016	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. All Limits Shown are in US Dollars.

CERTIFICATE HOLDER

Insight Public Sector
6820 S. Harl Avenue
Tempe AZ 85283 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570057354143

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ACORD 25 (2014/01)

5)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **July 20, 2016**

Agenda Item:

Public hearing and take action to consider an Ordinance on First Reading to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3, Jay and Lori Subdivision; Lot 1, Bock 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 2, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.30 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 2.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Altas Palmas Road and Halpin Road. Applicant: City of Harlingen

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

Brief Summary:

Project Timeline

- July 2, 2016 – In accordance with Statute and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract
- July 13, 2016 – Public hearing was conducted by the Planning and Zoning Commission (P&Z). **The P&Z Commission recommended approval of the request by a 5 to 0 vote.**
- June 20, 2016 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- August 3, 2016 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- This is a City initiated rezoning to rezone the Not Designated ("N") District properties in the Harlingen Emerging West District. These properties were annexed into the city limits and zoned Not Designated ("N") District on November 2008. This City initiated rezoning is consistent with one of the goals of the Harlingen Comprehensive Plan, One Vision, One Harlingen, which is to zone all the Not Designated properties in the City. **(ATTACHMENT I-III).**

- The subject properties proposed for Residential, Single Family ("R-l") District are mostly developed with single family residential use; however, there are some lots with two to three single family residential structures on the same lot. In addition, there are also some lots with mobile home use, and a few lots with single family residential use and livestock on the property, and a few mixed use lots. The proposed rezoning is generally consistent with how most of properties are developed (**ATTACHMENT III-V**).

- The surrounding properties are zoned Residential, Single Family ("R-1") District and

Residential, Mobile Home District to the north, Not Designated ("N") District, Residential, Triplex and Quadruplex ("M-1") District and General Retail ("GR") District to the south, Not Designated ("N") District to the east, and Residential, Single Family ("R-1") District to the west. Surrounding land use consists of mostly single family residential use, some mobile home use and commercial use along the south side of Business 83 and Beckham Road. **(ATTACHMENT V).**

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan - One Vision, One Harlingen shows this area as low density residential. The request is consistent with the Future Land Use Plan and is generally consistent with the existing and surrounding land use in the area **(ATTACHMENT VI)**.

- To the present, the Planning and Zoning Department has received a letter from a property owner in objection to the requested rezoning **(ATTACHMENT VII).**

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 16_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM NOT DESIGNATED ("N") DISTRICT TO RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT FOR LOT 1, BLOCK 1, EDDIE LARA ESTATES; LOT 1, BLOCK 1, FRAUSTO ESTATES SUBDIVISIOIN; LOTS 1-3, JAY AND LORI SUBDIVISION; LOTS 1 AND 2; LOT 1, BLOCK 1, LUCAS ESTATES SUBDIVISION; LOT 1, BLOCK 1, MARIA GUADALUPE SUBDIVISION; LOTS 1 AND 2, BLOCK 1, PEN-ZAM ESTATES; LOT 1, BLOCK 1, STUART TOWNSITE NO. 2; 4.88 ACRES OUT OF BLOCK 17, 2.31 ACRES OUT OF BLOCK 20, 3.30 ACRES OUT OF BLOCK 21, 5.03 ACRES OUT OF BLOCK 22, 3.0 ACRES OUT OF BLOCK 23, 3.72 ACRES OUT OF BLOCK 24, AND 2.50 ACRES OUT OF BLOCK 25, STUART PLACE SUBDIVISION SURVEY 298; 2.71 ACRES OUT OF BLOCK 2, 1.10 ACRES OUT OF BLOCKS 2 AND 3; 4.79 ACRES OUT OF BLOCK 3, AND 6.28 ACRES OUT OF BLOCK 6, STUART PLACE TOWNSITE ACREAGE, ALL PROPERTIES GENERALLY LOCATED NORTH OF BUSINESS 83 BETWEEN ALTAS PALMAS ROAD AND HALPIN ROAD; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

> Rezoning from Not Designated ("N") District to Residential, Single Family District ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3 Jay and Lori Subdivision; Lot 1, Block 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 2, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.30 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 3.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Altas Palmas Road and Halpin Road.

