

**CITY COMMISSION
AGENDA
REGULAR MEETING
FEBRUARY 7, 2024
@ 5:30 PM
CITY HALL, TOWN HALL MEETING ROOM
2ND FLOOR, 118 E. TYLER AVENUE
HARLINGEN, TEXAS**

Notice is hereby given that the City Commission of the City of Harlingen, Texas will hold a Regular Meeting on **WEDNESDAY, FEBRUARY 07, 2024 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

The public will be permitted to offer citizen communication or participate in items listed as public hearings as provided by the agenda and as permitted by the presiding officer during the meeting.

To offer citizen communication or participate in scheduled public hearings, go to www.harlingentx.gov and click on "PUBLIC HEARING AND CITIZEN COMMUNICATION FORM." Fill out the form and indicate the item you wish to address, and submit the form.

Please indicate (1) the agenda item on which you wish to speak, (2) whether you prefer to speak on the item during citizen communication or at the time the agenda item is brought for consideration before the City Commission.

To submit written comments regarding an item on the agenda for City Secretary, go to www.harlingentx.gov and click on "PUBLIC HEARING AND CITIZEN COMMUNICATION FORM". Write your comments (limited to 400 words or less) and submit the form.

PLEASE SUBMIT WRITTEN COMMENTS BEFORE 3 P.M. THE DAY OF THE MEETING.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Open Meetings Act.

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

The Harlingen City Commission reserves the right, pursuant to the Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

- 1) **Call Meeting to Order:**
 - a) Invocation - Commissioner Michael Mezmar
 - b) Pledge of Allegiance
 - c) Welcome Citizens
- 2) **Conflict of Interest:**

"Under State Law, a conflict of interest exists if a commission member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at the time?" **(City Attorney)**
- 3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*
 - a) Mayor's Announcements
 - b) City Manager's Announcements
 - c) City Commission Member Announcements
- 4) **Presentation of Awards**
- 5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*
- 6) **Approval of Minutes:**
 - a) Special Meeting of November 13, 2023
 - b) Regular Meeting of December 20, 2023
 - c) Joint Special Meeting of The Harlingen City Commission and Harlingen Waterworks Systems Board of Trustees January 11, 2024.
- 7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*
 - a) Consideration and possible action to approve a request from the Harlingen Marathon Event Committee to close the streets / intersections mentioned in Exhibit "A," Sunday, February 11, 2024, from 6:30 a.m. to 2:00 p.m. Attachment **(Police)**
 - b) Consideration and possible action to approve a request for street closures for the Downtown at Sundown Events to be held every 3rd Saturday of the month from 7:00 p.m. to 10:00 p.m. Attachment **(Police)**

East Side Intersection of Commerce Street / Jackson Avenue;
North and South side Intersections Jackson Avenue / "A", 1st, and 2nd Streets;
West Side Intersection of Jackson Avenue / 3rd Street.
 - c) Consideration and possible action to accept a one-year extension to the current Vaccination

Capacity Grant Contract #HHS001019500021 ending June 30, 2025. Attachment (**Health Department**)

- d) Consideration and possible action to approve a request from the Junior League of Harlingen to close the following streets, Saturday, April 13, 2024 from 7:00 a.m. to 11:00 a.m. for their KidFit Fun Run and Festival. Attachment (**Police**).

Fair Park Boulevard between North "L" Street and North "J" Street;
No thru traffic to include all entries and exits from The Harlingen Performing Arts & Municipal Auditorium Parking Lots;
Northsides Intersection of Fair Park Boulevard and Teege Avenue (northbound lanes only)

- e) Consideration and possible action to adopt an ordinance on second and final reading for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 521 W. Filmore Avenue, bearing a legal description of Lot 1, Block 132, Harlingen Original Townsite. Applicant: Reynaldo Del Toro Attachment (**Planning & Development**)
- f) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances, Chapter 111, Article X, Section 111-280, Special Sign Categories, Permitted and Prohibited, by clarifying the allowable signage for feather flag signs for commercial establishments exceeding 100 linear feet at the longest point. Applicant: City of Harlingen. Attachment (**Planning & Development**)
- g) Consideration and possible action to approve a request from Raymond Reyes to close West Jackson Avenue from Commerce Street to "F" Street and both sides of E, D, C, and West Streets, Saturday March 2, 2024 from 4:00 p.m. to 11:59 p.m. to hold the Tuned Motor Sports Car show and Cosplay. Attachment (**Police**)
- h) Consideration and possible action to approve a resolution authorizing the City Manager to submit a grant application to the LRGVDC FY 2024/2025 Solid Waste Grants Program. Attachment (**Special Projects Department**).

- 8) **Staff Reports and Other Discussion Items:** *Items in this section are not expected to require action by City Commission and are generally for information only. However, any item listed in this section may become an action item with the request of the Mayor, or after request of any two Commission Members, or the City Manager.*

- a) City Manager's Reports
b) Staff Report - Parks & Recreation

- 9) **Public Hearings:** *At this time, the Mayor will invite members of the public who have filled out the Public Hearing and the Citizen Communication Form to address each item listed in this section. Please limit your comments to the topic of that public hearing. If more than one public hearing is being held, you will be allowed to speak during each topic, provided you have filled out the Public Hearing and Citizen Communication Form for the appropriate topic. If you are signed up for two (2) or more Public Hearings, you will be limited to 5 minutes for all topics.*

- a) Public hearing for a Special Use Permit (SUP) to Cardiac Building Inc. to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2. Attachment (**Planning & Development**)
- b) Public hearing for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1402 E. Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition. Applicant: Ofelia Painter. Attachment

(Planning & Development)

- 10) **Action Items:** *City Commission will discuss, consider, and take any action deemed necessary on items listed in this section, including the adoption of a minute order, a resolution or an ordinance.*
- a) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to Cardiac Building Inc. to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2. ***(Planning & Development)***
 - b) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1402 E. Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition. Applicant: Ofelia Painter ***(Planning & Development)***
 - c) Consideration and possible action to approve a contract between the City of Harlingen and Dr. Robert Kellogg, DVM to provide services to the Harlingen Animal Shelter as needed. Attachment ***(Health Dept.)***
 - d) Consideration and possible action to approve an ordinance on first reading amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances, establishing fees for adoption of domestic dogs and cats, owner claims and other services provided by the City of Harlingen relating to Chapter 6 Animals. Attachment ***(Health Dept.)***
 - e) Consideration and possible action to authorize the City Manager to purchase three pick-up trucks from the general fund. Attachment ***(Public Works)***
 - f) Consideration and possible action to authorize the City Manager to purchase a new striping machine using general funds. Attachment ***(Public Works)***
 - g) Consideration and possible action to approve a request from Public Works Department, to authorize the City Manager to sell fill dirt removed from Lozano Detention Pond. ***(Public Works)***
 - h) Consideration and possible action to authorize the City Manager to purchase a new tractor and boom mower attachment using from general funds. Attachment ***(Public Works)***
 - i) Consideration and possible action to authorize the City Manager to approve the option of a one (1) year contract with Rubicon. Attachment ***(Public Works)***
 - j) Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) Grant Offer No. 3-48-0101-074-2024, for \$3,828,739.00 for the Runway Extension Project at Valley International Airport. Attachment ***(Airport)***
 - k) Consideration and possible action to approve the Equip Harlingen Grant Program. Attachment ***(Orlando Campos)***
 - l) Consideration and possible action to approve funding for TSTC Goal Line Assistance Program and TSTC CTE Signing Day Scholarship Program for \$100,000. Attachment ***(Beverly Loftus)***
 - m) Consideration and possible action to approve a resolution designating Plains Capital Bank as the depository for the City of Harlingen for safekeeping of securities and to designate authorized persons to deposit securities and withdraw pursuant to the Safekeeping/Custody Services Agreement Provisions. Attachment ***(Finance Dept.)***
 - n) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club for the use of the Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment ***(Parks & Recreation)***

- o) Consideration and possible action to renew the Service Agreement with the University of Texas Health Science Center at Houston to implement the "Tu Salud Si Cuenta" Program, aimed to promote healthy lifestyle changes for City residents and authorize the City Manager to sign the Contract. Attachment **(Parks & Recreation)**
- p) Consideration and possible action to authorize the City Manager to negotiate a Consulting Agreement with the highest ranked Consulting Firm. Attachment **(City Manager)**
- q) Presentation by Michael Kester, Chief of Police, regarding the purchase of a mapping software to minimize time of road closures within the City and authorize the City Manager to purchase software. Attachment **(Police)**.

11) Board Appointments

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.

Airport

Animal Shelter Advisory Committee (2)

Audit Committee (Terms expire in June)

Charter Review Committee (4)

Civil Service Commission

Community Development Advisory Board (1)

Construction Board of Adjustments (4)

Convention & Visitors Bureau

Development Corporation of Harlingen, Inc.

Downtown Improvement Board

Golf Course Advisory Board

Harlingen Community Improvement Board

Harlingen Housing Authority Board

Harlingen Finance Corporation (5)

Harlingen Teen and Young Adult Advisory Board (2)

Healthy Harlingen Advisory Board

Keep Harlingen Beautiful Board (1)

Library Advisory Board

Mayor Wellness Council

Museum Advisory Board

Parks Advisory Board

Planning & Zoning Advisory Board

Senior Citizens Advisory Board (2)

Small Business Committee

Tax Increment Finance Board (1)

Utility Board of Trustees

Veterans Advisory Board

Zoning Board of Adjustment (2)

- 12) **Executive Session:** *All items listed in this section will be deliberated in a closed session. Members of the public are not generally permitted to attend a closed session. Executive session items may be considered as an action item at the discretion of the Mayor. However, City Commission will not take any action in closed session.*

a) Pursuant to Government Code Section 551.071 - attorney consultation and contemplated litigation; Section 551.072 - deliberation regarding real estate; and Section 551.087 - economic development relating to the following projects:

- 1) Project Organic
- 2) Project Breeze
- 3) Project Rambo
- 4) Project Scale

b) Pursuant to Government Code Section 551.071 (1) and (2) - attorney consultation; Section 551.072 regarding Bass Pro land issue. **(City Manager)**

- 13) **Action on Executive Session Items:** *City Commission will reconvene in open session and may take action on any item listed in the Executive Session Section of this agenda.*

Consideration and possible action regarding items #12a (1), 12a (2), 12a (3), and 12a (4) as discussed in executive session.

- 14) Consideration and possible action regarding Item #12 (b) as discussed in executive session. **(City Attorney)**

- 15) **Adjournment:**

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the City's Internet Website and said Notice was posted on **FRIDAY, FEBRUARY 02, 2024** at or before 5:35 a.m.p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 2nd day of FEBRUARY, 2024


Amanda C. Elizondo, City Secretary

SPECIAL MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Special Meeting of the City Commission was held November 13, 2023, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and providing the public the ability to view the meeting via the internet, live streaming, and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda

Mayor Pro-Tem Rene Perez

Ford Kinsley Commissioner District 1

Daniel N. Lopez, Commissioner District 2

Michael Mezmar, Commissioner District 3

Frank Morales, Commissioner District 4

City Staff

Gabriel Gonzalez, City Manager

Amanda C. Elizondo, City Secretary

Mark Sossi, City Attorney

Invocation: Frank Morales

Pledge of Allegiance/Welcome

Mayor Sepulveda recited the Pledge of Allegiance and welcomed those participating in the meeting.

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time?"

Mark Sossi, City Attorney, read the conflict-of-interest statement and asked if any member of the City Commission had a qualifying interest in an agenda item.

Mayor Norma Sepulveda - None

Mayor Pro-Tem Perez - None

Commissioner Ford Kinsley - None

Commissioner Daniel N. Lopez - None

Commissioner Michael Mezmar - None

Commissioner Frank Morales - None

Citizen Communication/Input - None

- 1) Consideration and possible action to close the following streets on Sunday, December 3, 2023, from 8:30 a.m. to 1:30 p.m. to hold the South Texas International Marathon. ***This item was requested by Commissioner Frank Morales and Mayor Pro-Tem Perez. This item was tabled at the last Regular Meeting on November 1, 2023.***
East Old Hwy 83 from Bass Blvd. to Chester Park Road.

North on Chester Park Road to Frontage Road, take Frontage Road East to Spur 54; take a right on Bass Pro Drive; Take a left on Spur 54/West Jefferson Valley Fair; then North on Harlingen Heights Drive to the finish line.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to remove the item from the table. Motion carried unanimously.

Gabriel Gonzalez, City Manager, stated we received the insurance information from the coordinator of the South Texas International Marathon, and it was forwarded to risk management, for their review for city compliance.

Commissioner Morales stated he submitted the statement from the constable stating they would oversee the closing of the roads. I am still waiting for TxDOT to indicate they are okay with the street closures.

Basilio Mendoza (Coach) stated he has communicated with TxDOT for over a year. The last time he came before the city commission, he said that TxDOT wanted the city to do a traffic control plan and a resolution, which was done. The only thing pending is a signature from one of the Harlingen officials regarding the transportation application. We did not contract the Harlingen Police Dept. because the cost is \$14,000 and would not be able to raise that amount of money. We are trying to give out (5) - \$500 scholarships for students in each town involved and raise money for Salud y Vida for two locations in Cameron and Hidalgo Counties.

Commissioner Mezmar stated he understood the Mayor and City Manager's previous statements that nothing in the documents submitted says TxDOT approved the closing of the streets.

Mr. Gonzalez responded that is correct. They still need to sign the agreement that they have accepted the street closures. Once this is done, the city can approve the roads inside the city, conditioned on TxDOT's approval.

Mayor Sepulveda stated she was glad the constables would assist and donate their services, no mentioned of STEC/paramedics in case of a medical situation.

Mr. Mendoza stated medical tents would be set up every four miles, and the cities would be helping such as La Feria, Donna, and Mercedes. STEC will be taking care of Cameron County.

Commissioner Morales stated that STEC will be involved, they have been attending their meetings, and they will be compensated for their time.

Coach Mendoza stated there will be about 500 volunteers coming from two Edinburg hospitals. Weslaco first responders will be taking the lead on event. This endeavor has been challenging, and I am grateful for Commissioner Morales' help and guidance. This is the first time I have organized a marathon. I have been a cross-country coach for 32 years. I have been through 5ks and ultra marathons, but never through cities. Two consultants flew to the valley to provide advice. They could not be present due to a previous commitment to the East Coast. They are not part of our organization.

Mark Sossi, City Attorney, referred to Exhibit B, pages 6 and 7, which referred to a letter from law enforcement officials providing a traffic control plan. Page 2 of 7 states that the city will prepare a traffic enforcement plan to be approved by the state at least 48 hours before the scheduled event from the law enforcement agency. This will certify that they have read and will comply with that specific plan. A letter of general support is required. If the commission were to approve this item, we would still have to submit a traffic control plan to the state. The state would have to sign the agreement, and they would have to have a letter from the law enforcement agency assuring the state that they would comply with whatever traffic control plan the city engineer put together.

Mr. Gonzalez stated that approval of the street closures would include Chester Park, Bass Pro, and Harlingen Heights Drive; the others can be approved, subject to TxDOT approval.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the closure of the following streets: Chester Park, Bass Pro and Harlingen Heights Drive; subject to the City Manager and Mr. Sossi's approval. Motion carried unanimously.

Mr. Gonzalez suggested discussing Addendum Item No. 1 before going into the Executive session.

Mayor Sepulveda proceeded with the Addendum Item.

ADDENDUM ITEM NUMBER (1) Consideration and possible action to approve an Interlocal Agreement regarding Fire Inspection Services between the City of Brownsville and the City of Harlingen.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the Interlocal Agreement between the City of Brownsville and the City of Harlingen. Motion carried unanimously.

EXECUTIVE SESSION:

- 2) Consultation with legal counsel pursuant to TX Gov't Code 551.071 to receive communication protected by Attorney-Client Communication Privilege.
- 3) Consultation with legal counsel pursuant to TX Gov't Code 551.071 to receive communication protected by Attorney-Client Communication Privilege.

At 6:04 p.m., Mayor Sepulveda announced the City Commission would convene into Executive Closed Session to discuss Items 2 and 3.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to convene in Executive Session. Motion carried unanimously.

OPEN SESSION:

At 7:09 p.m., Mayor Sepulveda announced the City Commission had completed its executive session and declared the meeting open to the public.

- 4) Consideration and possible action to approve Item No. 2 as discussed in the executive session.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to proceed as discussed in Executive Session on Item 2. Motion carried unanimously.

- 5) Consideration and possible action to approve Item No. 3 as discussed in the executive session.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to proceed as discussed in Executive Session on Item 3. Motion carried unanimously.

- 6) Adjournment.

There being no other business to discuss, Mayor Sepulveda adjourned the meeting.

City of Harlingen

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held December 20, 2023, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and providing the public the ability to view the meeting via the internet, live streaming, and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us
Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda
Mayor Pro-Tem Rene Perez
Ford Kinsley Commissioner District 1
Daniel N. Lopez, Commissioner District 2
Frank Morales, Commissioner District 4

ABSENT:

Michael Mezmar, Commissioner District 3

City Staff

Gabriel Gonzalez, City Manager
Amanda C. Elizondo, City Secretary
Mark Sossi, City Attorney

Call Meeting to Order

Mayor Sepulveda called the meeting to order, announced that a quorum had been established, and stated that the meeting was duly posted according to state law. The following proceedings were held:

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time?"

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – None
Commissioner Ford Kinsley – None
Commissioner Daniel N. Lopez – Item 3 (c)
Commissioner Frank Morales – None

1) Presentation of Awards:

a) Mayor's Business of the Month Award – Island Vibes Smoothies and More

Amy Melchor (owner) was happy and honored to be chosen as Mayor's Business of the Month. She stated she planned to open another location in Harlingen and offer what larger cities have and nutrition to Harlingen.

Mayor Sepulveda congratulated Ms. Melchor and stated that the community nominated her for this recognition. Our community has embraced a healthier way of living because of your business.

b) Recognition Award – Harlingen High "Cardinals" Water Polo

c) Recognition Award – Harlingen High South "Hawks" Water Polo

- 1 d) Recognition Award – Harlingen High South “Hawks” Tennis Team
2 e) Recognition Award – Harlingen Housing Authority
3

4 Items (b through d) were postponed due to another conflict.
5

6 Hilda Benavidez, CEO of the Harlingen Housing Authority, thanked the Mayor and
7 Commissioners for the recognition; it is greatly appreciated. We are happy to be able to provide
8 housing for families in need, as well as social services for our youth and residents.
9

10 Carlos Perez, Chairman of the Harlingen Housing Authority Board, stated that it was an honor
11 to have participated and be recognized at the National Convention and to represent Harlingen and
12 the Rio Grande Valley.
13

14 Mayor Sepulveda thanked them for their many years of service. She recently heard from
15 someone in the community that they finally had a home for their family. They stated that the Housing
16 Authority staff were friendly, helpful, and accessible in guiding them on each step of the way. She
17 thanked them for their excellent work.
18

19 Citizen Communication/Input
20

- 21 • Ron Lozano – 2410 Riverside Dr., Harlingen, TX – Javelinas
22 • Raymond Reyes – 706 Nantucket Dr., Harlingen, TX – City Progress
23 • Robert Leftwich – 909 E. Parkwood, Harlingen, TX – Abuse of Office
24

25 2) Approval of Minutes
26

- 27 a) Regular Meeting of November 1, 2023
28

29 Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to
30 approve the Regular Meeting Minutes of November 1, 2023. Motion carried unanimously.
31

32 3) Consent Agenda
33

- 34 a) Consideration and possible action to approve an ordinance on the second and final reading for
35 a rezoning request from a Not Designated (“N”) District to a Residential, Single-Family (“R-1”)
36 District for a property bearing a legal description of 3.99 acres out of Block 139, Adams Garden
37 Subdivision “C,” located along the south side of Hughes Road, approximately 400 feet east of
38 Bass Boulevard. Applicant: Moore Land Surveying c/o Cano Home Builders.
39

40 ORDINANCE NO. 23 - 51
41

42 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
43 OF HARLINGEN: REQUEST TO REZONE FROM NOT DESIGNATED (“D”) DISTRICT TO RESIDENTIAL, SINGLE-FAMILY (“R-1”) DISTRICT FOR A
44 PROPERTY BEARING A LEGAL DESCRIPTION OF 3.99 ACRES OUT OF BLOCK 139, ADAMS GARDEN SUBDIVISION “C”; PROVIDING FOR
45 PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE
46 FOREGOING
47
48

49 PASSED AND APPROVED on first reading this 6th day of December 2023
50 PASSED AND APPROVED on this second and final reading on this 20th day of December 2023.
51

52 ATTEST:
53 /s/Amanda C. Elizondo, City Secretary
54

City of Harlingen
/s/Mayor Norma Sepulveda
55

- 56 b) Consideration and possible action to approve an ordinance on the second and final reading for
57 a rezoning request from a Residential, Multi-family (“M-2”) District to Planned Development
58 District (“PO”) for a 36-lot multi-family development with five ft. side yard setbacks, one access
59 point instead of the required two, and one cul-de-sac instead of the required two for a property

bearing a legal description of Lot 2, USBP Subdivision, located along the east side of New Hampshire Street approximately 1,200 ft south of Expressway 83. Applicant: David Chacon.

ORDINANCE NO. 23- 52

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT TO PLANNED DEVELOPMENT ("PO") DISTRICT FOR A 36-LOT MULTI-FAMILY DEVELOPMENT WITH 5 FT. SIDE YARD SETBACKS, ONE ACCESS POINT INSTEAD OF THE REQUIRED TWO, AND ONE CUL-DE-SAC INSTEAD OF THE REQUIRED TWO FOR A PROPERTY BEARING A LEGAL DESCRIPTION OF LOT 2, USBP SUBDIVISION, LOCATED ON THE EAST SIDE OF NEW HAMPSHIRE STREET APPROXIMATELY 1,200 FT. SOUTH OF EXPRESSWAY 83; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this 6th day of December 2023

PASSED AND APPROVED on this second and final reading on this 20th day of December 2023.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

c) Consideration and possible action to approve a request from Remi Garza, Elections Administrator for Cameron County to use the City Town Hall Room and the Harlingen Cultural Arts Center as an early voting site for the March 5, 2024, Primaries: Tuesday, February 20 thru Friday, February 23 from 9 a.m. to 7 p.m.; Saturday, February 24 and Sunday, February 25, from 10 a.m. to 5 p.m.; and Monday, February 26 thru Friday, March 1, 2024, from 9 a.m. to 7 p.m.

d) Consideration and possible action to approve the installation of speed humps in the following locations: This item was requested by Mayor Pro-Tem Rene Perez and Commissioner Frank Morales.

1. Dilworth Rd. between Garrett Rd and Country Ln
2. 200/300 Block of Oregon Street
3. 200/300 Block of Oklahoma Street

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Lopez to approve Item 3(a) and (b). Motion carried unanimously.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve Item 3(c) approve. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Morales, Kinsley, AGAINST: NONE; ABSTAINED: Commissioner Lopez. (Vote: 3-0-1)

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the amendments to Item 3(d) by adding Vicent Ave., Rio Hondo Rd. at Transition Academy (school zone area), 25th St., between Monroe Ave. and Jackson Ave., and north of the Arroyo Park on New Hampshire. Motion carried unanimously.

Mayor Sepulveda stated Oscar Garcia, Asst. City Manager will consider these streets and do the necessary studies to ensure that the street humps are needed in those areas and meet requirements.

4) Consideration and possible action to approve the participation of the Mayor and City Commissioners in the 2024 "It's Time Texas Community Challenge" and execute a Challenge Pledge form.

Javier Mendez, Parks and Recreation Director, stated the city will participate in the Texas Community Challenge and would like to take a photo of the City Commission signing the pledge forms. The challenge is for eight weeks, and it is a statewide competition. The goal is to transform the community's health. The challenge starts January 8, 2024, and will run through March 3, 2024.

We want to get as many people registered as possible to participate in the program. The Mayor has made it a challenge for staff to get people to register. We started with the firefighters from the A and B shifts and continued with Public Works Dept., School District, Walmart, HEB, and other larger employers. The city will get \$5,000 for the pledge tonight and another \$5,000 when we pledge to participate. The kickoff is scheduled for January 8, 2024, in Weslaco, Texas, at the LRGVDC Office. Staff ordered shirts for everyone with the Texas Community Challenge logo. There will be activities during the 8-week challenge. We will have the Walk with the Mayor, Commissioners, and possibly with the (Police/Fire) Chiefs. A weight-loss challenge will be held on January 30, 2024, and UT School of Public Health will participate.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the participation of the Mayor and City Commissioners in the 2024 "It's Time Texas Community Challenge" and execute the pledge form. Motion carried unanimously.

5) Consideration and possible action to accept or deny the donation from the Vietnam Veterans of America LRGV Chapter 856 for the construction and installation of a Vietnam Killed in Action (KIA) Memorial Monument and to approve the location.

Javier Mendez, Parks and Recreation Director, stated that the Veterans Organization approached the Parks Advisory Board to ask if we could accept the donation of the proposed monument. They would like to place the place the monument at the Veteran's Memorial; it will be of black granite and include all the names listed in the illustration. On November 21, 2023, the Parks Advisory Board voted and accepted the location. The monument will be placed on the right side of the Vietnam Monument. It will measure 6.5 ft. tall and 5 ft. wide.

Victor Zavala, Local Chapter 856, stated it has been 53 years since the war ended. There were concerns about the monument's location, which might detract from the park. I disagree about the foundation and whether it is strong enough to support the monument.

Commissioner Lopez asked if the list of the veterans was complete.

Mr. Zavala responded that it was. We have done the research, and we are confident it is complete.

Bert Castro (veteran) stated he is glad that the Vietnam Veterans of America have taken this initiative. The chairperson is from Brownsville, Tx. and saw the need to recognize these individuals. The chairman would be adding the name of Adan Najar. He was born and raised in Harlingen, but moved to Palm Springs, California, in his sophomore year. He is recognized on a national list for those killed in action, but listed under Palm Springs, California. The Harlingen veterans are noted on that list.

Victor Zavala stated the vendor working on the monument is from Harlingen. All we ask is a base and some lighting. We are part of the National Organization, LULAC and the American GI Forum.

Dawn Rae Leonard stated that Mr. Samuel Cardenas, a member of the Vietnam Veterans of America, Chapter 856, attended our Veteran's Advisory Board meeting in November and December and gave a presentation on the Vietnam Veterans killed in action. We propose constructing and installing the monument at the Pendleton Park Veteran's Memorial site. The Veterans Advisory Board members visited the proposed site. I contacted Javier Mendez for historical information about the construction of the Vietnam Memorial and any potential restrictions imposed on the project during the approval process or physical issues, such as water lines and run-off points, that need to be addressed. We have concerns about the proposed placement of the site. We observed muddy conditions and puddling of water at the site. Was it water run-off, too much irrigation, or water lines underneath the site that would need to be moved? We have identified other sites within the park that would be better suited for the memorial. One would be by the pond; two other sites were suggested along the parkway adjacent to the Vietnam Memorial. If the

monument was placed inside the boundaries of the Veteran's Memorial Monument, it would lack uniformity and would not aesthetically fit the flow of the Veteran's Memorial. This monument should be stand-alone. If we open the door for this monument piece to be constructed within the confines of the Vietnam Memorial, we will be compelled to entertain proposals for monuments representing any/all groups to do the same; we will run the risk of over-crowding the Vietnam Memorial. We appreciate the intent and spirit of this project. The VAB enthusiastically endorses this worthwhile endeavor. The monument is a tribute to these local heroes who lost their lives while serving our country. We agree it has been a long time coming. We do not recommend the initial proposed site for placement and hope the commission opts for a more viable location within the park.

Mayor Sepulveda stated she was in favor of what the veterans want, along with the location they choose to ensure the integrity and lifespan of the monument. They are intimately connected to this cause; I honor them for doing this.

Mr. Mendez stated that the committee from the Pendleton Veterans Memorial suggested it be located along the trail named Harlingen Hometown Heroes because it ties into the Veterans Memorial, which the Vietnam Veterans Organization endorsed. Ms. Lenoard stated, there was some puddling, but the irrigation was on a timer set for too long.

Commissioner Lopez stated he would want it to look very nice; if placed it next to the Vietnam Memorial. I would approve additional money for a nicer concrete walkway with extra lighting.

Juan Ortega (veteran) stated he would like to include the previously mentioned veteran by specifying his rank.

Commissioner Morales stated he would vote in favor of the location that has been suggested. I want proper display, tribute, and honor given to the names of the veterans that never came back.

Mayor Pro-Tem Perez thanked the veterans for bringing this to their attention and for remembering your brothers.

Commissioner Lopez stated that in accepting this gift, he would ask the City Commission to give the appropriate funding to Oscar Garcia, Asst. City Manager, to create the proper base to avoid issues with the sprinkler system and provide the appropriate lighting to give the families, friends and the community the proper respects.

Mark Sossi, City Attorney, stated that the location's approval is also needed.

Commissioner Lopez stated he would also like to approve the location specified and approved by the donors.

Mayor Sepulveda suggested reviewing the list of names to honor all who served.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to accept the donation from the Vietnam Veterans of America LRGV Chapter 856 for the construction and installation of a Vietnam Killed in Action (KIA) Memorial Monument and approve the location. Motion carried unanimously.

- 6) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A," establishing a storage fee for the HEB Tennis Center.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A", establishing a storage fee for the HEB Tennis Center of \$35.00. Motion carried unanimously.

7) Presentation and possible action establishing new garbage pick-up services for residential routes beginning March 4, 2024.

Oscar Garcia, Asst. City Manager for External Services, stated that in March 2023, staff proposed reducing the residential pick-up from 6 days to 4 days. In May, staff requested a budget amendment to purchase three additional residential refuse trucks and in October, staff requested another budget amendment to hire drivers to implement the new routes. Staff is ready to implement the 4-day weekly pick-up with a start date of March 4, 2024. This will allow us two weeks to prepare a video to educate and prepare the constituents.

Christopher Torres, Public Works Director, stated the route change is due to maintenance and fuel efficiency. The new schedule will be four days a week and provide the same service to the residents twice weekly. The area west of Commerce (10 routes) will be on Monday and Thursday, averaging 1,054 service points. The area east of Commerce (10 routes) will be on Tuesday and Friday with an average of 1,095 service points. The benefits of a 4-day weekly pick-up will reduce over-time, less fuel, reduced wear and tear on vehicles/tires, cost of maintenance, and less stress on personnel (driver fatigue). It will reduce the carbon footprint and amount of heavy equipment on city roads, overtime expenditures, and actual paid overtime that has increased since 2019. Implementing the 4-day pick-up would reduce overtime by \$300,000, fuel costs by \$60,000, and maintenance costs by \$102,000 over a projected three-year period.

2019-2020: Budgeted overtime - \$75,911 – Actual Paid overtime – \$97,070.53
2020-2021: Budgeted overtime - \$50,137 – Actual Paid overtime – \$101,744.92
2021-2022: Budgeted overtime - \$50,137 – Actual Paid overtime – \$137,266.85
Paid overtime: \$159,897.30 over the budgeted amount in overtime in three years*

Commissioner Lopez asked if this cost analysis includes the cost of the new trucks, the salaries for the drivers, etc.

Mr. Torres responded yes, Wednesdays will be used for maintenance, which we do not currently have for our trucks as they run Monday through Saturday; the fleet shop is closed on Sunday. It would also extend the lifetime of the equipment.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to establish new garbage pick-up services for residential routes beginning March 4, 2024. Motion carried unanimously.

8) Consideration and possible action to amend the budget for a deputy chief building official position.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to amend the budget for a deputy chief building official position. Motion carried unanimously.

9) Consideration and possible action to approve a resolution and an agreement for depository and banking services between the City of Harlingen and Plains Capital Bank.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the resolution and agreement for depository and banking services between the City of Harlingen and Plains Capital Bank. Motion carried unanimously.

10) Consideration and possible action to approve a \$10 discount fee for any of the following races at the Harlingen Marathon. A one-time code would be administered for each to increase the number of participants.

- Running Clubs/Groups
- HCISD employees
- Veteran & Military
- City of Harlingen employees
- City of Harlingen elected officials.

Commissioner Lopez stated I would like to add the HCISD employees and students to the cross-country teams, and maybe a deeper discount for the students. I would also like to give a discount to first responders, STEC (EMS), law enforcement, and firefighters.

Cassandra Consiglio, Convention & Visitors Bureau Director, stated last year, they had 1,100 runners; this year, we expect 1,300 runners. We increase the number every year. People can run a full 26-mile marathon or a half marathon or do a 5k walk or jog. Participants have seven hours to complete the course and they get to explore all of Harlingen on a different route.

Commissioner Lopez stated he would approve the proposed discount fee, subject to including HCISD students, first responders, and law enforcement.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve a \$10 discount fee for any of the following races at the Harlingen Marathon. A one-time code would be administered for each, increasing the number of participants, including HCISD students, first responders, and law enforcement. Motion carried unanimously.

11) Consideration and possible action to move the Harlingen City Commission Meeting of January 17, 2024, to January 10, 2024.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to move the Harlingen City Commission Meeting of January 17, 2024, to January 10, 2024. Motion carried unanimously.

12) Board Appointments

Commissioner Morales appointed Robert Rodriguez to replace Rene Perez on the T.I.R.Z. Board.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the appointment/replacement of Robert Rodriguez to replace Rene Perez on the T.I.R.Z. Board. Motion carried unanimously.

13) Adjournment

There being no other business to discuss, Mayor Sepulveda adjourned the meeting.

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

6C)

SPECIAL JOINT MEETING OF THE CITY OF HARLINGEN AND THE BOARD OF TRUSTEES OF THE
HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
HARLINGEN, TEXAS

A Special Meeting of the Harlingen City Commission and the Board of Trustees of the Harlingen Consolidated Independent School District was held Thursday, January 11, 2024 at 6:00 p.m., at UTRGV Harlingen Collegiate High, 2901 Medical Dr., Harlingen, Texas providing the public the ability to view the meeting via internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda
Mayor Pro-Tem Rene Perez
Ford Kinsley Commissioner District 1
Daniel N. Lopez, Commissioner District 2 (Via Zoom)
Michael Mezmar, Commissioner District 3
Frank Morales, Commissioner District 4

City Staff

Gabriel Gonzalez, City Manager
Amanda C. Elizondo, City Secretary
Mark Sossi, City Attorney

Harlingen Consolidated Independent School District Board Members

Dr. Belinda Reininger - President
Greg Power - Vice President
Dr. Nolan - Perez Secretary
Mr. Eladio Jaimez - Member
Dr. Gina Cano-Monreal Board Member
Mr. Ricky Leal - Member
Dr. Bobby Muñoz – Member

STAFF

Dr. J.A. Gonzalez - Superintendent

Call Meeting to Order

Mayor Norma Sepulveda called the meeting to order, announced a quorum was established and stated the meeting was duly posted according to state law.

Invocation: Commissioner Frank Morales

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time?"

Mark Sossi, City Attorney read the Conflict-of-Interest Statement and asked Mayor Sepulveda and the Commissioners if they had a conflict with any items listed on the agenda.

Mayor Norma Sepulveda – None

Mayor Pro-Tem Perez – **Abstained (Items (1 (a & b & Item 2 (a & b)**

Commissioner Ford Kinsley – None

Commissioner Daniel N. Lopez – none

Commissioner Michael Mezmar - None

Commissioner Frank Morales – None

Citizen Communication/Input – None

Pledge of Allegiance/Welcome:

Mayor Sepulveda recited the Pledge of Allegiance.

Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time"? (City Attorney

Mayor Norma Sepulveda - None

Mayor Pro-Tem Perez – None

Commissioner Ford Kinsley - None

Commissioner Daniel N. Lopez – None **(Via Zoom)**

Commissioner Michael Mezmar - None

Commissioner Frank Morales - None

Citizen Communication – None

1) Executive Closed Session – pursuant to Texas Government Code 551.074, and 551.089, deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

a) Joint discussion regarding law enforcement coordination between the City of Harlingen and Harlingen CISD.

b) Joint discussion regarding Interlocal Agreement between HCISD and the City of Harlingen School Resource Officer Program.

At 6:17 p.m., Mayor Sepulveda announced the City Commission would convene in executive session to discuss Items (a) and (b). .

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to convene in executive session to discuss Item (a & b). Motion carried as follows: FOR: Commissioners: Kinsley, Lopez, Mezmar, Morales; AGAINST: NONE; ABSTAINED: Mayor Pro-Tem Perez. Vote: (4-0-1). Motion carried unanimously.

2) GENERAL OPEN SESSION

a) Joint discussion between Harlingen CISD Board of Trustees and the Harlingen City Commission regarding law enforcement coordination for Harlingen Consolidated Independent School District.

b) Possible action regarding Interlocal Agreement between HCISD and the City of Harlingen for School Resource Officer Program.

At 8:27 p.m., Mayor Sepulveda announced the City Commission had completed the executive session and declared the meeting open to the public.

Motion was made by Commissioner Kinsley and seconded by Commissioner Mezmar to approve the SRO Agreement between the City of Harlingen and HCISD as discussed in executive session and authorize the City Manager to execute the agreement. Motion carried as follows: FOR: Commissioners: Kinsley, Mezmar, Lopez, and Morales. AGAINST: NONE; ABSTAINED: Mayor Pro-Tem Perez. Vote (4-0-1).

3 Adjournment

There being no other business to discuss, Mayor Sepulveda adjourned the meeting.

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

72)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Harlingen Marathon Event Committee to close the streets / intersections mentioned in attachment Exhibit "A," on Sunday, February 11, 2024 from 6:30 a.m. to 2:00 p.m. for the Marathon Event. Attachment (Police Dept.)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

The Harlingen Marathon will be held on Sunday, February 11, 2024 from 6:30 a.m. to 2:00 p.m. and the specific roadways and intersections for closure are listed in attachment Exhibit "A." Approximately 100 barricades will be needed for the event.

The street closures will help to ensure the safety of the participants and visitors attending this event.

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

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief's approval: ☒ Yes ☐ No ☐ N/A

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

Comments:

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

EXHIBIT - A

1. Fair Park Boulevard from Teege Avenue to "J" Street (No thru traffic) "to include all entries and exits of the Harlingen Performing Arts Center, Municipal Auditorium and Casa De Amistad parking lots."

(Please provide DETOUR signs for Fair Park Boulevard, Teege Avenue, West Adams Avenue, North "K" Street, West Washington Avenue and "J" Street)

2. N. L Street/ W. Adams Avenue (4 barricades and Traffic Control Police Officer)
3. N. L Street / W. Jefferson Avenue (2 barricades)
4. N. L Street / W. Madison Avenue (2 barricades)
5. N. L Street / W. Monroe Avenue (2 barricades)
6. N. L Street/ W. Barton Avenue (1 barricade)
7. N. L Street / W. Jackson Avenue (2 barricades)
8. N. L ½ Street/ W. Jackson Avenue (2 barricades and Traffic Control Police Officer)
9. S. L ½ Street / W. Van Buren (2 barricades and Traffic Control Police Officer)
10. S. K Street / W. Van Buren (2 barricades)
11. S. J Street / W. Van Buren (2 barricades)
12. S. Eye Street/ W. Van Buren (2 barricades)
13. S. H Street I W. Van Buren (2 barricades)
14. S. G Street/ W. Van Buren (2 barricades)
15. S. F Street I W. Van Buren (2 barricades and Traffic Control Police Officer)
16. S. E Street/ W. Van Buren (2 barricades)
17. S. D Street/ W. Van Buren (2 barricades and Traffic Control Police Officer)
18. S. C Street/ W. Van Buren (2 barricades)
19. S. West Street/ W. Van Buren (2 barricades and Traffic Control Police Officer)
20. N. West Street I W. Jackson Avenue (2 barricades and Traffic Control Police Officer)
21. N. Commerce Street/ W. Jackson Avenue (6 barricades and 2 Traffic Control Police Officers)
22. Alleyways on A Street between W. Monroe and West Van Buren Avenue (4 barricades)
23. 1st Street/ Jackson Street (Traffic Control Police Officer)
24. Alleyways on 2nd Street between E. Monroe and E. Van Buren Avenue (4 barricades)
25. Alleyways on 3rd Street between E. Monroe and E. Van Buren Avenue (4 barricades)
26. Alleyways on 4th Street between E. Monroe and E. Van Buren Avenue (4 barricades)
27. Alleyways on 5th Street between E. Monroe and E. Van Buren Avenue (4 barricades)
28. 6th Street/ E. Jackson Avenue (4 barricades and 2 Traffic Control Police Officers)
29. N. 6th Street / E. Monroe A venue (1 barricade on west side)
30. N. 6th Street/ E. Madison Avenue (1 barricade on east side)
31. N. 6th Street/ E. Jefferson Avenue (2 barricades and 2 Traffic Control Police Officers)
32. 76 Drive / City Lake Trail Entrance/ Exit on crosswalk near Library Parking lot (2 barricades)
33. N. 3rd Street/ E. Washington Avenue (2 barricades and Traffic Control Police Officer)
34. E. Woodland Drive/ N. 5th Street (2 barricades)
35. Lake Drive/ N. 5th Street (2 barricades)
36. N. 5th Street/ E. Austin Avenue (2 barricades and Traffic Control Police Officer)
37. N. 7th Street/ E. Austin Avenue (2 barricades and Traffic Control Police Officer)
38. N. 9th Street /E. Austin Avenue (1 barricade)

39. N. 11th Street/ E. Austin Avenue (1 barricade)
40. Business 77 / E. Austin Avenue (6 barricades and 2 Traffic Control Police Officers)
41. N. 13th Street/ E. Austin Avenue (4 barricades and 2 Traffic Control Police Officers)
42. N. 13th Street/ E. Bowie Avenue (2 barricades on east side)
43. N. 13th Street/ E. Crockett Avenue (2 barricades on east side)
44. N. 13th Street/ E. Grimes Avenue (2 barricades and 2 Traffic Control Police Officer)
45. High Street/ E. Grimes Avenue (2 barricades)
46. Pendleton Park Entrance/ Exit on E. Grimes Avenue (2 barricades and Traffic Control Police)
47. Pendleton Park Entrance/ Exit on Morgan Boulevard (2 barricades and Traffic Control Police)
48. Warren Avenue / Morgan Boulevard (1 barricade)
49. Charles Avenue / Morgan Boulevard (1 barricade)
50. Rio Hondo Road/ Morgan Boulevard (4 barricades and 2 Traffic Control Police Officers)
51. 29th Street / Rio Hondo Road (2 barricades and Traffic Control Police Officer)
52. Oak Street (TSTC) / Loop 499 (4 barricades and Traffic Control Police Officer)
53. Phoenix Drive/ Morgan Boulevard (1 barricade and Traffic Control Police Officer)
54. Memorial Middle School Parking Lot Exit/ Rio Hondo Road (1 barricade and Traffic Control)
55. 13th Street/ Rio Hondo Road (2 barricades and Traffic Control Police Officer)
56. 13th Street/ Marshall Avenue (1 barricade on east side).



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 01/05/2024




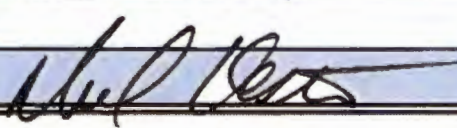
FROM: Officer Jose J. Lopez #4950

RE: Street Closure Request - Harlingen Marathon 02/11/2024

The City of Harlingen is hosting the Harlingen Marathon and is requesting a street closure.

The Harlingen Marathon is scheduled to start on February 11th, 2024 at 6:30 A.M and will officially stop at approximately 2:00 P.M. There will be emergency vehicles, pop up tents, vendors, stationed throughout the entire route. The following streets are requested to be temporarily closed throughout the duration of the event:

1. **Fair Park Boulevard from Teege Avenue to J Street (No thru traffic) "to include all entries and exits of the Harlingen Performing Arts Center, Municipal Auditorium, and Casa De Amistad parking lots"**
(Please provide Detour signs for Fair Park Boulevard, Teege Avenue, W. Adams Avenue, N. K Street, W. Washington Avenue, and J Street)
2. **N. L Street / W. Adams Avenue (4 barricades and Traffic Control Police Officer)**
3. **N. L Street / W. Jefferson Avenue (2 barricades)**
4. **N. L Street / W. Madison Avenue (2 barricades)**
5. **N. L Street / W. Monroe Avenue (2 barricades)**
6. **N. L Street / W. Barton Avenue (1 barricade)**
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11. **S. J Street / W. Van Buren (2 barricades)**
12. **S. Eye Street / W. Van Buren (2 barricades)**
13. **S. H Street / W. Van Buren (2 barricades)**

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		4950	01/05/24
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER		3019	1-5-24
DEPUTY CHIEF		1933	1-5-24
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	1-5-24



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

14. S. G Street / W. Van Buren (2 barricades)
15. S. F Street / W. Van Buren (2 barricades and Traffic Control Police Officer)
16. S. E Street / W. Van Buren (2 barricades)
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	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	4950	01/05/24
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER	<i>[Signature]</i>	3015	1-5-24
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
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55. 13th Street / Rio Hondo Road (2 barricades and Traffic Control Police Officer)
56. 13th Street / Marshall Avenue (1 barricade on east side)

This street closure is to ensure the safety of the attending public and participants. This temporary closure may affect traffic flow in the general area.

If approved, barricades are to be setup by the City of Harlingen Street Department prior to 4:00 A.M on Sunday, February 11th, 2024.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		4950	01/05/24
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER		3019	1-5-24
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

Re: STREET CLOSURE REQUESTS

Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>

Tue 1/9/2024 10:25 AM

To: Frances Pena - HPD <fpena@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

HFD has no issues with these closures.

E. Alvarez.

Get [Outlook for iOS](#)

From: Frances Pena - HPD <fpena@harlingentx.gov>

Sent: Monday, January 8, 2024 12:25:50 PM

To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure requests for the following events:

1. 2024 DOWNTOWN AT SUNDOWN
2. HARLINGEN MARATHON 2024

Please provide your recommendation so that I can include as agenda items at the next City Commission meeting.

Thank you!

Frances Pena

Exe. Admin. Asst.

Office of the Chief of Police Michael Kester

HARLINGEN POLICE DEPT.

1018 Fair Park Blvd.

Harlingen, TX 78550

(956) 216-5403 office

(956) 216-5407 fax

email: fpena@harlingentx.gov



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FW: Street Closure Request

Mike Kester - HPD <mkester@harlingentx.gov>

Fri 1/5/2024 9:04 AM

To: Frances Pena - HPD <fpena@harlingentx.gov>

📎 1 attachments (63 KB)

HarlMarathon_Street.pdf;

From: Cassandra Consiglio <ccuellar@harlingentx.gov>

Sent: Friday, January 5, 2024 9:03 AM

To: Mike Kester - HPD <mkester@harlingentx.gov>; Danny Villarreal - HPD <dvillarreal@harlingentx.gov>

Cc: Jose J. Lopez - HPD <jjlopez@harlingentx.gov>; Benito Bravo - HPD <bbravo@harlingentx.gov>

Subject: Street Closure Request

Please see the attached letter requesting street closures for the Harlingen Marathon.

Cassandra

Cassandra Cuellar Consiglio, CPM

Visit Harlingen Director

Cell: 956.873.0391 | Office: 956.622.5053

NOTE: This email message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by replying to this email, and destroy all copies of the original message.



To: City of Harlingen Police Department

From: Visit Harlingen

Re: Street Closure Request – Harlingen Marathon February 11, 2024

The City of Harlingen is hosting the Harlingen Marathon and is requesting a street closure.

The Harlingen Marathon is scheduled to start on February 5th, 2023 at 6:30 A.M. and will officially stop at approximately 2:00 P.M. There will be emergency vehicles, pop-up tents, and vendors, stationed throughout the entire route. The following streets are requested to be temporarily closed throughout the event:

1. Fair Park Boulevard from Teege Avenue to J Street (No through traffic) "to include all entries and exits of the Harlingen Performing Arts Center, Municipal Auditorium, and Casa De Amistad parking lots."

(Please provide Detour signs for Fair Park Boulevard, Teege Avenue, W. Adams Avenue, N. K Street,

- **W. Washington Avenue, and J Street)**
- **2. N. L Street / W. Adams Avenue (4 barricades and Traffic Control Police Officer)**
- **3. N. L Street / W. Jefferson Avenue (2 barricades)**
- **4. N. L Street / W. Madison Avenue (2 barricades)**
- **5. N. L Street / W. Monroe Avenue (2 barricades)**
- **6. N. L Street / W. Barton Avenue (1 barricade)**
- **7. N. L Street / W. Jackson Avenue (2 barricades)**
- **8. N. L ½ Street / W. Jackson Avenue (2 barricades and Traffic Control Police Officer)**
- **9. S. L ½ Street / W. Van Buren (2 barricades and Traffic Control Police Officer)**
- **10. S. K Street / W. Van Buren (2 barricades)**
- **11. S. J Street / W. Van Buren (2 barricades)**
- **12. S. Eye Street / W. Van Buren (2 barricades)**
- **13. S. H Street / W. Van Buren (2 barricades)**

Thank you,

Cassandra Consiglio



Visit
HARLINGEN
TEXAS

HARLINGEN MARATHON

26.2, 13.1, RELAY & 5K



★ **FEBRUARY 11TH ★ 2024** ★

26.2 | 13.1 | RELAY & 5K

BOSTON MARATHON QUALIFIER

★ **A RUN FOR EVERYONE** ★

★ WWW.MYHARLINGENMARATHON.COM ★



To: City of Harlingen Police Department
From: Visit Harlingen

Re: Street Closure Request – Harlingen Marathon February 11, 2024

The City of Harlingen is hosting the Harlingen Marathon and is requesting a street closure.

The Harlingen Marathon is scheduled to start on February 11, 2024 at 6:30 A.M. and will officially stop at approximately 2:00 P.M. There will be emergency vehicles, pop-up tents, and vendors, stationed throughout the entire route. The following streets are requested to be temporarily closed throughout the event:

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(Please provide Detour signs for Fair Park Boulevard, Teege Avenue, W. Adams Avenue, N. K Street,

W. Washington Avenue, and J Street)

- 2. N. L Street / W. Adams Avenue (4 barricades and Traffic Control Police Officer)
- 3. N. L Street / W. Jefferson Avenue (2 barricades)
- 4. N. L Street / W. Madison Avenue (2 barricades)
- 5. N. L Street / W. Monroe Avenue (2 barricades)
- 6. N. L Street / W. Barton Avenue (1 barricade)
- 7. N. L Street / W. Jackson Avenue (2 barricades)
- 8. N. L 1/2 Street / W. Jackson Avenue (2 barricades and Traffic Control Police Officer)
- 9. S. L 1/2 Street / W. Van Buren (2 barricades and Traffic Control Police Officer)
- 10. S. K Street / W. Van Buren (2 barricades)
- 11. S. J Street / W. Van Buren (2 barricades)
- 12. S. Eye Street / W. Van Buren (2 barricades)
- 13. S. H Street / W. Van Buren (2 barricades)

Route Intersections	Barricades
Fairpark & Teege	
N. L St. & W. Adams Ave.	4
N. L St. & W. Jefferson Ave.	2
N. L St. & W. Madison Ave.	2
N. L St. & W. Monroe Ave.	2
N. L St. & W. Barton Ave.	1
N. L St. & W. Jackson Ave.	2
N. L 1/2 St. & W. Jackson Ave.	2
S. L 1/2 St. & W. Van Buren Ave.	2
S. K St. & W. Van Buren	2
S. J St. & W. Van Buren	2
S. Eye St. & W. Van Buren	2
S. H St. & W. Van Buren	2
S. G St. & W. Van Buren	2
S. F St. & W. Van Buren	2
S. E St. & W. Van Buren	2
S. D St. & W. Van Buren	2
S. C St. & W. Van Buren	2
S. West St. & W. Van Buren	2
N. West St. & W. Jackson Ave.	2
N. Commerce St. & W. Jackson Ave.	2
Alley A St. from W. Monroe & W. Van Buren	4
1st & Jackson	4
Alleyway of 2nd St. from E. Monroe & Van Buren	4
Alleyway of 3rd St. from E. Monroe & E. Van Buren	4
Alleyway of 4th St. from E. Monroe & E. Van Buren	4
Alleyway of 5th St. from E. Monroe & Van Buren	4
N. 6th St. & E. Jackson Ave.	4
N. 6th St. & E. Monroe Ave.	1
N. 6th St. & E. Madison Ave.	1
N. 6th St. & E. Jefferson Ave.	2
76 Drive & City Lake Entrance	2
N. 3rd St. & E. Washington Ave.	2
N. 5th St. & E. Woodland Dr.	2
N. 5th St. & Lake Drive	2

N. 5th St. & E. Austin Ave.	2
N. 7th St. & E. Austin Ave.	2
N. 9th St. & E. Austin Ave.	1
N. 11th St. & E. Austin Ave.	1
Business 77 & E. Austin Ave.	6
N. 13th St. & E. Austin Ave.	4
N. 13th St. & E. Bowie Ave.	2
N. 13th St & E. Crockett Ave.	2
N. 13th St. & E. Grimes Ave.	2
High St. & E. Grimes Ave.	2
Pendleton Park Entrance from E. Grimes Exit	2
Morgan Blvd. Exit from E. Grimes Exit	2
Warren Ave. & Morgan Blvd.	1
Charles Ave. & Morgan Blvd.	1
Rio Hondo Rd. & Morgan Blvd .	4
29th St. & Rio Hondo Rd.	2
Oak St. & Loop 499 TSTC	4
Iwo Jima Monument Turn Around Relay Bus Pickup	
Phoenix Dr. & Morgan Blvd.	1
Memorial MS Parking Lot/ Exit Rio Hondo Rd.	1
N. 13th St. & Rio Hondo Rd.	2
N. 13th St. & Marshall Ave.	1

7b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a request for street closures for the Downtown at Sundown events being held on every 3rd Saturday of the month from 7:00 p.m. to 10:00 p.m. Attachment (Police).

- East side intersection of Commerce Street / Jackson Avenue;
- North and south side intersections Jackson Avenue / "A" Street;
- North and south side intersections of Jackson Avenue / First Street;
- North and south side intersections Jackson Avenue / 2nd Street; and,
- West side intersection of Jackson Avenue / 3rd Street.

Prepared By (Print Name): **Michael Kester**

Title: **Chief of Police**

Signature:



Brief Summary:

Alexis Riojas, Downtown Director is requesting the following street closures for the Downtown at Sundown events from 7:00 p.m. to 10:00 p.m.:

- East side intersection of Commerce Street / Jackson Avenue;
- North and south side intersections Jackson Avenue / "A" Street;
- North and south side intersections of Jackson Avenue / First Street;
- North and south side intersections Jackson Avenue / 2nd Street; and,
- West side intersection of Jackson Avenue / 3rd Street.

The barricades are to be delivered and installed by the City's Streets Department by 3:00 p.m. on the day of each event and barricades are to be removed by 11:00 p.m. on the day of each event.

Event will be on every 3rd Saturday of the month from 7:00 p.m. to 10:00 p.m. on the following days:

	May 18, 2024
February 17, 2024	June 15, 2024
March 16, 2024	July 20, 2024
April 20, 2024	August 17, 2024

The street closures will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:			
Staff recommends approval.			
For Street Closures ONLY, Fire Chief's approval:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
City Manager's approval: <i>GG</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Comments:			
City Attorney's approval:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 1/5/24

FROM: District Representative Benito Bravo #3412

RE: Street Closure Request for Downtown at Sundown 2024 Calendar Year

Requestor: Harlingen Downtown Director Alexis Alaniz Riojas

This IDC is in reference to requests for Street Closures for the 2024 Downtown at Sundown calendar year that will run until August 2024. Downtown at Sundown is a family and pet friendly event that includes a market, beer garden and concert. In addition to the vendor booths that will be set up along Jackson Street several downtown merchants will be open late so that event attendees can shop at night. These events are hosted by the Harlingen Downtown Board and held every third Saturday of the month from 7:00 P.M. to 10:00 P.M.

The following dates are the scheduled events for the 2024 Downtown at Sundown calendar year:

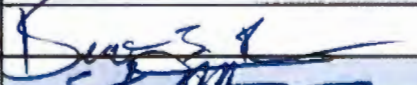




January 20, 2024
February 17, 2024
March 16, 2024

April 20, 2024
May 18, 2024
June 15, 2024

July 20, 2024
August 17, 2024

Mrs. Riojas the Harlingen Downtown Director is requesting on behalf of the Harlingen Downtown Board the closure of the following streets, for the safety of the public in attendance, on each of the events:

- Close the east side intersection of Commerce Street / Jackson Ave.
- Close the north and south side intersections of Jackson Ave./ A Street.
- Close the north and south side intersections of Jackson Ave./ First Street.
- Close the north and south side intersections of Jackson Ave./ 2nd Street.
- Close the west side intersection of Jackson Ave./ 3rd Street.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	01/05/2024
SERGEANT / SUPERVISOR		3464	1/5/24
COMMANDER / MANAGER		3019	1-5-24
DEPUTY CHIEF		1933	1-5-24
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	1-5-24



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 3:00 P.M. on Friday the day before each event. The barricades are to be set up on the street at 4:00 P.M. and removed from street at 11:00 P.M. on the day of each event. A copy of the map is attached to this IDC.

[Handwritten signature]

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	3412	01/05/2024
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER	<i>[Signature]</i>	3019	1-5-24
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

Re: STREET CLOSURE REQUESTS

Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>

Tue 1/9/2024 10:25 AM

To: Frances Pena - HPD <fpena@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

HFD has no issues with these closures.

E. Alvarez.

Get [Outlook for iOS](#)

From: Frances Pena - HPD <fpena@harlingentx.gov>

Sent: Monday, January 8, 2024 12:25:50 PM

To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure requests for the following events:

1. 2024 DOWNTOWN AT SUNDOWN
2. HARLINGEN MARATHON 2024

Please provide your recommendation so that I can include as agenda items at the next City Commission meeting.

Thank you!

Frances Pena

Exe. Admin. Asst.

Office of the Chief of Police Michael Kester

HARLINGEN POLICE DEPT.

1018 Fair Park Blvd.

Harlingen, TX 78550

(956) 216-5403 office

(956) 216-5407 fax

email: fpena@harlingentx.gov



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Downtown at Sundown Street Closures 2024



Benito Bravo - HPD

From: Alexis Riojas
Sent: Thursday, January 4, 2024 10:37 AM
To: Frances Pena - HPD
Cc: Mike Kester - HPD; Amanda V. Lucio; Josh Ramirez; Benito Bravo - HPD; Charles Fechner - HPD; Frances Pena - HPD; Hector Leal - HPD; Jose J. Lopez - HPD; Manuel Tovar - HPD; Jorge Moreno - HPD; Orlando Gonzales - HPD
Subject: Street Closures: Downtown at Sundown 2024
Attachments: D@S MAP OF STREET CLOSURES 2024.pdf

Good Afternoon,

"Downtown at Sundown" as of this moment will be held every 3rd Saturday of the month from 7 pm - 10 pm. Attached is a street closure map for the event for the year. Street closures will begin at 4:00 p.m. - 11:00 p.m.

Following Dates:

January 20, 2024
February 17, 2024
March 16, 2024
April 20, 2024
May 18, 2024
June 15, 2024
July 20, 2024
August 17, 2024

We are in the works to change this event to seasonal after August's event. Our office will keep you updated if there will be any future street closure requests for this event. Let me know if you have any questions.

Thank you,



7C)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to accept a one-year extension to the current Vaccination Capacity Grant contract # HHS001019500021 ending June 30, 2025.

Prepared By (Print Name): Shannon Harvill
Title: Environmental Health Director

Signature: 

Brief Summary:

The City of Harlingen Health Department is requesting to accept a one-year extension on the current Vaccination Capacity grant which currently ends June 30, 2024. The Department of State Health Services (DSHS) is working with CDC for there to be no gaps while the approvals are being sent out to each grant holder. This extension will be from June 30, 2024 to June 30, 2025.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

Comments:

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

Mayra Herrera

From: Shannon Harvill
Sent: Thursday, January 11, 2024 4:43 PM
To: Mayra Herrera
Subject: FW: RESPONSE REQUIRED: Immunizations COVID Contract Extension Request- HHS001019500021 CITY OF HARLINGEN
Attachments: DSHS - Face Page.docx; Budget Change Request Worksheet.xlsx; City of Harlingen REVISED 08-25-21 - Budget Workbook.xlsx; Copy of Copy of Harlingen-LHE - COVID Funding - Budget Template 032221.xlsx

From: Josh Ramirez <jramirez@harlingentx.gov>
Sent: Thursday, November 30, 2023 1:26 PM
To: Shannon Harvill <sharvill@harlingentx.gov>
Subject: Fw: RESPONSE REQUIRED: Immunizations COVID Contract Extension Request- HHS001019500021 CITY OF HARLINGEN

From: DSHS CMS COVID Imm <cms_covidimm@dshs.texas.gov>
Sent: Thursday, November 30, 2023 1:24 PM
To: Josh Ramirez <jramirez@harlingentx.gov>
Cc: Robert Rodriguez <robertr@harlingentx.gov>
Subject: RESPONSE REQUIRED: Immunizations COVID Contract Extension Request- HHS001019500021 CITY OF HARLINGEN

Good afternoon:

The current Immunizations COVID Contract HHS001019500021 expires on June 30, 2024. To ensure there is not a gap while DSHS is working with CDC to approve the grant extension, we are working on extending your contract through June 30, 2025. The amendment to extend the contract will include a Notice to Proceed clause. Once DSHS obtains approval from CDC an email notification will be sent with a notice to proceed for work after June 30, 2024.

Through this amendment process, if applicable, you may request to redirect funds in other categories to ensure funds are fully expended OR if funds are projected to not be fully expended you may also request to reduce your budget.

To begin the process to extend your contract, please complete and return to me via email, by January 16, 2024, the following:

- The attached Face Page (be sure to include any parties that should be copied on the DocuSign notice), and
- If applicable, revised budgets.

To assist you prepare for this extension, the following is current expenditures for this contract: \$974,661.93 through September 2023. If you are needing some help or idea on how to expend the funds, let us know and we can work on setting up a call. Also, feel free to reach out to me directly with any questions you may have on this request or if additional time is needed.

Kind Regards,

Michelle Hilscher, MS, CTCM
Contract Specialist V
Contract Management Section (CMS)
Department of State Health Services (DSHS)
Call or chat with me in [Teams](#)
cms_covidimm@dshs.texas.gov
Direct Phone: 512-776-6550

Please note that I am currently working remotely. My regular work hours are Monday through Friday, 7:30am – 4:00pm.

The payments will occur prior to the standard 30-day period in response to the COVID19 disaster declared by the governor. The business justification for these early payments is due to the unique nature of the supply and demand of certain items, the cash flow of vendors, and to continue to do the business of the state in a prompt manner. As demand far exceeds supply for most COVID19 response purchases, the state is moving quickly to pay vendors to maintain those supply lines for goods and services.

7d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Junior League of Harlingen for street closures listed below on Saturday, April 13, 2024 from 7:00 a.m. to 11:00 a.m. for their KidFit Fun Run and Festival. Attachment (**Police**).

- Fair Park Boulevard between North "L" Street and North "J" Street
- No thru traffic to include all entries and exits from Harlingen Performing Arts and Municipal Auditorium parking lots
- Northside intersection of Fair Park Boulevard and Teege Avenue (northbound lanes only)

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

Signature:



Brief Summary:

Kassie D. Schneier, KidFit Co-Chair for the Junior League of Harlingen is requesting the street closures from 7:00 a.m. to 11:00 a.m. on Saturday, April 13, 2024 for their KidFit Fun Run and Festival as follows:

- Fair Park Boulevard between North "L" Street and North "J" Street
- No thru traffic to include all entries and exits from Harlingen Performing Arts and Municipal Auditorium parking lots
- Northside intersection of Fair Park Boulevard and Teege Avenue (northbound lanes only)

DETOUR sign at Fair Park Boulevard and Teege Avenue to send traffic eastbound onto Teege Avenue. Barricades will be needed in the eastside parking lot of Casa de Amistad and in the front parking lot of the Harlingen Baseball Field.

This event is free and open to the community and the street closures will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief's approval:

☒ Yes ☐ No ☐ N/A

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:		
City Attorney's approval:	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 1/17/24

FROM: District Representative Benito Bravo #3412

RE: Street Closure Request for KidFit Festival and Fun Run

Requestor: Kassie Schneider, KidFit Co-Chair Junior League of Harlingen

Event Date: Saturday, April 13, 2024

Time: 7:30 A.M. – 11:00 A.M.

Location: Lon C. Hill Park (1217 Fair Park Blvd.)

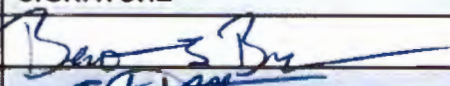
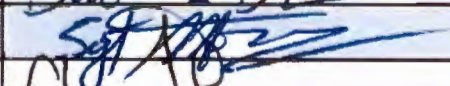
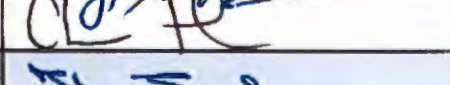
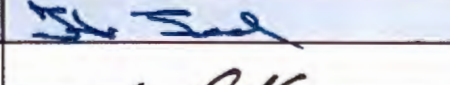

Ms. Kassie Schneider is requesting a street closure on behalf of the Junior League of Harlingen for their Annual KidFit Festival and Fun Run. The event is free and open to the community. Participants are provided opportunities to learn about services in the community, nutrition and ways to achieve a healthier lifestyle. Ms. Schneider estimates on having 500 participants at the event. The run route for the event will start at the 1200 block of Fair Park Blvd. Participants will run north on L Street towards the Harlingen Baseball Field, around Casa Amistad and back onto Fair Park Blvd.

To insure the safety of all participants Ms. Schneider is requesting the closure of the following streets on the day of the event between 7:00 A.M. and 11:00 A.M.

---Close Fair Park Blvd. between North L Street and North J Street (No thru traffic) to include all entries and exits from Harlingen Performing Arts and Municipal Auditorium parking lots.

---Close the north side intersection of Fair Park Blvd. and Teege Ave. (northbound lanes only). Please include Detour Sign at Fair Park Blvd. and Teege Ave. to send traffic eastbound onto Teege Ave. Additional barricades will be used in the east side parking lot of Casa de Amistad and in the front parking lot of Harlingen Baseball Field as noted on the map attached to this IDC.

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 4:00 P.M. on Friday, April 12, 2024 and removed from the roadway on April 13, 2024 at 11:00 A.M.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	01/17/2024
SERGEANT / SUPERVISOR		3464	1/17/24
COMMANDER / MANAGER		3019	1-17-24
DEPUTY CHIEF		1933	1-17-24
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	1-17-24

KID FIT FUN RUN 2024



■ Barricade

➔ Run Route

Benito Bravo - HPD

From: Frances Pena - HPD
Sent: Monday, January 15, 2024 9:09 AM
To: Jose J. Lopez - HPD; Benito Bravo - HPD
Subject: Fw: Junior League Harlingen Kidfit 2024 Road closure request
Attachments: KIDFIT HPD Road closure request.pdf; KidFit2024 Run route.png; permit approval kidfit 2024-1.pdf

From: Mike Kester - HPD <mkester@harlingentx.gov>
Sent: Monday, January 15, 2024 8:52 AM
To: Manuel Tovar - HPD <mtovar@harlingentx.gov>; Charles Fechner - HPD <cfechner@harlingentx.gov>; Hector Leal - HPD <hleal@harlingentx.gov>
Cc: Frances Pena - HPD <fpena@harlingentx.gov>
Subject: FW: Junior League Harlingen Kidfit 2024 Road closure request

From: Kass <kassiewilkinson@gmail.com>
Sent: Saturday, January 13, 2024 10:56 AM
To: Mike Kester - HPD <mkester@harlingentx.gov>; Jorge Moreno - HPD <jmoreno@harlingentx.gov>
Cc: Javier Mendez <jmendez@harlingentx.gov>; Carlos Diaz - HPD <cdiaz@harlingentx.gov>; Manuel Tovar - HPD <mtovar@harlingentx.gov>; Heather Fryar Huerta <heatherfryar25@gmail.com>
Subject: Junior League Harlingen Kidfit 2024 Road closure request

Greetings,

We hope everyone is experiencing a smooth new year thus far. Attached you will find a letter requesting road blocks for our 13th annual KidFit Fun Run and Festival. Additionally we would appreciate hiring 2 officers to work security for the event as well as vendor opportunities for the department. We have also attached the Lon C. Hill Park permit approval as well as the map for the fun run route with road blocks.

We look forward to further collaboration.

KidFit date April 13th 2024

--

Kassie Schneider
Movement Specialist
JLH KidFit 2024 Co-Chair



JUNIOR LEAGUE OF HARLINGEN
PO BOX 1726
HARLINGEN, TX 78551
INFO@JLHARLINGEN.ORG

Via Email: mkester@harlingentx.gov
Michael Kester, Chief of Police
Harlingen Police Department
1018 Fair Park
Harlingen, Texas 78550

Re: Junior League of Harlingen KidFit Fun Run and Festival, April 13th 2024

To Whom it May Concern:

We write this letter to request assistance from the Harlingen Police Department with roadblocks/closures for the Junior League of Harlingen's annual KidFit Fun Run and Festival occurring April 13th, 2024 at Lon C. Hill Park from 7:30am-11am. We will need part of Fair Park Blvd (the part in front of Lon C. Hill Park) to be closed off starting around 7am. The road could be reopened at 11am when our event ends. We attached to this letter a map of the KidFit fun run route as well as the areas needed to be barricaded (and rerouted). This is the same map and request as last year for this event.

We also wanted to request the presence of two officers for security at the event. Please let me know what we need to do to set this up. We would also love to have the Harlingen Police Department present as a vendor at the event if the department is interested in that as an outreach opportunity.

Please reach out to me with any questions you may have. I look forward to working with you so that we can have a successful KidFit event benefitting the children and families in our community. Thank you for your attention to the above matters.

Sincerely,
Kassie D. Schneider, KidFit Co-Chair
Junior League of Harlingen
Email: kassiewilkinson@gmail.com
Cell: (361)772-6994

Copies sent to:
Javier Mendez, jmendez@myharlingen.us
Jorge Moreno, jmoreno@harlingentx.gov
Carlos Diaz, cdiaz@harlingentx.gov
Manny Tovar, mtovar@harlingentx.gov

WWW.JLHARLINGEN.ORG

KidFit Fun Run Route



— Barricade

April 13, 2024

7e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 521 W. Filmore Avenue, bearing a legal description of Lot 1, Block 132 Harlingen Original Townsite. Applicant: Reynaldo Del Toro. Attachment (***Planning & Development***)

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval: *h/h* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE-FAMILY ("R-1") DISTRICT TO RESIDENTIAL, DUPLEX ("R-2") DISTRICT FOR A PROPERTY LOCATED AT 521 WEST FILMORE, BEARING A LEGAL DESCRIPTION OF LOT 1, BLOCK 132, HARLINGEN ORIGINAL TOWNSITE.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 521 W. Filmore, bearing a legal description of Lot 1, Block 132, Harlingen Original Townsite, as shown in exhibit "A".

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 7th day of February, 2024 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

Norma Sepulveda, Mayor

ATTEST:

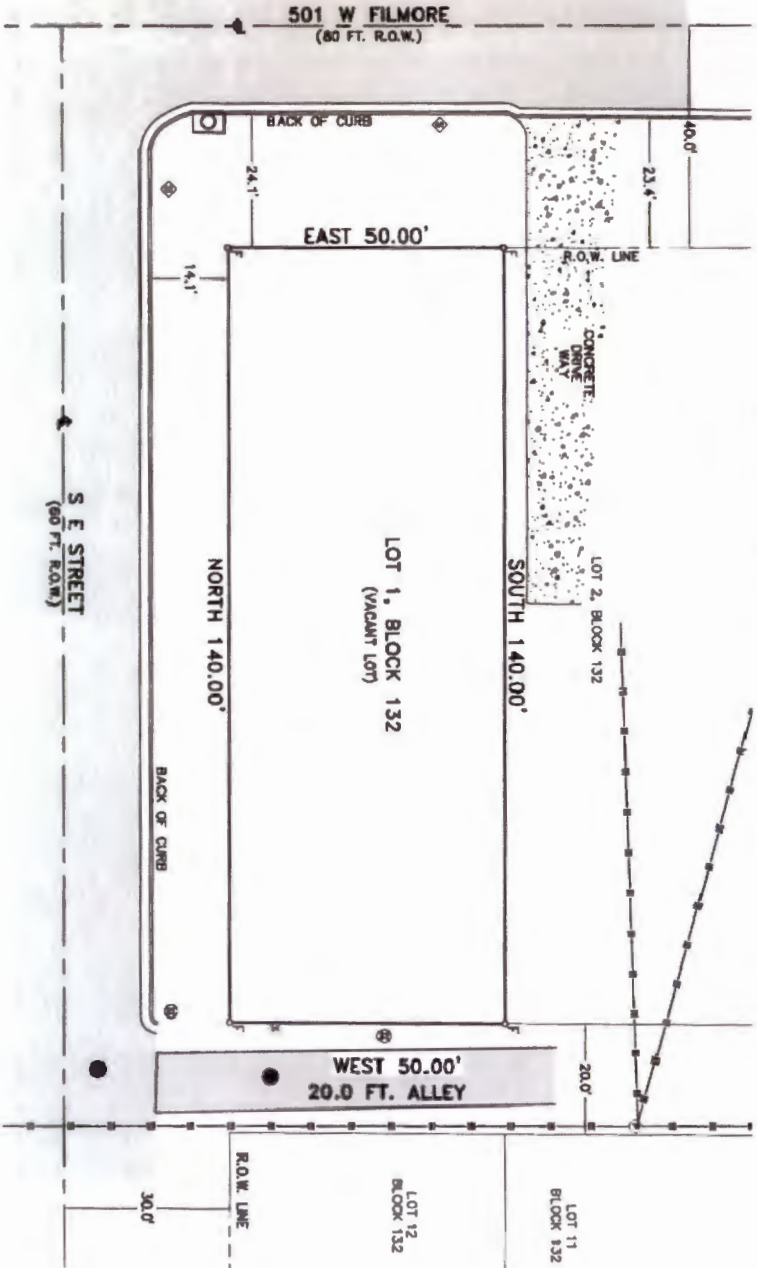
Amanda C. Elizondo, City Secretary

Exhibit "A"

C:\Users\j\Documents\Projects\Survey\2023\2023-03-03\2023-03-03.dwg Plot Date: 03/03/2023

- NOTES:
1. BASIS OF BEARINGS: MARLINGEN ORIGINAL TOWNSITE MAP, C.C.T. VOLUME 2, PAGE 14
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND	
	CURB INLET
	MANHOLE
	SIGN
	GAS VALVE
	POWER POLE
	OVERHEAD POWER LINE
	1/2" R.O.W. ROAD POLE



FLOOD ZONE

BY GRAPHIC FLOODING ONLY, THIS PROPERTY WAS SCALED TO BE IN FLOOD ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 488477, PAGE NO. 4808102859, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 16, 2018. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE FLOOD ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE THE FLOOD ZONE.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREIN, WAS MADE ON THE GROUND ON 11/02/23, THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREIN. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS REQUIRED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. THIS SURVEY IS NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE.



Oscar A. Chavez, PPLS

PLAT OF SURVEY

LOT ONE (1),
BLOCK ONE HUNDRED THIRTY-TWO (132),
MARLINGEN ORIGINAL TOWNSITE,
CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP
OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 14,
MAP RECORDS OF CAMERON COUNTY, TEXAS.

FOR: / SUPPLY LLC

CADCON Civil Engineers / Land Surveyors
755 Land O' Lakes Dr., Brownsville, Texas 78021, 956/240-7146
Sooner: 1" = 20' Date: 11/03/2023 Job No.: FB-29534

**AGENDA ITEM
EXECUTIVE SUMMARY**

7f)

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 111, Article X, Section 111-280, Special Sign Categories, Permitted and Prohibited, by clarifying the allowable signage for feather flag signs for commercial establishments exceeding 100 linear feet at the longest point. Applicant: City of Harlingen. Attachment (**Planning & Development**)

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

City Manager's approval: *GG* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 111, ARTICLE X, SECTION 111-280, SPECIAL SIGN CATEGORIES, PERMITTED, AND PROHIBITED, BY CLARIFYING THE ALLOWABLE SIGNAGE FOR FEATHER FLAGS SIGNS FOR COMMERCIAL ESTABLISHMENTS EXCEEDING 100 LINEAR FEET AT THE LONGEST POINT; AND PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The amendments are also consistent with the purpose of the One Vision One Harlingen Comprehensive Plan, which is to provide a growth-friendly economic development environment that also preserves and enhances the architectural character of the area;; and

WHEREAS, The Planning and Zoning Commission has reviewed the proposed sign ordinance amendments and has recommended approval; and

WHEREAS, The City of Harlingen has complied with all notices and public hearings as required by law; and

WHEREAS, The City Commission of the City of Harlingen desires to amend the City's sign regulations and finds that it is in the best interests of the citizens of Harlingen to amend the sign regulations as set forth below;

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

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article X, Sections 111-280 is hereby amended by adding the language underlined (added) to read in full as follows:

ARTICLE X. - SIGN REGULATIONS

Sec. 111-280. - Special sign categories, permitted, and prohibited signs.

- (a) *Political signs.* Political signs are a special type of temporary sign. Political signs shall not be placed adjacent to a roadway such that placement would create an obstruction of view for vehicular traffic.
- (b) *Painted signs.* Signs painted on buildings require a sign permit and will be counted toward overall square footage of signs allowed.

- (c) *Real estate signs.* Real estate signs will be exempt from permitting if less than 36 square feet. These signs may be in place until such time the real property is no longer offered for sale or lease.
- (d) *Construction signs.* Construction signs are used to promote the contractor, bank or other business/service involved or responsible for construction taking place on the premises and are allowable without permits until such time as construction is complete and the building is occupied by tenant or user. Such businesses/services include, but are not limited to, landscaping, financing, and subcontractors of all types.
- (e) *Banners.* Banner signs, as defined in section 111-275, are allowed subject to the following:
 - (1) Such signs no greater than 80 square feet do not require city sign permits.
 - (2) Such signs no greater than 80 square feet are exempt from the total permitted sign area calculation described in section 111-277(b).
 - (3) The total area of all such signs on a building or tenant space mounted to or attached to any portion of the building or building support columns shall not exceed 20 percent of the area of the wall on which said signs are attached.
 - (4) All such signs shall be removed and/or replaced no longer than one year from the date of placement or when such signs become tattered, torn, or otherwise contrary to the requirements of section 111-279, whichever occurs first.
 - (5) Such signs shall be mounted in one of the following manners:
 - a. Flat against the wall of a building or fence and securely attached to said building or fence at all corners and every three feet along the length and width of said banner; or
 - b. Securely attached at all corners between two permanent mounting structures such as masonry support columns, steel support columns, or an approved permanent frame.
 - (6) Banner signs commonly referred to as "wind flags," "feather flags," or similar, are allowed subject to the following but only for properties located outside the Downtown District Overlay (DID):
 - a. Obtaining a sign permit;
 - b. Such signs shall not exceed nine (9) feet in height and shall only be permitted in commercial or industrial zoning categories or an institutional land use and must be located where an established legal business or institution exists.
 - c. One "feather flag" sign shall be permitted per business per property. If the business is located in a commercial plaza one "feather flag" sign shall be permitted per business within the plaza. For commercial establishments exceeding 100 linear feet of building at the longest point, they shall be allowed one "feather flag" sign for every fifty (50) feet of linear feet of building at the longest point. The "feather flag" sign(s) shall be allowed on a temporary basis for a period of one month with a maximum of four permits to be issued per calendar year.
 - d. Such "feather flag" signs shall be removed by the owner(s) during inclement weather.
 - e. The "feather flag" sign owner(s) must sign a waiver of liability form before the permit is issued.
 - f. No portion of the "feather flag" sign shall be within the city right-of-way and shall not be a traffic hazard.

- g. "Wind flag" signs shall be allowed in private property without having to obtain sign permits as long as connected to a permanent pole structure. Commercial or institutional properties with a building shall have a total allowance of two (2) square feet for "wind flag" signs per total linear foot of building visible from a public street.
- h. All such "feather flag" and "wind flag" signs shall be removed when such signs become tattered, torn, or otherwise contrary to the requirements of Section 111-279.
- i. The initial processing fee for "feather flag" sign permits shall be \$20.00 (no matter the number of feather flags allowed at any one time). The processing fee to renew a permit for another 30 days shall be \$10.00 in person and \$0.00 if done on-line.

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

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 7th day of February, 2024, 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.

79)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Downtown Director for an event hosted by Raymond Reyes "***Tuned Motor Sports Car Show and Cosplay***" for street closures commencing on West Jackson Avenue from Commerce Street to "F" Street and closing both sides of "E" Street, "D" Street, "C" Street and West Street on Saturday, March 2, 2024, from 4:00 p.m. to 11:59 p.m. Attachment (**Police**)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

Alexis Riojas, Downtown Director with the Harlingen Downtown Office is requesting to approve an event hosted by Raymond Reyes "***Tuned Motor Sports Car Show and Cosplay***" for street closures commencing on West Jackson Avenue from Commerce Street to "F" Street and closing both sides of "E" Street, "D" Street, "C" Street and West Street on Saturday, March 2, 2024, from 4:00 p.m. to 11:59 p.m.

These street closures will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

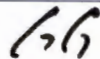
Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief's approval:

☒ Yes ☐ No ☐ N/A

City Manager's approval:



☐ Yes ☐ No ☐ N/A

Comments:

Recommend that we leave West Street open.

City Attorney's approval:

☐ Yes ☐ No ☐ N/A



HARLINGEN POLICE DEPARTMENT
1018 FAIR PARK BLVD., HARLINGEN, TX 78550

INTER-DEPARTMENTAL COMMUNICATION
FRONT DESK: (956) 216-5401 ADMINISTRATION: (956) 216-5403

TO: Chief of Police

DATE: 1/24/24

FROM: Sergio Ruiz #4110

RE: Downtown Harlingen (01/24/24)

Requestor: Raymond Reyes (956-454-0917)

Event Date: Saturday, March 2, 2024

Time: 4:00pm-12:00am

Location: 323 W. Jackson Ave

Street Closed: W. Jackson from Commerce to F St. and closing both sides of E, D, C and West St.

Mr. Raymond Reyes will be hosting a **Tuned Motor Sports Car Show and Cosplay Event**. It will be held on Saturday, March 2, 2024, from the hours of 4:00pm to 12:00am. Streets to be closed are W. Jackson from Commerce Ave to F St. and closing both sides of E, D, C and West St. for the safety of the public attending the event.

Mr. Reyes advised that he is expecting 1,500 to 3,000 people throughout the day and the promoter of the event would be providing his own security.

I am recommending for the street closure to be granted and for the Harlingen Streets Department deliver and drop off barricades at the time specified for the event. Attached is a map and street closure request for the event that was submitted by the event coordinator.

Respectfully,

Sergio Ruiz #4110

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	Sergio Ruiz	4110	01/24/2024
SERGEANT / SUPERVISOR		3464	1/24/24
COMMANDER / MANAGER		3019	1-24-24
DEPUTY CHIEF			
ASSISTANT CHIEF		2425	1-24/24
CHIEF OF POLICE		2088	1-24-24

Street Closure Request: Tunes Motor Sports Cars & Cosplay

Alexis Riojas <ariojas@harlingentx.gov>

Wed 1/24/2024 8:44 AM

To: Frances Pena - HPD <fpena@harlingentx.gov>

Cc: Mike Kester - HPD <mkester@harlingentx.gov>; Angela Anderson <aanderson@harlingentx.gov>; Benito Bravo - HPD <bbravo@harlingentx.gov>; Charles Fechner - HPD <cfechner@harlingentx.gov>; Frances Pena - HPD <fpena@harlingentx.gov>; Hector Leal - HPD <hleal@harlingentx.gov>; Jose J. Lopez - HPD <jjlopez@harlingentx.gov>; Manuel Tovar - HPD <mtovar@harlingentx.gov>; Jorge Moreno - HPD <jmoreno@harlingentx.gov>; Orlando Gonzales - HPD <ogonzales@harlingentx.gov>

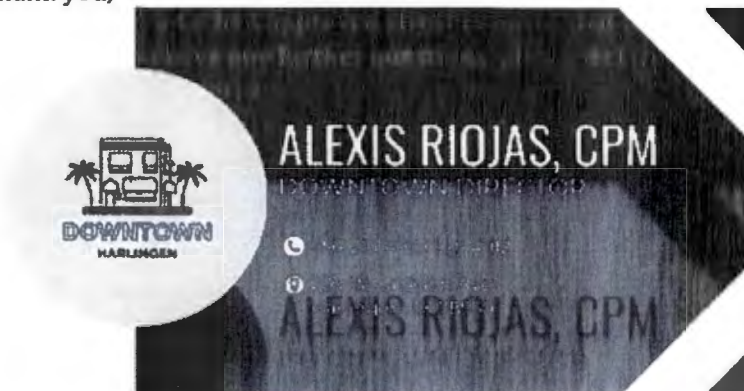
2 attachments (963 KB)

Tuned Motor Sports Cars & Cosplay Street Closures Updated 1.24.24.pdf; Approval Letter - Event - Cars & Cosplay.pdf;

Good morning, Frances,

Please see the attached approved street closures that our D.I.D Board approved at last night's special meeting. If you have any further questions, please feel free to contact the event coordinator Mr. Raymond Reyes at 956-454-0917.