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

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

FINALLY ENACTED this _____ day of _____, 2016 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Chris Boswell, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3, Jay and Lori Subdivision; Lot 1, Block 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 1, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.3 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 2.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Atlas Palmas Road and Halpin Road. Applicant: City of Harlingen

N

0 162.5 325

Feet

Zoning Designations

- Not-Designated (N)
- Single Family Residential (R1)
- Duplex Residential (R2)
- 3/4-Plex Residential (M1)
- Multi-Family Residential (M2)
- Mobile Home Residential (MH)
- Planned Development (PD)
- Office (O)
- Neighborhood Services (NS)
- General Retail (GR)
- Light Industry (LI)
- Heavy Industry (HI)

Boundary lines

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

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PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST TO REZONE FROM NOT DESIGNATED ("N") DISTRICT TO RESIDENTIAL, SINGLE FAMILY ("R-1) DISTRICT FOR LOT 1, BLOCK 1, EDDIE LARA ESTATES; LOT 1, BLOCK 1, FRAUSTO ESTATES SUBDIVISION; LOTS 1-3, JAY AND LORI SUBDIVISION; LOT 1, BLOCK 1, LUCAS ESTATES SUBDIVISION; LOT 1, BLOCK 1, MARIA GUADALUPE SUBDIVISION; LOTS 1 AND 2, BLOCK 1, PEN-ZAM EATATES; LOT 1, BLOCK 1, STUART TOWNSITE NO. 2; 4.88 ACRES OUT OF BLOCK 17, 2.31 ACRES OUT OF BLOCK 20, 3.30 ACRES OUT OF BLOCK 21, 5.03 ACRES OUT OF BLOCK 22, 3.0 ACRES OUT OF BLOCK 23, 3.72 ACRES OUT OF BLOCK 24, AND 2.50 ACRES OUT OF BLOCK 25, STUART PLACE SUBDIVISION SURVEY 298; 2.71 ACRES OUT OF BLOCK 2, 1.10 ACRES OUT OF BLOCK S 2 AND 3; 4.79 ACRES OUT OF BLOCK 3; AND 6.28 ACRES OUT OF BLOCK 6, STUART PLACE TOWNSITE ACREAGE, ALL PROPERTIES GENERALLY LOCATED NORTH OF BUSINESS 83 BETWEEN ALTAS PALMAS ROAD AND HALPIN ROAD. APPLICANT: CITY OF HARLINGEN

Mr. Olivo summarized the following:

This is a City initiated rezoning to rezone the Not Designated ("N") District properties in the Harlingen Emerging West District. These properties were annexed into the city limits and zoned Not Designated ("N") District on November 2008. This City initiated rezoning is consistent with one of the goals of the Harlingen Comprehensive Plan, One Vision, One Harlingen, which is to zone all the Not Designated properties in the City.

The subject properties proposed for Residential, Single Family ("R-l") District are mostly developed with single family residential use; however, there are some lots with two to three single family residential structures on the same lot. In addition, there are also some lots with mobile home use, and a few lots with single family residential use and livestock on the property, and a few mixed use lots. The proposed rezoning is generally consistent with how most of properties are developed.

The surrounding properties are zoned Residential, Single Family ("R-1") District and Residential, Mobile Home District to the north, Not Designated ("N") District, Residential, Triplex and Quadruplex ("M-1") District and General Retail ("GR") District to the south, Not Designated ("N") District to the east, and Residential, Single Family ("R-1") District to the west. Surrounding land use consists of mostly single family residential use, some mobile home use and commercial use along the south side of Business 83 and Beckham Road.

The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan - One Vision, One Harlingen shows this area as low density residential. The request is consistent with the Future Land Use Plan and is generally consistent with the existing and surrounding land use in the area.

To the present, the Planning and Zoning Department has received a letter from a property owner in objection to the requested rezoning.

Staff recommends approval of the request.

Mr. Olivo stated he was available to answer any questions.

Chrm. Peacock stated if there were any questions for the staff.

Cmr. Wolf asked what he is doing now on that property (referring to the property on the northeast corner of Altas Palmas and Business 83) zoning it will not change anything.