Thank you,





Downtown Harlingen

P.O. Box 2207, Harlingen, TX 78551-2207
(Office at 209 W. Jackson)
Phone: (956) 216-4910 Fax: (956) 216-8037
www.downtownharlingen.com

01/24/2024

Raymond Reyes
323 W. Jackson Ave.
Harlingen, Texas 78550

On behalf of the Downtown Improvement District Office, our D.I.D. Board approved the following on January 23, 2024:

- **Consider and take action to approve the street closures for the event called, "Tuned Motorsports Cars & Cosplay" held on Saturday, March 2nd from 4pm-Midnight.**

We have forwarded the street closures to the Police Department for City Commission approval at their next commission meeting.

We appreciate your patience and cooperation. Please contact the office for any additional information at 956-216-4910.

Best regards,

Alexis Riojas
Downtown Director

Tuned Motor Sports Cars & Cosplay

Saturday, March 2, 2024 | 6pm-11pm



RE: STREET CLOSURE REQUEST - TUNED MOTOR SPORTS CAR SHOW

Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>

Thu 1/25/2024 1:29 PM

To: Frances Pena - HPD <fpena@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

HFD has no issues with these closures.

Eduardo Alvarez
Assistant Fire Chief
EOC / Training Center
24200 N FM 509
Harlingen TX 78550
Office : 956.230.5051
Cell: 956-897-1131
ealvarez@harlingentx.gov



From: Frances Pena - HPD <fpena@harlingentx.gov>

Sent: Thursday, January 25, 2024 9:42 AM

To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>

Subject: STREET CLOSURE REQUEST - TUNED MOTOR SPORTS CAR SHOW

Good Morning Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request for the following event:

1. TUNED MOTOR SPORTS CAR SHOW and COSPLAY EVENT

Please provide your recommendation so that I can include as an agenda item at the next City Commission meeting.

Thank you!

7h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the City Manager to submit a grant application to the LRGVDC FY 2024/2025 Solid Waste Grants Program. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The City of Harlingen intends to submit a grant application to the Municipal Solid Waste FY 2024/2025 Grant Program, which is administered by the Lower Rio Grande Valley Development Council (LRGVDC). The City will request funding for source reduction and recycling and/or acquisition of equipment such as wood chipper.

This grant does not require a match. The grant application is being submitted by the Special Projects Department staff on behalf of the Public Works Department.

A resolution authorizing the submission of the grant and the designation of a staff person to certify the grant application is required by the grantor.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends approval of this resolution.

City Manager approval:

666

Comments:

City Attorney's approval:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM; AUTHORIZING GABRIEL GONZALEZ, CITY MANAGER TO ACT ON BEHALF OF THE CITY OF HARLINGEN IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF HARLINGEN WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council (LRGVDC) is directed by the Texas Commission on Environmental Quality (TCEQ) to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and,

WHEREAS, the City of Harlingen, Texas is qualified to apply for grant funds under the Request for Application (RFA) for LRGVDC's FY 2024/2025 Solid Waste Grants Program.

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

1. That Gabriel Gonzalez, City Manager is authorized to request grant funding under the LRGVDC Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Harlingen in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. If the project is funded, the City of Harlingen will comply with the grant requirements of the LRGVDC, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the Harlingen City Commission on this 7th day of February 2024.

Norma Sepulveda, Mayor

Attest:

Amanda C. Elizondo, City Secretary

92)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to Cardiac Building Inc. to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2.

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- December 4, 2023 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- December 30, 2023 – In accordance with State 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.
- December 30, 2023 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- January 24, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- February 7, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- February 21, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, a parking lot use in a Residential, Multi-Family ("M-2") District requires the approval of an SUP by the City Commission.
- The applicant is requesting a Special Use Permit (SUP) to allow a 22-space parking lot on a lot zoned Residential, Multi-Family ("M-2") District. **(ATTACHMENT II, III).**
- A Special Use Permit was approved by the Planning & Zoning Commission for the parking lot to the west of the subject property on March 23, 2022 and by the City Commission on May 4, 2022.
- The 7,800 square foot existing lot is currently vacant. The property has 65 feet of frontage on S. 23rd Street and a depth of 120 feet at its longest point. There are 22 proposed parking spaces within the lot to provide additional parking for the South Heart Clinic on 2310 N Ed Carey Street. **(ATTACHMENT II, III)**
- Surrounding properties are zoned Residential, Multi-Family ("M-2") District to the north, east and west, and Office ("O") for healthcare use to the south. The lots abutting to the east and west of the subject lot are residences, the lot north of the subject lot is a residence, and the lot to the south of the subject lot has a doctor's office and a cardiology clinic. **(ATTACHMENT IV, V)**
- The Building Inspections Department, Fire Prevention Bureau, and Engineering

Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VI-VIII)**

- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has received one call of concern regarding the Special Use Permit request from a surrounding property owner. Mr. Rocky Saldivar, who resides at 2114 S. 23rd Street is concerned traffic will continue to increase, as there are already problems with cars parking on the street on South 23rd and blocking access to the residents' trash cans for trash pickup.

Funding (if applicable):

Are funds specifically designated in the current budget for the full ☐ 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 special use permit subject to complying with the following conditions:

1. Compliance with the drainage requirements and all applicable requirements from the Engineering Department, and;
2. Compliance with the applicable requirements from the Fire Prevention Bureau; and
3. Compliance with the building code requirements, and
4. Each off-street parking space for automobiles shall have an area of not less than nine feet by 20 feet connected either to a public street or alley by a driveway no less than 22 feet wide or directly adjacent to a public alley and so arranged as to permit ingress and egress of the automobile at all times without moving any other automobile, and;
5. A masonry wall or solid ornamental fence of not less than three feet nor more than six feet in height shall be erected and maintained so as to enclose the off-street parking area so as to screen the parking use from adjacent residential districts, and;
6. Have 15 percent of gross building site be dedicated to landscaping, and;
7. No light from the parking lot shall affect the surrounding residential areas.

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

Comments:

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

P&Z MINUTES – January 24, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow a parking lot in a Residential, Multi-Family (“M-2”) District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2.
Applicant: Cesar Garcia

City Planner Soledad Nuñez presented the request for a Special Use Permit (S.U.P.), as per Ordinance 111-62 for use chart, before the Board. She provided the following information about the request:

- Ms. Nunez reported that there was a similar S.U.P. that was approved by the Board for the lot right next door back in March of 2022. She referred to an aerial view of the subject property which also showed the previously approved lot. She described that the property is seven thousand eight hundred (7,800) square feet. She stated the lot is currently vacant. She said the house shown in the aerial view has been demolished.
- Ms. Nuñez stated that the property has sixty-five (65) feet of frontage on South 23rd St. and a depth of one hundred and twenty (120) feet at its longest point. There are 22 proposed parking places within that particular property, and they would accommodate parking for the Heart Clinic on Ed. Carey Drive.
- Ms. Nunez referred to a street view of the property from the alley. She reiterated that the house shown had been demolished and that the property is currently vacant.
- Ms. Nunez explained that the surrounding properties are zoned residential multi-family district to the north, east and west and office zoning for healthcare use to the south.
- She then referred to a street view from 23rd St. She said the lot north of the subject lot is a residence and the lot to the south has a doctor's office on it.
- Ms. Nunez said the Special Use Permit was reviewed by the Building Inspections Department, Fire Prevention Bureau, and Engineering and all three (3) departments recommended approval of the S.U.P. in accordance with the zoning ordinance. She stated that the Board can also impose other conditions as well as the City Commission.
- Ms. Nuñez reported that staff did receive a call of concern from one of the property owners in the neighborhood. The property owner expressed concern with the current parking lot in existence and they are having an issue with people parking on S. 23rd St. She added that he said they are having issues with trash pick-up because of the cars parked along the street. Ms. Nunez again referred to the parking lot that was approved in 2022.
- Ms. Nunez stated that staff is recommending approval of the S.U.P. subject to the following conditions: to comply with any drainage requirements and all applicable requirements from Engineering department, compliance with all the applicable requirements for the Fire Prevention Bureau and compliance with building code requirements. Furthermore, she stated that each off-street parking for cars must be striped ninety (90) wide by twenty (20) feet long, with a minim twenty-two (22) foot

parking aisle. She said there must also be a masonry wall or solid ornamental fence of not less than three (3) feet, no more than six (6) feet in height. There has to be 15% landscaping, so 15% of the total gross building site. Lastly, she stated that no light from the parking lot can disturb the surrounding residential areas.

- She told the Board they don't have to mimic what was approved back in 2022 and that additional conditions could be added.

Chrm. Consiglio asked if this applicant was the same from 2022. Ms. Nunez said that was correct. She said the applicant was applying on behalf of the owner of the cardiac building. The Chrm. asked about Ms. Nunez commented about the requirements and stated that some of the conditions of the first parking lot are not seen on the photos. He stated that there was no boundary fence. Ms. Nunez said the fence is not on the 23rd side but along the alley, referring to an image. Chrm. asked if it was the white seen in the view, and asked whether this is what they discussed to have a wall in the back. Ms. Nunez said that she recalls they were supposed to put in a sliding gate and they did not. Ms. Nunez indicated the applicant was in attendance, on behalf of the doctor.

Chrm. Consiglio asked about the landscaping and indicated that this is not up to what is required either. Ms. Nunez responded with a "no". The Chrm. reflected that this was a pretty well-established neighborhood and questioned moving towards destroying the houses to create parking lots. Ms. Nunez said that what they found out is that a lot of this neighborhood are rental properties and that when the office does the mail out, they go to the property owner. The one gentleman that did call, he lives down the street at 2114 S 23rd St. and is the property owner. His concern is the overflow of parking. There are several parking lots but apparently, are still parking on S. 23rd St. and it is hurting trash pick-up.

Chrm. Consiglio asked about the applicant being out of compliance with the previous approved request and having a request for another. Ms. Nunez said that was correct. The Chrm. asked if there were any further questions for staff and upon hearing none, moved to open the Public Hearing. He asked if anyone wanted to speak on the side of this item.

Mr. Cesar Garcia introduced himself to the Board, stating that he was the superintendent for the Harlingen Heart Clinic. He said he was the advocate for the parking lot that they desperately need for their elderly patients. He stated he was a little hard of hearing and asked for clarification about the discussion on trash. Chrm. Consiglio explained that the issue was not with the parking lot but instead with those parking along the street that block access to the trash trucks during pick-up. Mr. Garcia indicated there are four (4) cars that park there because they don't have the additional 22 parking spaces he is requesting. Once they have the additional parking there will be no more parking along 23rd Street.

Chrm. Consiglio asked if there were any further questions. Cmr. Sanchez asked about the layout of the parking lot, the configuration. He asked the applicant if they were looking to mimic what

they have in one parking lot. Mr. Garcia indicated yes and said they will look at the best way to accommodate the 22 parking spaces. Cmr. Sanchez asked if they have considered reconfiguring the layout so that it is more functional and efficient since both lots belong to the Heart Clinic. Mr. Garcia explained that it was set-up that way because they need the run-off. He said they have to be divided so they can have a ponding area. Cmr. Sanchez stated his line of questioning was to establish that the detention or draining requirements is one, aside from the landscaping and fencing requirements. Cmr. Sanchez suggested that reconfiguring might make it easier to comply with it all. Mr. Garcia said he originally wanted the lots together so that they could have big parking spaces. He said he could be wrong but that he believed the parking lots had to be like that, as a tool because of the ponds that they have there and retaining walls; that they have to be that way. He said he believed that's the way it was figured out by the engineer.

Cmr. Clinton-Solis asked the applicant if he had any information as to why the landscaping wasn't completed up to standard and why the fencing wasn't put in. Mr. Garcia stated there was fencing put in on the west side, facing from 23rd St. He said they put what he calls privacy cedar fencing. He then said that after demolishing the home, they had planned to add another fence on the opposite east side of the parking lot. He stated the fencing will be going up. He said that what was there, the white one belonging to the house, was torn down and that the fencing would not be put there. Instead, it will be to the east side and will have fencing all the way around.

Chrm. Consiglio asked about the landscaping not being up to code. Mr. Garcia said they purchased the property about three to four (3-4) years ago with good intentions, knowing they had outgrown their current parking. Cmr. Sanchez spoke up and indicated he had a question regarding the existing parking lot not being in compliance for staff. He asked if this had been addressed to the applicant; if they have been told the steps they need to take since they have a S.U.P. currently. Mr. Cervantes addressed the applicant Mr. Garcia, telling him that, technically speaking, they are in violation of the S.U.P. for the existing parking lot. Mr. Cervantes told him that if action was not taken soon, code enforcement may send the owner a notice of violation letter. Mr. Garcia said they can and will take action. He stated that once they do that, they do maintain that area and said he believed they are taking care of the easement (right of way) and are maintaining it. He said it is mowed on a weekly basis. He said there are a couple of trees there that he left on purpose so that it is part of the landscaping that is required. He said once they get that, they will plan their plumbing so they can water those areas also. He said they had already been thinking about building this other parking lot so they had held back. Again, Mr. Garcia stated that once we get that, they will go ahead and landscape the area with what is required by the City.

Cmr. Sanchez followed up and asked about the reference made to a gate that was supposed to be installed but wasn't. Mr. Garcia said that one of the issues that was brought up was that, in case of a fire, who would be there to open it up if everyone is gone. He said it has been up in the air how to handle that. He said this was an item that needs to be addressed – who will unlock the

gate to keep people from going through. He said they don't mind if others park there but he said he believed the City wanted to keep people from driving through there to go to Haine St.

Chrm. Consiglio pointed out that the applicant is acting out of compliance and so it is a concern to add on another property here with conditions that need to be met and maintained for the S.U.P. He also added that he didn't know why the applicant would wait two (2) years to do basic landscaping. He pointed out that there is no grass planted and instead the area is weedy. He said it looks haphazard out there now and that part of the S.U.P. is to maintain the parking lot to keep our city looking good. He said he believed this was the interest of the Planning and Zoning Commission. Mr. Garcia apologized and said he assured that once they get this, he will act on it right away. He said he will landscape and put what is required by the City, and also those gates if that is what the Board wants.

Cmr. Villarreal asked the applicant if the building has a fire alarm; said he assumed it did. Mr. Garcia said it does. Cmr. Villarreal told him that with the alarm, they can use a low-voltage trigger and put a motor that will open the gate when the light goes on. Cmr. Villarreal said this wouldn't be an issue for a four to five thousand (4-5 dollar) expense. Mr. Garcia acknowledged the information. Cmr. Villarreal offered to provide him with contact information.

Cmr. Clinton-Solis shared that she lives in the area and takes her kids to school in the area. She said she saw the need because she sees the elderly circling the area very slowly in their vehicle looking for a parking space. She added that she has seen how patients need to get out walkers and all kinds of aid devices to get to the building. She reaffirmed that she sees the need for the parking lot but also added that there are certain commitments that are made, and the City should do its due diligence enforcing those standards that we've set in the prior approval. Chrm. Consiglio said he agreed one hundred percent. He stated that they did approve the first S.U.P. in 2022 and that he believes the spirit of the initial approval was to create a little bit of a barrier and soften it up from the existing neighborhood and the addition of the asphalt. The idea was that the landscape was supposed to be pretty nice and pretty heavy. He said he thought it was not supposed to be just the random tree that was there that used to be part of the home; that it would be a well thought-out landscape. He said he thought the renderings that were submitted probably had some landscaping a little more impressive than what is currently there.

Cmr. Cruz-Velazquez said that she also was very familiar with the area because she had to take her mother and mother-in-law, both of whom are now deceased, to that clinic. She sees the need for the parking lot but commented that she didn't understand why there is an entrance so close to the light there. Mr. Garcia agreed. Cmr. Cruz-Velazquez shared that she drives through the area frequently because her place of work is in the area. She said that she wished to make a suggestion and explained that people coming from Ed Carey Dr. are trying to make a left into the clinic and backs up traffic for those turning onto the street. She suggested using the entrance further down as the entrance and having the existing entrance close to the corner used only as an exit. She said she thought that would be better. Cmr. Cruz-Velazquez then proposed approving

the S.U.P. with very strict restrictions on what is out of compliance right now. She said that she did see the need there.

Chrm. Consiglio asked Cmr. Cruz-Velazquez if she would like to make a motion. Cmr. Cruz-Velazquez made a motion to approve the S.U.P. with the condition of compliance to what was previously approved. Mr. Garcia said thank you. He said they will look into it and will take care of it and added that he did like her idea about changing the entrance and exit. Cmr. Cruz-Velazquez said it was currently quite dangerous.

Chrm. Consiglio confirmed the motion to come to compliance first and then staff recommendations as well. Cmr. Cruz-Velazquez said yes. Chrm. Consiglio asked if there was a second. Cmr. Clinton-Solis seconded the motion. Cmr. Sanchez asked for clarification before the vote took place. He asked if the restrictions or conditions they were identifying are the same as the current property – the current parking lot, or if they are just mirroring. Cmr. Cruz-Velazquez said her proposal is to have the applicant comply with what was previously approved. Mr. Garcia chimed in about what needed to get taken care of, mentioning the landscaping, the gates, and then also looking into closing the one entrance on the west side of the parking lot. Cmr. Cruz-Velazquez agreed with what he said. Director Cervantes stated that if the City Commission approves the request, he will hold off on submitting the ordinance for signatures until the first parking lot is under compliance. Chrm. Consiglio stated there was a motion and it was seconded and moved to discussion. Chrm. Consiglio referenced the gate. He said he recalls the discussion on that being pretty lengthy. He said he was unsure though whether the Board said it had to be there or if it was about making it look like a parking lot versus softening it up. Cmr. Clinton -Solis added looking back into the minutes. Chrm. Consiglio said they could look into it. He added that unless this Commission wanted to add gates, that would be different. Cmr. Cruz-Velazquez said she didn't see the need for a gate. Chrm. Consiglio said he did think that was the conclusion. Cmr. Cruz-Velazquez said the need for landscaping was a need for sure. Mr. Garcia said they will take care of the landscaping. Director Cervantes stated that the S.U.P. request is scheduled to go before the City Commission on February 7th. He said that it would be very helpful if the landscaping could get that done before that date. Mr. Garcia said he will get that set-up. He said people tend to hold back a lot but that he will have it set-up so they can go ahead and start. Director Cervantes asked that he let him know if progress is made before the February 7th meeting so that he can go take some photos. Mr. Garcia said “absolutely” and yes. Chrm. Consiglio thanked everyone for the good deliberation.

Chrm. Consiglio returned to the motion, stating there was a motion and a second. The Chrm. asked if there was any further discussion and upon hearing none moved the motion to a vote. The motion passed unanimously.

96)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Public hearing for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1402 E. Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition. Applicant: Ofelia Painter

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

Brief Summary:

Project Timeline

- December 14, 2023 – Application for rezoning submitted to the City. **(ATTACHMENT I)**
- December 30, 2023 – In accordance with State and local law, notice of the required public hearing was mailed to all property owners within a 200 feet radius of subject tract.
- December 30, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- January 24, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- February 7, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- February 21, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject properties from Residential, Single-Family, ("R-1") District to Residential, Duplex ("R-2") District to allow for a duplex on the property. **(ATTACHMENT I)**.
- The subject property, located at the south side of East Bowie Avenue, has a width of 50 feet and a depth of 140 feet. The property is currently vacant. **(ATTACHMENT III)**
- The surrounding properties are zoned Residential, Single-Family ("R-1") to the north, south, east, and west. Surrounding land uses include single family residences to the north, east, south, and west of the subject property. **(ATTACHMENT IV)**
- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as low-density residential. The request is generally consistent with the Future Land Use Plan. A Duplex zoning is considered low-density residential; therefore, staff recommends approval of the rezoning request. **(ATTACHMENT VII).**

- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners for the proposed request.

Funding (if applicable):

Are funds specifically designated in the current budget for the full ☐ 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 rezoning request.

City Manager's approval: *6/6* ☒ Yes ☐ No ☐ N/A

Comments:

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

P&Z MINUTES – January 24, 2024

Public Hearing and take action to consider a request to rezone from Residential, Single-Family (“R-1”) District to Residential, Duplex (“R-2”) District for a property located at 1402 E. Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition. Applicant: Ofelia Painter

City Planner Esteefania Hernandez presented the request to rezone to allow a duplex in the property to the Board.

- Ms. Hernandez indicated the subject property is located at the south side of East Bowie Avenue, with a width of fifty (50) feet and a depth of one hundred and forty (140) feet. The property currently has one (1) single-family residence on the lot.
- Ms. Hernandez referred to an aerial view of the subject property, the property being outlined in red. She indicated there are several land uses surrounding the property, including single-family residences to the northeast and west. Other uses included a parking lot to the south and a children’s shelter right next to it. Both are supported by the Wesley Methodist Church. She added that across the street is the St. Alban’s Episcopal Church and that there are a few other single-family residences to the southeast.
- Next Ms. Hernandez referred to a part of the subject subdivision and the future land use plan. She stated that the property is currently intended to be for low-density residential use. She stated that staff had determined the duplex does fall under low-density use.
- Ms. Hernandez reported that 12 notices were sent out to property owners within two hundred (200) feet of the subject property. She said that staff did not receive any calls or written opposition.
- Ms. Hernandez reference a street view picture from E. Bowie St.
- Ms. Hernandez stated that staff is recommending approval of the requested re-zone and made herself available for any questions. She also reported that the applicant was present should the Board have any questions for them.

Chairman Consiglio thanked Ms. Hernandez for the presentation and proceeded to ask about the application. He said that it seemed this was about making a modification to the existing house and not a tear-down and rebuild. Ms. Hernandez said that was correct. She said that the applicant approached staff about two (2) months ago explaining that she wanted to add an additional water meter and some additional services to her house without making any changes to the structure itself to offer independent living. The applicant is not proposing any type of new construction on the outside. Ms. Hernandez restated the applicant approached staff about adding a second water meter. Director Cervantes prompted about remodeling inside to turn the existing house into a duplex. Ms. Hernandez stated some remodeling might take place inside but as far as outside construction, that is to be determined. Chairman Consiglio asked if the request for rezoning was the best avenue to accomplish this. He stated that once it was rezoned, the home could be torn down for a duplex. Director Cervantes agreed that this is something that could happen – that if the property was sold next year, the new owner could build a new duplex on the lot. He said that was something to consider and added that they have processed several cases in

the past three (3) years. He said that normally, if there is no opposition, these rezoning requests are approved. He said that most of the cases are vacant lots but that is not the case here. Again, he reiterated that normally if there is no opposition, these cases get approved. Chairman Consiglio again asked if rezoning was the best solution for this. Director Cervantes said yes because the applicant wants to split the house and turn it into a duplex. The plan is for the applicant to live in one unit and her son to live in the other unit so they are together but separate.

Chrm. Consiglio asked if there were any more questions for staff and reiterated that the applicant was also present. He proceeded to open the Public Hearing and asked if anyone wanted to speak for or against this item.

The applicant, Ofelia Painter, introduced herself as the owner of the subject property. She said that the reason for the request to rezone is that her daughter lives right next door and her son lives on her property. She said that she developed her own living kitchenette living quarters towards the back of the house and divided it within the house. She said that AEP is willing to install a second meter if she goes through the process of getting city inspectors to come in and all that. She said she is willing to do all of that. She said she just wants to be able to move in when she gets older and have her kids take care of her but not living with her. She stated this was the main reason for doing this.

Chairman Consiglio thanked Ms. Painter and asked if there was anyone else coming forth. Seeing no one come forth, he closed the Public Hearing.

Chairman Consiglio asked if there was a motion or a need for further discussion. Cmr Cruz-Velazquez moved to approve. Cmr. Clinton-Solis seconded. The Chrm. asked if there was any further discussion and upon hearing none moved to a vote. The motion passed unanimously.

102)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to Cardiac Building Inc. to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2.

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- December 4, 2023 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- December 30, 2023 – In accordance with State 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.
- December 30, 2023 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- January 24, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission **The board approved it unanimously but added a condition that the year 2022 approved parking lot must be in compliance.**
- February 7, 2024 – Public hearing and consideration of the requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- February 21, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, a parking lot use in a Residential, Multi-Family ("M-2") District requires the approval of an SUP by the City Commission.
- The applicant is requesting a Special Use Permit (SUP) to allow a 22-space parking lot on a lot zoned Residential, Multi-Family ("M-2") District. **(ATTACHMENT II, III).**
- A Special Use Permit was approved by the Planning & Zoning Commission for the parking lot to the west of the subject property on March 23, 2022 and by the City Commission on May 4, 2022.
- The 7,800 square foot existing lot is currently vacant. The property has 65 feet of frontage on S. 23rd Street and a depth of 120 feet at its longest point. There are 22 proposed parking spaces within the lot to provide additional parking for the South Heart Clinic on 2310 N Ed Carey Street. **(ATTACHMENT II, III)**
- Surrounding properties are zoned Residential, Multi-Family ("M-2") District to the north, east and west, and Office ("O") for healthcare use to the south. The lots abutting to the east and west of the subject lot are residences, the lot north of the subject lot is a residence, and the lot to the south of the subject lot has a doctor's

office and a cardiology clinic. (ATTACHMENT IV, V)

- The Building Inspections Department, Fire Prevention Bureau, and Engineering Department have reviewed the application and recommended approval of the Special Use Permit. (ATTACHMENT VI-VIII)
- To present, the Planning and Development Department has received one call of concern regarding the Special Use Permit request from a surrounding property owner. Mr. Rocky Saldivar, who resides at 2114 S. 23rd Street is concerned traffic will continue to increase, as there are already problems with cars parking on the street on South 23rd and blocking access to the residents' trash cans for trash pickup.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the special use permit subject to complying with the following conditions:

1. Compliance with the drainage requirements and all applicable requirements from the Engineering Department, and;
2. Compliance with the applicable requirements from the Fire Prevention Bureau; and
3. Compliance with the building code requirements, and
4. Each off-street parking space for automobiles shall have an area of not less than nine feet by 20 feet connected either to a public street or alley by a driveway no less than 22 feet wide or directly adjacent to a public alley and so arranged as to permit ingress and egress of the automobile at all times without moving any other automobile, and;
5. A masonry wall or solid ornamental fence of not less than three feet nor more than six feet in height shall be erected and maintained so as to enclose the off-street parking area so as to screen the parking use from adjacent residential districts, and;
6. Have 15 percent of gross building site be dedicated to landscaping, and;
7. No light from the parking lot shall affect the surrounding residential areas.
8. The parking lot approved in the year 2022 must be in compliance.

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

Comments:

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

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2102 S 23rd St Nearest Intersection Ed Carey
(Proposed) Subdivision Name Treasure Hills - 2 Lot 6 Block
Existing Zoning Designation Multi-family Future Land Use Plan Designation Parking Lot

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Cesar Garcia Phone 956 536-9995 FAX
Email Address (for project correspondence only): cgapps@yahoo.com
Mailing Address 2310 Ed Carey City Harlingen State TX Zip 78550
Property Owner Cardiac Building LLC Phone FAX
Email Address (for project correspondence only):
Mailing Address 2310 Ed Carey City Harlingen State TX Zip 78550

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

- | | |
|---|---|
| <input type="checkbox"/> Annexation Request..... <u>No Fee</u> | <input type="checkbox"/> Preliminary Construction Plans and Final Plat..... <u>\$150.00</u> |
| <input type="checkbox"/> Administrative Appeal (ZBA)..... <u>\$125.00</u> | <input type="checkbox"/> Minor Plat... .. <u>\$100.00</u> |
| <input type="checkbox"/> Comp. Plan Amendment Request. <u>\$250.00</u> | <input type="checkbox"/> Re-Plat..... <u>\$250.00</u> |
| <input type="checkbox"/> Re-zoning Request..... <u>\$250.00</u> | <input type="checkbox"/> Vacating Plat. <u>\$250.00</u> |
| <input type="checkbox"/> SUP Request/Renewal..... <u>\$250.00</u> | <input type="checkbox"/> Development Plat..... <u>\$50.00</u> |
| <input type="checkbox"/> Zoning Variance Request (ZBA)..... <u>\$250.00</u> | <input type="checkbox"/> Subdivision Variance Request..... <u>\$25.00 (each)</u> |
| <input type="checkbox"/> PDD Request..... <u>\$250.00</u> | <input type="checkbox"/> Right-of-Way / Utility Easement Abandonment..... <u>No Fee</u> |
| <input type="checkbox"/> License to Encroach..... <u>\$250.00</u> | |

Please provide a basic description of the proposed project: build new parking lot

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

Applicant's Signature Cesar Garcia Date: 2-2-24
Property Owner(s) Signature [Signature] Date: 1-2-24
Accepted by _____ Date: _____

PLANNED DEVELOPMENT DISTRICT (PDD) REQUEST SPECIFIC USE PERMIT (SUP) REQUEST SUBMITTAL CHECKLIST

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

Complete

- ☐ One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:

- ☐ Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
- ☐ Locations of proposed uses; and
- ☐ Ingress and egress to/from property;
- ☐ Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
- ☐ Existing/proposed sidewalks; and
- ☐ Existing/proposed utilities; and
- ☐ Existing/proposed drainage; and
- ☐ Existing/proposed parking spaces.

- ☐ A written statement describing the proposed use(s) of the subject property.

- ☐ Any other information (elevation drawings, pictures, etc.) in support of the subject request.

- ☐ I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- ☐ I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - ☐ A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - ☐ Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
- ☐ I understand that while all requirements for the submittal of a PDD or SUP request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
- ☐ I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner:  Hugo G Blake Date 1-2-24

Owner Address:  2943 Lazy Lake Hg.

Phone/Fax: 956-536-9995

Signature: _____

Street View from Alley

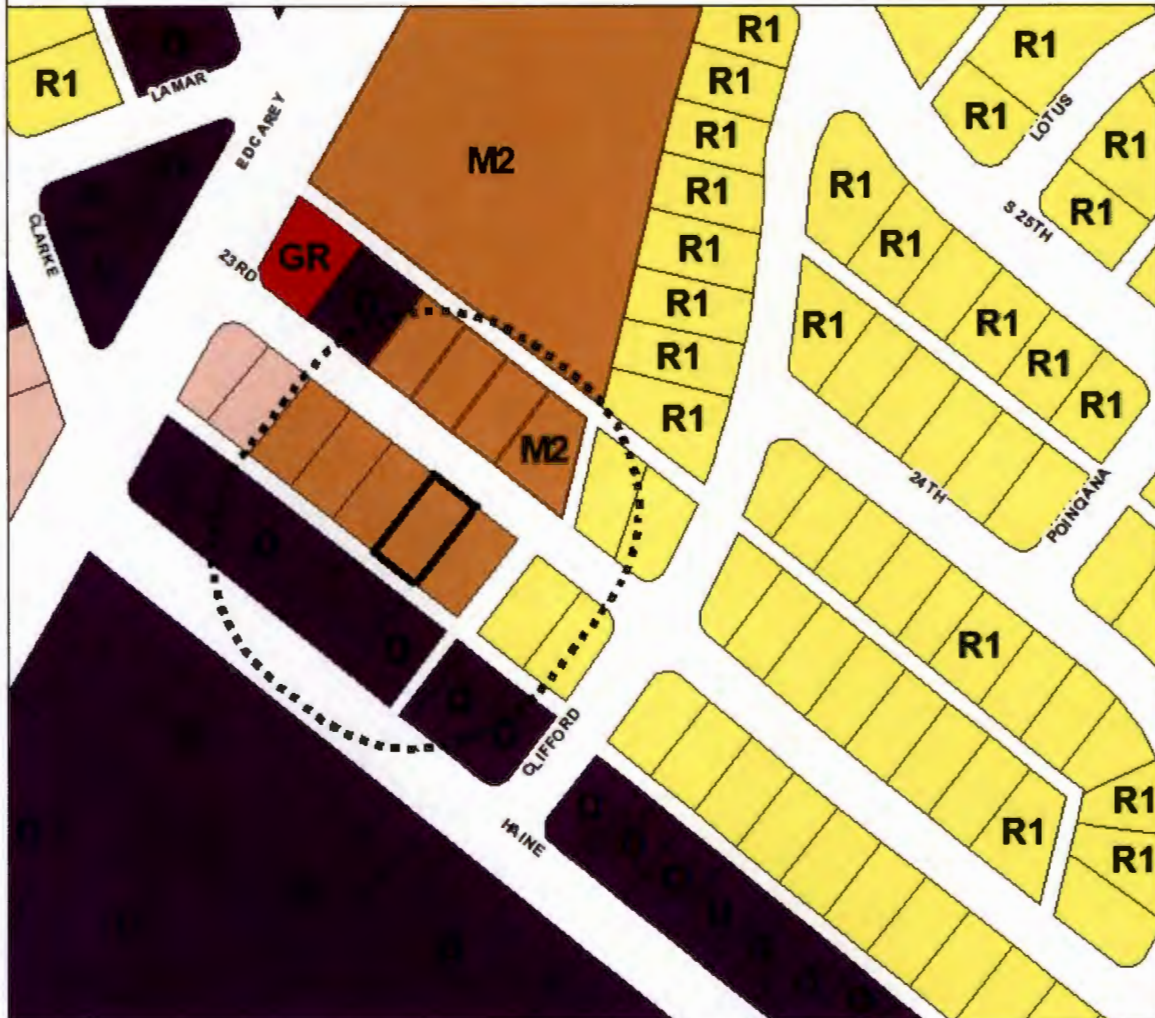


Street View from 23rd Street





Request for a Special Use Permit (SUP) to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2102 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdiviison Unit 2. Applicant: Cesar Garcia



Boundary lines

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

Zoning Designations

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

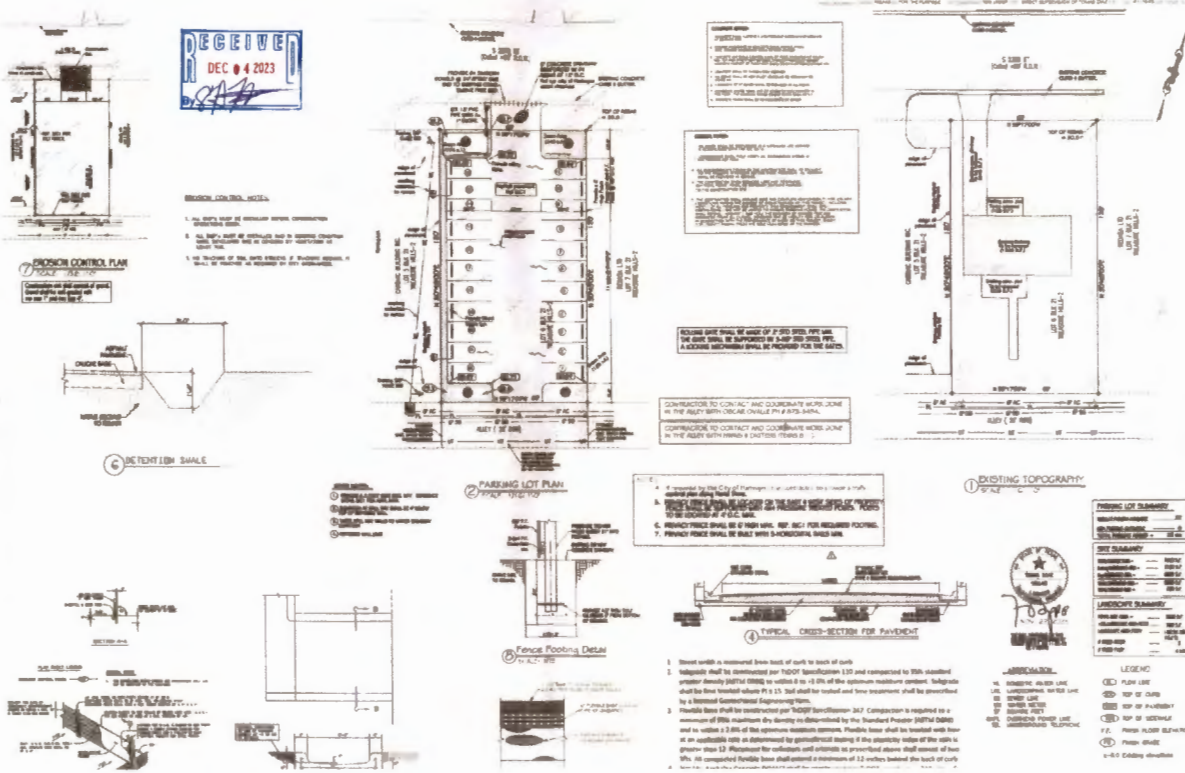
This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 12.06.2023

ATTACHMENT V

Aerial View



ATTACHMENT VI – Site Plan





Specific Use Permit ("SUP") Routing Slip

Applicant: Cesar Garcia

Phone No.: (956) 536-9995

Location: 2102 South 23rd Street

Project Description: Request for a Special Use Permit (SUP) to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2. Applicant: Cesar Garcia

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr

Date: December 6, 2023



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

January 5, 2024

Luis Vargas, PE, CFM
City Engineer

Juan Martinez, Chief Building Official
Building Inspections Department
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF 2102 s 23rd Street New Parking Lot

Dear Mr. Martinez,

Please find comments below regarding the preliminary construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☒ Approved
☐ Approved with Conditions
☐ Disapproved

Please note that this review shall be for conformance to subdivision regulations and the responsibility and liability for the adequacy of the design shall remain with the Engineer sealing the documents.

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

Sincerely,

Luis Vargas, PE, CFM



Specific Use Permit ("SUP") Routing Slip

Applicant: Cesar Garcia

Phone No.: (956) 536-9995

Location: 2102 S. 23rd Street

Project Description: Request for a Special Use Permit (SUP) to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2101 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2. Applicant: Cesar Garcia

Department: Building Permits Department

Approval: ☒ YES ☐ NO

Comments:

A Building Permit Application will be required if any proposed structures (Carport, Canopies....) that cover from the elements are to be placed on the proposed parking lot. A complete set of plans (Site Plan, Structural Engineering Plans to include foundation...) must be submitted to the building department office. To comply with the 2018 International Building Code and Family of Codes.

Signature

12/06/2023

Date

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO CARDIAC BUILDING INC TO ALLOW A PARKING LOT IN A RESIDENTIAL, MULTI-FAMILY (M2) DISTRICT LOCATED AT 2102 SOUTH 23RD STREET, BEARING A LEGAL DESCRIPTION OF LOT 6, BLOCK 21, TREASURE HILLS SUBDIVISION UNIT 2 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:

Special Use Permit (SUP) issued to Cardiac Building Inc. to allow a parking lot in a Residential, Multi-Family ("M-2") District located at 2102 S. 23rd Street, bearing a legal description of Lot 6, Block 21, Treasure Hills Subdivision Unit 2.

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Chief Building Official 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 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 Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Compliance with the drainage requirements and all applicable requirements from the Engineering Department, and;
2. Compliance with the applicable requirements from the Fire Prevention Bureau; and
3. Compliance with the building code requirements, and
4. Each off-street parking space for automobiles shall have an area of not less than nine feet by 20 feet connected either to a public street or alley by a driveway no less than 22 feet wide or directly adjacent to a public alley and so arranged as to permit ingress and egress of the automobile at all times without moving any other automobile, and;
5. A masonry wall or solid ornamental fence of not less than three feet nor more than six feet in height shall be erected and maintained so as to enclose the off-street parking area so as to screen the parking use from adjacent residential districts, and;
6. Have 15 percent of gross building site be dedicated to landscaping, and;
7. No light from the parking lot shall affect the surrounding residential areas.
8. The parking lot approved in the year 2022 must be in compliance.

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 _____, 2024 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

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

106)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1402 E. Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition. Applicant: Ofelia Painter

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- December 14, 2023 – Application for rezoning submitted to the City.
(ATTACHMENT I)
- December 30, 2023 – In accordance with State and local law, notice of the required public hearing was mailed to all property owners within a 200 feet radius of subject tract.
- December 30, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- January 24, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z). **During the meeting no one spoke in opposition to the rezoning request. The board recommended approval unanimously.**
- February 7, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- February 21, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject properties from Residential, Single-Family, ("R-1") District to Residential, Duplex ("R-2") District to allow for a duplex on the property. **(ATTACHMENT I).**
- The subject property, located at the south side of East Bowie Avenue, has a width of 50 feet and a depth of 140 feet. The property is currently vacant.
(ATTACHMENT III)
- The surrounding properties are zoned Residential, Single-Family ("R-1") to the north, south, east, and west. Surrounding land uses include single family residences to the north, east, south, and west of the subject property.
(ATTACHMENT IV)
- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as low-density residential. The request

is generally consistent with the Future Land Use Plan. A Duplex zoning is considered low-density residential; therefore, staff recommends approval of the rezoning request. **(ATTACHMENT VII).**

- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners for the proposed request.

Funding (if applicable):

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

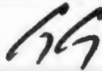
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

Attachment II - Application

RE-ZONING REQUEST SUBMITTAL CHECKLIST

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

Complete

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

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

Owner:

Ofelia Painter

Date

12/14/23

Owner Address:

635 Heather Dr.

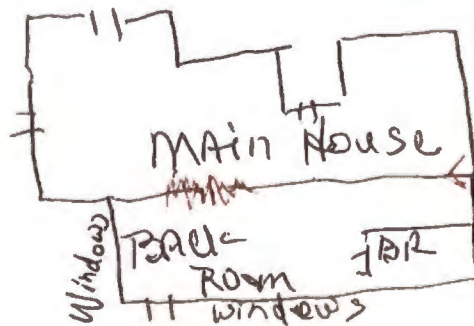
Algon, TX 78552

Phone/Fax:

956-454-1057

Signature:

Ofelia Painter



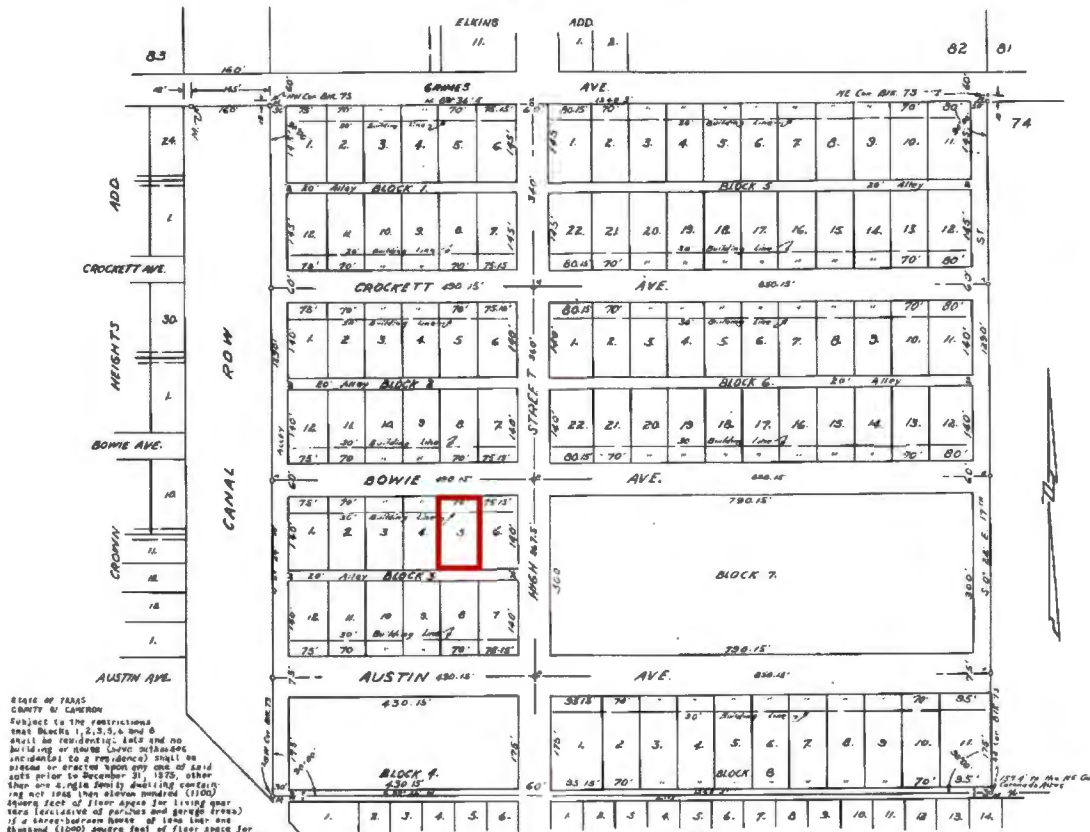
Close this door
make Back a separate
area with its own
light meter

Attachment III - Subdivision Plat

3083

CLIFT ADDITION

BEING A SUBDIVISION OF BLOCK 73, HARLINGEN LAND AND WATER
CO. ORIGINAL SUBDIVISION, CAMERON COUNTY, TEXAS
AN ADDITION TO THE CITY OF HARLINGEN, TEXAS
OFFICE OF JAMES H. HOGG, CIVIL ENGINEER
HARLINGEN, TEXAS
Scale 1"=100'



STATE OF TEXAS
COUNTY OF CAMERON
Subject to the restrictions
that Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall be residential; lots and no building or other structure shall be erected upon any one of said lots prior to December 31, 1935, other than one single family dwelling containing not more than eleven hundred (1100) square feet of floor space for living quarters (exclusive of porches and garage areas) if a three-bedroom house of 1800 sq. ft. or less (1800 sq. ft. or less) or a two-bedroom house of 1400 sq. ft. or less (1400 sq. ft. or less) if a two-bedroom house.
Witness our hands this 10th day of December, 1935.

John H. Hogg
County Judge, Cameron County

C. W. Clift
C. W. Clift
Eddie Wilson Clift

State of Texas
County of Cameron
James H. Hogg, a Notary Public, in and for Cameron County, Texas, on this day personally appeared C. W. Clift and Eddie Wilson Clift, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed same for the purposes and considerations therein expressed, and that said Eddie Wilson Clift, having been examined by me privately and apart from her husband and having after fully explained to her the contents of such instrument to be her act and deed, and the declaration that she had willingly signed same for the purposes therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office this 10th day of December, 1935.

John H. Hogg
Notary Public
L.S.

This is to certify that this survey was made by me on the ground and that the attached map is true and correct.

Approved: *K. E. Hogg*
City Engineer
City of Harlingen, Texas

James H. Hogg
James H. Hogg
Reg. Prof. Eng.

ENGR SEAL

Approved by the City Planning and Zoning Commission, City of Harlingen, Texas, this 11th day of February, 1935.

Approved by the City Commission of the City of Harlingen, Texas, this 11th day of February, 1935.

James H. Hogg
President
City of Harlingen

SEAL

Filed for record at 2:30 o'clock P.M. Feb. 19, 1935, and duly recorded at 1:15 o'clock P.M. February 22, A.D. 1935, in Vol. 16, Page 22.

Approved: *James H. Hogg*
CO. ENGR.

ENGR SEAL

H. D. Seabrook
H. D. Seabrook
County Clerk, Cameron County, Texas.
By *David L. Lipp*, Deputy

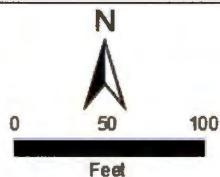
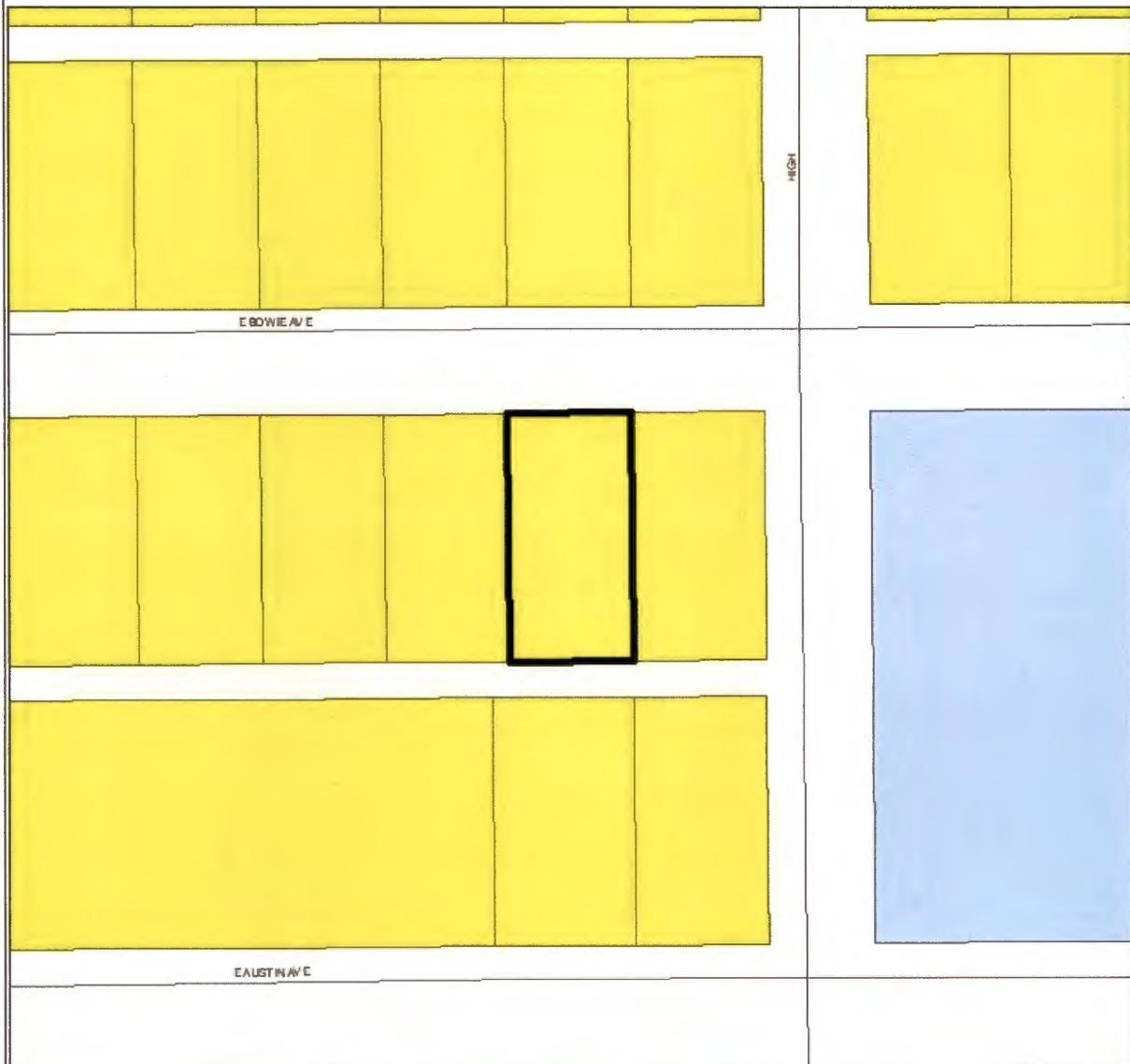
Attachment IV - Aerial





Future Land Use Map

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



Boundary Lines
 Harlingen City Limits
 Subject Property

Future Land Use

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

THIS MAP HAS BEEN PRODUCED BY THE CITY OF HARLINGEN FOR THE SOLE PURPOSE OF LOCATING JURISDICTIONAL BOUNDARIES AND IS NOT INTENDED FOR ANY OTHER PURPOSE. THE MAP DATA IS COMPILED FROM VARIOUS SOURCES INCLUDING ORTHOPHOTO IMAGERY, ENGINEERING PLANS AND PLATS, SURVEY FIELD NOTES AND OTHER SOURCES. THIS MAP IS INTENDED FOR GRAPHIC REPRESENTATION ONLY. NO WARRANTY IS MADE BY THE CITY OF HARLINGEN REGARDING ITS ACCURACY OR COMPLETENESS. BEFORE RELYING ON ANY INFORMATION ON THE MAP, CHECK WITH THE PLANNING DEPARTMENT. DATE OF MAP 12.18.2023

Attachment VI – Street View

Street View from East Bowie



ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE-FAMILY ("R-1") DISTRICT TO RESIDENTIAL, DUPLEX ("R-2") DISTRICT FOR A PROPERTY LOCATED AT 1402 EAST BOWIE AVENUE, BEARING A LEGAL DESCRIPTION OF LOT 5, BLOCK 3, CLIFT ADDITION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1402 East Bowie Avenue, bearing a legal description of Lot 5, Block 3, Clift Addition, as shown in exhibit "A".

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 _____, 2024 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

Norma Sepulveda, Mayor

ATTEST:

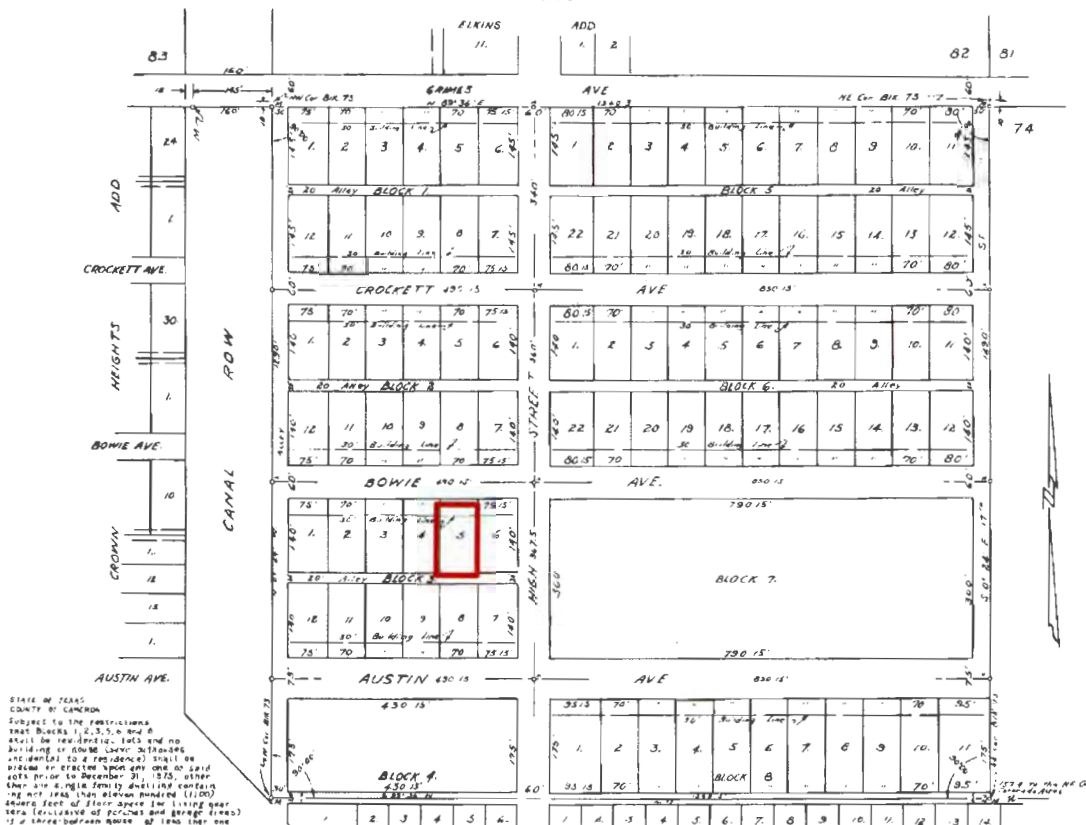
Amanda C. Elizondo, City Secretary

Exhibit "A"

3089

CLIFT ADDITION

BEING A SUBDIVISION OF BLOCK 73, MARLNGEN LAND AND WATER
CO. ORIGINAL SUBDIVISION, CAMERON COUNTY, TEXAS
AN ADDITION TO THE CITY OF MARLINGEN, TEXAS
OFFICE OF ENGINEER AND SURVEYOR, CIVIL ENGINEER
MARLINGEN, TEXAS
JANUARY 1932



STATE OF TEXAS
COUNTY OF CAMERON
Subject to the restrictions
that Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

C. W. Clift
County Engineer
By *[Signature]*
County Engineer

APPROVED BY THE CITY PLANNING AND ZONING COMMISSION, CITY OF MARLINGEN, TEXAS, THIS 11th DAY OF FEBRUARY, 1932.
By *[Signature]*
City Engineer

APPROVED BY THE CITY PLANNING AND ZONING COMMISSION, CITY OF MARLINGEN, TEXAS, THIS 11th DAY OF FEBRUARY, 1932.
By *[Signature]*
City Engineer

10c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a contract between the City of Harlingen and Dr. Robert Kellogg, DVM to provide services to the Harlingen Animal Shelter as needed.

Prepared By (Print Name): Shannon Harvill
Title: Environmental Health Director

Signature: 

Brief Summary:

The City of Harlingen Health Department is requesting to contract Dr. Robert Kellogg, DVM to provide services such as medical assessments and recommendations, administer vaccinations to animals, provide in person and phone consultations as needed to ensure humane care for all animals in the Harlingen Animal Shelter. The length of the contract is for six month's starting February 21, 2024, to July 21, 2024, for \$1,248 monthly charge, totaling to \$7,488.

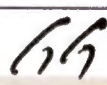
Funding (if applicable):

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

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

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

Staff Recommendation:

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

Comments:

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

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Harlingen, Texas (City), and Dr. Robert Kellogg, DVM ("Contractor"). The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Signatures

I. Summary of Contract Terms

Contractor: Robert Kellogg, DVM

Brief Description of Services: Provide medical assessments and recommendations, administer vaccinations to animals, provide in person and phone consultations as needed to ensure humane care for all animals in the Harlingen Animal Shelter.

Maximum Contract Amount: \$7,488 for 6 months

Develop and Implement vaccine protocols, animal assessment procedures, recommendations on humane outcomes for animals. Monitor medical advancements of animal protocols related to animals in the shelter and provide veterinary expertise - \$1248 monthly.

Length of Contract: One six-month (6) month period from date of February 21, 2024, and enacted by City of Harlingen and Contractor's signature.

Effective Date: February 21, 2024,

Expiration Date: July 21, 2024

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Premises 1106 Markowsky

Doctor of Veterinary Medicine means the Contractor.

Project Administrator means the person duly designated by the City to manage the services provided for in this Contract.

Services means the services for which the City requested as described in this Contract.

B. Services

Contractor will furnish Services to the City in accordance with the terms and conditions specified below herein and incorporated for all purposes:

- i. Routine assessment of animals in the Harlingen Animal Shelter.
- ii. Make recommendation to the Animal Shelter Manager for vaccination protocols and procedure changes,
- iii. Serve as an advisor for city staff on veterinary care.

C. Payment

The City shall pay Contractor for the Services specified below. Project Administrator inspection and approval is required before payment is made to Contractor:

1. **Routine Office, Lab, Clinical, and Prevention and Control of Animal Disease work** - Contractor will bill the city monthly for these services.

D. Conditions

This contract is subject to the following conditions:

- i. The Project Administrator will regularly inspect project for compliance with the terms of this Contract.
- ii. Contractor is anticipated to spend 8 - 25 hours weekly on average as approved by Health Director due to required medical needs.

E. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

- F. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- G. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- H. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the city. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the city will remit payment less sales tax.
- I. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- J. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Cameron County, Texas.
- K. Entire Contract. This Contract and the provisions of the Exhibits represent the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Signatures. By signing below, the parties agree to the terms of this Contract:

CONTRACTOR:

CITY OF HARLINGEN

Dr. Robert Kellogg, DVM

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

10d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 07, 2024**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading amending Chapter 18, Master Fee schedule of the Harlingen Code of Ordinances establishing fees for adoption of domestic dogs and cats, owner claims and other services provided by the City of Harlingen as they relate to Chapter 6 Animals.

Prepared By (Print Name): Shannon Harvill
Title: Environmental Health Director

Signature:

Brief Summary:

The City of Harlingen Health Department is requesting an ordinance of the City of Harlingen, Texas amending Chapter 18, Master Fee schedule of the Harlingen Code of Ordinances establishing fees for adoption of domestic dogs and cats, owner claims and other services provided by the City of Harlingen as they relate to Chapter 6 Animals:

Adoption fees:

Dogs - \$58 per animal which includes: Bordetella, De-Worming for Intestinal Parasites (1st Dose), Distemper/Parvo Vaccination, Heartworm Tested, Rabies Vaccination (Tag included), First dosage of flea/tick prevention, First dosage of heartworm prevention and Microchip

Cats - \$46 per animal which includes: De-worming for Intestinal Parasites (1st dose), Aids Test, Feline Leukemia, Rabies Vaccination (Tag included) and Microchip

Owner Turn Ins: \$20 per animal and \$40 per litter

Owner Claim fees: \$5-10 per day per animal

****Any dog or cat over five (5) months old and has been at the shelter for 15 days or longer will NOT have an adoption fee.**

Funding (if applicable):

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

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

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

Staff Recommendation:

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

Comments:

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

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING CHAPTER 18, MASTER FEE SCHEDULE OF THE HARLINGEN CODE OF ORDINANCES ESTABLISHING FEES FOR ADOPTION OF DOMESTIC DOGS AND CATS, OWNER CLAIMS AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN AS THEY RELATE TO CHAPTER 6 ANIMALS: PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

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

Section 1. That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended by adding the adoption fees for domestic dogs and cats and the owner claim fee for the Harlingen Animal Shelter and to read as follows:

Adoption of Dogs	\$58 per animal which includes: Bordetella, De-Worming for Intestinal Parasites (1 st Dose), Distemper/Parvo Vaccination, Heartworm Tested, Rabies Vaccination (Tag included), First dosage of flea/tick prevention, First dosage of heartworm prevention and Microchip
Adoption of Cats	\$46 per animal which includes: De-worming for Intestinal Parasites (1 st dose), Aids Test, Feline Leukemia, Rabies Vaccination (Tag included) and Microchip
Owner Turn Ins	\$20 per animal \$40 per litter
Owner Claim	\$5-10 per day per animal

*** Any dog or cat over five (5) months old and has been at the shelter for 15 days or longer will NOT have an adoption fee.

That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended by allowing the Animal Shelter Manager to have specials of up to 50% off the adoption fees for dogs and cats up to once a month on special days and holidays.

FINALLY ENACTED THIS _____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and

which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Harlingen Animal Shelter Fees



Harlingen Animal Shelter

Vaccine for Dogs :

- Parvo, Distemper, Bordetella, Rabies...
- De-worming for Intestinal Parasites (1st dose)...
- Heartworm Test...
- First dose of flea/tick prevention...
- First dose of heartworm prevention
- Microchip...

Total Fee:

\$58.00

Vaccine for Cats :

- De-worming for Intestinal Parasites (1st dose)
- feline RCP (Upper Respiratory virus)
- Rabies Vaccination
- First dose of flea/tick prevention...
- Microchip

Total Fee:

\$46.00



IN COMPARISON TO...

Brownsville Animal Shelter

Dog Adoption Package (\$99.00):

- Rabies Vaccination, Distemper/Parvo Vaccination, Bordetella...
- De-worming for Intestinal Parasites (1st dose)
- Heartworm Test...
- Microchip
- First dose of flea/tick prevention...
- First dose of heartworm prevention...

Total Fee

\$99.00

Cat Adoption Package:

- De-worming for Intestinal Parasites (1st dosage)...
- Feline Distemper Virus (FDV) Vaccination...
- Feline Leukemia/ Feline Aids Test...
- Microchip
- Rabies Vaccination...
- First dosage of flea/tick prevention...

Total Fee:

\$99.00



Palm Valley Animal Society

Dog Adoption Fees :

- Puppies (2-5 months) \$100.00
- Adults (5+ months).....\$50.00

* \$50 refundable spay/neuter deposit is due at the time of adoption if the pet has not yet been altered

Cat Adoption Fees :

- Kittens (2-5 months)\$50.00
- Adults (6+ months).....\$ 25.00

* \$50 refundable spay/neuter deposit is due at the time of adoption if the pet has not yet been altered

Hidden Gem Adoption Fee:

Any dog that is over five months old and has been at the shelter for more than 30 days has NO adoption fee.



Petcare Vet Clinic.

Vaccine for Dogs :

- Distemper, Parvo, Bordetella, Corona, Rabies...
- De-worming for Intestinal Parasites (1st dose)...
- Heartworm Test...
- First dose of flea/tick prevention...
- First dose of heartworm prevention...
- Microchip

Total Fee:

\$255.00

Vaccine for Cats :

- Distemper Vaccine, Feline Leukemia, Rabies...
- Feline Aids Test (Sedate Cat)
- Microchip

Total Fee:

\$256.00



Arroyo Vet Hospital

Vaccine for Dogs :

- Distemper, Parvo, Bordetella, Rabies...
- De-worming for Intestinal Parasites (1st dose)...
- Heartworm Test...
- First dose of flea/tick prevention...
- First dose of heartworm prevention
- Microchip

Total Fee:

\$197.55

Vaccine for Cats :

- De-worming for Intestinal Parasites (1st dose)...
- Feline Aids Test...
- Feline Leukemia...
- Rabies Vaccination, Feline RCP (Upper Respiratory), Rabies...
- Microchip

Total Fee:

\$167.55



Altas Palmas Animal Clinic

Vaccine for Dogs :

- Bordetella, Distemper, Parvo Virus, Rabies vaccine...
- De-worming for intestinal parasites (1st Dose)...
- Heartworm Tested...
- First dose of flea/tick prevention ...
- First dose of heartworm prevention...
- Microchip

Total Fee:

\$299.25



Vaccine for Cats :

- De-worming for Intestinal Parasites (1st dose)...
- Feline Aids Test...
- Feline Leukemia...
- Rabies Vaccination, Feline RCP (upper Respiratory)...
- Microchip

Total Fee:

\$276.50

RGV Humane Society

Vaccine for Dogs :

- Rabies vaccine, Distemper, Parvo Virus, Bordetella...
- Dewormer...
- Flea & Tick Prevention...
- Heartworm Prevention (1st dose)...
- Microchip

Total Fee:

\$102.00

Vaccine for Cats :

- Rabies Vaccination...
- Feline RCP (Upper Respiratory)
- Flea & Tick Prevention (2 months)...
- Microchip

Total Fee:

\$76.00



Paws & Claws Vet Clinic

Vaccine for Dogs :

- Bordetella, Distemper, Parvo Virus, Rabies vaccine...
- De-worming for intestinal parasites (1st Dose)...
- Heartworm Test...
- First dose of flea/tick prevention...
- First dose of heartworm prevention...

Total Fee:

\$177.00

Vaccine for Cats :

- De-worming for Intestinal Parasites (1st dose)...
- Feline Aids Test...
- Feline Leukemia...
- Rabies Vaccination...

Total Fee:

\$128.00



THANK YOU !

Any questions?



10e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to amend the Fiscal Year 2023-2024 budget and authorize the City Manager to purchase three pick-up trucks using general funds.

Prepared By: Christopher D. Torres, Director

Brief Summary:

The Public Works department is in dire need of three trucks, one for the Public Buildings Superintendent, one for the Drainage Manager and one for the Traffic Manager. These trucks respectively, have been out of commission due to extensive costly repairs. Causing these employees to move around job sites by being transported by someone else with a vehicle.

These trucks are having expensive repairs and at times, we are not able to obtain parts due to being discontinued or compatible to the age of these vehicles.

Age of these vehicles respectively;

Unit 450 pick up F-150 year 2011

Unit 127 pick up F-150 year 2008

Unit 187 pick up F-150 year 2009

Quote amount;

- Three (3) F-150 pick-ups \$151,048.96

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

City Manager approval:



Comments:

City Attorney's approval:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	1/3/2024
Contact for Vendor:	Mike Folcy	Phone	214 215 3536
End User:	City of Harlingen		
End User Contact:	Christopher Torres	Phone/Fax	956 216 5300
Product Description:	2023 Ford F-150		

A: Base Price in Bid/Proposal Number: 601-19	Series: F-150	\$17,150.00
B: Published Options (Itemize Below)		
	DESCRIPTION	AMOUNT
Ford	W1E crew cab 4X4	\$ 12,995.00
Ford	Listed Ford Options	\$ 5,430.00
Subtotal Column 1:	\$ 18,425.00	
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")		\$ 21,666.00

OPT #	DESCRIPTION	AMOUNT
RTC-051	OEM Safety Inspection	\$ 1,236.00
RTC-1060	Dealer Floor plan Int	\$ 985.00
RTC-1059	Lot Insurance	\$ 1,020.00
Subtotal Column 2:	\$ 3,241.00	

C: Subtotal of A + B	\$ 38,816.00
D: Non Published Options	
Subtotal Column 1:	Subtotal Column 2:

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	
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E: Contract Price Adjustment (If any, explain here)	
Loss of FOMOCO Municipal DISCOUNTS	\$ 10,800.32

F: Total of C + D +/- E	\$ 49,616.32
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G: Quantity ordered Units: <u>3.00</u>	x F	\$ 148,848.96
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		
Freight	600.00 ea	
		\$ 1,800.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 151,048.96
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Prepared for: Mr. Christopher Torres, CPM Public Works, City of Harlingen

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370



Client Proposal

Prepared by:

MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Quote ID: 10032023-3

Date: 10/09/2023



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 752475816

Office: 214-631-2050

Prepared for: Mr. Christopher Torres

CPM Public Works, City of Harlingen

Prepared by: MIKE FOLEY

10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3

**Mr. Christopher Torres, CPM Public Works, City
of Harlingen**

Re: Quote ID 10032023-3 10/09/2023

Dear Mr. Torres,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

Municipal Sales Dir.

214-215-3536

foleym@rushenterprises.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Christopher Torres

CPM Public Works, City of Harlingen

Prepared by: MIKE FOLEY

10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3

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Prepared for: Mr. Christopher Torres

CPM Public Works, City of Harlingen

Prepared by: MIKE FOLEY

10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3



Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

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Prepared for: Mr. Christopher Torres

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10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3

As Configured Vehicle

Code	Description
Base Vehicle	
W1E	Base Vehicle Price (W1E)
Packages	
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.
Powertrain	
995	Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability. <i>Includes:</i> - GVWR: 7,050 lbs Payload Package
44G	Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.
XL3	Electronic Locking w/3.31 Axle Ratio
NNGV6	GVWR: 7,050 lbs Payload Package
Wheels & Tires	
STDTR	Tires: 265/70R17 BSW A/T
64C	Wheels: 17" Silver Steel
Seats & Seat Trim	
A	Vinyl 40/20/40 Front Seat
Other Options	
145WB	145" Wheelbase

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Christopher Torres

CPM Public Works, City of Harlingen

Prepared by: MIKE FOLEY

10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3

As Configured Vehicle (cont'd)

Code	Description
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (998) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS is available).</i>
53A	Trailer Tow Package <i>Towing capability up to TBD lbs. Includes tailgate LED.</i> <i>Includes:</i> - Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (998) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS is available).</i> - Integrated Trailer Brake Controller
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>
67T	Integrated Trailer Brake Controller
PAINT	Monotone Paint Application
Fleet Options	
85H	Back-Up Alarm System <i>Requires valid FIN code.</i>
942	Daytime Running Lamps <i>Requires valid FIN code.</i> <i>Non-controllable.</i>
WARANT	Fleet Customer Powertrain Limited Warranty <i>Requires valid FIN code.</i>

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Prepared for: Mr. Christopher Torres

CPM Public Works, City of Harlingen

Prepared by: MIKE FOLEY

10/09/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 10032023-3

As Configured Vehicle (cont'd)

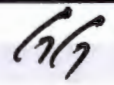
Code	Description
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50 State Emissions
Exterior Color	
YZ_01	Oxford White
Interior Color	
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

1045

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:	
Consideration and possible action to authorize the City Manager to purchase a new striping machine using general funds. Attachment (<i>Public Works</i>)	
Prepared By: Christopher D. Torres, Director	
Brief Summary:	
The Public Works department is in dire need of a new striping machine. The current striping machine has been out of commission and repairs to this piece of equipment has become extremely costly due to the age of the machine. Unfortunately, we cannot make any more repairs and is needed to be replaced at this time.	
Age of machine; Year 2007 Quote amount; One (1) striping machine \$26,042.92	
Funding (If applicable):	
Are funds specifically designated in the current budget for the full amount (Yes/No): *If no, specify source of funding and amount requested:	
Finance Director's approval (Yes/No/NA):	
Staff Recommendation:	
City Manager approval:	
Comments:	
City Attorney's approval:	



601 Commercial Drive
Buda, TX 78610

Estimate

Date	Estimate #
1/9/2024	46566

Name / Address
City of Harlingen att Danny Diaz Public Works 404 South 54th St. Harlingen, TX 78550

Ship To

P.O. No.	Terms	Rep
	Net 30	GS

Qty	Item	Description	U/M	Rate	Total
		Buyboard # 703-23			
1.00	100 Quoted item	LineLazer V 200HS Reflective series gas hydraulic airless line striper, 2 auto guns		17,820.04	17,820.04
1.00	6000020006	Graco LineDriver HD, Ride-on-system	ea	8,222.88	8,222.88
		ARO			

Signature _____	Total \$26,042.92
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Phone #	Fax #	E-mail	Web Site
5124376499	512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com

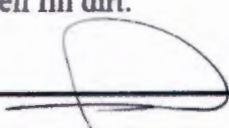
109)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve the City Manager to sell fill dirt.

Prepared By: Christopher D. Torres, Director 

Brief Summary:

The Public Works department has an extensive amount of fill dirt that is being removed from the Lozano Detention Pond. We have a location to drop this dirt but will run out of space. Therefore, staff recommends selling this dirt for \$1.00 a CYD. Below, you will notice three quotes from sandpits on the dirt they sell, but this dirt is compacted and clean of any debris. Our dirt has roots and stumps and is good for fills only.

Quotes;

Brownsville Diamond Sandpit - \$4.00 CYD

Olmito Sandpit - \$3.50 CYD

Los Fresnos Sandpit - \$2.85 CYD


Funding (If applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

City Manager approval: 

Comments:

The City will not be loading dirt on trucks.

City Attorney's approval:

10h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to amend the Fiscal Year 2023-2024 budget and authorize the City Manager to purchase a new tractor and boom mower attachment using general funds.

Prepared By: Christopher D. Torres, Director

Brief Summary:

The Public Works department is in dire need of a new tractor and boom mower attachment. The current tractor and boom mower attachment has been out of commission and repairs to this piece of equipment have become extremely costly due to the age of the equipment. A quote was requested to perform repairs, and it is costing the department \$26,609.77; but this will only be a band-aid repair, within time it will cost us a lot more to keep repairing this piece of equipment.

Age of equipment;

Year 2007

Quote amount;

- One John Deere Tractor and Boom Mower \$277,330

Funding (If applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

City Manager approval:

116

Comments:

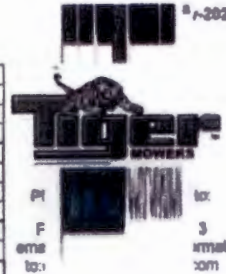
City Attorney's approval:

PRICE LIST A

TX BUY BOARD QUOTE SHEET

8-2023

Bill To: City of Harlingen 404 S. 54th St Harlingen, TX 78551	
Ship to: Ande van Machinery Co Pharr, TX	
End User:	
End User Contact: Denny Diaz 956-216-2113	POB:
Quoted: 1548CJ	Order Date:
Dealer Contact: Luis Villarreal	Quote Date: 01/18/24
DLR Phone / Fax: 956-330-2807	Requested ship date:
Dealer Email: lvillarreal@amcatx.com	State contract order # 705-23
Quote valid for 30 days	



Shipping Instructions

SABER 28 & 30 SERIES

(Boom length from 28.4' to 31.6')

HOW TO ORDER: You must select one item from Sections 1, 2 & 3 for a complete Boom Mower.

Qty	Order Code	Description	Amount	List Price	Disc	TX Buy Board Price
SECTION 1 - Choose a Base Unit						
1	614SM Standard	Cab HPWD 14 x 16 Power Guard	13662	\$ 153,394	30%	\$ 104,627.39
1	30S-28-SB	Mid-mount Boom Mower w/ 3 POINT OPEN STOW (30S) transport system & Wheel Weight	7975	\$ 79,354	10%	\$
1	30S-30-SB	Mid-mount Extended Boom Mower w/ 3 POINT OPEN STOW (30S) transport system & Wheel Weight	8178	\$ 81,009	10%	\$ 72,908.91
INCLUDES: Standard Equipment - Boom Arm, Mounting system, Wheel Weights, Mower Hydraulic Drive System, Stop system, Travel Safety Lock, Operator Safety Screen/Plate, Cylinder Axle Stabilizer Kit						
SECTION 2 - Choose a Cutter Head						
ROTARY						
	R150B-KB-S	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	750	\$ 20,235	10%	\$
	RT30B-SW-KB-S	60" Rotary Swivel Head, with Blade Bar/Brush Knives & Hyd Door(28' ONLY)	860	\$ 21,164	10%	\$
1	RT60B-KB-S	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	838	\$ 20,777	10%	\$ 18,699.61
FLAIL - Saber 28						
	FL50LB-30-S	50" Flail Head with Light Brush/Gross Knives - LBG	800	\$ 20,185	10%	\$
	FL50MBG-28-S	50" Flail Head with Medium Brush/Gross Knives - MBG	808	\$ 21,387	10%	\$
	FL50HOB-28-S	50" Flail Head with Heavy Duty Brush Knives - HOB	808	\$ 21,249	10%	\$
	FL63G-S	63" Flail Head with Gross Knives	856	\$ 21,950	10%	\$
FLAIL - Saber 30 - Direct Drive						
	FL50H-30-SDD	50" Flail Head with Light Brush/Gross Knives - LBG	865	\$ 20,495	10%	\$
	FL50MBG-30-SDD	50" Flail Head with Medium Brush/Gross Knives - MBG	725	\$ 20,562	10%	\$
MULCHER - Saber 28 & 30						
	ML36-28-SCM	36" Mulcher Head with Quad Cut Teeth - Rear Chain	825	\$ 27,325	10%	\$
	ML36-30-SGLB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	825	\$ 27,262	10%	\$
SECTION 3 - Choose a Hydraulic Controls Option						
	CBL	Cable Controls and Lift Valve Kit	78	\$ 7,509	10%	\$
1	JBTX	Joystick, Electro-hydraulic and Valve Kit	80	\$ 10,636	10%	\$ 17,132.84
SECTION 4 - Installation Charge						
1	Factory Inst	Installation of complete boom mower system		\$ 16,140	10%	\$ 14,526.00
	Field Inst	Installation of complete boom mower system		\$ 10,140	10%	\$
SECTION 5 - BOOM MOWER OPTIONS						
1		Hydraulic Actuator in lieu of standard spring - Verify tractor model	575	\$ 10,306	10%	\$
		Wheel Weight - upcharge from 2550 to 3400 lbs of counter balance.	868	\$ 3,000	10%	\$ 2,701.20
	BPS-SBR	Electronic Boom Positioning System	12	\$ 1,730	10%	\$
	P GUARD	Pump Guard	28	\$ 233	10%	\$
1	PG GUARD	Pump/Gride Guard	30	\$ 563	10%	\$ 514.90
	0620090	50" Blade Bar Kit (bar, knives, bolts, nuts)	75	\$ 1,100	10%	\$
	0620070	60" Blade Bar Kit (bar, knives, bolts, nuts)	85	\$ 1,200	10%	\$
1	06744040	50"/60" Rotary Parts Kit (knives, bolts, nuts, filter, grease) BRUSH	36	\$ 347	10%	\$ 312.62
	06744008	50" Flail Parts Kit (knives, bolts, nuts, filter, grease, bolts) LBG FLAIL	32	\$ 801	10%	\$
	06744043	50" Flail Parts Kit (knives, bolts, nuts, filter, grease, bolts) MBG FLAIL	58	\$ 2,040	10%	\$
	06744044	50" Flail Parts Kit (knives, bolts, nuts, filter, grease, bolts) HOB FLAIL	58	\$ 1,807	10%	\$
	06744008	Mulcher Knife Kit (knives, bolts - set of 30)	36	\$ 950	10%	\$
1		Backup Alarm		\$ 612	10%	\$ 550.80
1		Radio, AM/FM Stereo,		\$ 446	10%	\$ 401.42
ADDITIONAL OPTIONS FROM PRICE LIST						
1	ESTIMATED FREIGHT CHARGE					\$ 4,300.00
1	Customer Discount					\$ (4,105.06)
Freight is an estimate only, may change at time of shipment						
Totals						
						\$ 277,336.99
TRACTOR INFORMATION REQUIRED						
Make/Model	JD 614SM		Transmission	16X16 PW/GO		
Tire size	13.6X28 Front		Cab Type			
	18.4X38 Rear		PWD or MB WD	4WD		

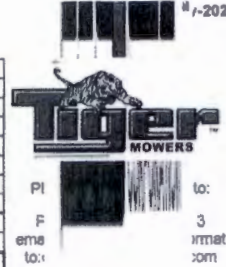
All prices are FOB Destination
Prices are subject to change without notice.

PRICE LIST A

TX BUY BOARD QUOTE SHEET

01/2023

Bill To:	City of Harlingen 404 S. 54th St Harlingen, TX 78551		
Ship to:	Anderson Machinery Co Pharr, TX		
End User:			
End User Contact:	Danny Diaz 956-216-2113	PO#	
Quote#	1548CJ	Order Date:	
Dealer Contact:	Luis Villarreal	Quote Date:	01/18/24
DLR Phone / Fax:	956-330-2907	Requested ship date:	
Dealer Email:	lvillarreal@amcotx.com	State contract order #	706-23
		Quote valid for 30 days	



Shipping Instructor

SABER 28 & 30 SERIES

(Boom Reach from 28.4' to 31.8')

HOW TO ORDER: You must select one item from Sections 1, 2 & 3 for a complete Boom Mower.

Qty	Order Code	Description	Approx. Wt	List Price	Disc	TX Buy Board Price
SECTION 1 - Choose a Base Unit						
1	6145M Standard Cab MFWD 16 x 16 Power Quad	Also tractor on this line when required	13668	\$ 193,284	20%	\$ 154,627.20
	30S-28-SB	Mid-mount Boom Mower w/ 3 POINT OPEN STOW (30S) transport system & Wheel Weight	7975	\$ 79,354	10%	\$ -
1	30S-30-SB	Mid-mount Extended Boom Mower w/ 3 POINT OPEN STOW (30S) transport system & Wheel Weight	8170	\$ 81,008	10%	\$ 72,906.81
INCLUDES: Standard Equipment - Boom Arms, Mounting system, Wheel Weights, Mower Hydraulic Drive System, Stow system, Travel Safety Lock, Operator Safety Screen/Poly, Cylinder Axle Stabilizer Kit						
SECTION 2 - Choose a Cutter Head						
ROTARY						
	RT50B-XB-S	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	750	\$ 20,255	10%	\$ -
	RT50B-SV-XB-S	50" Rotary Swivel Head, with Blade Bar/Brush Knives & Hyd Door(28" ONLY)	950	\$ 21,164	10%	\$ -
1	RT60B-XB-S	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	839	\$ 20,777	10%	\$ 18,699.41
FLAIL - Saber 28						
	FL50LBG-28-S	50" Flail Head with Light Brush/Grass Knives - LBG	800	\$ 20,195	10%	\$ -
	FL50MBG-28-S	50" Flail Head with Medium Brush/Grass Knives - MBG	808	\$ 21,167	10%	\$ -
	FL50HDB-28-S	50" Flail Head with Heavy Duty Brush Knives - HDB	808	\$ 21,245	10%	\$ -
	FL63G-S	63" Flail Head with Grass Knives	855	\$ 21,950	10%	\$ -
FLAIL - Saber 30 - Direct Drive						
	FL50LBG-30-SDD	50" Flail Head with Light Brush/Grass Knives - LBG	895	\$ 20,495	10%	\$ -
	FL50MBG-30-SDD	50" Flail Head with Medium Brush/Grass Knives - MBG	725	\$ 20,552	10%	\$ -
MULCHER - Saber 28 & 30						
	ML36-28-SCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain	925	\$ 27,325	10%	\$ -
	ML36-28-SRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	925	\$ 27,282	10%	\$ -
SECTION 3 - Choose a Hydraulic Controls Options						
	CBL	Cable Controls and Lift Valve Kit	78	\$ 7,569	10%	\$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	88	\$ 19,938	10%	\$ 17,132.84
SECTION 4 - Installation Charge						
1	Factory Mnt	Installation of complete boom mower system		\$ 10,148	10%	\$ 9,128.00
	Field Mnt	Installation of complete boom mower system		\$ 10,140	10%	\$ -
SECTION 5 - BOOM MOWER OPTIONS						
1		Hydraulic Actuator in lieu of standard swivel - Verify tractor model	575	\$ 10,395	10%	\$ -
		Wheel Weight - upcharge from 2850 to 3400 lbs of counter balance.	850	\$ 3,068	10%	\$ 2,761.20
	BPS-SBR	Electronic Boom Positioning System	12	\$ 1,739	10%	\$ -
	P GUARD	Pump Guard	26	\$ 333	10%	\$ -
1	PIG GUARD	Pump/Grille Guard	39	\$ 683	10%	\$ 614.95
	06200609	50" Blade Bar Kit (bar,knives,bolts,nuts)	75	\$ 1,188	10%	\$ -
	06200670	60" Blade Bar Kit (bar,knives,bolts,nuts)	85	\$ 1,208	10%	\$ -
1	06744040	60" 60" Rotary Parts Kit (knives,bolts,nuts,filter,grease) BRUSH	36	\$ 347	10%	\$ 312.82
	06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) LBG FLAIL	32	\$ 891	10%	\$ -
	06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) MBG FLAIL	58	\$ 2,048	10%	\$ -
	06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) HDB FLAIL	58	\$ 1,997	10%	\$ -
	06744086	Mulcher Knife Kit (knives,bolts - set of 30)	30	\$ 959	10%	\$ -
1		Backup Alarm		\$ 612	10%	\$ 556.80
1		Radio, AM/FM Stereo,		\$ 448	10%	\$ 403.42
ADDITIONAL OPTIONS FROM PRICE LIST						
					\$	-
1	ESTIMATED FREIGHT CHARGE				\$	4,300.00
					\$	-
1	Customer Discount				\$	(4,105.06)
					\$	-
Freight is an estimate only, may change at time of shipment						
Totals						\$ 277,330.00
TRACTOR INFORMATION REQUIRED:						
Make/Model:	JD 6145M	Transmission	16X16 PWR/QD			
Tire size	13.8X28	Cab Type	2WD or MFWD	4WD		
	18.4X38	Front				
		Rear				

All prices are FOB Destination
Prices are subject to change without notice.