Mr. Olivo replied it will be grandfathered in as it is but he will not be able to expand the uses. The property owner requested to be removed from the rezoning request because he wants it designated for commercial use. He further stated that the property is currently classified with the Cameron County Appraisal District, Harlingen Waterworks, and our Public Works Department as a residential property.

Cmr. Lopez asked what was on the property located on the northeast corner of Beckham and Business 83.

Mr. Olivo replied it is a house with livestock in the rear of the property. He further stated that the two lots to the north of the subject property also have a single family residence with livestock on the property.

Cmr. Haire stated the property owner can come back later on and request the property to be rezoned as commercial.

Chrm. Peacock stated whatever livestock and the business they have now they can continue but they will not be able to sell it at its current use. If somebody else buys it they are buying it as a residential property but not with livestock.

Mr. Olivo replied that is correct, even right now where he has livestock in the back he can only keep what he has now. He cannot add anymore per the code of ordinance which states if it is less than five acres and not within an "N" District, you cannot have any livestock on the property.

Cmr. Wolf asked if there was a database of how many animals are on each property within the City and who polices that.

Mr. Olivo replied the Health Department.

Cmr. Haire asked if it was in the City limits or the ETJ.

Mr. Olivo replied it is in the City limits.

Cmr. Haire and Cmr. Jorn asked if they could leave Mr. Dominguez's corner property out as requested and approve the rezoning of the rest of the properties.

Mr. Davila stated just keep in mind that we want all the properties zoned and not have those as not designated.

With no further questions for staff, Chrm. Peacock opened the floor to a public hearing.

Darrell Gunn, 262730 Altas Palmas, approached stated he had no objections with the request. He had a question on the west side of Altas Palmas if it had been rezoned.

Mr. Olivo replied yes it has been rezoned.

Mr. Gunn asked south of Altas Palmas there are some tracts of land with multiple residences will they be affected or will they be grandfathered in.

Mr. Olivo replied they will be grandfathered in.

There were no further comments. Chrm. Peacock closed the public hearing.

VChrm. Consiglio motioned to approve the request as is. Cmr. Lopez seconded. There was some discussion to leave Mr. Dominguez's property out of the request. The motion passed unanimously to approve the rezoning request including Mr. Dominguez's property.

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

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

Project Address_____ Nearest Intersection_____

(Proposed) Subdivision Name See attached legal description Lot_____ Block_____

Existing Zoning Designation N Future Land Use Plan Designation Low density

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

Applicant/Authorized Agent City of Harlingen Planning Dept. Phone 956.216-5101 FAX 956.216-5265

Email Address (for project correspondence only):_____

Mailing Address 502 E. Tyler City Harlingen State TX Zip 78550

Property Owner City of Harlingen Phone_____ FAX_____

Email Address (for project correspondence only):_____

Mailing Address_____ City_____ State_____ Zip_____

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

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

Please provide a basic description of the proposed project: City Initiated Rezoning of the Not Designated properties.

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

Applicant's Signature: [signature] Date: 7/7/2016

Property Owner(s) Signature:_____ Date:_____

Accepted by:_____ Date:_____

Attachment II

Legal Description

Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3, Jay and Lori Subdivision; Lot 1, Bock 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 2, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.30 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 2.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Altas Palmas Road and Halpin Road. Applicant: City of Harlingen

Attachment III

Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for Lot 1, Block 1, Eddie Lara Estates; Lot 1, Block 1, Frausto Estates Subdivision; Lots 1-3, Jay and Lori Subdivision; Lot 1, Block 1, Lucas Estates Subdivision; Lot 1, Block 1, Maria Guadalupe Subdivision; Lots 1 and 1, Block 1, Pen-Zam Estates; Lot 1, Block 1, Stuart Townsite No. 2; 4.88 acres out of Block 17, 2.31 acres out of Block 20, 3.3 acres out of Block 21, 5.03 acres out of Block 22, 3.0 acres out of Block 23, 3.72 acres out of Block 24, and 2.50 acres out of Block 25, Stuart Place Subdivision Survey 298; 2.71 acres out of Block 2, 1.10 acres out of Blocks 2 and 3; 4.79 acres out of Block 3, and 6.28 acres out of Block 6, Stuart Place Townsite Acreage, all properties generally located north of Business 83 between Atlas Palmas Road and Halpin Road. Applicant: City of Harlingen

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- Subject Property

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Attachment IV

View from the North of Properties within the Requested Rezoning

SE Corner of Drury Road and Altas Palms Road

Altas Palmas Road north of Business 83

Attachment IV cont.