10i)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve the City Manager the option of a one (1) year contract with Rubicon.

Prepared By: Christopher D. Torres, Director

Brief Summary:

The Public Works department has a need for routing software (Rubicon) on our residential, commercial and roll off operations. This software will make sure that we are efficient with our routes but it also has other capabilities such as (GPS, pictures on containers that are not out for service, cameras, geo fencing unattended routes). This software also advises our supervisors and administrative staff when routes have been completed daily. The reporting capabilities are endless, from time on routes, to how many containers were serviced on each route to identifying the areas our trucks are on at any given time.

One year contract \$66,128.00 with an option to renew each year.

Funding (If applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

City Manager approval:

CT

Comments:

City Attorney's approval:



Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

**Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234**



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

FL03-21

Date
Prepared:

11/8/23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Harlingen, Texas	Contractor:	Rubicon Technologies, LLC
Contact Person:	Chris Torres	Prepared By:	Wyeth West
Phone:		Phone:	202-253-5756
Fax:		Fax:	
Email:	ctorres@harlingentx.gov	Email:	wyeth.west@rubicon.com

Catalog / Price Sheet Name:	
General Description of Product:	Smart City Fleet and Route Management Solution: standard, asset-light hardware and automatic data upload, cloud-based solution (per vehicle license, priced as a single vehicle) – smartphone or tablet in-cab monitoring (iOS and Android); complete standard solution, software (and phone app) licensing; software functionality inclusive of, but not limited to: active vehicle status tracking and management (idle time, stationary time, fuel consumption, engine status, miles traveled, etc.), asset management (refuse bin condition, location flagging, etc.), route management (route progress, speeding and hard driving, automated service confirmations, work order tracking, pre and post trip reports, etc.), data collection (pot holes, graffiti, vacant home, downed trees, etc.), and complete navigation and directional solution (turn-by-turn directions, navigation to disposal sites, etc.); camera integration capability (Offeror shall include the Form-E options prices: differential upgrade price for hardware enhancements beyond the standard offering)

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
130	Launcher Training and Implementation Hours	\$275.00	\$35,750
22	Year 1: Smart City Fleet and Route Management Solution	\$4,800.00	\$105,600
22	Year 2: Smart City Fleet and Route Management Solution	\$4,800.00	\$105,600
22	Year 3: Smart City Fleet and Route Management Solution	\$4,800.00	\$105,600
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			\$352,550

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	\$0.00

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

PROMO1 - Promotional Discount (Year 1)	\$ 75,222.00
PROMO1 - Promotional Discount (Year 2)	\$ 65,472.00
PROMO1 - Promotional Discount (Year 3)	\$ 65,472.00
Subtotal C:	\$ 206,166.00

Delivery Date:	D. Total Purchase Price (A+B+C):	\$ 146,384.00
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MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this "Agreement") is made and entered into as of **DATE CONTRACT IS SIGNED**, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company ("Rubicon"), and THE CITY OF HARLINGEN, TEXAS with a principal place of business at 118 E Tyler Ave, Harlingen, TX 78550 ("Client"). This Agreement is made pursuant to HGACBuy Contract FL03-21-RUB by and between Rubicon Global, LLC and City of Harlingen, TX which commenced on March 1, 2021 (the "HGACBuy Contract"). This Agreement shall be deemed to be an End User Agreement ("EUA") under the HGACBuy Contract, subject to the terms and conditions applicable to such EUAs under the HGACBuy Contract.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity that is controlled by Client, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 "Agreement" means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 "Client" means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates' obligations under this Agreement.

1.4 "Client Content" means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client's behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client's behalf pursuant to this Agreement.

1.5 "Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 "Effective Date" means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 "Intellectual Property Rights" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 "Marks" means the trademarks, service marks or trade names of Client.

1.9 "Order(s)" means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the

Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations

or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as “certified,” “approved,” “recommended” or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering (“Rubicon Access Codes”) to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the “Contributors”) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client’s or its authorized user’s receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations (“Privacy Laws”) or the oversight of any regulatory agency charged with the enforcement thereof (“Regulatory Oversight”). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon’s invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon’s net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client’s receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of 3 years unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year extensions at additional cost.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) either party provides a written notice of non-renewal at least seven (7) days in advance of the last day of the then-current term, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, for any reason other than due to Rubicon's breach, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors; and (b) fifty percent (50%) of the remaining annual recurring fees (including, without limitation, the subscription fees paid to use and access the Subscribed Services) that would have been charged for the then remaining term of the Agreement or Order(s), as applicable, all of which shall be immediately accelerated. Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially

attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 **Rubicon's Intellectual Property.** Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 **Client Content.** Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 **License to Client Content.** Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 **License to the Marks.** Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 **Limited Covenant to Defend.** Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 **Injunctions Obtained by Third Parties.** If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A "PROTOTYPE COMPONENT" AND COLLECTIVELY "PROTOTYPE COMPONENTS"). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE "PROTOTYPE COMPONENT RIDER" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Texas shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Cameron County, Texas, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any

resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 118 E Tyler Ave, Harlingen, TX 78550; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 335 Madison Avenue, 4th Floor, New York, NY 10017. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF HARLINGEN, TX

RUBICON GLOBAL, LLC

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

EXHIBIT A

PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.

2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.

3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.

5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.

7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially

comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

**ORDER NUMBER ____ TO THE
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number 1 ("Order") to the Master Software Services Agreement is made as of [REDACTED] ("Order Effective Date"), by and between Rubicon Global, LLC ("Rubicon") and the CITY OF HARLINGEN, TX ("Client"). This Order is part of the Master Software Services Agreement between the parties dated [REDACTED] ("Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	\$66,128.00
Year 2 Cost	\$40,128.00
Year 3 Cost	\$40,128.00
Total Cost (36-month contract)	\$146,384.00

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of one hundred forty-six thousand three hundred eighty-four dollars and zero cents (\$146,384.00) payable as follows ("Fee"):

- a. US\$ 66,128.00 due upon execution of this Agreement.
- b. US\$ 40,128.00 due upon the first anniversary of this Agreement.
- c. US\$ 40,128.00 due upon the second anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client's obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.5 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be \$3,344.00 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF HARLINGEN, TX

Authorized Signature

Printed Name and Title

ACCEPTED BY:

RUBICON GLOBAL, LLC

Authorized Signature

Printed Name and Title

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows: $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- Definitions:
 - *Total time* is the total minutes in the month
 - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
 - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
 - Rubicon Production Support and Service Level Availability Policy (SLA)
 - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
 - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
 - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
 - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
 - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
 - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
 - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
 - SEVERITY LEVEL 1
 - Definition: The Rubicon Service is unavailable for all users
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 2
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within four (4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 3
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
 - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization .
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
 - SEVERITY LEVEL 4:

- Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
 - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
 - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
 - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
 - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
 - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
 - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
 - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
 - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
 - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

- If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

22 Vehicles - BYOD		
	UNITS	COST
Total Upfront		\$26,000.00
Launcher Training/Implementation	130 Hours	\$26,000.00
Total Annual Recurring		\$40,128.00
RUBICONSmartCity Software		\$40,128.00
Portal & Mobile App Software License (Solid Waste Software)	22 Device Licenses	\$40,128.00
Y1		\$66,128.00
Y2		\$40,128.00
Y3		\$40,128.00
TOTAL CONTRACT VALUE		\$146,384.00

RUBICONSmartCity Add-On Line Item Pricing		
Professional Services: One Time Cost		
	UNITS	COST
Rubicon Y Installation	Per Vehicle	\$100.00
API Integration	Per Hour	\$200.00
Launcher Training/Implementation	Per Hour	\$200.00
Fleet Optimization	Per Vehicle	\$2,000.00
Software + Hardware: Annual Recurring Cost		
	UNITS	COST
RUBICONSmartCity Software		
Portal & Mobile App Software License (Solid Waste Software)	Per Device License	\$1,741.09
Portal & Mobile App Software License (Snow Software)	Per Device License	\$1,296.00
Rubicon X		
iPhone + Mobile Data	Per Device	\$1,296.00
iPad Tablets + Mobile Data	Per Device	\$1,152.00
Rubicon Y		
Y Hardware (Telematics)	Per Device	\$249.60
Rubicon Z		
Rubicon Z (Vision - AI Models)	Per Device	\$4,320.00
Rubicon Z (Surfsight)	Per Device	\$1,920.00

10j)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **Wednesday, February 7, 2024**

Agenda Item:

Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant offer No. 3-48-0101-074-2024, in the amount of Three Million, Eight Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Nine Dollars and no/100s (\$3,828,739.00) for the Runway Extension project at Valley International Airport. Attachment **(Airport)**

Prepared By (Print Name): Marv R. Esterly
Title: Director of Aviation

Signature: 

Brief Summary:

This grant is for the extension of Runway 35L.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends acceptance of the anticipated Federal Aviation Administration (FAA) Grant offer No. 3-48-0101-074-2024, in the amount of Three Million, Eight Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Nine Dollars and no/100s (\$3,828,739.00) for the Runway Extension project at Valley International Airport.

City Manager's approval: 

☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

RESOLUTION NO. NO. _____

STATE OF TEXAS δ

COUNTY OF CAMERON δ

WHEREAS, the United States Department of Transportation, Federal Aviation Administration is expected to submit an anticipated grant offer; Grant No. 3-48-0101-074-2024; and

WHEREAS, the intended purpose of the anticipated Grant No. 3-48-0101-074-2024 is for the extension of Runway 35L project at Valley International Airport in the amount of Three Million, Eight Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Nine Dollars, and no 100s (\$3,828,739.00); and

WHEREAS, the anticipated Grant No. 3-48-0101-074-2024 for the Valley International Airport was approved by the Harlingen Airport Board during its regular meeting of January 16, 2024; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas deems it necessary and desirable to accept the execution of the anticipated FAA Grant No. 3-48-0101-074-2024 in the amount of Three Million, Eight Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Nine Dollars, and no 100s (\$3,828,739.00), if and when it is received; now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

The Mayor of the City of Harlingen, Norma Sepulveda, is hereby authorized to execute on behalf of the City of Harlingen the anticipated Grant Offer No. 3-48-0101-074-2024 for the Extension of Runway 35L project at Valley International Airport in the amount of Three Million, Eight Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Nine Dollars, and no 100s (\$3,828,739.00);

When so executed by the Mayor of the City of Harlingen, the City of Harlingen shall be bound to all of the conditions and requirements as stated in said anticipated grant offer, if and when it is received.

CONSIDERED AND ADOPTED this 6th day of February 2024, at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with Texas Government Code, Title 5, Subtitle A, Chapter 551.

CITY OF HARLINGEN

BY: _____
Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

10K)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

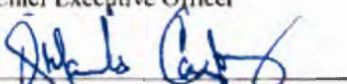
Agenda Item:

Consideration and possible action to approve the Equip Harlingen Matching Grant Program.
Attachment (**HEDC**)

Prepared By (Print Name): **Orlando Campos**

Title: **Chief Executive Officer**

Signature:



Brief Summary:

On January 23, 2023, the Harlingen Economic Development Corporation (HEDC) Board held a meeting and unanimously approved the Equip Harlingen matching grant program. Equip Harlingen is a small business matching grant program offered by the HEDC that provides up to Three Thousand Dollars (\$3,000.00) for new equipment purchases for businesses that are looking to expand their production capabilities. This grant encourages the retention and creation of jobs for business enterprises in the City of Harlingen to stimulate further economic activity. Applicants must have been in business at least one full year prior to the application date.

Funding (if applicable):

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

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

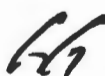
Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

HEDC CEO and Board Members recommend approval.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A



Equip Harlingen

Small Business

Matching Grant Program

January 23, 2024



Program Overview

- Grant pays for 50% of equipment cost or up to \$3,000.
- Equipment must help small local business expand production capabilities.
- Equipment must be new and under warranty.
- Grant encourages business expansion creation/retention of jobs.
- \$50,000 approved in FY 2024 budget.
- Funds available on a first come; first served basis until allocation is exhausted.
- Program has no targeted zones in city.



Eligible Business

- Locally owned for profit businesses within the City of Harlingen with less than two existing locations and less than 20 employees.
- National franchises will not be considered.
- Business must have occupied existing commercial space for the last 12 months and be current on lease obligations.
- Business must be in good standing with all taxing entities and must not have existing code enforcement violations.
- Only one business per person will be considered.



Eligible/Ineligible Equipment

Eligible equipment:

- New equipment that will allow businesses to increase production, expand its operations, or generate more sales taxes.
- Equipment must be under warranty when purchase.
- Equipment examples include: stoves, ovens, refrigerators, lathes, table saws, tooling machines, plastic injection molding machines, etc.

Ineligible equipment:

- Equipment purchased to replace existing equipment.
- Equipment not essential for increasing production such as furniture, computers, standard building equipment (toilets, grease traps, sinks, etc.).



Program Timeline

- If board approves, program will be taken to city commission for approval.
- Once approvals are granted, program will launch March 1, 2024.
- Companies must submit application for pre-approval.
- Companies will have until August 31, 2024 to submit receipts and make final reimbursement request.
- Staff will be permitted to inspect projects as part of due diligence to ensure conformance with application.
- Requests for payment will be brought to board for approval.
- Funding available on a first come; first served basis until current year allocation is exhausted.





Questions?



**AGENDA ITEM
EXECUTIVE SUMMARY
February 7, 2024**

Meeting Date:

Agenda Item:
Consideration and possible action to approve funding for TSTC Goal Line Assistance Program and TSTC CTE Signing Day Scholarship Program for \$100,000. Attachment (Beverly Loftus)

Prepared By (Print Name): Beverly Loftus Title: Chief Operating Officer Signature: <i>Beverly Loftus</i>
--

Brief Summary:
<p>The Harlingen EDC has set aside 100,000 in their current 23/24 fiscal budget to fund scholarship programs at TSTC. On January 23, 2024, the Harlingen EDC board unanimously approved funding \$50,000 for the TSTC Goal Line Assistance Program and \$50,000 for the TSTC CTE National Signing Day Scholarship Program.</p> <p>Since 2020 Harlingen EDC has provided scholarship funds to the TSTC Foundation for the Goal Line Assistance Program which assists Harlingen students financially in need, and who are in their final three semesters, reach their goal of completing their degree program or certificate.</p> <p>Over the past three years TSTC has hosted a CTE National Signing Day event that aligns with the NC3 National Signing Day occurring each year on April 20th which recognizes high school students pursuing a technical career and making a commitment to technical education. Past attendance at this event has drawn students from across the RGV. Last year TSTC awarded over \$170,000 in scholarships to 170 students who attended the event and enrolled in the fall to the TSTC Harlingen Campus. Harlingen EDC funding for this program will go towards \$1000 Scholarships to Harlingen residents who attend CTE Signing Day and enroll at TSTC in Harlingen.</p>

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No* for this purpose? *If no, specify source of funding and amount requested: Finance Director's approval: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Staff Recommendation:
HEDC CEO and Board Members recommend approval.

City Manager's approval:

CV

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

☐ Yes

☐ No

☐ N/A

TSTC Goal Line Assistance Program



TSTC Goal Line Assistance

Program criteria include:

- 1.Enrolled full-time (12 or more credit hours), or part-time (3-11 credit hours)
- 2.Enrolled in any TSTC program
- 3.Must have a minimum 2.0 GPA and be in good standing
- 4.Traditional and non-traditional students
- 5.Must be in their final three semesters of study
- 6.Resident of Harlingen

TSTC Enrollment Services will select students who are in need of assistance.

Once students are found eligible, they can use the award money towards tuition, materials, uniforms, tolls, testing fees, and TSTC campus housing.



TSTC Goal Line Assistance

Totals Since Start of Program in 2020

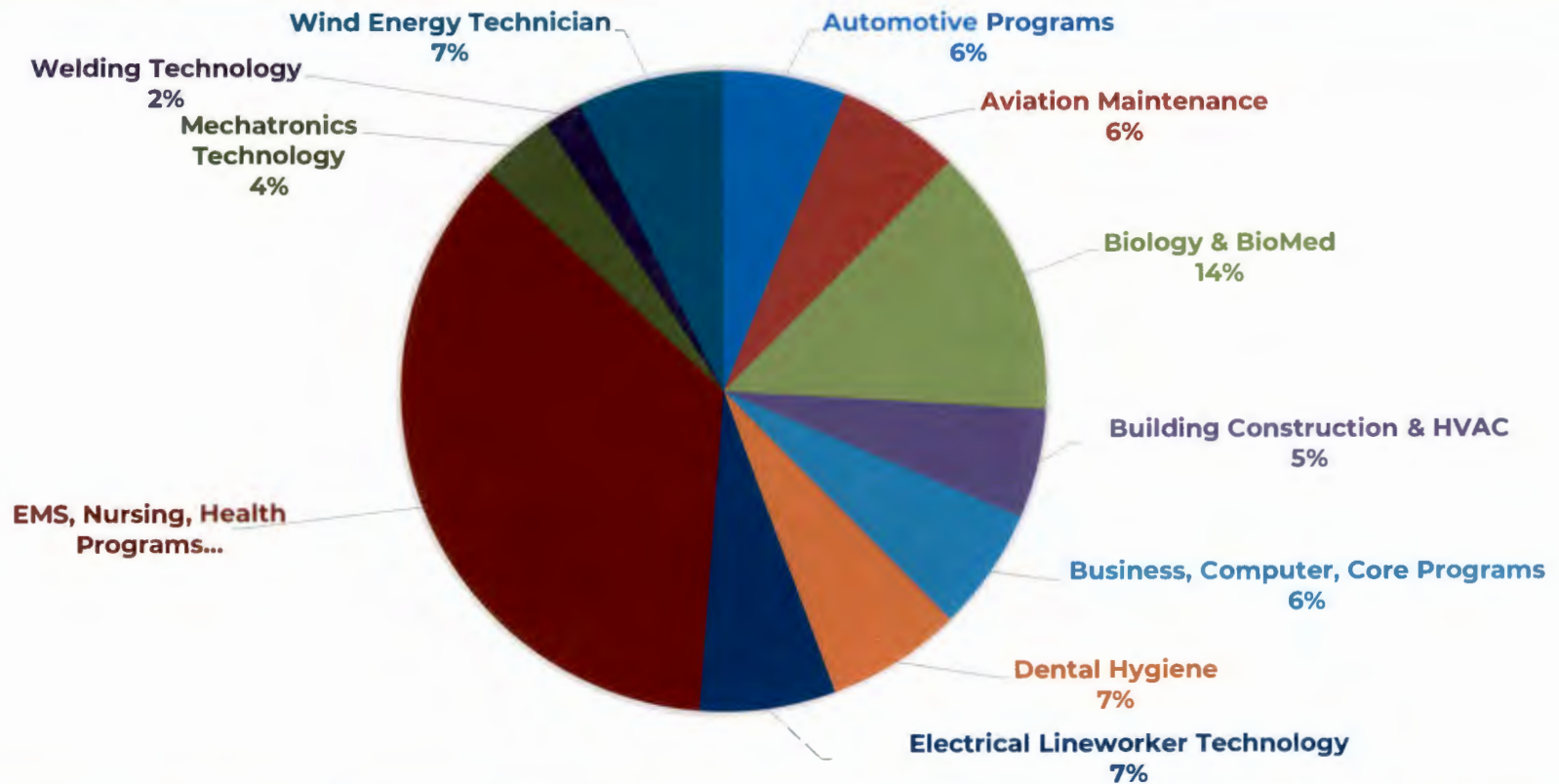
Funded	\$300,000
Awarded	\$275,805
Fund Balance	\$24,195
Students Awarded	250+
Graduates	163

Graduates & Program

1 Architectural Design & Engineering	3 Computer Science
15 Associate Degree Nursing	11 Dental Hygiene
3 Automotive Technology	11 Electrical Lineworker Technology
4 Auto Collision & Management	5 Emergency Medical Services
3 Automotive Technology	1 HVAC Technology
10 Aviation Maintenance	10 Surgical Technology
21 Biology	6 Mechatronics Technology
1 Biomedical Equipment Technology	28 Vocational Nursing
8 Building Construction Technology	3 Welding Technology
2 Business Management Technology	12 Wind Energy Technician
1 Computer Networking & Sys Adm	4 Core Curriculum



Graduate Programs



Request

- Requesting approval to fund \$50,000 to the TSTC Goal Line Assistance Program for the 23/24 fiscal year.
- Funds approved in 23/24 HEDC budget





TSTC CTE Signing Day Scholarship Program



CTE Signing Day

National recognition for high school students pursuing a technical career and making a commitment to technical education.

- CTE Signing Day is going on it's 3rd year at TSTC.
- Alignment with the NC3 National Signing day on April 20th.
- Over 300 students from across the Valley and their families attended last year.
- TSTC Foundation offered \$1000 scholarships to any student that attended the CTE signing day and enrolled in the fall.
- Over 170 students enrolled and awarded over \$170,000 in scholarships.

This is proving to be a great recruitment tool and along with programs like goal line assistant programs, we are aiming to retain and graduate & place more and more students each year.



Request

- Requesting approval to fund \$50,000 to the TSTC CTE Signing Day Scholarship Program for the 23/24 fiscal year.
- Funds approved in 23/24 HEDC budget
- Scholarships from funding will go toward Harlingen Residents who attend CTE Signing Day and enroll at TSTC in Harlingen.



10m)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve a Resolution designating Plains Capital Bank as depository of the City of Harlingen for safekeeping of securities and to designate authorized persons to deposit securities, to withdraw and otherwise deal with same, all pursuant to the provisions of the Safekeeping/Custody Services Agreement with Plains Capital Bank.

Prepared By (Print Name): **Robert Rodriguez**

Title: **Finance Director**

Signature:



Brief Summary:

The Safekeeping/Custody Services Agreement will be utilized to trade public funds through recommendations of Hilltop Securities Asset Management, the City's Financial Consultants, to take advantage of better investment options that are aligned with the City's investment policy. The City currently invests in Plains Capital deposit accounts, Texpool and Government Treasuries.

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

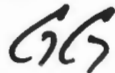
☐

N/A

Staff Recommendation:

No action is necessary for a public hearing.

City Manager's approval:

☒

Yes

☐

No

☐

N/A

Comments:

City Attorney's approval:

☐

Yes

☐

No

☐

N/A

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS DESIGNATING A DEPOSITORY OF THE CITY OF HARLINGEN FOR THE SAFEKEEPING OF SECURITIES AND TO DESIGNATE AUTHORIZED PERSONS TO DEPOSIT SECURITIES, TO WITHDRAW AND OTHERWISE DEAL WITH SAME, ALL PURSUANT TO THE PROVISIONS OF THE SAFEKEEPING/CUSTODY SERVICES AGREEMENT WITH PLAINS CAPITAL BANK.

WHEREAS, the Elective Commission of the City of Harlingen hereby designates Plains Capital Bank as depository of the City of Harlingen, Texas for the safekeeping of securities; and,

WHEREAS, the Elective Commission of the City of Harlingen authorizes Robert Rodriguez, Finance Director, Kareem Abdullah, Deputy Finance Director and Gabriel Gonzalez, City Manager to enter into a Safekeeping/Custody Agreement with Plains Capital Bank upon such terms and conditions as may be agreed upon, to deposit securities with Plains Capital Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement;

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

Plains Capital Bank be and is hereby designated a depository of the City of Harlingen, Texas for the safekeeping of securities.

RESOLVED, that Robert Rodriguez, Finance Director, Kareem Abdullah, Deputy Finance Director and Gabriel Gonzalez, City Manager are hereby authorized Persons.

FURTHER RESOLVED, that the listed individuals are hereby authorized in the name and on behalf of the City of Harlingen, Texas to enter into a Safekeeping/Custody Agreement with Plains Capital Bank upon such terms and conditions as may be agreed upon, to deposit securities with Plains Capital Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement.

DULY RESOLVED AND ADOPTED, this 7th day of February 2024, 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 Government Code Chapter 551, as amended, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with any existing contract or resolution.

PASSED AND ADOPTED, this _____ day of _____ 2024.

CITY OF HARLINGEN, TEXAS

Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

(CITY SEAL)

10n)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club, for the use of the Harlingen Soccer Complex and authorize City Manager to execute the agreement. Attachment (*Parks & Recreation*)

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature:

Summary:

Summary

All required documents from the Harlingen United Futbol Club, are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance. The League will be allowed to use fields 3, 4, 5, 6, 7, 8, 9 and 10 on a regular basis during their regular season and will be allowed to use 1 & 2 during the renovation of fields 3, 4, 5, & 6.

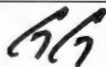
The Park and Recreation Advisory Board met on January 23, 2024, and voted unanimously to recommend this organization to use the fields at the Harlingen Soccer Complex. We did explain that contract terms may change depending on the outcome of the workshop with the City Commission which is tentatively scheduled in February. The board has recommended the following changes to the new contracts. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league shall mark the fields from that point forward.*

Staff is recommending approval of the agreement as is and to run through the end of September 2024.

Staff Recommendation:

Staff recommends approval of contract with Harlingen United Futbol Club as presented for 8 months and to expire on September 30, 2024 and authorize the City Manager to execute the agreement.

City Manager's approval:



☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

☐ Yes

☐ No

☐ N/A

STATE OF TEXAS

COUNTY OF CAMERON

**FACILITY USAGE AGREEMENT FOR
Harlingen United Futbol Club**

I. WITNESS this Facility Usage Agreement hereby entered into this 29th day of January 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as CITY, and Harlingen United Futbol Club., hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play on Soccer Fields 3, 4, 5, 7, 6, 8, 9, and 10 at the Harlingen Soccer Complex, all located at 4515 E. Harrison in Harlingen, Texas. In addition, the LEAGUE will have access to fields 1 and 2 for tournament play.

II. The term of the Agreement is as follows: **Start January 29, 2024, ending September 30, 2024.**

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.

- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
1. Alcoholic beverages in all Municipal Parks are prohibited.
 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and mark fields from that point forward. Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as

- deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 3. If applicable the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
 4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:
1. Participants in that day's league activities (players, cheerleaders, etc) shall be charged no fee;

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

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

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry a policy of Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00)

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

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

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

717 South E. Street, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen United Futbol Club

BY: _____

League Representative

EXECUTIVE SUMMARY

Meeting Date: February 7, 2024

Agenda Item:

Consideration and possible action to execute a renewal Service Agreement with the University of Texas Health Science Center at Houston to implement the "Tu Salud Si Cuenta" program, aimed to promote healthy lifestyles and health changing lifestyle courses for city residents and authorize the City Manager to sign the contract. Attachment (*Parks & Recreation*)

Prepared By : Javier Mendez

Title: Director of Parks and Recreation

Signature:

Brief Summary:

Summary

Since 2013, the City of Harlingen has had the opportunity to partner with the University of Texas Health Science Center at Houston to implement Tu Salud Si Cuenta program activities for our residents. The agreement with the university will require the city to hire a Community Health Worker (Promotora) through grant funds to assist with implementing a wellness program. The program consists of the promotion of SNAP – Ed (Supplemental Nutrition Education Program-Education), which includes exercise opportunities such as group exercise classes, walking groups, and activity breaks, nutrition education opportunities, media, health follow-ups, and social support.

The City is obligated to provide office space, including venues to host exercise classes, group Lifestyle Balance classes, and The Happy Kitchen/La Cocina Alegre™ classes.

The annual contract amount is \$60,000.00, funded through the U.T. Health Science Center at Houston.

Funding (if applicable):

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

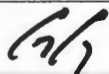
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

Staff recommend approving the Service Agreement renewal.

City Manager's approval:



Yes



No



N/A

Comments:

City Attorney's approval:



Yes



No



N/A

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into upon the last signature to date by and between The University of Texas Health Science Center at Houston on behalf of its Department of School of Public Health in Brownsville ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Harlingen ("Contractor").

RECITALS

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

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

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

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

Staff, Equipment, and Training

- Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their municipality, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW leaves this position, a new CHW must be hired within 60 days. The contractor will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW in order to protect the contractor and participant.
- Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, stadiometer, and access to phone for contacting participants. Specifications for these equipment items will be provided by University.
- Contractor will ensure that the CHW has a workspace, including venues to host exercise classes, DPP classes, and The Happy Kitchen/La Cocina Alegre™ classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants. Contractor is expected to comply with University policies and regulations for COVID-19 safety procedures.

Participation in Program Meetings

- Contractor municipal leadership representatives will participate in a minimum of 2 TSSC City/County Leader meetings or seminars organized by University between October 1, 2023 and September 30, 2024.

- Contractor will ensure CHW participates in monthly meetings and seminars organized by University. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW is unable to attend a monthly meeting, a representative is required to attend in place of the CHW.
- Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

Community Coalition

- Contractor will ensure participation in an established local community coalition; if one does not exist, the Contractor will create a local community coalition. The purpose of this coalition is to help give contractor insight into additional strategies for creating a healthy community by involving community members and organizations to provide feedback and concerns. Contractor and community actions or improvements related to items discussed during the meetings should be documented.
 - Contractor municipal leadership representative must attend or host a minimum of 2 coalition meetings by September 30, 2024. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
 - Contractor must submit agendas, sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after the coalition meeting was held.
 - Contractor will work with the following partners in an effort to avoid the duplication of efforts: UTHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. Contractor will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

Contractor will implement all TSSC components during the contract period, which are comprised of: mass media, social support, risk factor screening, education, and environmental infrastructure change and policies supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

- TSSC 2024 Education Modules
 - Contractor will ensure CHWs attend the TSSC module training and deliver the updated educational modules to all participants enrolled starting in January 2024.
- Risk Factor Screening and Follow-up
 - Contractor will ensure that at least 175 individuals with risk factors for chronic disease are **enrolled** in the TSSC program between October 1, 2023 and September 30, 2024. Contractor will offer all TSSC components with enrolled participants and document participant changes as prescribed by University.
 - 30% of 175 (53 participants) may be reactivated from previous year.
 - Criteria for reactivation:
 - Participant was enrolled in a previous fiscal year, but has not received four or more TSSC educational modules (i.e. has less than four visits with a CHW)

- The University set up a referral process to support individuals who are at risk of or living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.
- The contractor will refer 50 new (not reactivated) participants (of the 175) to the University for research studies investigating the effects of TSSC. These 50 newly enrolled participants will be consented and receive an incentive for their participation in the research studies.
- Contractor will ensure CHWs provide a minimum of 1 baseline plus 3 **follow-up visits** to at least 75 enrollees of the 175 enrollees in which approved educational modules from the TSSC curriculum are shared.
 - In order to accomplish this, all participants will need to be enrolled in the first two quarters of the contract year to allow adequate time for follow-up. The modules can be delivered in group or individual settings but must be documented by individual in order to receive credit for the delivery.
 - Participants in FFY 2024 must have a minimum of 3 follow-up visits, in addition to the enrollment visit (i.e. a minimum of four visits with a CHW), in which TSSC content modules are delivered. Participants “graduate” from CHW follow-up upon completion of all six TSSC modules administered through six different CHW visits.
- Contractor will work with University representatives to improve the percentage of participants who meet **physical activity recommendations** (per HHSC specifications) as part of the TSSC program. A minimum of 45% of TSSC participants who receive a follow-up must report increased physical activity. Follow-up must be conducted by September 30, 2024.
- Contractor will work with University representatives to improve the percentage of participants who meet **fruit and vegetable consumption recommendations** (per HHSC specifications) as part of the TSSC program. A minimum of 35% of TSSC participants who receive a follow-up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow-up must be conducted by September 30, 2024.
- Mass Media
 - Contractor will ensure CHW utilizes the monthly TSSC newsletter provided by University as part of enrollment and follow-up visit procedures. The newsletters should be provided to enrolled participants and relevant sections should be discussed with participants (e.g. role model, recipe, tips, upcoming events).
 - Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).
 - Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis (by the 15th day of the month preceding) to be posted on various University-run platforms.
- Social Support for Lifestyle Change
 - Contractor will secure a minimum of 3 venues for group exercise offerings starting October 1, 2023 and maintain group exercise offerings at 3 venues until September 30, 2024.

- Contractor will ensure that a minimum of 12 free exercise classes per week are implemented by October 1, 2023. Contractor will maintain the availability of 12 classes per week until September 30, 2024. The free exercise classes must be taught by or coordinated by the CHW.
 - All exercise classes should include nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding.
 - The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.
 - Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University. Notice of known cancellations must be sent to University with adequate time to alert the public. Additions to the schedule must be sent to University by the 15th of each month in anticipation of the coming month.
 - Contractor is expected to abide by University recommendations for adjusting method of class delivery in response to changing population health needs, such as COVID-19 rates in the region. This includes moving to virtual platforms or returning to in-person indoor or outdoor venues.
- Contractor will actively promote and participate in The Challenge-RGV 2024 activities including the initial weigh-in events (January), midpoint weigh-in events (March), and weigh-out events (April). Participation includes ensuring that the CHW hosts a weigh-in within their community; attends at least one event hosted by the University during kick-off, mid-point, and finale; recruits wellness partners within their communities; and provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge 2024 is moved to a virtual event only, participation will be expected virtually.
 - Challenge-RGV participants registered at municipalities and eligible for CHW follow-up will be enrolled in the TSSC program and count towards the 175 participant recruitment goal.
- Education
 - Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.
 - Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum or Prevent T2.
 - Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
 - Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2024.
 - Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, or contractor does not assist with class indicated by DPP team, the total value of the contract will be less the specified amount of DPP classes.

- The certified DPP coach is required to shadow at least 3 DPP class sessions prior to launching their own or assisting with a DPP program.
- Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
- Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
- The contractor must agree to and the CHW must participate in observations of the delivery of course content for monitoring purposes.
- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Environmental Infrastructure Change & Policy
 - Contractor will work with University and other community organizations to consider environmental infrastructure changes (such as Caracara Trails, sidewalk, on-road bike designations, community gardens, etc.) and policies to promote health (such as tobacco free ordinances, increased fruit and vegetable intake in schools, etc.) to promote health to the residents of their community.

Tracking Participant Data and Program Information

- Contractor will work with University to ensure the CHW is trained to use the My Own Med (also known as RespondHealth) database system.
- Contractor will ensure that the CHW enters all required data into the My Own Med data system on a weekly basis, including:
 - Information about participants enrolled in the TSSC program.
 - Information about participant's insurance status and financial income.
 - Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).
- Contractor will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 175 enrolled participants.
 - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.
 - Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.
- Contractor will ensure CHW submits all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.
- Contractor will ensure CHW submits any and all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.

- Contractor will submit the Project Status Form to University on a monthly basis to document progress towards metrics.
- Contractor will participate in UHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: module delivery by individual, implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow-up visit outcomes.
- Contractor will submit documentation of all other TSSC-related items including, but not limited to, partnerships with local businesses and organizations, newspaper articles, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

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

2. Duration of Agreement: This Agreement shall be effective upon the last signature to date and shall terminate on September 30, 2024.
3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger. All invoices are paid 'Net 30 Days' from receipt of invoice.

Contractor shall be compensated at the rate of \$135.00 for the initial hour and \$90.00 an hour thereafter.

Reimbursement will occur based on the following tiered structures. 50% of the total payment is based on participants recruited, and 50% of the total payment is based on exercise classes delivered.

NEW/REACTIVATED PARTICIPANTS

Note: Goal is to recruit 175 participants within FFY 24 and to deliver educational modules (1 baseline visit plus 3 follow-up visits) to 75 people.

Tiers	Goal Achievement Range	Enrollees receiving educational modules	Reimbursement
100%	100% +	75	\$30,000.00
75%	75 - 99%	60	\$22,500.00
50%	50 – 74%	45	\$15,000.00
25%	25- 49%	30	\$7,500.00
0%	0-24%	0	\$0.00

EXERCISE CLASSES

Note: Goal is to maintain a minimum of 12 weekly exercise classes in 3 venues within FFY 24.

Tiers	Goal Achievement	Classes (avg/month)	Reimbursement
100%	83.3-100% +	10-12	\$30,000.00
75%	75%	9	\$22,500.00
50%	50%	6	\$15,000.00
25%	25%	3	\$7,500.00
0%	0%	0	\$0.00

Contractor must demonstrate fulfillment of these services to receive payment. If contractor does not invoice for a minimum of \$30,000 by April 15, 2024, University may choose to terminate this Agreement.

The total value of this Agreement shall not exceed \$60,000.00.

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.
5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.
6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.
7. Ownership and Use of Work Material.
 - 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by

University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
 - 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
 - 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
 - 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.
9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:

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

To Contractor:

Harlingen Parks and Recreation
502 E. Tyler Ave
Harlingen, Texas 78550

10. Indemnification: Contractor shall indemnify and hold harmless University, The University of Texas System, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that they may suffer as a result of the performance of this Agreement.
11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

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

12. Compliance: Contractor certifies:

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

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

13. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.
14. Dispute Resolution: To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - (A) Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.
 - (B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.
 - (C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.
 - (1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

- (2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.
15. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
16. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
17. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
18. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract

services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

19. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
20. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
21. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
22. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
23. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
24. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25. Access by Individuals with Disabilities. Contractor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
26. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, “Work Laws”). Contractor certifies that Contractor and Contractor’s employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.
27. Export Controls: Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”). For purposes of this Agreement, “controlled technology or data” means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:
- (A) Contractor shall promptly notify University in the event that Contractor or any of Contractor’s employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.
 - (B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor’s access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

- (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
 - (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
 - (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 26, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.
28. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
29. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

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

CONTRACTOR:

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: _____
Signature

Christina Mendiola

Typed Name

Title

Date

By: _____
Signature (Authorized Purchasing
Agent)

Typed Name

Title

Date

PO Number

109)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Consideration and possible action to authorize the City Manager to negotiate a Consulting Agreement with the highest ranked consulting firm.

Prepared By (Print Name): Gabriel Gonzalez

Title: City Manager

Signature:

Gabriel Gonzalez

Brief Summary:

As you know, the City did not renew the Consulting Agreement with Terral Smith and William Yarnell for lobbying services, so the City issued a Request for Qualifications (RFQ) for these services. As part of this process, the RFQ was posted on our website and I also went through the state's list of lobbyists and sent out 6 e-mails to lobbyists registered with the state and included the RFQ. One factor considered in sending out the e-mails was then no city in the Rio Grande Valley was represented by any of the lobbyists. A total of 5 respondents were received. Staff will be evaluating the proposals and will provide a recommendation to the Commission at the City Commission meeting. A copy of the RFQ and respondent's packet have been included.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

City Manager's approval:

G/G

☒ Yes ☐ No ☐ N/A

Comments:

ranking results will be provided before the meeting.

City Attorney's approval:

☐ Yes ☐ No ☐ N/A

RFQ# **2024-05**

Lobbying Services for the City of Harlingen, Texas

Statement of Qualifications

Must be received before:

Date: January 26, 2024

2:00 p.m. central time

City of Harlingen

ATTN: City Secretary

118 E. Tyler

Harlingen, Texas

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GENERAL

The City seeks to enter into an agreement with a qualified individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide lobbying services for the City, including the 2025 Session of the Texas Legislature.

DEFINITIONS

The Following definitions shall be used to identify terms throughout this Request for Qualifications

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the professional services specified within this solicitation and obligating the City to pay for the professional services provided.

B. PROPOSAL/RESPONSE/OFFER

A complete, properly signed response to this solicitation that, if accepted, would allow the Respondent to negotiate a contract with the city.

C. PROPOSER/RESPONDENT/OFFERER

The Individual, Firm or Corporation (Proposer) that considers themselves qualified to provide the services specified herein and interested in making an offer to provide the services to the City.

D. CITY

The City of Harlingen located in Cameron County, Texas

E. CITY COMMISSION

The elected officials of the City of Harlingen, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. FIRM

The successful Proposer of the request for qualifications.

G. REQUESTED FOR QUALIFICATIONS (RFQ)

This Solicitation document issued by the City contains terms, conditions and request for qualifications for the services to be procured.

H. STATEMENT OF QUALIFICATIONS (SOQ)

A Firm's response to this solicitation

I. **VENDOR/CONTRACTOR**

Person or business enterprise providing professional services to the City as Fulfillment of obligations arising from an agreement pursuant to this request for qualifications.

NOTICE TO PROPOSERS

A. **NOTICE**

Statement of Qualifications are due at 2:00 p.m. on January 26th, 2024, after which time all qualified responses will be opened and acknowledged at 118 E. Tyler, Harlingen, Texas 78550.

Sealed SOQs shall be clearly marked with the RFQ number and title and addresses to the City of Harlingen- City Secretary. Proposals shall be delivered using one of the following:

Hand-deliver to:
118 E. Tyler
Harlingen, Texas 78550

Mail to:
P.O. Box 2207
Harlingen, Texas 78550

Ship to (FedEx, UPS, DHL):
118 E. Tyler
Harlingen, Texas 78550

B. **QUESTIONS and INQUIRIES**

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Gabriel Gonzalez, City Manager
ggonzalez@harlingentx.gov

The city intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the SOQ response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. **SCHEDULE OF IMPORTANT DATES**

The City will generally comply with the following schedule for the selections process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFQ	December 18 th , 2023
Proposals Closing Date and Time	January 26 th , 2024, at 2:00 PM CST

D. **FINALIST INTERVIEWS and/or PRESENTATIONS**

Proposers reasonably subject to being selected based on the criteria set forth in the RFQ may be given an opportunity to make a presentation and/or interviews with the Selection Committee. **Finalists selected for interviews and/or presentations must be available on February 7th, 2024.** Following any presentation and/or interviews, SOQs will be ranked in order of negotiations with highest ranked Firm, if the City and Firm fail to negotiate a contract, or if the Firm is unable to execute the City's contract, negotiations will be formally ended and then commence with the second highest ranked Firm, etc. However, the City, may, in its sole discretion, negotiate

and award a contract without presentations or interviews, based solely on information supplied in the Statement of Qualifications submitted.

E. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual document on behalf of the Respondent.
2. Furnish the name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise qualified business entity not in receivership or contemplating same and has not filed bankruptcy.

F. EXCEPTIONS

Any deviations from terms, conditions or request for qualifications contained herein must be clearly indicated in the Response to the Solicitation in writing at or before the due date and time. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

G. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Commission; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ('TEC') is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for the form from the TEC, and printing a copy of it to submit to the City.
2. The Copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government code, 'at the time the business entity submits the signed contract' to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC no later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

H. COST OF PREPARING A PROPOSAL

City Not Responsible for Preparation Costs: The cost for developing and delivering responses to this RFQ and any subsequent presentation for the proposal as requested by the City are entirely the responsibility of the Proposer. The City is not liable for any expense incurred by the Proposer in the preparation and presentation of its proposal.

CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this Solicitation, prior to the due date and time, a written addendum will provide clarification to all know interested Respondents. The City is not bound by any oral representations, clarifications, or changes made in the Request for Qualifications by the City's employees, unless such of change is provided to Respondents in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the Request for Qualification. However, it shall be the sole responsibility of the Respondent to verify issuance of the addenda and to check all avenues of documents availability prior to the opening date and time. Respondent shall provide written acknowledgment of all addenda.

B. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

C. INDEPENDENT CONTRACTOR

Nothing in the Request for Qualifications is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of the rights or privileges established for employees of the City. Firm shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have force.

D. INDEMNITY

FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTACTOR UNDER ANY AGREEMENT EXECUTED.

E. INSURANCE REQUIREMENTS

Firm shall provide a copy of its insurance policies to the City.

F. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to this Request for Qualification become the sole property of the City.

G. FIRM'S OBLIGATION

Firm shall fully and timely provide all deliverables described in the Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the RFQ and all applicable federal, state and local laws, rules and regulations.

H. WITHDRAWAL

Respondents may request withdrawal of a sealed Statement of Qualifications prior to the scheduled opening time, provided to request for withdrawal is submitted to the City in writing.

BACKGROUND and Current Circumstances

A. City of Harlingen Current Circumstances

The City is a home rule municipality under a City Manager form of government. The population is approximately 71,829 residents. Preservation of local control as traditionally exercised by home rule municipalities is a principle concern of the City. Also closely follows legislation in the following areas of critical concern to the community. The City has an international airport (Valley International Airport) access to a seawater port (Port of Harlingen) access to an international bridge (Los Indios Free Trade Bridge). The City also has a 4A and 4B economic development corporation. Building Permits this past fiscal year were at an all time high of \$176 million.

- Funding for roads, police, fire, and equipment for those sectors
- Artificial Drainage systems and Funding
- Regulation of hotel motel tax expenditures
- Land use and development regulation
- Economic Development regulation and funding
- Venue Tax Legislation
- Legislation and funding to grow our international industry
- Short Term Rental regulation

The City is a member of the Texas Municipal League and generally supports the legislative priorities of the TML.

SCOPE OF WORK

The City seeks an individual(s) or firm to perform lobbying services for the 2025 session of the Texas Legislature. The initial contract period will be from February 2024 to September 30th, 2025. Thereafter, The City reserves the option to extend the period of the underlying contract to include the interim and subsequent legislative sessions.

In Addition to Contract lobbyist, the Mayor, Council Members, City Manager and other staff may act on behalf of the City to participate in specific legislative efforts and provide testimony as appropriate.

The City's Legislative Committee will adopt legislative priorities for the 2025 Legislative session and the selected lobbyist will be responsible for representing the City on these priorities and other legislative matters, which arise during the session. The City Manager will serve as the main point of contact for the lobbyist.

Services to be provided include but are not limited to the following:

- Assisting the Mayor and City Council in the development and implementation of it's of the City's Legislative agenda and priorities.
- Arrange meetings with key legislators and state leadership offices.
- Attend and participate interim hearings and meetings regarding issues important to the City.
- Assist in the development of relationships with key Legislators, regulatory agencies, state agencies, local governments and community/membership organizations to support mutual goals as defined.

- Review legislative bills, including bill drafts and bill draft requests, to determine bills of interest to the City. Provide analysis of how proposed legislation affects the City or seek guidance on impact.
- Monitor specific bills potentially affecting the City. Provide reports on the status of the legislation, making recommendations on any needed action or seeking guidance on the City position.
- Serve as lead liaison on assigned bills, either brought by the City or potentially affecting the City or its component units:
- Develop and recommend legislative strategies.
- Other services as requested.
 - Draft and provide written information for any communications to members or legislators.
 - Meet with legislators to provide information and City's position statement, if any and advocate for the City's positions
 - Provide update to the City Council and City Manager.

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Prosper's ability to meet all requirements and specifications of this RFQ. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements of this RFQ.

The RFQ must be submitted in hard copy. Proposer shall submit 1 original and 7 copies of the entire proposal, plus 1 digital copy (on thumb drive).

The City of Harlingen requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review.

Any RFQ that does not meet all of the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements include:

1. RFQ must be received by the due date and time.
2. Covered letter: Shall be addressed to Gabriel Gonzalez, City Manager and must at a minimum, contain the following information:
 - A) Brief summary of Consultant's profile, qualifications and capabilities which specifically addresses the organization's knowledge and experience under this RFQ.
 - B) Proposed subconsultants (if applicable).
 - C) Proposed Consultant's phone number and email address.
 - D) Acknowledgement of receipt of all addenda (if applicable).
 - E) A statement attesting that all information submitted with SOQ is true and correct.

- F) Signature of the official authorized to negotiate and contractually bind the firm with city should an award of contract occur.
 - G) Any other city, business, entity or individual the firms represents in the Rio Grande Valley.
3. If the Firm has an area of expertise, highlight accomplishments for previous clients. If there is no area of expertise, highlight the Firms biggest accomplishments for previous clients.
 4. Certification must be signed and returned with RFQ; including acknowledgement of any Addenda issued.
 5. The proposal format shall clearly respond to the criteria as outlined in "A" through "H" of each the listed below.
 - A. Description of respondent's experience in providing lobbying services to cities related to the Texas Legislature.
 - B. Description of respondent experience in working with municipal law issues and other relevant legislation under consideration.
 - C. Provide a sampling of written testimony and/or legislative report.
 - D. Provide the resumes and qualifications of the lobbyist(s) that would be working on behalf of the City of Harlingen
 - E. List of current and recent clients for whom lobbying services have been provided to include successful lobbying efforts with each as applicable.
 - F. Certify that respondent is currently registered as a lobbyist under Texas Law and Texas Ethical regulations or are legally not required to register under Texas law and Texas Ethical regulations.
 - G. Certify that respondents is not currently, or in the past, been subject to an ethical, civil or criminal investigation or complaint for violating Texas law and Texas Ethical regulations regarding lobbying activities. If so, please explain and describe the final outcome of any such investigation or complaint.
 - H. Provide the amount of Funding leveraged for previous clients and a statement the firm can comply with the "Scope of Work" outlined in the RFQ.

RFQ's that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. The City may request additional information, site visits, interviews or presentations from the Firm as part of evaluation process.

EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive Request for Qualifications through this solicitation. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be thorough and detailed as possible so that the city may properly evaluate capabilities to provide the requested services.

The City will first select the most highly qualified provider for the services on the basis of demonstrated competence and qualification; and then attempt to negotiate with that provider for a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiate with the most qualified provider for the services, the City will formally end negotiations with

that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. The City will continue the process to select and negotiate with providers until a contract is entered into.

The City has established specific, weighted criteria for selection of a provider. This section presents the evaluation criteria, description, and relative weighted criteria assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFQ.

Clarity and Quality of Proposal

Firms must provide comprehensive responses to every section within the RFQ in the described format. It is not the intent of the city to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in Proposal being disqualified from further review and consideration.

A. (30 points)	Demonstrated competence and qualification of the individual/firm who will be directly responsible for providing lobbying services to the City of Harlingen.
B. (20 points)	Demonstrated ability to deliver services as stated in the RFQ and capacity of effectively representing the City.
C. (30 points)	Demonstrated experience of the Firm or individual and record of past performance in effectively lobbying the Texas Legislature.
D. (20 points)	Demonstrated experience in representing organization similar to the City of Harlingen
100 POINTS	TOTAL POINTS AVAILABLE

By submission of a proposal, the individual or firm acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ and acknowledges that subjective judgements may be made by the City during this process.

The City makes no guarantee or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all RFQs received as a result of this solicitation.
- Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City.
- Terminate the RFQ process.

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street

City

State

Zip

Order Address: _____

P.O. Box or Street

City

State

Zip

Remit Address: _____

P.O. Box or Street

City

State

Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____



Purchasing Department
404 S. 54th St.
Harlingen, TX 78550
(956) 216-5316, Fax (956) 427-8711

Vendor Application Form

All vendor files are entered by the Purchasing Office. Please send a copy of the completed application and signed forms to the Purchasing Office for processing.

Date: _____ Federal I.D. or SSN #: _____

☐ **NEW Vendor File**

☐ **Update Existing Vendor File, Vendor #:** _____

1. Name and physical address of new vendor for bid or quote solicitation opportunities.

Company Name: _____

Contact Name: _____

Physical Address: _____

City, State, Zip Code: _____

Phone Number: () _____ Fax#: () _____

Email Address: _____

Website Address: _____

2. Remittance address of vendor, if different from above. Please note: For payment processing purposes, company name and invoice name must match.

Company Name: _____

Mailing Address: _____

City, State, Zip Code: _____

3. Type of Organization (check one):

_____ Individually Owned _____ Partnership _____ Non-Profit Organization

_____ Corporation, Incorporated under the Laws of the State of _____

4. How long in present business: _____ Years _____ Months

5. Name and Title of Person(s) authorized to sign bids, offers, and contracts.

Name	Title	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Name and Title of Person(s) authorized to provide quotes, proposals, and pricing information.

Name	Title	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Type of business/company:

_____ Manufacturer _____ Factory Representative _____ Dealer

_____ Construction _____ Limited Contractor _____ Unlimited Contractor

_____ Service Provider – Define Establishment type: _____

_____ Other – Define: _____

8. Complete the attached commodity list for the type of goods or services provided.

9. This application must be accompanied by a W-9 Form and CIQ Form in order to be set up as a vendor for the City of Harlingen.

I hereby certify that the information supplied herein is true and correct.

_____	_____
Print Name and Title	Signature

Purchasing Department Only		
Date Received: _____	_____ W-9 Form on File	_____ CIQ Form on File
Entry Date: _____	Vendor No. Issued: _____	
Entered By: _____		

Commodity List

Please select all the types of good or services that you can provide.

- | | |
|--|---|
| <input type="checkbox"/> Auto – parts, equipment, & supplies
<input type="checkbox"/> Auto – services & maintenance
<input type="checkbox"/> Badges & other ID supplies
<input type="checkbox"/> Builder's supplies
<input type="checkbox"/> Building – maintenance & repair services
<input type="checkbox"/> Chemicals – acids, minerals
<input type="checkbox"/> Chemical – janitorial & cleaning products
<input type="checkbox"/> Construction services
<input type="checkbox"/> Computer – hardware, accessories, supplies
<input type="checkbox"/> Computer – software
<input type="checkbox"/> Communication – cell phone, radio equip.
<input type="checkbox"/> Data processing
<input type="checkbox"/> Doors, frames & related hardware
<input type="checkbox"/> Drapes, curtains, upholstery
<input type="checkbox"/> Electrical cables & wires
<input type="checkbox"/> Electrical equipment & supplies
<input type="checkbox"/> Electrical bulbs & lighting
<input type="checkbox"/> Electrical components, parts & accessories
<input type="checkbox"/> Electronics
<input type="checkbox"/> Embossing & Engraving
<input type="checkbox"/> Energy management systems & components
<input type="checkbox"/> Engineering, professional services
<input type="checkbox"/> Envelopes – plain, printed, mailing
<input type="checkbox"/> Equipment maintenance & repair - copiers
<input type="checkbox"/> Equipment maintenance & repair - machinery
<input type="checkbox"/> Equipment maintenance & repair - radio/tv
<input type="checkbox"/> Equipment maintenance & repair - misc.
<input type="checkbox"/> Exercise equipment
<input type="checkbox"/> Exterminating services – insects, rodents
<input type="checkbox"/> Fencing supplies & equipment
<input type="checkbox"/> Fertilizers & soil conditioners
<input type="checkbox"/> Financial services
<input type="checkbox"/> Fire protection equipment & supplies
<input type="checkbox"/> First aid & safety equipment
<input type="checkbox"/> Flags, flag poles, banners & accessories
<input type="checkbox"/> Floor covering & installation, carpets, tile
<input type="checkbox"/> Foods
<input type="checkbox"/> Forms - printed, computer, labels
<input type="checkbox"/> Fuel, oil, grease & lubricants
<input type="checkbox"/> Furniture - office
<input type="checkbox"/> Furniture – non-office
<input type="checkbox"/> Gases - welding, acetylene & oxygen
<input type="checkbox"/> Glass products – bullet proof, mirror, plexi-glass
<input type="checkbox"/> Golf course equipment
<input type="checkbox"/> Hand tools – power & non-power
<input type="checkbox"/> Hardware equipment – keys, flashlights, ladders, locks, bolts & screws, nails, etc.
<input type="checkbox"/> Health related services & supplies
<input type="checkbox"/> Hoses – acid, air, garden, suction
<input type="checkbox"/> Insurance services | <input type="checkbox"/> Janitorial equipment – vacuums, carpet cleaners, buffers, scrubbers, etc.
<input type="checkbox"/> Janitorial supplies
<input type="checkbox"/> Laboratory equipment & supplies
<input type="checkbox"/> Laundry & dry cleaning services - uniforms
<input type="checkbox"/> Law enforcement equipment & supplies
<input type="checkbox"/> Lawn maintenance – equipment & accessories
<input type="checkbox"/> Library – archival equipment & supplies
<input type="checkbox"/> Library books
<input type="checkbox"/> Lumber & related products
<input type="checkbox"/> Machinery & heavy hardware
<input type="checkbox"/> Markers, plaques, signs
<input type="checkbox"/> Medical supplies
<input type="checkbox"/> Metals: bars, plates, rods, sheets, strips, tubing
<input type="checkbox"/> Miscellaneous – accessories & supplies
<input type="checkbox"/> Miscellaneous products
<input type="checkbox"/> Miscellaneous services
<input type="checkbox"/> Office machines & accessories
<input type="checkbox"/> Office supplies
<input type="checkbox"/> Painting equipment & accessories
<input type="checkbox"/> Paper products – envelopes, copier paper, etc.
<input type="checkbox"/> Park, playground, recreation equipment
<input type="checkbox"/> Photographic equipment/copy machines
<input type="checkbox"/> Pipe and tubing materials
<input type="checkbox"/> Plumbing equipment & supplies
<input type="checkbox"/> Printing equipment & supplies
<input type="checkbox"/> Professional services – architect, engineering
<input type="checkbox"/> Pumps & accessories
<input type="checkbox"/> Rental/Lease equipment
<input type="checkbox"/> Road/Highway materials – asphalt, caliche, etc
<input type="checkbox"/> Roofing materials
<input type="checkbox"/> Roofing services
<input type="checkbox"/> Sporting & athletic equipment
<input type="checkbox"/> Sprinkler system equipment
<input type="checkbox"/> Temporary employment services
<input type="checkbox"/> Welding equipment & supplies
<input type="checkbox"/> Welding services

<input type="checkbox"/> Other: _____

<input type="checkbox"/> Other: _____

<input type="checkbox"/> Other: _____ |
|--|---|

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>Applies to accounts maintained outside the U.S.</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed._____
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7_____
Signature of vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



1212 Guadalupe, Suite G-1

Austin, Texas 78701

(512) 225-1001 office

(956) 495-3004 mobile

Eddie@gsladvocacy.com



1212 Guadalupe Street, Suite G-1
Austin, Texas 78701

Gabriel Gonzalez
City Manager
City of Harlingen, Texas
118 E Tyler
Harlingen, Texas 78550

RE: City of Harlingen RFQ #2024-05

Dear Mr. Gonzalez,

The Graydon Strama Lucio Group is excited at the prospect of representing the City of Harlingen before our state's Texas Legislature and executive branch agencies. Our firm will be dedicated to supporting Harlingen in its continued efforts to steer the prosperity of the City and nurture the growth of the local economy. In the review of the RFQ, we identified several of your legislative priorities as they pertain to economic development, use of tax incentive dollars, drainage infrastructure and funding, regulation of land use, industrial and commercial development, and short-term rental regulation. The collective experience of the principals at our firm demonstrates a robust history of working on these and similar issues and various other legislative matters that are important to the work of municipalities in Texas. We have been blessed with many opportunities to work on both the public and private advocacy side of the legislative process. Our firm would be honored to put our expertise and experiences to work for Harlingen.

Eddie Lucio, III joined Graydon Strama Lucio as a partner in January of 2023. Chairman Lucio started his legislative career in 2007 when he was elected as Texas House Representative for District 38. In the eight terms that Representative Lucio served as a member for District 38 he served in various leadership roles and was a member of several substantive committees. Chairman Lucio chaired the House Insurance Committee and the Rules and Resolutions Committee; was Vice Chairman of the Calendars Committee, Environmental Regulations Committee, and House Natural Resource Committee; and served as a member of various other committees including, but not limited to, the powerful State Affairs Committee, House Appropriations Committee, Public Health Committee, Local and Consent Calendar Committee, and various others. Over the course of his legislative career, Chairman Lucio authored and worked on various legislation that profoundly impacted water, lawsuit reform, insurance, healthcare, appropriations, energy, transportation, and municipal government rights. In regards to municipal issues, Representative Lucio's years of service on the House State Affairs committee

provided him a direct role in working on many key pieces of legislation that impact city government. Chairman Lucio was intimately involved and helped craft the legislation that created the University of Texas Rio Grande Valley. He was one of the top negotiators for the creation of the UTRGV Medical School and secured 3rd and 4th year medical education and clinical rotation in Harlingen and Cameron County. In addition, Representative Lucio secured several million dollars in funding for law enforcement facilities in South Texas and helped foster a collaboration between DPS and local law enforcement that resulted in the establishment of one of the state's top training facilities. Mr. Lucio worked on numerous other bills that impacted local government including, but not limited to, overweight corridors, hotel occupancy tax, and water infrastructure. Eddie has been practicing law since 2005 and, in his legal capacity, represented a variety of clients in the private and public sector, including Aqua Water Supply, City Attorney for the City of Rio Hondo, general counsel Laguna Madre Water District, Harlingen Public Utility, North Alamo Water Supply Corporation, Rio Grande Regional Water Authority, McAllen Public Utility Board, City of Pharr and various others. Upon retiring from the Texas Legislature and in his first session as a legislative consultant, Chairman Lucio and his firm, represented a variety of clients in multiple sections including, but not limited to, McAllen Economic Development Corporation, Southwest Airlines, Texas Association of Realtors, Killam Development, Spectrum Communication, Texas Association of Health Plans, Texans for Lawsuit Reform, Circuit of the Americas, VISA, Brownsville GMS, Trusted Driver, Molina Healthcare and the Capital Group. One of the highlights of this past legislative session was the firm's work and leadership on the passage of HB 5, which reestablished a Texas Economic Incentive Program to attract the best advanced manufacturers and other businesses to Texas. eddie@gladvocacy.com (956) 495-3004

Keith Strama started his legislative career working inside the Capitol for former Speaker Pro Tempore Craig Eiland while attending the University of Texas Law School. Shortly thereafter Keith joined the law firm of McGinnis Lochridge as part of their government relations group. After several years at the firm, Keith parted ways with McGinnis and established his very own governmental affairs group and developed a robust practice representing some of the most prominent public and private sector clients in the state. In partnership with Chairman Lucio, Keith founded Graydon Strama Lucio in January of 2023, ushering in a new era in his legislative advocacy career. Over the course of the last 20-plus years, Keith has worked on some of the most important pieces of legislation before the legislature, including bills pertaining to tax incentives, water funding, and planning, flood management, lawsuit reform, gaming, licensing of regulation of beer and alcohol, transportation, financial and banking regulation, and various others. Some clients of note include Sabine-Naches Navigation District, VISA, Wholesale Beer Distributors, Texas Surplus Lines Association, Texas Oil and Gas Association, Exxon Mobile, Las Vegas Sands, and many others. keith@gladvocacy.com (512) 633-3867

Galt Graydon began his legislative career as a legislative assistant for State Senator Ralph Hall. After leaving the state Capitol he became the Assistant City Attorney for the City of Dallas for Legislative Affairs and Administration. During his seven-years representing the City of Dallas in Austin Mr. Graydon worked on numerous legislative issues including: Creating the framework for regional mass transportation in Dallas, Tarrant, and the surrounding counties, and that resulted in the establishment of Dallas Area Rapid Transit (DART). Enactment of legislation that increased from 3% to 4% the amount of hotel occupancy tax a municipality

could levy, with a stipulation that if the levy exceeded 3%, at least 1% of the tax would be dedicated to promotion convention and tourism. This bill provided the financing mechanism for the "new" Convention center. Enactment of legislation and the required Constitutional Amendment authorizing Tax Increment Financing in Texas, working with the late Dick Brown of the Texas Municipal League. Galt Graydon's distinguished public-affairs career spans more than five decades in Texas. Graydon has spent this time representing corporations, trade associations, governmental entities, and individuals before all branches of state government. He led the Governmental Affairs Practice Group for two major Dallas law firms before founding the Graydon Group LLC, and the law firm of Graydon, Gibson & Brown, LLP in 2002. Graydon is a board member of the Texas Taxpayers and Research Association, an Executive Committee Member of the Professional Advocacy Association of Texas, Inc., an alumnus of the University of Texas at Austin and the UT Austin School of Law, and a Life Fellow of the Texas Bar Foundation. galt@gsladvocacy.com (512) 225-1001

Shannon Swan has been a well-respected Texas lobbyist for 30 years. She started her career working ten years at the Capitol, first as a legislative assistant to the Chair of the House Calendars Committee and then as Chief of Staff for a veteran state representative who was a committee chair and chair of the Sunset Advisory Commission. Prior to the merger and establishment of the Graydon Strama Lucio Group in 2023, Ms. Swan spent 29 years working for the Graydon Group. She has represented and worked on all legislation affecting Dallas Area Rapid Transit (DART) since 1993. Additionally, a few long-term client issues she's advocated on behalf of include working on Major Event Trust Fund legislation for Circuit of the America's F1 Race, transportation issues for Southwest Airlines, bringing Destination Resorts to Texas for Las Vegas Sands, and transportation and travel issues AVIS/Budget Group. shannon@gsladvocacy.com (512) 750-4303

There are no proposed subconsultants at this time. We acknowledge that we are in receipt of the RFQ and all addenda. We attest that all information submitted with this SOQ is true and correct.

Graydon Strama Lucio Group currently represents the following businesses and individuals in the Rio Grande Valley: GMS Brownsville, Hino Gas, Killam Development, and McAllen EDC.

Thank you again for the opportunity to be considered. Please do not hesitate to contact us if you have any questions.

Sincerely,



Eddie Lucio, III

Partner

Graydon Strama Lucio



Purchasing Department
404 S. 54th St.
Harlingen, TX 78550
(956) 216-5316, Fax (956) 427-8711

Vendor Application Form

All vendor files are entered by the Purchasing Office. Please send a copy of the completed application and signed forms to the Purchasing Office for processing.

Date: 1/24/24

Federal I.D. or SSN #: 27-0011845

☒ **NEW Vendor File**

☐ **Update Existing Vendor File, Vendor #:** _____

1. Name and physical address of new vendor for bid or quote solicitation opportunities.

Company Name: Graydon Strama Lucio Group
Contact Name: Eddie Lucio, III
Physical Address: 1212 Guadalupe Street, Suite G-1
City, State, Zip Code: Austin, Texas 78701
Phone Number: (512) 225-1001 Fax#: (N/A)
Email Address: eddie@gsladvocacy.com
Website Address: under construction

2. Remittance address of vendor, if different from above. Please note: For payment processing purposes, company name and invoice name must match.

Company Name: Graydon Strama Lucio Group
Mailing Address: 1212 Guadalupe Street, Suite G-1
City, State, Zip Code: Austin, Texas 78701

3. Type of Organization (check one):

☐ Individually Owned ☒ Partnership ☐ Non-Profit Organization
☐ Corporation, Incorporated under the Laws of the State of _____

4. How long in present business: 20 Years 6 Months

5. Name and Title of Person(s) authorized to sign bids, offers, and contracts.

Name	Title	Contact Number
<u>Eddie Lucio, III</u>	<u>Managing Partner</u>	<u>(956) 495-3004</u>
<u>Keith Strama</u>	<u>Managing Partner</u>	<u>(512) 633-3867</u>
_____	_____	_____

6. Name and Title of Person(s) authorized to provide quotes, proposals, and pricing information.

Name	Title	Contact Number
<u>Eddie Lucio, III</u>	<u>Managing Partner</u>	<u>(956) 495-3004</u>
<u>Keith Strama</u>	<u>Managing Partner</u>	<u>(512) 633-6867</u>
_____	_____	_____

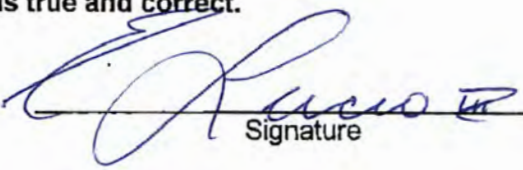
7. Type of business/company:

☐ Manufacturer ☐ Factory Representative ☐ Dealer
☐ Construction ☐ Limited Contractor ☐ Unlimited Contractor
☒ Service Provider – Define Establishment type: LLC - Public Affairs
☐ Other – Define: _____

8. Complete the attached commodity list for the type of goods or services provided.

9. This application must be accompanied by a W-9 Form and CIQ Form in order to be set up as a vendor for the City of Harlingen.

I hereby certify that the information supplied herein is true and correct.

<u>Eddie Lucio, III</u>	
Print Name and Title	Signature

Purchasing Department Only		
Date Received: _____	W-9 Form on File _____	CIQ Form on File _____
Entry Date: _____	Vendor No. Issued: _____	
Entered By: _____		

Commodity List

Please select all the types of good or services that you can provide.

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Auto – parts, equipment, & supplies <input type="checkbox"/> Auto – services & maintenance <input type="checkbox"/> Badges & other ID supplies <input type="checkbox"/> Builder's supplies <input type="checkbox"/> Building – maintenance & repair services <input type="checkbox"/> Chemicals – acids, minerals <input type="checkbox"/> Chemical – janitorial & cleaning products <input type="checkbox"/> Construction services <input type="checkbox"/> Computer – hardware, accessories, supplies <input type="checkbox"/> Computer – software <input type="checkbox"/> Communication – cell phone, radio equip. <input type="checkbox"/> Data processing <input type="checkbox"/> Doors, frames & related hardware <input type="checkbox"/> Drapes, curtains, upholstery <input type="checkbox"/> Electrical cables & wires <input type="checkbox"/> Electrical equipment & supplies <input type="checkbox"/> Electrical bulbs & lighting <input type="checkbox"/> Electrical components, parts & accessories <input type="checkbox"/> Electronics <input type="checkbox"/> Embossing & Engraving <input type="checkbox"/> Energy management systems & components <input type="checkbox"/> Engineering, professional services <input type="checkbox"/> Envelopes – plain, printed, mailing <input type="checkbox"/> Equipment maintenance & repair - copiers <input type="checkbox"/> Equipment maintenance & repair - machinery <input type="checkbox"/> Equipment maintenance & repair - radio/tv <input type="checkbox"/> Equipment maintenance & repair - misc. <input type="checkbox"/> Exercise equipment <input type="checkbox"/> Exterminating services – insects, rodents <input type="checkbox"/> Fencing supplies & equipment <input type="checkbox"/> Fertilizers & soil conditioners <input type="checkbox"/> Financial services <input type="checkbox"/> Fire protection equipment & supplies <input type="checkbox"/> First aid & safety equipment <input type="checkbox"/> Flags, flag poles, banners & accessories <input type="checkbox"/> Floor covering & installation, carpets, tile <input type="checkbox"/> Foods <input type="checkbox"/> Forms – printed, computer, labels <input type="checkbox"/> Fuel, oil, grease & lubricants <input type="checkbox"/> Furniture - office <input type="checkbox"/> Furniture – non-office <input type="checkbox"/> Gases - welding, acetylene & oxygen <input type="checkbox"/> Glass products – bullet proof, mirror, plexi-glass <input type="checkbox"/> Golf course equipment <input type="checkbox"/> Hand tools – power & non-power <input type="checkbox"/> Hardware equipment – keys, flashlights, ladders, locks, bolts & screws, nails, etc. <input type="checkbox"/> Health related services & supplies <input type="checkbox"/> Hoses – acid, air, garden, suction <input type="checkbox"/> Insurance services | <ul style="list-style-type: none"> <input type="checkbox"/> Janitorial equipment – vacuums, carpet cleaners, buffers, scrubbers, etc. <input type="checkbox"/> Janitorial supplies <input type="checkbox"/> Laboratory equipment & supplies <input type="checkbox"/> Laundry & dry cleaning services - uniforms <input type="checkbox"/> Law enforcement equipment & supplies <input type="checkbox"/> Lawn maintenance – equipment & accessories <input type="checkbox"/> Library – archival equipment & supplies <input type="checkbox"/> Library books <input type="checkbox"/> Lumber & related products <input type="checkbox"/> Machinery & heavy hardware <input type="checkbox"/> Markers, plaques, signs <input type="checkbox"/> Medical supplies <input type="checkbox"/> Metals: bars, plates, rods, sheets, strips, tubing <input type="checkbox"/> Miscellaneous – accessories & supplies <input type="checkbox"/> Miscellaneous products <input type="checkbox"/> Miscellaneous services <input type="checkbox"/> Office machines & accessories <input type="checkbox"/> Office supplies <input type="checkbox"/> Painting equipment & accessories <input type="checkbox"/> Paper products – envelopes, copier paper, etc. <input type="checkbox"/> Park, playground, recreation equipment <input type="checkbox"/> Photographic equipment/copy machines <input type="checkbox"/> Pipe and tubing materials <input type="checkbox"/> Plumbing equipment & supplies <input type="checkbox"/> Printing equipment & supplies <input checked="" type="checkbox"/> Professional services – architect, engineering <input type="checkbox"/> Pumps & accessories <input type="checkbox"/> Rental/Lease equipment <input type="checkbox"/> Road/Highway materials – asphalt, caliche, etc <input type="checkbox"/> Roofing materials <input type="checkbox"/> Roofing services <input type="checkbox"/> Sporting & athletic equipment <input type="checkbox"/> Sprinkler system equipment <input type="checkbox"/> Temporary employment services <input type="checkbox"/> Welding equipment & supplies <input type="checkbox"/> Welding services <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Other: _____</p> |
|--|--|

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Graydon Strama Lucio Group, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1212 Gaudalupe Street, Suite G-1

Requester's name and address (optional)

6 City, state, and ZIP code

Austin, Texas 78701

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

2 7 - 0 0 1 1 8 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/10/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
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- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Eddie Lucio, III

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of Harlingen

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

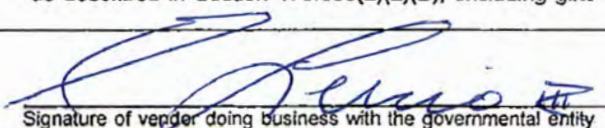
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/23/24
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Keith Strama

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of Harlingen

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

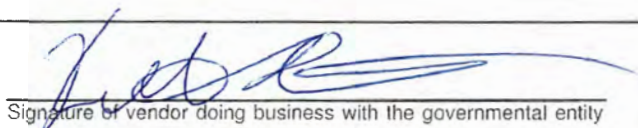
☐ Yes

☒ No

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7 
Signature of vendor doing business with the governmental entity

1/19/24
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Shannon Swan

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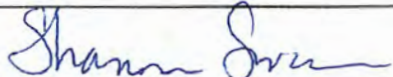
☐ Yes

☒ No

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N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/19/24
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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1 Name of vendor who has a business relationship with local governmental entity.

Galt Graydon

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☐ Yes

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☐ Yes

☒ No

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n/a

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7 Galt Graydon
Signature of vendor doing business with the governmental entity

1/17/24
Date

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By:  Title: Managing Partner

Typed Name: Eddie Lucio, III Company Name: Graydon Strama Lucio Group, LLC

Phone No.: (956) 495-3004 Fax No.: _____

Email: Eddie@gsladvocacy.com

Bid Address: 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701
P.O. Box or Street City State Zip

Federal Tax ID No.: 27-0011845

DUNS No.: _____

Date: 1/20/24

Notice to Proposers

E. Certification

1. Authorized Personnel for contractual documents

Eddie Lucio is the duly authorized to execute contractual documents. Eddie Lucio, III, 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701 (956) 495-3004 mobile, Eddie@gsadvocacy.com

2. Authorized Personnel to answer all questions

Eddie Lucio is the duly authorized to execute contractual documents. Eddie Lucio, III, 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701 (956) 495-3004 mobile, Eddie@gsadvocacy.com

3. Control Competitive Pricing

We certify that we have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.

4. Duly Qualified

We certify we are duly qualified, capable, and otherwise qualified business entity not in receivership or contemplating same and has not filed bankruptcy.

F. Exceptions

There are no exceptions.

G. Disclosure of Interested Parties

Form 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Graydon Strama Lucio Group, LLC
Austin, TX United States

Certificate Number:
2024-1114957

Date Filed:
01/23/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Harlingen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ# 2024-05
Government relations services fro the City of Harlingen, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lucio, III, Eddie	Austin, TX United States	X	
	Strama, Keith	Austin, TX United States	X	
	Graydon, Galt	Austin, TX United States	X	
	Swan, Shannon	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Conditions

B. Disclosure of Pending Litigation

There are no pending or current material civil, criminal litigation or pending investigations against our Firm, owners or employees or have been judge guilty.

E. Insurance Requirement

The Graydon Strama Lucio Group will maintain its commercial liability and worker's compensation insurance throughout its representation of the City of Harlingen.

The Graydon Strama Lucio Group maintains commercial liability insurance with a \$1,000,000 policy limit issued through January 29, 2024.

The Graydon Strama Lucio maintains Workers Compensation Insurance through January 29, 2024.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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

PRODUCER J.E. MURFEE & SON INSURANCE 1310 Texas Ave Lubbock TX, 79401	CONTACT NAME: Sam Gonzales PHONE (A/C No. Ext): (806) 763-5311 E-MAIL ADDRESS: sam.gonzales@navsav.com FAX (A/C No.):														
INSURED The Graydon Group, LLC & Graydon, Gibson & Brown LLP 1212 Guadalupe St., Ste. G1 Austin, TX 78701	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Travelers Indemnity Co. of Connecticut</td><td>41262</td></tr><tr><td>INSURER B: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C: Travelers Casualty & Surety Company</td><td>31194</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Connecticut	41262	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: Travelers Casualty & Surety Company	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6804614A6112342	1/29/2023	1/29/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	\$																										
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6804614A6112342	1/29/2023	1/29/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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BODILY INJURY (Per accident)	\$																										
PROPERTY DAMAGE (Per accident)	\$																										
	\$																										
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP5890W7412342	1/29/2023	1/29/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>1,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	AGGREGATE	\$	1,000,000		\$													
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AGGREGATE	\$	1,000,000																									
	\$																										
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		UB0K4565772342G	1/29/2023	1/29/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																											
E.L. EACH ACCIDENT	\$	100,000																									
E.L. DISEASE - EA EMPLOYEE	\$	100,000																									
E.L. DISEASE - POLICY LIMIT	\$	500,000																									

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

CERTIFICATE HOLDER**CANCELLATION**

City of Harlingen 118 E. Tyler Harlingen, Texas 78550	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 <i>Karina Z Cantu</i>
--	--

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Submission Requirements

3. Firms Biggest accomplishments

Circuit of the Americas (COTA)

COTA is the premier destination in Austin, Texas, for world-class motorsports and entertainment in the United States. The purpose-built track has been the site of Formula 1 races for over ten years and now hosts NASCAR and MotoGP races and brings thousands to concerts at their amphitheater. The track started construction in 2010 with the intention of hosting Formula 1 races. Key to that endeavor was Formula 1 being included in the Major Events Reimbursement Program (MERP). The Graydon Group began their representation of COTA when they were hired during a special session when a floor amendment was filed that would have struck the Formula One Auto race from the list of eligible events of the MERP statute. Working with only one day's notice, the firm secured enough votes to defeat the amendment, and ultimately, the author withdrew the amendment. Since that first special session representing COTA, our team has led multiple legislative changes, such as adding MOTO GP and the X Games to the MERP and working with the Comptroller and Governor's office and other stakeholders to make necessary changes to the events statute.

Dallas Area Rapid Transit (DART)

Data Privacy- In 2015, our lobbyists passed legislation on DART's behalf that amended their statute to allow the agency to exempt from disclosing a customer's personally identifying information collected by the authority, including names, addresses, email addresses, phone numbers, passwords, and financial information. In 2021 the legislation was passed to update DART's statute to protect the electronic trip data of DART's GoPass or DART.org clients from public release via the Open Records Act.

Sabine Neches Navigation District

Lead in drafting and advocacy efforts to create the Ship Channel Improvement Revolving Fund which received \$400m in funding in 2023. Also, lead successful advocacy effort to pass legislation authorizing the Sabine Neches Navigation District to sponsor multi-billion-dollar infrastructure project and utilize taxes for financing.

McAllen Economic Development

The McAllen Economic Development Corporation engaged Graydon Strama Lucio to assist in the reestablishment of Texas Economic Development Act. The Texas Economic Development Act expired at the end of 2022. This program was one of the most important factors that contributed to the economic success that Texas had experienced in the last few decades. It authorized tax deferments that made Texas competitive with other states as a destination for top foreign companies to establish operations in our state. Some key legislative leaders were hesitant to continue these programs putting the future of these much-needed tools at jeopardy. McAllen and several other cities were working on attracting top tier companies to their area but needed a state economic incentive program to be reestablished. Without the creation of a new program they

would have no chance of securing these projects for their region. House Bill 5 was filed in the 88th legislative session that would create the Jobs, Energy, Technology and Innovation Act (JETI), the successor to the Texas Economic Development Act. There were numerous challenges to the passage of HB 5 and the language and substance of the bill was extremely dense but need to be carefully crafted to accommodate the diverse needs of the state. Our firm worked directly with law makers, state agencies, the governor's office and various private stakeholders to shepherd the bill through the process. We scheduled meetings for our client with the speaker, governor, and lieutenant governor to promote the importance of the bill and share how it would impact South Texas. The bill was ultimately passed during the regular legislative session. However, our work was not over. Our firm worked directly with the comptroller's office to provide comments during the rule making process for the JETI Act. Our comments were well taken and adjustments were made to the final published rule that were needed to meet the financials requirements for the project in McAllen.

4. Certification and acknowledgement of Addenda

We acknowledge that we are in receipt all addenda,

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Eddie Lucio III Title: Managing Partner
Typed Name: Eddie Lucio, III Company Name: Graydon Strama Lucio Group, LLC
Phone No.: (956) 495-304 Fax No.: N/A
Email: Eddie@gslladvocacy.com
Bid Address: 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701
P.O. Box or Street City State Zip
Order Address: 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701
P.O. Box or Street City State Zip
Remit Address: 1212 Guadalupe Street, Suite G-1, Austin, Texas 78701
P.O. Box or Street City State Zip
Federal Tax ID No.: 27-0011845
DUNS No.: _____
Date: 1/20/2024

5. A. Description of respondent's experience in providing lobbying services to cities related to the Texas Legislature.

As a senior member of the Dallas City Attorney's office, Galt Graydon began his lobbying career representing the City of Dallas in Austin during a seven-year period that included three Regular Sessions and the Constitutional Convention. In that time he was the lead advocate on significant legislation, including:

- Enactment of legislation creating the framework for regional mass transportation in Dallas, Tarrant, and the surrounding counties, and that resulted in the establishment of Dallas Area Rapid Transit (DART), which he has represented at the Capitol for almost forty years.
- Enactment of legislation that increased from 3% to 4% the amount of hotel occupancy tax a municipality could levy, with a stipulation that if the levy exceeded 3%, at least 1% of the tax would be dedicated to promotion convention and tourism. This bill provided the financing mechanism for the "new" Convention Center.
- Enactment of legislation and the required Constitutional Amendment authorizing Tax Increment Financing in Texas, working with the late Dick Brown of the Texas Municipal League.

The Graydon Strama Lucio Group has more than thirty years of experience working directly with members of Texas Legislature. We regularly work with the governor, Lt. Governor, speaker, and statewide officials on issues of concern to our clients. Our deeply cultivated relationships allow us to have conversations and share valuable feedback with those decision makers. Additionally, we have built a strong layer of trust with staff at the Capitol and have the ability to pick up the phone, schedule a meeting or connect with the right contact to make sure our clients needs are met.

During the interim, we connect with legislators and staffers through lunches, dinners, and a robust bipartisan political contribution program. When the legislature is session, we spend every day and most evenings in the Capitol building connections that will give our clients access when the need arises.

5. B. Description of respondent experience in working with municipal law issues and other relevant legislation under consideration

McAllen Economic Development

The McAllen Economic Development Corporation engaged Graydon Strama Lucio to assist in the reestablishment of Texas Economic Development Act. The Texas Economic Development Act expired at the end of 2022. This program was one of the most important factors that contributed to the economic success that Texas had experienced in the last few decades. It authorized tax deferments that made Texas competitive with other states as a destination for top foreign companies to establish operations in our state. Some key legislative leaders were hesitant to continue these programs putting the future of these much-needed tools at jeopardy. McAllen and several other cities were working on attracting top tier companies to their area but needed a state economic incentive program to be reestablished. Without the creation of a new program they would have no chance of securing these projects for their region. House Bill 5 was filed in the 88th legislative session that would create the Jobs, Energy, Technology and Innovation Act (JETI), the successor to the Texas Economic Development Act. There were numerous challenges to the passage of HB 5 and the language and substance of the bill was extremely dense but need to be carefully crafted to accommodate the diverse needs of the state. Our firm worked directly with law makers, state agencies, the governor's office and various private stakeholders to shepherd the bill through the process. We scheduled meetings for our client with the speaker, governor, and lieutenant governor to promote the importance of the bill and share how it would impact South Texas. The bill was ultimately passed during the regular legislative session. However, our work was not over. Our firm worked directly with the comptroller's office to provide comments during the rule making process for the JETI Act. Our comments were well taken and adjustments were made to the final published rule that were needed to meet the financials requirements for the project in McAllen.

5. C. Sample of written testimony and legislative report

Testimony for HB5

Mr. Chairman and members of the committee thank you so much for your service to our great state and for your time today to discuss this very important issue. My name is Javier Villalobos, I am the proud Mayor of McAllen, Texas and I am here testifying in support of HB 5.

McAllen and the Rio Grande Valley have experienced drastic changes over the course of the last few decades. Investments in infrastructure and higher education have had a profound impact on our community. We now have resources that make us an attractive option for 21st economic investments including our proximity to the international border and seaports. Our local higher educational institutions like South Texas College, Texas State Technical College and University of Texas Rio Grande Valley have made huge leaps in work force training providing prospective companies with a highly skilled labor market.

We spent many years preparing to be the home for advanced manufacturing projects that will finally allow our best and brightest to find work in the communities where they grew up. All stars have aligned and lead us to this very critical point in our history. We are on the doorstep of dramatic economic prosperity, but we need your help.

HB 5 will reestablish an economic incentive tool for Texas and local communities to utilize, to help attract key projects to Texas. These incentives help bridge the gap and make affordable very capital-intensive ramp up costs, especially for advanced manufacturing projects. McAllen currently has a project under consideration that will create 1,700 jobs, with a starting salary of \$52,000 and an economic impact of \$1.8 billion to the area. This does not account for all the suppliers and vendors that will support this project, which could balloon that number by 5 times that amount.

Unfortunately, this opportunity came when Texas' primary economic incentive program ended in 2022. It has been near impossible to keep this company interested in Texas. Our ability to bring this project to McAllen hangs by a thread as we wait the outcome of this legislation. Decades of hard intentional work have led us to this point but without a tool like the one HB 5 will establish, it will be impossible for us to compete with the likes of New York, Tennessee, Oklahoma, and other states who are aggressively courting this company.

Other states are telling prospective companies that Texas is closed for business and their economic incentive programs are dead. I know that is not the case and I am here to work with this committee to reinstate a program that has made Texas a top 10 leading economy in the world. This is just our story, there are many like it across the state of Texas. We implore you to pass this vital piece of legislation and allow Texas to continue its path as one of the most attractive places in the world to do business. Thank you and I am happy to answer any questions.

Testimony

Chairman Nichols and committee members. My name is Keith Strama and I appreciate the opportunity to testify on behalf of the Sabine Neches Navigation District regarding the infrastructure needs for the ports on the Sabine Neches Waterway and the throughout the State of Texas.

The US Congress has identified the Sabine Neches Waterway as a priority for infrastructure investment and authorized a \$1.2 billion dollar widening and deepening project in the 2014 Water Resources and Development Act or WRDA.

The project is vital to the existing and planned manufacturing facilities, refineries and LNG facilities located on our waterway. A detailed economic study found that the project will generate 177,000 additional permanent jobs, \$186 billion in new business activity, and multi-billions of dollars of new state and local tax revenue.

Under the WRDA, the Federal Government must pay roughly 70% of the project cost. As the Sponsor, my organization must pay the additional 30% as the project sponsor. We have had numerous conversations with the State and TXDOT regarding the local match.

We worked with the Legislature and with TxDOT to in the 2013 session to ensure the Texas Mobility Fund had the ability to help us access the Federal funds by providing a revolving line of credit to help us met out obligations. Since statutory authorization for the mobility fund to participate in Port infrastructure was passed in 2013, questions have been raised about whether the mobility fund needs a further constitutional authority for port infrastructure.

Given the Constitutional questions, we support the creation of a separate Port Fund within TxDOT to ensure Texas ports are able to access Federal matching dollars. Texas Ports are responsible for over 30% of the State's GDP and such a fund will ensure that the Texas manufacturing miracle that has sustained our economy will continue to grow and thrive. We believe that this is a session to create the parameters of the Fund which will provide loans similar to the Mobility fund for Port infrastructure. Given that the major infrastructure plans for Texas ports will likely not commence before 2019, we recommend setting up the structure of the fund in 2017 and determining actual funding in a future legislative session.

Thank you for your time. I am happy to answer any questions.

Graydon Strama Lucio Group Activities

- [REDACTED], [REDACTED], [REDACTED], Galt Graydon, Shannon Swan, and Keith Strama discussed legislative strategy on the weekly Teams Video call.
- Shannon Swan, Galt Graydon, Keith Strama, [REDACTED] and [REDACTED] communicated via texts, emails and phone calls regarding DART legislative interest.
- Shannon Swan emailed weekly tracking report to DART Government and Community Relations.

Senate Floor Action Of Interest This Week

- **SB 3** by Paul Bettencourt (R-Houston) would increase the homestead exemption on school property taxes from \$40,000 to \$70,000. The committee substitute was adopted and it passed by a vote of 31 to 0.
- **SB 4** by Paul Bettencourt (R-Houston) would increase the allowable spread of school districts' maximum compressed rates (MCR) from within 90 percent of the highest district's MCR to within 80 percent, and stipulate no district have an MCR less than 80 percent of any other district; and would reduce the MCR for all school districts by a uniform amount. One floor amendment was adopted and it passed by a vote of 31 to 0.
- **SB 5** by Tan Parker (R-Flower Mound) would increase the business personal property exemption from \$2,500 to \$25,000; and would give a franchise tax credit of 20 percent of ad valorem taxes paid on business inventory, up to 20 percent of total franchise tax liability. The committee substitute and one floor amendment were adopted and it passed by a vote of 31 to 0.
- **SB 222** by Robert Nichols (R-Jacksonville) would establish a paid parental leave benefit for state employees following the birth or adoption of a child. The committee substitute was adopted and it passed by a vote of 31 to 0.

Senate Transportation Committee – On Wednesday, the Senate Transportation Committee took up:

- **SB 505** by Robert Nichols (R-Jacksonville) would require an additional registration or renewal fee for electric vehicles of \$400 for the registration of a new electric vehicle; or \$200 for the registration or renewal of an annual inspection. It was reported favorably and recommended for the Local & Uncontested Calendar.
- **SB 684** by Bob Hall (R-Edgewood) would provide for a five-year (instead of a two-year) initial vehicle inspection period. It was left pending.

House Transportation Committee – On Wednesday, the House Transportation Committee took up:

- **HB 1277** by Briscoe Cain (R-Deer Park) would repeal Section 552.006(b) of the Transportation Code which provides that if a sidewalk is not provided, a pedestrian walking on a highway shall, if possible,

walk on the left side of the roadway or the shoulder of the highway facing oncoming traffic. It was left pending.

- **HB 1379** by Lina Ortega (D-El Paso) would expand the definition of transportation project to include an urban green space or aesthetic enhancement located above, adjacent to, or connected to an interstate highway. It was left pending.
- **HB 1846** by Trent Ashby (R-Lufkin) would require the skills test results administered to a person who holds a commercial learner's permit issued by another state to be sent to the state or jurisdiction that issued the person's commercial learner's permit. It was left pending.
- **HB 1885** by Terry Canales (D-Edinburg) would authorize Texas Transportation Commission to establish a variable speed limit program to allow the temporary lowering of a prima facie speed limit to address inclement weather, congestion road construction, or any other condition that affects the safe and orderly movement of traffic. It was left pending.
- **HB 2190** by Terry Canales (D-Edinburg) would change statutory references to transportation-related accidents as "crashes." It was left pending.

House Ways & Means Committee – On Monday, the House Ways and Means Committee took up:

HB 2763 by Ryan Guillen (R-Rio Grande City) would create motor fuels tax refund eligibility for rural transit districts. It was left pending.

NOTE - The House's first Daily House Calendar has been set for Tuesday, March 28, 2023. Tuesday's calendar has four bills. Wednesday's calendar has four bills.

Senate Stats:

Total number of bills reported out of Senate Committees this week: 57

Total number of bills passed by the Senate this week: 28

Total number of bills passed by the Senate this session: 44

Next Week: **The Senate adjourned until 2:00 p.m. on Monday, March 27, 2023.**

House Stats:

The House was in session Monday through Thursday this week conducting routine business.

Total number of bills reported out of House Committees this week: 50

Total number of bills passed by the House this week: 0

Total number of bills passed by the House this session: 0

Next Week: **The House adjourned until 2:00 p.m. on Monday, March 27, 2023.**

Texas Transportation Commission Appointments

– On March 21st, Governor Greg Abbott appointed Alejandro "Alex" G. Meade, III and Steven D. Alvis to the Texas Transportation Commission for terms set to expire on February 1, 2025 and February 1, 2029, respectively.

Alejandro "Alex" G. Meade, III of Mission is executive vice president of Texas Regional Bank. Previously, he served as the city manager for the City of Pharr and prior to that he served as the chief executive officer of the Mission Economic Development Corporation.

Steven D. Alvis of Houston is the co-founder and managing partner of NewQuest Properties. He is chairman of the Texas Facilities Commission and a member of the Young President's Organization (YPO).

Senate Transportation Posting for Next Week

Wednesday, March 29, 2023 – Senate Transportation Committee will meet at 8:00 a.m. in E1.016:

SB 280 by Judith Zaffirini (D-Laredo) would authorize specialty license plates for members of the military who served in Operation Freedom's Sentinel.

SB 446 by Jose Menendez (D-San Antonio) would provide that contracts related to the use of photographic traffic signal enforcement systems are void.

SB 702 by Charles Perry (R-Lubbock) would require a contract entered into by the Texas Department of Transportation to allow for the establishment of a range of premium embossed specialty license plates to be sources, marketed, and sold by the vendor.

SB 1182 by Sarah Eckhardt (D-Austin) would require temporary vehicle registration permits to be carried in the vehicle and be attached to the vehicle in the license plate display area located at the rear of the vehicle.

SB 1364 by Carol Alvarado (D-Houston) would provide that a vehicle that is powered by an engine fueled primarily by natural gas or powered primarily by electric battery power may exceed the gross weight limitation by up to 2,000 pounds.

SB 1413 by Nathan Johnson (D-Dallas) would allow a fire department to remove personal property from a roadway or right-of-way if the fire department determines that the property blocks the roadway or endangers public safety; and would authorize them to be reimbursed by the owner of the personal property that is removed for any reasonable cost of removal.

SB 1663 by Carol Alvarado (D-Houston) would allow a municipality to alter speed limits without performing an engineering or traffic investigation if the street is located in a residential area.

SB 1869 by Charles Perry (R-Lubbock) would allow the Texas Department of Transportation to convey surplus real property no longer needed for state highway purposes to another entity without a recommendation by the governor if the property is valued less than \$100,000 (instead of \$10,000).

SCR 2 by Robert Nichols (R-Nacogdoches) would extend the duty of the comptroller to deposit tax revenue to the state highway fund to August 31, 2042.

House Transportation Posting for Next Week

House Transportation will meet in a public hearing at 10:30 am or adjournment in Room E2.36.

HB 101 Ortega (D-El Paso) | et al.

Relating to the membership of the Texas Transportation Commission.

HB 677 Jetton (R-Richmond)

Relating to a highway toll exemption for public school buses.

HB 718 Goldman (R-Fort Worth) | et al. Relating to the issuance of temporary tags and license plates by a motor vehicle dealer.

HB 1511 Perez (D-Houston)
Relating to the disposition of real property interests by navigation districts and port authorities.

HB 1855 Goodwin (D-Austin) et al.
Relating to the designation of highway safety corridors; increasing a fine.

HB 2224 Hernandez (D-Houston)
Relating to the authority of a municipality to alter speed limits.

HB 2341 Guillen (R-Rio Grande City)
Relating to procedures governing a regional mobility authority in relation to certain federal public transportation funding.

HB 2795 Canales (D-Edinburg)
Relating to the amendment of an existing comprehensive development agreement for a portion of State Highway 130.

HB 2806 Canales (D-Edinburg)
Relating to the relocation, adjustment, and ownership of commercial and outdoor signs.

HB 2901 Harris, Cody (R-Palestine)
Relating to the enforcement of commercial motor vehicle safety standards in certain municipalities.

HB 3418 Canales (D-Edinburg)
Relating to the implementation by the Texas Department of Transportation of a vehicle mileage user fee pilot program and a task force to assist in developing and evaluating the program.

HB 3805 Canales (D-Edinburg)
Relating to the program categories in the unified transportation program.

HB 3989 Raney (R-Bryan)
Relating to the adoption of a policy on the preclusion of private design professionals from contracting with the Texas Department of Transportation.

HB 4015 Thompson, Ed (R-Pearland)
Relating to the disposition of certain fees collected for the rail safety program.

HB 4422 Canales (D-Edinburg)
Relating to a study on enhancing border security outcomes through public safety, technological, and transportation infrastructure improvements near Texas-Mexico border crossings.

HJR 144 Canales (D-Edinburg)
Proposing a constitutional amendment authorizing the use of money in the state highway fund for roadways for seaports, airports, spaceports, land ports of entry, and international bridges.

5. D. Resumes

EDDIE LUCIO III

102 Orchard Rd, Olmito, TX, 78575
|| (956) 495-3004 || eddie@gsladvocacy.com

PROFESSIONAL EXPERIENCE

GRAYDON STRAMA LUCIO

Jan 2023 – Present

Partner

- Assist clients with issues before the state legislature
- Promote the passage and non-passage of legislation in accordance with client's needs
- Manage the engagement and secure meetings for clients with state elected leaders
- Represent clients on various matters before a variety of state agencies
- Provide business to business consulting services to various private industry clients
- Aid out of state clients with entry into the Texas market
- Manage government clients legislative priorities and funding requests
- Draft and aid clients with comments during the statutory rule making process
- Monitor campaigns during the election season and inform and educate clients on the legislative landscape
- Develop campaign engagement strategies for clients to aid in the reelection of members of the legislature

BEATTY, BANGLE, STRAMA, P.C.

March 2014 – Present

Of Counsel – Rio Grande Valley

- Manages the firm's Rio Grande Valley offices
- Represents various public entities such as counties, municipal utility districts, irrigation districts, water supply corporations, special utility districts, navigation districts, water authorities and drainage districts
- Negotiate and draft interlocal agreements between governmental entities
- Assist with application and financing of government projects
- Draft various types of easement documents
- Negotiate water and land use contracts for individuals, local government entities, and private businesses
- Guide clients through state and federal regulatory processes
- Provide clients with various general litigation representation
- Preside over local government meetings subjected to the open meetings and open records laws of the State of Texas

THE LUCIO III GROUP, PLLC

Aug 2009 - Present

Partner/Founder

- General construction law services for general services to a variety of clients across multiple industries
- Prosecute municipal court cases
- Provide government entities with litigation management
- Assist employers with various employment law matters
- Counsel clients through a variety of family law matters including divorce, child custody, division of assets, and parent facilitation
- Represent clients in matters of probate, including ad litem services for minors and the incapacitated
- Serve as local bond counsel for the issuance of bonds for Cameron County and Cameron County Regional Authority
- Manage commercial business law and litigation practice including personal injury, insurance defense, and contract review

RODRIGUEZ & NICHOLAS, LLP

May 2008 - July 2009

Associate

- Provided legal counsel for clients in the areas of real estate, civil litigation, general commercial and employment law
- Served in a general counsel capacity for clients in the medical profession
- Represented real estate development clients in front of local boards and commissions

Associate

- Assisted with the litigation of cases in county and district courts
- Served as an ad litem in both civil and tax suits
- Resolved conflicts as a mediator between opposing parties using alternative dispute resolution methodology
- Advocated on behalf of clients in front of the Department of Labor, board of adjustments, zoning committees and city commissions

REGULUS TEXAS, LLC**Nov 2017 – Present***Owner/Operator*

- Owner/Operator of multiple franchise brands in multiple markets – Orangetheory Fitness, Romeo's Pizza
- Lead the team's efforts for brand acquisition, site selection, construction management, equipment acquisition, and franchise training
- Co-leads hiring efforts and personnel development
- Lead and manage sales teams
- Lead sales leadership training, continuing education, performance reviews, accountability efforts and tracking
- Implement corporate promotions, innovate and develop local sales processes and guerrilla marketing efforts
- Assist with merchandise ordering and management
- Co-lead budgeting, forecasting and other financial responsibilities
- Lead all civic engagement efforts in the community

PUBLIC SERVICE EXPERIENCE**TEXAS STATE REPRESENTATIVE - DISTRICT 38**

- Committees – Chairman House Committee on Insurance, member of the Public Health Committee, Chairman Rules and Resolutions Committee, member of the State Affairs Committee, member of Natural Resources Committee, member of Government Transparency & Operation, and member of State Water Implementation Fund for Texas Advisory Committee, Environmental Regulation, Calendars, State Affairs, Appropriations, Government Efficiency & Reform, Special Purpose Districts and Federalism & Fiscal Responsibility
- Legislative Accomplishments – key stakeholder in passage truck litigation reform, insulin pricing legislation, author of uniform ocean desalination bill, author of "Don't Mess with Texas Water" legislation, author of Medicaid program for child with special needs, author of fire flow safeguards for some municipal water suppliers, author of legislation for the protection of sharks, joint author of the SWIFT water funding legislation, joint author of legislation creating UT-RGV and joint author 84th legislature border security omnibus bill

MEMBERSHIPS

- National Association of Latino Elected and Appointed Officials, National Conference of State Legislators, National Hispanic Caucus of State Legislators, Council of State Governments, Border Legislative Conference, Mexican American Legislative Caucus, Manufacturers Caucus, Women's Health Caucus, Tourism Caucus, House Energy Caucus, Veterans Caucus, Farm-to-Table Caucus, Texas Rural Water Association and Texas Water Conservation Association
- Member of International Health, Racquet & Sportsclub Association (IHRSA)
- Member of the Texas State Bar
- Member of the Orangetheory Fitness Franchise Advisory Committee
- Member of Romeo's Pizza Franchisee Advisory Committee

AWARDS

- Twice Awarded the "Best of the Texas House" Award – Combined Law Enforcement Associations of Texas, Legislator of the Year Award for Legislative Excellence – Texas Public Health Association, Champion of Rural Water- Texas Rural Water Association, Toll Fellow-Council of State Governments and Legislator of the Year – Humane Society of Texas
- Winner "Emerging Market Operator" – Orangetheory Fitness

EDUCATION**Texas Tech University, Lubbock****1997-1999****University of Texas at Austin****1999-2005**

Bachelor of Business Administration, Marketing, Class of 2001.

Doctorate of Jurisprudence, Class of 2005.

Keith Strama
1212 Guadalupe Street, Suite G-1
Austin, Texas 78701
(512) 633-3867

Keith Strama represents clients from diverse industries before the Texas Legislature and state agencies on public policy and regulatory matters. He works closely with clients in the areas of energy, insurance, telecommunications, education technology, environmental regulation, health care and direct marketing. He has been involved with candidates and campaigns in local, statewide, legislative, and congressional races. Based on his experience working with candidates and campaigns, Keith is able to inform and advise clients regarding political action committee contributions and other political and legislative activities. In addition to his extensive work with the Texas Legislature, Keith works closely with state agencies with regard to regulatory matters. Keith has experience working with numerous agencies, including the Texas Alcoholic Beverage Commission, the Texas Commission on Environmental Quality, the Texas Railroad Commission, the Texas Department of Insurance, the Texas Medical Board, Texas Department of State Health Services, Texas Health & Human Services Commission, Texas Attorney General, Texas Comptroller, Texas Education Agency, and the Texas Ethics Commission. Keith has also worked on various commercial trial cases.

REPRESENTATIVE EXPERIENCE

Legislative

- Representation of major oil and gas company in drafting and enacting legislation relating to royalty reporting. This legislation has become a model for states throughout the country.
- Representation of association of travel agents to modify franchise tax law to ensure travel agents are not adversely affected by new business tax.
- Representation of independent insurance agents in Texas related to drafting revisions to major insurance reform legislation to ensure a balance between consumer protection and the need to maintain a competitive insurance industry in Texas.
- Obtained financial relief for shrimp industry in Texas through legislation designed to help struggling industry.
- Representation of major financial company in drafting and enacting legislation that regulates wire transfers in Texas.
- Obtained exemption for Texas camps from law prohibiting use of certain vehicles in riverbeds.
- Representation of major oil and gas client in drafting and enacting legislation relating to taxation of fuels in Texas.
- Representation of client in drafting and enacting legislation that provided tax relief to homeowners whose property had been damaged due to natural disaster.
- Representation of freestanding emergency center in successful legislative effort to enact legislation setting standards for licensing.

Administrative Law

- Obtained very favorable settlement for large restaurant chain facing penalties from the Texas Alcoholic Beverage Commission.
- Representation of large financial company in obtaining favorable ruling from the Texas Attorney General's office protecting valuable trade secret information.
- Representation of large vendor at airports in obtaining permits from Texas Alcoholic Beverage Commission.
- Work on rule drafting for licensing of freestanding emergency health center by the Department of State Health Services.

Litigation

- Participation in various commercial trial cases concerning oil and gas disputes and construction law.
- Preparation of Amicus brief on behalf of royalty owners, which was cited extensively in a landmark Texas Supreme Court ruling in favor of client's position to protect the use of hydraulic fracturing in Texas and to preserve the statute of limitations.

Other

- Create trade associations and assist with legislative and administrative policy.

EDUCATION AND PROFESSIONAL BACKGROUND

- Graydon Strama Lucio Group (Partner January 2024 – Present)
- Beatty Bangle Strama P.C. (Shareholder 2006- Present)
- McGinnis, Lochridge & Kilgore, L.L.P. (Associate 1999-2005, Partner 2006)
- The University of Houston Law Center, J.D. 1999
- The University of Texas School of Law (1998-99)
- Colorado College, B.A. 1995
- Universidad de Pais Vasco, 1993
- Legislative Aide: Representative Craig Eiland, Texas House of Representatives (1999)
- Admitted to Practice: Texas, 1999

ACTIVITIES AND AFFILIATIONS

- Austin Bar Association
- Austin Young Lawyers Association
- The University of Texas-Texas Invitational Mock Trial Team, Coach
- Co-author, English-Only Rules in the Workplace in Texas, Texas Bar Journal (February 2001)
- Co-author, Chapter 45 (Texas), Lobbying, PACs, and Campaign Finance 50 State Handbook, State Capital Law Firm Group, 2002 Edition

Galt Graydon

1212 Guadalupe, Suite G Austin, TX 78701 | 512.422.4334 | galt@gsadvocacy.com

Legislative Work Experience

OWNER/PARTNER | GRAYDON GROUP | MAY 2002-PRESENT OWNER/MANAGING PARTNER | GRAYDON, GIBSON & BROWN, LLP, (NOW) GRAYDON, GIBSON & ASSOCIATES, LLP | MAY 2002-PRESENT

Attorney - Founded both firms and managing partner in each

SHAREHOLDER | JENKENS & GILCHRIST, PC (AUSTIN OFFICE) | 1995-2002

Director Legislative/Administrative Practice Group - Organized and managed lobby activity for all firm lobby clients

SHAREHOLDER | JOHNSON & WORTLEY, P.C. (FORMERLY JOHNSON & GIBBS, P.C.) (AUSTIN OFFICE) | 1987-1995

Director Legislative Practice Group - Organized and managed all lobby activity for firm lobby clients.

SOLO PRACTICE (GALT GRAYDON, ATTORNEY AUSTIN) | 1985-1987

Director Legislative Practice Group - Organized and managed all lobby activity for multiple lobby clients.

ASSOCIATE | STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER, ATTORNEYS (AUSTIN OFFICE) | 1980-1984

Lobbyist - Managed lobby activity for all firm clients.

ASSISTANT CITY ATTORNEY | CITY OF DALLAS - FOR LEGISLATIVE AFFAIRS AND ADMINISTRATION | 1973-1980

Attorney - Four Regular Sessions and the 1973-74 Constitutional Convention, managed the City of Dallas legislative activities with responsibility for delegation relationships and agenda success.

SPECIAL ATTORNEY | U.S. DEPARTMENT OF JUSTICE - OFFICE FOR DRUG ABUSE LAW ENFORCEMENT (DALLAS, TX) | 1972-1973

No legislative responsibility, but did maintain relationships

LEGISLATIVE ASSISTANT | STATE SENATOR RALPH HALL | 1969-1972

Attorney - Texas Senate General Investigating Committee - worked closely with all Senate offices, Texas Legislative Council, Secretary of the Senate on all matters and with DPS on Investigating Special Attorney

Professional Affiliations

State Bar of Texas

Texas Bar Foundation - Life Fellow

Professional Advocacy Association of Texas – Founding Director and Executive Committee

Texas Taxpayers and Research Association - Board of Directors

Recognitions

Thirty-eight years AV rating – Highest possible Peer Review rating in Legal Ability and Ethical Standards

Best Lawyers in America since 2007

Best Lawyers – Lawyer of the Year 2019 - Government Relations Practice – Austin

Lawyers of Distinction - since 2017

Longtime member of *Capitol Inside's* – Texas Lobby Hall of Fame

Education

University of Texas School of Law (J.D., 1969)

University of Texas at Austin (B.B.A., 1965)

Shannon L. Swan

1212 Guadalupe, Suite G Austin, TX 78701 | 512.750.4303 | shannon@thegraydongroup.com

DART Functions To Be Performed

- Maintain regular communication with designated DART staff and officers on key legislation and priority issues.
- Review and provide copies (as requested) daily bill filings and amendments of legislation of interest to designated DART staff.
- Provide designated DART staff as requested with background positions on key legislation.
- Track and provide regular status updates on DART bills of interest to designated DART staff.
- Assist designated DART staff in the preparation of Legislative updates and briefings to the DART board.
- Assist DART staff and board members in the development of: DART positions on legislation, the development of draft legislation, preparation of witness testimony and witness preparation.
- Assist Graydon Group managing partner in securing bill or amendment sponsors for DART's legislative priorities.
- Communicate DART's legislative positions to state legislators, legislative staff and the executive branch.
- Develop and maintain working relationships with key members of the legislature and executive branch; emphasizing relevant committee chairs and legislators that represent the DART service area.
- Work with other MTAs, the Texas Department of Transportation and the Texas Transit Association as deemed appropriate by DART designated staff.
- Participate in all tasks required by the solicitation's Statement of Work.

Legislative Work Experience

PARTNER |GRAYDON GROUP, LLC| MAY 2002-PRESENT

LEGISLATIVE ASSISTANT |GRAYDON, GIBSON & ASSOCIATES, LLP| MAY 2002-PRESENT

- Represent Graydon Group and Graydon, Gibson & Associates clients as a registered lobbyist before the Texas Legislature and Texas Executive Branch agencies.
- Advocate client positions through direct lobbying of Texas Senators, State Representatives and their staff.
- Review and monitor bill filings, substitutes and amendments on behalf of the firm's clients.
- Draft legislation, amendments and analysis on behalf of the firm's clients.
- Work with clients and House and Senate bill sponsors to prepare for committee hearings and floor debate.
- Provide regular status updates to Firm's clients on legislation of interest.

LEGISLATIVE ASSISTANT | JENKENS & GILCHRIST, PC | JAN 1995 – MAY 2002

- Represented legislative clients as a registered lobbyist before the Texas Legislature and Texas Executive Branch agencies.
- Advocated legislative clients positions through direct lobbying of Texas Senators, State Representatives and their staff.
- Reviewed and monitored bill filings and amendments on behalf of the law firm's legislative and legal clients.

- Researched and provided legislative history on behalf of the law firm's legislative and legal clients.
- Drafted legislation, amendments and analysis for firm's clients.
- Worked with legislative clients and House and Senate bill sponsors to prepare for committee hearings and debates.
- Provided regular status updates to firm's clients on legislation of interest.

LEGISLATIVE ASSISTANT | JOHNSON & WORTLEY, PC | JAN 1993 – JAN 1995

- Represented legislative clients as a registered lobbyist before the Texas Legislature and Texas Executive Branch agencies.
- Advocated legislative clients positions through direct lobbying of Texas Senators, State Representatives and their staff.
- Reviewed and monitored bill filings and amendments on behalf of the law firm's legislative and legal clients.
- Researched and provided legislative history on behalf of the law firm's legislative and legal clients.
- Drafted legislation, amendments and analysis for firm's clients.
- Worked with legislative clients and House and Senate bill sponsors to prepare for committee hearings and debates.
- Provided regular status updates to firm's clients on legislation of interest.

CHIEF OF STAFF | STATE REPRESENTATIVE DAVID CAIN | JULY 1985 -JAN 1993

- Responsible for the State Representative's legislative portfolio of over 100 pieces of legislation from the 70th to the 73rd legislative session.
- Worked with Texas Legislative Council attorneys to draft bills, amendments, and substitutes as directed by the State Representative.
- Responsible for meeting procedural bill requirements as the Representative's legislation worked its way through the legislative process.
- Liaison for the Representative with the Texas Sunset Commission and staff. Representative was Sunset member and Chairman during the 72nd & 73rd Sessions.
- Worked directly with constituents, local Dallas elected and appointed officeholders, community stakeholders and lobbyists to accomplish the legislative goals of the Representative.
- Provided direct supervision of six staffers, including Capitol and District offices and the staff of the House Transportation committee that was chaired by the Representative.
- Provided bill analysis, committee and floor debate documents for the Representative's legislation.
- Drafted speeches and talking points for the Representative's constituent and public appearances.

LEGISLATIVE AIDE | STATE REPRESENTATIVE BILL MESSER | OCT 1984 - JUNE 1985

- Drafted bill analysis and summaries for the Representative's legislation.
- Prepared daily bill floor packets for the Representative.
- Drafted and coordinated communication between representative and constituents.
- Fielded inquiries from State Representatives and their staff regarding the status of their bills in the Calendars Committee (which was chaired by the representative).

Education

Lamar University, Completed 75 hours towards B.A. in Government

5. E. Current Clients and successful lobbying efforts

Current Clients

Avis

Buckeye Dealership Consulting

Care Option for Kids

Charter Communications

Circuit of the Americas

Citizens for Appraisal Reform

Colonial Pipeline

DART

ExxonMobil

GMS Brownsville

Greater Tech Holdings, Inc.

Hino Gas

Icare Health Solutions

Texas Health Plans

Texas Rural Water Association

Texas Surplus Lines Association

The Capitol Group

Killam Development

Las Vegas Sands

McAllen EDC

Molina Health Care

NAPEO

Real Estate Council of Laredo

Sabine-Neches Navigation District

Southwest Airlines

Stonington Global

Texans for Lawsuit Reform

Texas Association of Health Plans

Texas Association of Realtors

Texas Cable Association

Titan Fuel

Trusted Driver

VISA

Wholesale Beer Distributors

Dallas Area Rapid Transit (DART)

Dallas Area Rapid Transit is the bus and light/heavy rail system in North Texas. The Graydon Group has advocated for DART at the Texas Legislature since the beginning of the agency and has weathered every political storm the agency faced in Austin. Some of the more interesting legislative endeavors the group worked on for DART include:

- LGCs -The Graydon Group, working under the direction of the DART board's adopted legislative agenda, passed a bill that amended the Transportation Code by adding regional transportation authority operating under Chapter 452 to the list of entities that could form a Local Government Corporations.
- Data Privacy- In 2015, our lobbyists passed legislation on DART's behalf that amended their statute to allow the agency to exempt from disclosing a customer's personally identifying information collected by the authority, including names, addresses, email addresses, phone numbers, passwords, and financial information. In 2021 the legislation was passed to update DART's statute to protect the electronic trip data of DART's GoPass or DART.org clients from public release via the Open Records Act.
- CNG Fuels Tax Exemption- In 2015, the Comptroller of Public Accounts filed a bill that attempted to "even the playing field" of motor fuel taxes. The omnibus bill they filed added a state fuels tax collected at the pump to CNG/LNG. Previously, the fuel was taxed by state-issued decals based on weight and miles. As an all-CNG bus system and not exempt from motor fuel taxes, DART purchased a lot of decals from the State Comptroller. The Graydon Group recognized an opportunity to amend a Comptroller bill to exempt DART from paying the state tax on alternative fuels. After much negotiation and added protection measures by the Comptroller (such as having a closed and secure fueling system that only provided CNG to DART equipment), the Graydon Group was able to add (DART approved) language via an amendment to the Comptroller's bill that eliminated the tax for the Authority.
- Diversion of DART Sales Tax- In 2017, the Dallas Police & Fire Pension was in financial disarray due to mismanagement and was close to insolvency. A north Texas legislator who chaired the Pension and Investments committee filed HB 3158 to address the problems with the pension system. Several Dallas council members publicly pursued an amendment that would divert a portion of DART's sales tax to the police and fire pension fund. The Graydon Group worked with every member of the North Texas delegation to educate them and make sure they knew how devastating an amendment like that would be to DART. The team spoke extensively with the bill author and got him to commit that he would never accept a "DART" amendment and would actively oppose any such amendment. As the bill made its way through the process, every step was closely followed to ensure no harm would come to the Authority. The legislation passed and became law without any harmful amendments to DART.

Circuit of the Americas (COTA)

COTA is the premier destination in Austin, Texas, for world-class motorsports and entertainment in the United States. The purpose-built track has been the site of Formula 1 races for over ten years and now hosts NASCAR and MotoGP races and brings thousands to concerts at their amphitheater. The track started construction in 2010 with the intention of hosting Formula 1 races. Key to that endeavor was Formula 1 being included in the Major Events Reimbursement Program (MERP). The Graydon Group began their representation of COTA when they were hired during a special session when a floor amendment was filed that would have struck the Formula One Auto race from

the list of eligible events of the MERP statute. Working with only one day's notice, the firm secured enough votes to defeat the amendment, and ultimately, the author withdrew the amendment. Since that first special session representing COTA, our team has led multiple legislative changes, such as adding MOTO GP and the X Games to the MERP and working with the Comptroller and Governor's office and other stakeholders to make necessary changes to the events statute.

Las Vegas Sands

The Graydon Group was a part of the large lobby effort by Las Vegas Sands to bring destination resorts to Texas. While the legislation did not pass, it took an extraordinary step forward by having a vote in the Texas House of Representatives. Our team worked hard to secure votes for the constitutional amendment, and while the effort fell just short of passing, our client recognized and was pleased that the issue took a big step forward in the legislative process.

Sabine Neches Navigation District

In 2013 lead drafting and advocacy efforts to create the Ship Channel Improvement Revolving Fund which received \$400m in funding in 2023. Also, lead successful advocacy effort to pass legislation authorizing the Sabine Neches Navigation District to sponsor multi-billion-dollar infrastructure project and utilize taxes for financing. Drafted and advocated for legislation to authorize Texas ports to utilize TRZs for infrastructure financing.

ExxonMobil

Lead drafting and advocacy effort to enact landmark legislation to require disclosure of composition of fluids used in oil and gas production which became a model for legislation enacted by multiple states. Successfully enacted heavy haul corridor necessary for a multi-billion dollar Texas project.

Southwest Airlines

Ongoing work with major airline carrier to increase access to sustainable aviation fuel in Texas.

Wholesale Beer Distributors of Texas and the Texas Surplus Lines Association

Mr. Strama served as lead legislative counsel for both major trade associations.

Texans for Lawsuit Reform

Worked successfully with stakeholders to address forum shopping in lawsuits against dredgers which was crippling the availability of dredging options in Texas.

St. Joseph's Medical Center

Successfully represented a major hospital system to expand funding for indigent care and reimbursement for services to vulnerable Texans.

5. F. We certify each respondent, Eddie Lucio, III, Keith Strama, Galt Graydon, and Shannon Swan are currently registered as a lobbyist under Texas Law and Texas Ethical regulations.

5. **G. We certify that we are not currently, or in the past, been subject to an ethical, civil, or criminal investigation or complaint for violating Texas law and Texas Ethical regulations regarding lobbying activities.**

5.H. Amount of funding leverage for previous clients.

Sabine Neches Navigation District – Led in drafting and advocacy efforts to create the Ship Channel Improvement Revolving Fund which received \$400m in funding in 2023

5.H. Our firm can comply with the “Scope of Work” outlined in the RFQ# 2024-05.



EXPERIENCE LEADERSHIP SUCCESS

CONSULTING / LEGISLATION / LOBBYING

TEXAS  LOBBY
— PARTNERS —

1100 CONGRESS DRIVE, 10TH FLOOR, AUSTIN, TEXAS 78701-3704
www.texaslobbypartners.com

January 26, 2024

VIA HAND DELIVERY

Gabriel Gonzalez
City Manager
City of Harlingen
118 E. Tyler
Harlingen, Texas 78550

RE: RFQ 2024-05: Lobbying Services for the City of Harlingen, Texas

Mr. Gonzalez,

I am pleased to offer the attached proposal in response to the recent request for proposals for the City of Harlingen's Lobbying Services. The proposal depicts the qualifications of the Team to represent the City as state lobbyists and legislative consultants and to assist the City with the development of an advocacy program and legislative priorities for the 2025 Legislative session.

As the attached materials reflect, Texas Lobby Partners has extensive legislative experience and a proven track record of working effectively on behalf of clients. Our advocacy experience is specific to Texas and the political dynamics of the Texas Legislature, state agencies, and the Executive Branch. In addition, we are qualified to work with municipal representatives on key issues including, but not limited to, municipal revenue authority, appropriations, public safety funding, infrastructure and planning. The City of Harlingen will benefit from a sound Texas presence – Texas Lobby Partners is prepared to assist you with this endeavor.

I will act as the lead consultant on behalf of Texas Lobby Partners for this contract. Subconsultants will include Buffy Crownover, Carrie Simmons, and Mike Toomey. My contact email is marc@marctx.com and my direct line is (512) 791-4527.

I acknowledge receipt of any and all addenda to the RFQ. I also attest that all information included in this proposal is accurate and correct. Further, I represent L&F Distributors and interests of the LaMantia family.

We appreciate the opportunity to respond to this RFQ. If selected, our role would be one of significant contribution.

Respectfully submitted,



Marc A. Rodriguez

INTRODUCTION

We are pleased to offer the following information concerning the interests of Texas Lobby Partners' and Buffy Crownover (Team) to represent the City of Harlingen (City) as consultants for State Lobbying Services. In response to the Request for Qualifications (RFQ), we have elected to submit a proposal for your review and consideration. We offer conveniently located full office facilities, dedicated client office space with cable, wireless internet, printing, and phone services, and available client parking. Our proposal satisfies all requirements; we are qualified to accomplish those objectives.

As the attached materials reflect, we have extensive government relations experience and a proven track record of working effectively on behalf of municipal clients. We are available to provide a high degree of professional service.

AS LEAD CONSULTANT

Marc A. Rodriguez will coordinate all activities directly with City representatives. Communication tools will include: email, phone, video conferencing, and face-to-face meetings in Harlingen and Austin. He will rely on Buffy Crownover to assist with execution, arranging priority legislative meetings and priority interim efforts. The Team will coordinate activities with elected officials and other consultants.

If retained, we recommend the following proactive efforts:

- Inform elected officials and key staff of City's team. Utilize opportunities to promote City at Austin legislative receptions, fundraisers, meetings, and conferences in which legislators attend. By building on existing relationships, the Team offers City access to wide variety of legislative, staff, and Executive Branch relationships.
- Inform the Team about City legislative issues by reviewing a number of public sources, websites, and other materials.
- Participate in meetings with City staff for the purposes of developing a Legislative agenda that serves City both during the interim and 2025 regular session.
- Assist with the development of a strategy to implement the City's legislative agenda.
- Monitor pertinent committee hearings, interim hearings, state agency meetings, conferences, and Cameron County meetings regarding mobility issues.
- Commit to significant availability during the interim and 89th Legislative Session.

A. DESCRIPTION OF RESPONDENT'S EXPERIENCE IN PROVIDING LOBBYING SERVICES TO CITIES RELATED TO THE TEXAS LEGISLATURE.

ASSESSMENT

As consultants, we recommend an assessment of the legislative initiatives of the past two legislative sessions. The assessment should include priority initiatives that City was not successful in passing as well as priority initiatives for future sessions.

The assessment will serve as the basis for the development of an "Interim" State Legislative Program.

These efforts will also include honest and realistic feedback on the positive and negative aspects of the political dynamics of the efforts of last session. The approach may include outreach to other regional organizations and will definitely explore opportunities to build coalitions at the regional and state levels.

The assessment will provide insight into past accomplishments and short comings that impacted the City. The results will also provide the basis for the development of an 89th Texas Legislative Program including strategy and monetary impact.

The Office has significant experience with advocacy during the last three interim periods. These efforts also include significant work with City staff on prioritization with interim studies.

B. DESCRIPTION OF RESPONDENT EXPERIENCE IN WORKING WITH MUNICIPAL LAW ISSUES AND OTHER RELEVANT LEGISLATION UNDER CONSIDERATION.

1. RELEVANT EXPERIENCE – 87th and 88th Legislative Sessions

Mr. Rodriguez has served as both a lead consultant and team member for the City of San Antonio for more than 20 years. Throughout multiple sessions, he has provided reliable advice to City staff regarding support and opposition of proposed legislation. In addition, the Office has been successful with the timely efforts to schedule face-to-face meetings and attend meetings with City staff and elected officials when the effort involved a Bexar County delegation member. This skill set is also utilized for the City of Eagle Pass. For multiple sessions, Carrie Simmons has served on the City of Houston lobby team.

Mr. Rodriguez has reviewed the scope of services requirements. The Team is qualified to address all the details of the scope requirements.

2. SPECIFIC EXPERIENCE

As a Team member and lead lobbyist, Marc A. Rodriguez has served on the City of San Antonio lobby team for over 24 years. During those years, the Team was successful in defining policy/working relationships with other local governments of the San Antonio region. The Team was also successful in managing policy compromises that were necessary during the legislative process. Specific issues included taxation, annexation, and city services.

The specific experience directly relates to working with clients that are governed by a City Council.

3. RELATIONSHIPS

Marc A. Rodriguez has worked for many sessions with House Committee members of both political parties, including: the House Appropriations Committee, House Economic and Small Business Development Committee, House Environmental Regulation Committee, House Public Health Committee, House State Affairs Committee, House Transportation Committee, and the House Urban Affairs Committee. Although there are other House committees that affect the City, these are the major committees of influence.

On the Senate side, the same activity has occurred for multiple sessions with the Senate Business and Commerce Committee, the Senate Finance Committee, the Senate Intergovernmental Relations Committee, and the Senate Transportation Committee.

Always a priority, the Team has developed key relationships with staff at all levels of government. With over 7,000 pieces of legislation filed each session, their role is crucial.

For over twenty years, Marc has developed relationships “on both sides of the aisle” in addition to establishing relationships with staffs of both political parties. We sponsor “Client Only” fundraisers for both Democratic and Republican elected officials at our offices.