View from the West of Properties within the Requested Rezoning

South Side of Drury Lane

View from the North of the Properties within the Requested Rezoning
Beckham Road

Attachment IV

View from the North of Properties within the Requested Rezoning

Halpin Road

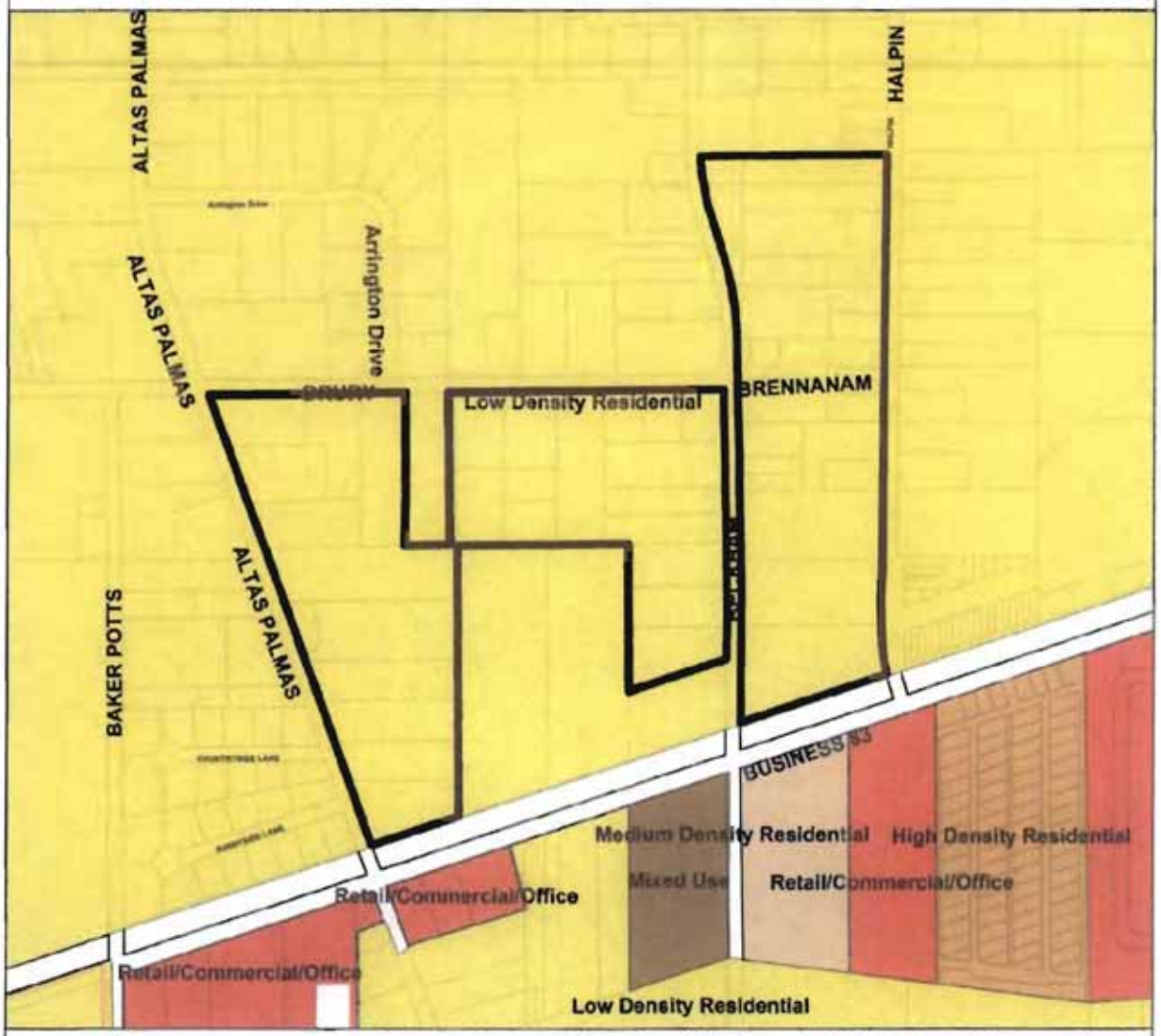
Halpin Road north of Business 83

Attachment V

Attachment VI

Future Land Use Map

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



N

0 162.5 325

Feet

Boundary lines

Harlingen city limits.shp

Subject Property

Future Land Use

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

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Attachment VII

Planning and Zoning Commission,

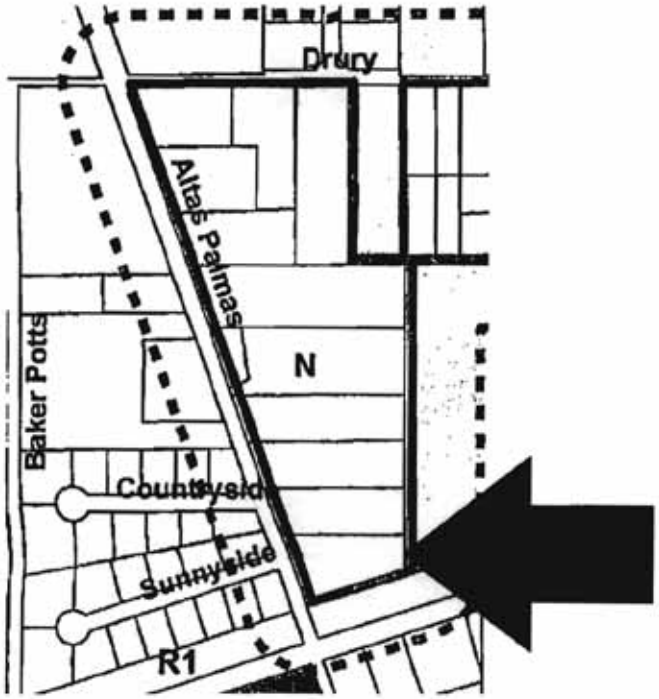
And

Mr. Olivo,

Daniel Dominguez

26417 Altas Palmas

Harlingen Texas



I am writing you to request you exclude my property from the current rezoning request and request the property be added to any future rezoning request so the Planning and Zoning Commission may zone the property closer to its intended uses.

If Harlingen's' Planning and Zoning Department's representative would have checked with me, the property owner, regarding the intention to rezone this property, we would have clearly realized a zoning category of "R-1" Single Family Residential would be inconsistent with its current uses. If I tried to classify the current property use at the address above, I feel it could potentially fit into multiple zones. For instance as a multifamily residential ("M2")zone I have two single family homes occupied at the same location, We recycle pallets for general retail/wholesale purposes ("GR"), We also conduct an open air business doing mechanical repairs and also buy and resell merchandise on the property to supplement our income. I would ask that the city of Harlingen exclude this property from the current request and include it in a future rezoning request that would closer reflect its intended uses. Please forgive my ignorance in the processes surrounding rezoning requests; However, I did attempt to get a better understanding of the process by reading the current Re-zoning Process documentation found on The City of Harlingen's website. Under the Section 17.04 Rezoning Process, the very first paragraph recommends if the OWNER is attempting to initiate a rezoning request, **he should have a sit down discussion with the Planning and Zoning Department.** Since the City of Harlingen's Planning and Zoning department initiated this request, one would think they would also express their intentions to the affected landowner before making the request. Ideally, the Planning and Zoning Department would also **attempt to have a sit down discussion** with the property **owners before submitting the rezoning request.** I am not sure why the City's Planning and Zoning Department does not contact property owners directly regarding a proposed application for rezoning, before the city makes its request to rezone. My property would clearly not comply with a strictly "R-1"Single Family Residential zone if converted from the current "N" Not designated and doing so could affect our livelihoods now or in the future.