C. PROVIDE A SAMPLING OF WRITTEN TESTIMONY AND/OR A LEGISLATIVE REPORT.

SEE ATTACHMENT #1

D. PROVIDE THE RESUMES AND QUALIFICATIONS OF THE LOBBYIST(S) THAT WOULD BE WORKING ON BEHALF OF THE CITY OF HARLINGEN.

SEE ATTACHMENT #2

Resumes Attached:

Marc A. Rodriguez, Buffy Crownover, Carrie Simmons, and Mike Toomey

E. LIST OF CURRENT AND RECENT CLIENTS FOR WHOM LOBBYING SERVICES HAVE BEEN PROVIDED TO INCLUDE SUCCESSFUL LOBBYING EFFORTS WITH EACH AS APPLICABLE.

Offices of Marc A. Rodriguez

Apple
Bexar County
Brooks
City of Eagle Pass
City of San Antonio
CPS
Entergy
L&F Distributors /Lamantia Family
Maverick County
North Texas Commission
Pluming Heating Cooling Contractors (PHCC)
Populus
Sands
San Antonio Water System (SAWS)
Texas Central
Universal Technical Institute
Tik Tok
VIA Metropolitan Transit

Texas Lobby Partners

Atos
Elevated Freight Technologies – Green Corridors
Fort Stockton Holdings
North Highland
Ryman Properties
SAS – Education
SAS – General Government

F. CERTIFY THAT RESPONDENT IS CURRENTLY REGISTERED AS A LOBBYIST UNDER TEXAS LAW AND TEXAS ETHICAL REGULATIONS AND TEXAS ETHICAL REGULATIONS OR ARE LEGALLY NOT REQUIRES TO REGISTER UNDER TEXAS LAW AND TEXAS ETHICAL REGULATIONS.

Respondent and Team members are currently registered as lobbyists under Texas Law. Attached is Form 1295 for Marc A. Rodriguez as lead lobbyist.

G. CERTIFY THAT RESPONDENT(S) IS NOT CURRENTLY, OR IN THE PAST, BEEN SUBJECT TO AN ETHICAL, CIVIL, OR CRIMINAL INVESTIGATION OR COMPLAINT FOR VIOLATING TEXAS LAW AND TEXAS ETHICAL REGULATIONS REGARDING LOBBYING ACTIVITIES. IF SO, PLEASE EXPLAIN AND DESCRIBE THE FINAL OUTCOME OF ANY SUCH INVESTIGATION OR COMPLAINT.

Respondent has never been the subject of an ethical, civil, or criminal investigation.

H. PROVIDE THE AMOUNT OF FUNDING LEVERAGED FOR PREVIOUS CLIENTS AND A STATEMENT THE FIRM CAN COMPLY WITH THE "SCOPE OF WORK" OUTLINED IN THE RFQ.

The following three examples address appropriations efforts of the Team.

- City of Eagle Pass. Coordinate community efforts to establish a \$68 million project for inclusion to the Unified Transportation Program.
- Assist with legislation to reformulate the pension system of the City of Houston.
- Coordinate efforts for Bexar County to support and pass a \$12 million budget rider for mental health beds.

ATTACHMENT #1

SAMPLE LEGISLATIVE
REPORT

Flagstone Foods

Worksheet – Advocacy Plan - Local Government, State Government,
Executive Agencies

Kickoff Work session - Wednesday, July 12, 2023, 11 am, meeting w/ Marc Rodriguez, 1122 Colorado, #2399, Austin, TX 78701

Objective #1 – Discuss the project details including company presence, company brand, location and international trade aspect

Objective #2 – To provide recommendations on local and state programs on economic development including incentives and funding for industrial expansion

Objective #3 – Develop plan for advocacy including outreach to priority individuals and third party organizations to prepare for the 89th legislative session

Address - 8 Zane Grey St., El Paso, Texas 79906

State Senators

Cesar Blanco

State Representatives

Claudia Ordaz

Governor's Office, Comptrollers, General Land Office, Speaker's Office, Lt. Governor's Office – prioritize Chiefs of Staff and policy employees of the Big Three (Governor, Lt. Governor, Speaker)

El Paso local government officials, City Council and Commissioners Court

Priority organizations – third party business and trade organizations

ATTACHMENT #2

RESUMES

MARC A. RODRIGUEZ

marc@marctx.com

Government Relations Consultant



Marc A. Rodriguez has gone from being a busboy to an Ivy League graduate to a municipal employee to a successful entrepreneur. Citing perseverance, effective communication and execution as hallmarks of any successful executive, Mr. Rodriguez continually demonstrates these traits in every aspect of his life. He was born in Fort Stockton, Texas and raised in San Antonio, Texas.

EXPERIENCE

In his work as a government relations consultant, he uses his personal experience as an entrepreneur to identify with and understand his clients' industry challenges. Clients also benefit from his expertise as a political advisor, analyst, strategist and tactician. Mr. Rodriguez has worked on state legislative issues for the last 13 consecutive Texas state legislative sessions and has a professional history of representing entities with elected and appointed boards. Additionally, he has coordinated efforts with volunteers, private consultants, and representatives of governmental utility regulation, infrastructure, urban affairs and natural resources.

He is presently the owner of the Offices of Marc A. Rodriguez and President of TOPE Development, a real estate company.

PAST CHAIRMAN, U.S. HISPANIC CHAMBER OF COMMERCE

As Past Chairman of the U.S. Hispanic Chamber of Commerce, Mr. Rodriguez utilizes his national network to serve as a professional advocate, negotiator and mentor-protégé consultant for local and state procurements that require an historically underutilized business (HUB) or disadvantaged business enterprise (DBE) partner.

Monday, November 11, 2024

First Day legislators and legislators-elect may file bills for the 86th Legislature (*House Rule 8, Sec. 7; Senate Rule 7.04(a)*)

Tuesday, January 14, 2025 (1st Day)

89th Legislature convenes (*Sec. 5(a) Article III, Texas Constitution; Sec. 301.001, Government Code*)

Friday, March 14, 2025 (60th day)

Deadline for the unrestricted filing of bills and joint resolutions other than local bills, emergency appropriations, and emergency matters submitted by the Governor (*Sec. 5(b), Article III, Texas Constitution; House Rule 8, Sec. 8; Senate Rule 7.07(b); Senate Rule 10.01 subjects joint resolutions to the rules governing proceedings on bills*)

Monday, June 2, 2025 (140th Day)

Last day of 86th Legislature (*sine die*) (*Sec. 24(b), Art. III, Texas Constitution*)

Buffy Crownover

Government Relations Consultant
1122 Colorado Street, Suite 2323
Austin, Texas 78701
buffy@txlobby.com
254.715.0223



Buffy Crownover is a lobbyist and public affairs expert known for her forward-thinking abilities in negotiation and strategic alliances. Working inside the Texas Capitol for over 14 years gave Buffy time to nurture and cultivate relationships with a strong base of trust, respect, and credibility. She is solutions- orientated and believes in being thorough and persistent.

Buffy is one of the few staffers who served members from both parties and leadership of the largest caucuses including: Texas House Republican Caucus, House Democrat Caucus, Mexican American Legislative Caucus, and the Texas Legislative Black Caucus. Her collaboration and relationship-building skills enable her to spearhead the passage of statewide legislation and build grassroots campaigns.

When Buffy began lobbying, she quickly grew a client list as diverse as her relationships and experience including companies, associations, and non-profits. She focuses on getting organizations where they want to be by accomplishing their long-term goals through legislative and regulatory practices.

Buffy is a native of Waco, Texas and is a proud graduate of Baylor University where she earned her undergraduate and master's degrees. She currently prides herself on being mom to two girls and a boy, who keep her life full. In any spare time left over, she enjoys playing tennis and practicing Pilates.

Carrie Simmons

Lobbyist

Carrie@txlobby.com

512.903.1490



Carrie Simmons joined TLG in 2014, and she immediately was named #1 “Rising Lobby Star” by *Capitol Inside*. Before joining TLG, Carrie was the Executive Director of the Texas House Republican Caucus. She provided legislative research and communication assistance to all 95 Republican Legislators in the Texas House of Representatives for over six years, three legislative sessions, and multiple special sessions. In that role, Carrie worked directly for the Caucus leadership that included: Sen. Kelly Hancock, Sen. Larry Taylor and Sen. Brandon Creighton. Each of those then House members are now Senate Chairman and key influencers to Lt. Gov Dan Patrick. Additionally, Carrie has deep experience advocating for licensing and certification clients. During the last legislative session, Carrie successfully represented a client advocating for substantial changes to an existing license and defended a license from repeal for another client. She currently represents one of the largest teacher certification programs in Texas.

Since its formation in 2002, the group’s client portfolio has grown to include an impressive list of Fortune 500 companies including: Liberty Mutual, AT&T, Merck, Insperity, UnitedHealth Group, as well as other companies, associations, and government entities.

Texas Lobby Group not only has a reputation for driving legislation solutions and building consensus, but also is known for the upmost integrity in the process. We value the importance of hard work and honesty to garner success.

Mike Toomey

Principal Partner
1122 Colorado Street, Suite 2323
Austin, Texas 78701
Mike@txlobby.com
512.970.2970



Mike Toomey, a former legislator, is the only person in Texas history to serve as Chief of Staff to two different Texas Governors (Gov. Perry & Clements). He recently returned to TLG after serving as COO of Governor's Abbott's Strike Force to Open Texas. Mike's voluminous and encyclopedic knowledge of the Texas Legislature and its processes are known throughout the Capitol. As a legislator, Mike served on the appropriations conference committee and was nicknamed "Mike the knife" for his scalped approach to cutting government excess. As a lobbyist, he is known for being thorough, honest and relentless in his pursuit of success. For the past decade he and TLG have ranked in the top #3 of Texas Lobby Firms by *Capitol Inside*. In 2003 *Texas Monthly* wrote a feature on Mike saying "Toomey has accumulated the skill and will to influence every issue of consequence. Toomey brings to the job a work ethic that has been legendary since 1985... He approaches issues with a zeal and tenacity that even his detractors admire. Everything about him speaks of discipline."

ATTACHMENT #3

FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Marc A. Rodriguez
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Harlingen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

REF#2024-05
State representation services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rodriguez, Marc A.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT #4

CERTIFICATION

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Marc A. Rodriguez Title: Partner / Lead Lobbyist

Typed Name: Marc A. Rodriguez Company Name: Texas Lobby Partners

Phone No.: (512) 494-9798 Fax No.: (512) 904-2325

Email: marc@marctx.com

Bid Address: 1122 Colorado Street, Suite 2399 Austin Texas 78701
P.O. Box or Street City State Zip

Order Address: 1122 Colorado Street, Suite 2399 Austin Texas 78701
P.O. Box or Street City State Zip

Remit Address: 1122 Colorado Street, Suite 2399 Austin Texas 78701
P.O. Box or Street City State Zip

Federal Tax ID No.: 85-3821094

DUNS No.: 044290697

Date: January 26, 2024

ATTACHMENT #5

CERTIFICATE OF
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2024

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 DSC Risk Services 2990 Richmond Ave., Ste. 120 Houston, TX 77098	CONTACT NAME: Dicarlos Davis PHONE (A/C, No, Ext): 713-621-9012 EXT 122 E-MAIL ADDRESS: ddavis@dscriskservices.com FAX (A/C, No): 713-622-5759																					
INSURED Marc A Rodriguez Office of Marc A. Rodriguez 1122 Colorado St., Suite 2399 Austin, TX 78205	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>The Hartford</td><td></td></tr><tr><td>INSURER B:</td><td>The Hartford</td><td></td></tr><tr><td>INSURER C:</td><td>The Hartford</td><td></td></tr><tr><td>INSURER D:</td><td>Apogee</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Hartford		INSURER B:	The Hartford		INSURER C:	The Hartford		INSURER D:	Apogee		INSURER E:			INSURER F:		
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INSURER B:	The Hartford																					
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INSURER D:	Apogee																					
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		61 SBA BB0794	01/25/2024	01/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$										
	B						AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	61 SBA BB0794	01/25/2024	01/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$					
							C					<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	61 SBA BB0794	01/25/2024	01/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
												WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y/N <input type="checkbox"/>
D	Professional Liability	X		EONTXF1471344A2-003	01/19/2024	01/19/2025	Limit: \$ 5,000,000										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability policy includes blanket Additional Insured Endorsement that is Primary and Non-Contributory To Other Insurance When Required By Contract.

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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**City of Harlingen
Statement of Qualifications:
Lobbying Services for the City of Harlingen, Texas
RFQ No: 2024-05**

Response by:

Focused Advocacy, LLC

**3267 Bee Caves Road, Suite 107-72
Austin, TX, 78746**

**Snapper Carr
Snapper@FocusedAdvocacy.com
Phone: 512.637.6020**



COVER LETTER

January 24, 2024

Mr. Gabriel Gonzalez
City Manager
118. E. Tyler
Harlingen, Texas 78550

Dear Mr. Gonzalez:

Thank you for inviting Focused Advocacy to respond to the City of Harlingen's request for qualifications for Lobbying Services for the City of Harlingen, Texas.

The Focused Advocacy team – Brandon Aghamalian, Snapper Carr, Josh Meeks, Curt Seidlits and Lynlie Wallace Hurd – would be honored to represent the City of Harlingen.

Focused Advocacy is a full-service, public affairs firm located in Austin Texas. Founded in 2009, the firm's partners offer more than a century's worth of combined legislative and public policy experience, and a team-focused approach to client service. When you hire Focused Advocacy, you get an entire team of government relations specialists – not just one individual. Our portfolio of successful client outcomes is attributed to our professionalism and work ethic.

The Focused Advocacy team consists of a former state legislator, municipal official, Texas Municipal League lawyer, and former legislative staff. We work well with both sides of the aisle. Focused Advocacy has repeatedly been recognized as one of the most influential lobby teams in Texas (Capitol Inside, Lobby Rankings 2011, 2013, 2015, 2017, 2019, 2021, and 2023).

We have deep knowledge of and experience in representing local governments in the Rio Grande Valley both in the past and currently. We previously worked on projects on behalf of the cities of McAllen, Brownsville, Pharr, and San Juan. We currently serve as legislative consultants for the Brownsville Public Utilities Board (BPUB).

The following pages highlight the strengths of our firm – primarily the history and qualifications of our team, our expertise in local government issues and our track record of helping our clients achieve success.



We attest that all information submitted as part of the statement of qualifications is true and correct. Focused Advocacy affirms it both understands and will perform the services outlined in the scope of services.

Please direct any follow-up questions to Brandon Aghamalian at 512-695-6709.

Respectfully,

A handwritten signature in black ink, appearing to read "B. Aghamalian".

Brandon Aghamalian
President

A handwritten signature in black ink, appearing to read "Snapper Carr".

Snapper Carr
General Counsel

A handwritten signature in blue ink, appearing to read "Curt Seidlits".

Curt Seidlits
Founder & CEO

A handwritten signature in black ink, appearing to read "Lynlie Hurd".

Lynlie Wallace Hurd
Legislative Counsel

A handwritten signature in black ink, appearing to read "Josh Meeks".

Josh Meeks
Communications



STATEMENT OF QUALIFICATIONS CRITERIA

A. Description of respondent's experience in providing lobbying services to cities related to the Texas Legislature.

Focused Advocacy *specializes* in representing municipalities. In fact, we are municipal specialists. Our firm has a long history of representing cities before the legislature. No other lobby team in Austin spends more time at the Capitol lobbying on behalf of municipal issues than Focused Advocacy. Our knowledge of and experience with municipal issues is simply unmatched within the lobby.

We currently represent 19 cities and have worked on behalf of dozens more over the last 25 years.

B. Description of respondent experience in working with municipal law issues and other relevant legislation under consideration.

The Focused Advocacy team has a long track record of successful outcomes on a wide variety of municipal-related legislative and regulatory initiatives. We help clients develop legislative agendas, engage with legislators, craft testimony, plan legislative days, and navigate the legislative process as a whole. We are subject matter experts on municipal issues, to include:

- Preemption,
- Taxes,
- Land Use,
- Economic Development,
- City Finance,
- Public Safety,
- Pensions,
- Power,
- Transportation,
- Public Health, and
- Water and Wastewater.

Bills impacting municipalities represent the largest percentage of bills that affect any group, without a close second. Bills affecting cities are considered in nearly every



legislative committee, while most organizations need only follow two to three committees. The Focused Advocacy team has decades of experience tracking these bills, defending against detrimental legislation, and supporting legislation beneficial to cities. We work closely with the Texas Municipal League to bolster its efforts in tracking legislation and advocating on behalf of cities.

In addition to guiding the passage of legislation on behalf of our clients, the Focused Advocacy team is deeply involved in defending against negative impacts of proposed legislation. In the most recently concluded legislative session, 1,880 bills affecting cities were filed, representing 23% of total bills filed. Passage of many of these bills would have had harmful effects on municipalities. The Focused Advocacy team tirelessly advocated on behalf of clients throughout the legislative session to defend against these bills. Our team's involvement in our clients' priorities has resulted in many positive results – playing both offense and defense – for our clients.

Below please find three legislative projects that are most relevant in size and scope to the services requested in this solicitation.

Client name: Cities of Austin, Bastrop, Corpus Christi, Grand Prairie, Grapevine, McKinney, San Antonio, Terrell, Temple

Duration of assignment: 2022 – present

Respondent's role in project: Lead legislative consultant

Project schedule: 2022 – 2023 (88th regular session)

Problems/issues encountered: State law currently allows certain municipalities to participate in what is known as the "qualified hotel and convention center program." Focused Advocacy developed the strategy and drafted the legislation to allow certain client cities to participate in the program. The bill faced opposition. Focused Advocacy worked with legislators and client cities to refine the language, educate stakeholders, and secure a consensus on the legislation.

Solutions to problems/issues encountered: Education of relevant legislative members, staff, and affected stakeholders.

Results generated: Successful passage of legislation.

Final product and benefits realized by the client: Passed a bill (HB 5012 – 88R) to allow client cities to capture the state's portion of the hotel occupancy taxes and the state's portion of the sales tax for 10 years, to be used to service bonds for the construction of qualified hotel projects.

How the experience will assist Harlingen in accomplishing its goals: The successful execution by Focused Advocacy in assisting these municipalities with strategic planning to address the problem and implement and execute the strategy led to a successful



outcome. This demonstrates Focused Advocacy's skillsets in navigating legislative efforts that Harlingen may encounter in a legislative session.

Reference: Jeff Coyle, San Antonio Assistant City Manager, (210) 207-6912

Client name: City of El Paso

Duration of assignment: 2022 – 2023

Respondent's role in project: Lead legislative consultant

Project schedule: 2022 – 2023 (88th regular session)

Problems/issues encountered: The City of El Paso worked for several years to obtain legislative clarity in order to convey real property as part of an economic development agreement. Focused Advocacy helped determine that legislation would be necessary to achieve this clarity.

Solutions to problems/issues encountered: Focused Advocacy aided in the creation of a legislative strategy, assisted in drafting a bill, identified El Paso delegation members to carry the legislation, developed plan to advocate for bill's passage for months leading up to the legislative session, and assisted City of El Paso in ensuring the bill was passed.

Results generated: Successful passage of legislation.

Final product and benefits realized by the client: Passed a bill (SB 543 – 88R) to allow municipalities to convey land as part of a Chapter 380 economic development agreement.

How the experience will assist Harlingen in accomplishing its goals: Focused Advocacy's efforts on this successful project demonstrate our team's ability to manage the legislative process and create a legislative strategy to pass a bill to help improve a core function of a municipality. Just as we helped the City of El Paso achieve this legislative solution, we can do the same for the City of Harlingen.

Reference: Karla Nieman, City Attorney, (915) 212-0000

Client name: City of Temple

Duration of assignment: 2020 – 2021

Respondent's role in project: Lead legislative consultant

Project schedule: 2020 – 2021 (87th regular session)

Problems/issues encountered: After annexation law drastically changed via legislation passed in 2017, municipalities in Texas discovered that law allowing consensual annexation across a roadway was prohibited inadvertently. The new annexation law treated a roadway as an artificial boundary, significantly complicating cities' ability to annex property, when property owners wished to be part of a city. Focused Advocacy worked with the Temple delegation, along with relevant committee members and staff, to develop legislation to correct this oversight. Our team worked to get the bill introduced and shepherded it through the legislative process.



Solutions to problems/issues encountered: Provided information and context of problem to relevant legislative members, coordinated with staff to guide the bill through the committee process, floor vote, and ultimate passage.

Results generated: Successful passage of legislation.

Final product and benefits realized by the client: Passed a bill (SB 374 – 87R) to allow municipalities to consensually annex property across a roadway.

How the experience will assist Harlingen in accomplishing its goals: Focused Advocacy has demonstrated its ability to quickly identify solutions to a problem a city is encountering and develop the solution into legislation, along with a strategy to successfully move the bill through the legislative process. This example exhibits Focused Advocacy's ability to help Harlingen through a specific local issue that may need a legislative solution.

Reference: Brynn Myers, City Manager, (254) 298-5600

The above list is only a small sampling of the type of municipal issues we have been engaged on in the past. It is safe to say we have been involved in some way with every legislative issue impacting municipal interests in the past 25 years.

C. Provide a sampling of written testimony and/or legislative report.

The Focused Advocacy team assists clients in drafting letters to legislators, written and oral testimony, presentations, and various other work products.

Additionally, Focused Advocacy provides our clients with real-time alerts on legislative actions, agency rulemaking, and other important breaking news. We also publish a biweekly newsletter (released Tuesdays and Fridays) that incorporates various items of interest to cities. An example of this newsletter is as follows:



News and Insights



State district judge blocks implementation of HB 2127 super preemption bill, which prohibits city adoption of ordinances related to broad array of state laws

HB 2127 was passed during the 88th Regular Session and was to be implemented this Friday, Sept. 1. Quick appeal from state is expected.

[Coverage from Texas Tribune of Travis County Judge's ruling today »](#)

[Background on the HB 2127 from Texas Municipal League »](#)

FocusedAdvocacy.com | 512-637-6020

Focused Advocacy provides its municipal clients an additional benefit: City Clearinghouse Calls. As part of our service to city clients, we hold bimonthly Clearinghouse Calls to provide updates on happenings in State government and alert clients of upcoming issues. Additionally, these clearinghouse calls allow for our client cities to communicate with one another to discuss mutually impactful issues.



D. Provide the resumes and qualifications of the lobbyist(s) that would be working on behalf of the City of Harlingen.

Brandon Aghamalian, President:

Brandon Aghamalian is a recognized expert on municipal issues, public finance, economic development, property taxes, and transportation. Aghamalian joined Focused Advocacy in 2010 to co-found the firm's lobby and local government practice. Prior to that, Aghamalian co-founded the local government practice for HillCo Partners. From 2002 to 2006, Aghamalian served as the Director of Government Relations for the City of Fort Worth in the administrations of Mayor Ken Barr and Mayor Mike Moncrief. Prior to that, Aghamalian worked as the Director of the House Committee on Business and Industry, Chief of Staff for State Representative Kim Brimer, and Legislative Director for Representative Todd Smith. Aghamalian earned a BA in Accounting from Texas State University, a Doctor of Jurisprudence from The University of Texas School of Law and a Master of Public Affairs from the LBJ School of Public Affairs.

Snapper Carr, General Counsel:

Snapper Carr joined Focused Advocacy in 2010 to co-found the firm's lobby and local government practice. His primary focus is representing the needs of local governments before the Texas Legislature. From 2006 to 2010, Carr co-founded the local government practice for HillCo Partners, representing dozens of cities before the Legislature. Previously, Carr served as the Legislative Counsel and Associate for the Texas Municipal League (TML) from 1998 to 2006, where he represented municipal interests and earned a reputation as an expert in the fields of land usage, utilities, military and water issues. From 1994 to 1998, Carr served as the committee clerk for the House Committee on State Affairs and House Committee on Land and Resource Management. Carr has a Bachelor's degree in Communications and Government from The University of Texas and a Doctor of Jurisprudence from the UT School of Law.

The Honorable Curtis Seidlits, Founder & CEO:

Curtis Seidlits is one of Austin's premier government affairs and lobby strategists. Before founding Focused Advocacy, Seidlits spent thirteen years as the Senior Vice President of Public Affairs for Energy Future Holdings, formerly TXU Corp, where he oversaw federal, state, and local governmental advocacy, public policy and the company's political action committees. At TXU, he helped engineer the changes establishing competition in the electric industry. Before joining TXU, Seidlits served as president and CEO of the Association of Electric Companies of Texas (AECT), a group representing the state's investor-owned electric companies. From 1986-1996, Seidlits served in the Texas House of Representatives where he was appointed to a variety of committees including



Judiciary, Ways and Means, Elections and Redistricting. In 1993, he was appointed chairman of the House State Affairs Committee and oversaw tort reform, ethics, utilities, and public information. Seidlits authored legislation that substantially rewrote the state's electric and telecommunications regulations. Seidlits earned both his law degree and bachelor's degree in political science from Baylor University. He began his career as a prosecutor and has over forty years of legal experience.

Lynlie Wallace Hurd, Legislative Counsel:

Lynlie Wallace Hurd provides strategic counsel to a diverse client base to aid in the development of individualized strategies to achieve clients' legislative goals. She possesses 18 years of experience in facilitating the development of public policy in both local and state government. Prior to joining Focused Advocacy, she served as chief of staff for a former chairman of the Texas House Natural Resources Committee for over a decade. Lynlie's background includes serving as a member of the Bexar County Commissioners Court staff, consulting on multiple federal, state, and municipal political campaigns, and working as a public affairs account executive for a regional public relations firm. She holds a Bachelor of Arts in Government from Angelo State University and Doctor of Jurisprudence from St. Mary's University School of Law.

Josh Meeks, Communications:

Josh Meeks is a seasoned public affairs professional who specializes in creative communication solutions at the Texas Capitol and statewide. The founder of Republic Square Media, Josh delivers writing, digital design and storytelling support to former and current clients include local governments, issue campaigns, statewide trade associations, Fortune 10 companies, and more. Josh's work inside the Texas Legislature includes nearly a decade of service as legislative director and communications director in the Senate, where he staffed the Senate Finance Committee, state budget conference committee, and more. Josh currently manages Focused Advocacy's communications, social media and crisis management operations.

FOCUSED ADVOCACY

TEAM MEMBER	AREAS OF EXPERTISE		ROLE IN PROVIDING SCOPE OF SERVICES
Brandon Aghamalian President	Economic Development Municipal Law Taxes and Appraisals Transit Transportation	Land Use Public Finance Water	Aghamalian will provide Harlingen all of the services outlined in the RFQ and will lobby for the organization as a primary team member.
Snapper Carr General Counsel	Energy Military/VA Issues Municipal Law Oil and Gas Telecommunications	Land Use Pensions Water Utilities	Carr will provide Harlingen all of the services outlined in the RFQ and will lobby for the organization as a primary team member.
Curtis Seidlits Founder & CEO	Civil Law Energy Municipal Law Telecommunications	Criminal law Land Use Utilities	Seidlits will provide Harlingen with all of the services outlined in the RFQ and will lobby for the organization as a primary team member.
Lynlie Wallace Hurd Legislative Counsel	Environmental Issues Municipal Law Military/VA Utilities		Hurd will provide Harlingen all of the services outlined in the RFQ and will lobby for the organization as a primary team member.
Josh Meeks Communications	Communications Social Media Crisis Management		Meeks will provide Harlingen with communication services.



E. List of current and recent clients for whom lobbying services have been provided to include successful lobbying efforts with each as applicable.

Focused Advocacy has provided the exact same scope of services as requested by this RFQ for the following clients in the last two years:

- Andrews Industrial Foundation (2013 – present)
- Brownsville Public Utility Board (2013 – present)
- City of Austin (2016 – present)
- City of Burleson (2017 – present)
- City of Cedar Hill (2016 – present)
- City of Conroe (2018 – present)
- City of Corpus Christi (2010 – present)
- City of El Paso (2010 – present)
- City of Fate (2017 – present)
- City of Georgetown (2016 – present)
- City of Grand Prairie (2016 – present)
- City of Irving (2009 – present)
- City of Magnolia (2023 – present)
- City of McKinney (2018 – present)
- City of Pflugerville (2016 – present)
- City of San Antonio (2013 – present)
- City of Southlake (2010 – present)
- City of Sugar Land (2010 – present)
- City of Temple (2019 – present)
- City of Tyler (2012 – present)
- CPS Energy (2016 – present)
- Denton Municipal Electric (2008 – present)
- Garland Power & Light (2021 – present)
- Georgetown Utility Systems (2014 – present)
- Linebarger Goggan Blair & Sampson (2011 – present)
- Texas Coalition of Cities for Utility Issues (TCCFUI) (2010 – present)
- Texas Land Title Association (2011 – present)
- Texas Municipal League (2011 – present)
- Texas Mayors of Military of Communities (2015 – present)
- Texas State Teachers Association (2013 – present)
- WaterFleet (2017 – present)

F. Certify that respondent is currently registered as a lobbyist under Texas Law and Texas Ethical regulations or are legally not required to register under Texas law and Texas Ethical regulations.

Current lobby registrations for Brandon Aghamalian, Snapper Carr, Curtis Seidlits, and Lynlie Wallace Hurd can be found on the Texas Ethics Commission website:
<https://www.ethics.state.tx.us/>



- G. Certify that respondents is not currently, or in the past, been subject to an ethical, civil or criminal investigation or complaint for violating Texas law and Texas Ethical regulations regarding lobbying activities. If so, please explain and describe the final outcome of any such investigation or complaint.**

No member of Focused Advocacy is currently, or has previously, been subject to an ethical, civil, or criminal investigation or complaint for violating Texas law or Texas Ethics Commission regulations.

- H. Provide the amount of Funding leveraged for previous clients and a statement the firm can comply with the “Scope of Work” outlined in the RFQ.**

The Focused Advocacy team has provided strategic counsel to clients seeking state funding for various projects for multiple legislative sessions. The Legislature’s appropriation process can be difficult for anyone to navigate, but with our guidance and knowledge of the process, many clients have succeeded in securing state funding for projects in their communities. Below are examples of our success in assisting clients through the state appropriation process:

- **City of El Paso: \$32 Million for International Bridge Project Intelligent Transportation Systems**

In collaboration with the City of El Paso, the Focused Advocacy team worked to secure \$32 million through the Texas Department of Transportation for construction of intelligent transportation systems needed at ports of entry. The appropriation provides funding for the design, construction, acquisition, and installation of an intelligent transportation system and the design and construction of infrastructure projects at the international port of entry at the Bridge of the Americas and the international port of entry at the Ysleta Bridge in El Paso to increase security measures and expedite border crossings and trade.

- **City of Sugar Land: \$28 Million for Brazos River Riverbank Erosion Mitigation Project**

Following the aftermath of major storms in recent years, erosion along the Brazos River severely damaged public and private property, costing millions of dollars. Focused Advocacy worked with Sugar Land officials to develop a strategy



to pursue funding for Brazos River Riverbank Erosion Mitigation Project. The Legislature ultimately appropriated \$28 million for a riverbank erosion mitigation project along the Brazos River.

- **City of McKinney: \$20 Million for McKinney National Airport**

In the 88th Legislative Session, Focused Advocacy helped the City of McKinney secure \$5 million for a hangar facility project at the McKinney National Airport through the Department of Public Safety.

In the 86th Session, the Focused Advocacy team assisted the City of McKinney in securing \$15 million in state funds from its Aviation Facilities Grant Program for the McKinney National Airport runway expansion.

- **Texas Mayors of Military Communities: Millions of Dollars in Defense Economic Adjustment Assistance Grants**

Focused Advocacy was instrumental in creating the TMMC nonprofit organization to advocate for military communities before the state legislature to protect them from closure during future Base Realignment and Closure (BRAC) processes. A major part of this effort is assisting member communities in applying for Defense Economic Adjustment Assistance Grants (DEAAG). Since 2015, Focused Advocacy has successfully advocated for the Legislature to fund the DEAAG program, and has helped several military communities receive millions of dollars in DEAAG funding.

- **State Tax Incentive Dollars: Millions of Dollars to Municipalities**

Through the passage of multiple pieces of legislation throughout the last two decades, the Focused Advocacy team has helped cities capture hundreds of millions of dollars in state tax revenue for qualified hotel and convention center projects.

Focused Advocacy affirms it both understands and can comply with the Scope of Work outlined in the RFQ.

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Snapper L Carr Title: PARTNER
Typed Name: SNAPPER L CARR Company Name: FOCUSED ADVOCACY, LLC
Phone No.: (512) 437-4020 Fax No.: _____
Email: Snapper@focusedadvocacy.com
Bid Address: 3267 Bee Caver Road, Suite 107-72 Austin, TX 78746
P.O. Box or Street City State Zip
Order Address: _____
P.O. Box or Street City State Zip
Remit Address: _____
P.O. Box or Street City State Zip
Federal Tax ID No.: 26-3474893
DUNS No.: _____
Date: 1-24-24





Denise Rose
Jackson Walker LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701
512.236.2075
drose@iw.com

January 26, 2024

Gabriel Gonzalez, City Manager
City of Harlingen
118 E. Tyler
Harlingen, Texas 78550

Re: Request for Qualifications #2024-05 – Lobbying Services

Dear Mr. Gonzalez:

We appreciate the opportunity to respond to the City of Harlingen's Request for Qualifications for lobbying services. It would be our firm's privilege and pleasure to represent the interests of the City and to work with you and your colleagues.

Jackson Walker provides best-in-class lobbying and legal services, and our aim is to become a trusted advisor to the City. To get there, I, along with my colleagues identified below, will be dedicated, efficient, creative, and results-oriented. With more than 500 attorneys across our 6 Texas offices (in Austin, Dallas, Fort Worth, Houston, San Antonio, and San Angelo), Jackson Walker is a full-service firm. Although we have chosen to only have offices in Texas (in part to keep our costs and rates lower than "national" firms), Jackson Walker's work is nationally recognized.

Jackson Walker has been engaged in Texas politics since the early 1900s, and our involvement has continued throughout the firm's history, with several of our partners and lobbyists regularly involved in legislative initiatives. In addition to the firm's longstanding record of legislative success, our service to our clients is unparalleled among law firms in the state. We pride ourselves on our unique connections, creative problem solving, and intimate knowledge of the Texas legislative process.

For my part, I have been working in and around the Texas Capitol for 20 years on a variety of budget and policy issues. Recent successes for our clients include achieving the largest exceptional item funding request in the history of a non-profit statewide organization, and passage of several clients' priority bills (including the City of Denton) in the 88th Regular Session.

As requested, we attest that all of the information submitted with our statement of qualifications is true and correct.

If you have any questions, or if you would like additional information about our submission, please do not hesitate to contact me at 512.236.2075 or at drose@iw.com. Our attached proposal reflects that Jackson Walker possesses the subject matter expertise, experience, and collaborative spirit that I know you value and seek in lobbyists. Thank you again for the opportunity to provide our response to your RFQ.

Respectfully submitted,

Denise Rose
Partner

A. Description of respondent's experience in providing lobbying services to cities related to the Texas Legislature.

Our current team has over 145 years of combined experience working in and around the Texas Capitol and practicing before regulatory agencies. We are incredibly proud of the strong relationships that we have grown over the years with members of the legislative and executive branches of state government. Our relationships are personal and professional, they are bipartisan, and they are urban and rural. We have a solid reputation for implementing winning strategies, as well as thoroughly understanding the intricacies of the legislative process, and finding solutions where others only see problems.

Over our team's time working in and around the Capitol, we have had the privilege to work with a broad base of clients on a range of issues that are pertinent to the City of Harlingen. For example, public safety, homelessness, and transportation are some of the most complicated and serious policy issues faced by cities and the state currently, and ones that require solutions that are nuanced and thoughtful. What is right for one Texas city may not necessarily be right for others. We can confidently state that our team has industry-leading capabilities in the urban development space due to its multi-discipline, multi-sector, and multi-city expertise in the development of state and local policies to support and practical implementation of urban renewal and development initiatives.

Specifically, we have been working with the City of Denton since 2021, and last session, we successfully achieved passage of their priority pieces of legislation related to hotel occupancy taxes and public information. We have also participated with other similarly situated cities as well as the Texas Municipal League working together to prevent or mitigate damage from legislation that would negatively impact city governance or jurisdictional issues. We work very well and closely with our city contacts, including assisting with development of legislative proposals and priorities, presenting to the City Council as needed, and ensuring that City leadership has direct lines of communication to the delegation membership.

In addition to our work for the City of Denton, several additional examples of our work relevant to the City of Harlingen include:

- Served as team lead on legislation and funding issues related to red-light cameras and the Driver Responsibility Program, which included testifying before legislative committees, drafting legislation and talking points, and coordinating with a broad group of stakeholders (multiple sessions; Texas Hospital Association);
- Worked with the Legislature and Governor's office on a last-minute non-germane amendment to a bill related to Texas Crime Information Center data (86th Regular Session, 2019, Texas Council on Family Violence);
- Worked with Texas Department of Transportation staff on Prop 1 and Prop 7 funding issues (86th Interim, 2020, Vulcan Materials);
- Collaborated with mental health stakeholders such as the Texas Council of Community Centers on both policy and funding issues related to access to behavioral health services for individuals with intellectual and developmental disabilities (multiple sessions; ResCare, Texas Occupational Therapy Association, Children's Medical Center)
- Worked with U.S. Department of Transportation and Federal Railroad Administration to allow client to become the first railroad in the United States to be permitted to haul liquefied natural gas. (October 2015; Alaska Railroad)

- Drafted testimony for client to present before the U.S. House Transportation and Infrastructure Committee that enabled a favorable extension of an administrative deadline. (June 2015; Southern California Metrolink)
- Achieved several Transportation Investment Generating Economic Recovery (TIGER) Grants to help clients unlock large Federal transportation grants and funding opportunities. (2014-2015; multiple clients)
- As Chair of CapMetro, Jackson Walker Managing Partner Wade Cooper has worked with members of the legislature on a variety of matters involving transportation initiatives and support for local projects such as the re-construction of Interstate 35, Project Connect, and the Downtown Station of the Red Line.
- Worked with a bipartisan coalition on legislation extending Children's Health Insurance Program eligibility from six to twelve months (80th Regular Session, 2007, Texas Children's Hospital)
- Helped pass legislation creating a Certificate of Public Advantage, which is essentially a Texas solution to healthcare antitrust issues for rural hospitals, and subsequently helped client navigate the process at the state agency level (86th Regular Session, 2019, Community Health Systems)
- Represented a coalition of energy innovators to develop, help draft, and lobby passage of the most comprehensive portfolio of financial and regulatory incentives of their kind in the nation. This package included unique utilization of sales, property, severance, and franchise tax abatements, credits, and fund redirection.
- Joining together legal experts from both the development and environmental regulatory perspective, we successfully developed, helped draft, and lobbied passage of a comprehensive set of brownfield redevelopment programs in Texas, including the Voluntary Cleanup Program (VCP), the Innocent Owner/Operator Program (IOP), and the Municipal Settings Designation (MSD) program. We have remained active in the refinement and deployment of these programs in close partnership with the Texas Commission on Environmental Quality, the Texas Municipal League, and a wide range of developer and municipal stakeholders.

B. Description of respondent's experience in working with municipal law issues and other relevant legislation under consideration.

Jackson Walker's municipal law attorneys handle transactions from the city to the suburbs and beyond. Whether it is an urban redevelopment, industrial complex, or a brand-new neighborhood, we advise clients on regulatory issues, negotiate with public officials, agency staff, and other interested parties, present projects at public hearings, and negotiate agreements with agencies. We also help our clients devise and implement the most cost-effective approaches to their projects, and we are very experienced in managing the strategy and tactics involved in contested cases in the public arena.

The Jackson Walker Legislative team has specific experience working on municipal law issues because, as you are probably aware, the Texas Legislature over the past several sessions has grown increasingly interested in the matters of city governance. This interest has led to a vast increase in the number of bills filed that impact cities' day to day operations, whether that relates to city-run animal shelters, extraterritorial jurisdictional issues, regulation of certain types of city ordinances, or roadway operations. Our team is adept at covering the broad array of issues that impact cities, and provides on the ground coverage both in the interim and during the legislative session to ensure that the City of Harlingen would be apprised at all times of both legislation and conversations occurring that could affect the City. We work diligently to track bills, communicate with the local delegation about their impact, provide written or oral testimony on behalf of City as needed, and ensure that any necessary amendments are drafted and presented in a timely manner to ensure success. Last session, we tracked nearly 800 bills on behalf of our City client, provided weekly reports on both bills and hearings, and communicated with our points of contact on a near daily basis. Our goal is to make sure the City of Harlingen always has a voice at the Texas Legislature, and to make that voice heard in the most appropriate and effective manner on your behalf.

Additionally, because we are a full-service lobby team, we have access to real-time information from legislators and staff in a number of different policy areas that may indirectly impact the City or your priorities. Our connections and sources of information allow us to keep our clients knowledgeable as to what other issues may be arising.

Our current Legislative team has a professional history of representing businesses and associations, and have coordinated efforts with private consultants, representatives of government agencies, elected officials and staff as a method of achieving goals and objectives for clients. We are skilled at building statewide coalitions of stakeholders to achieve consensus and make progress on complicated issues. Furthermore, we have been public servants and active members of our community.

Our relationships with members of the legislative and executive branches of state government are both personal and professional, and we have a solid reputation for implementing winning strategies, as well as thoroughly understanding the intricacies of the legislative process, working with leaders of both major political parties, and finding solutions where others only see problems.

Some of our lobby practice highlights over the years include the following:

Environmental and Energy Policy

Attorneys and lobbyists throughout Jackson Walker's statewide offices have significant experience serving the environmental needs of clients in a broad range of industries.

- **Power generation technology** – Assisted in the drafting and passage of several pieces of legislation, the net result of which is the most comprehensive financial and regulatory incentive package in the nation for new electric power generation technology and related carbon dioxide storage projects, including enhanced oil recovery projects.
- **Steel manufacturing and recycling** – Passed targeted legislative initiatives to ease the compliance costs for members of the steel manufacturing and recycling industries, as well as the mining and reclamation industries.
- **Advanced biofuels** – Preserved key incentives and developed market protection mechanisms for the biodiesel industry and worked in concert with key statewide elected officials to establish the Texas Bioenergy Policy and Research Councils.
- **Renewable energy** – Preserved and extended key incentive programs essential to the continued growth of the renewable energy industry in Texas. We also assisted in the drafting and passage of a first-of-its-kind grant program for electricity storage projects related to renewable energy that could pave the way for utility scale solar energy projects and further expansion of Texas wind energy.
- **Special utility districts** – Drafted and assisted in the passage of legislation to create special utility districts, including one of the largest, geographically, in the state.

Public Utilities

The Legislative section's experience includes service to public utilities such as electric, water, and wastewater.

- **Rulemaking** – Evaluated rule proposals, drafted comments and reply comments, and coordinated meetings with Commissioners and Public Utility Commission (PUC) of Texas staff regarding rule proposals, and oral presentations on rulemaking matters.
- **Administrative Proceedings** – Represented clients in administrative proceedings and consultations concerning creation and permitting of water and wastewater utilities, including transfers of permits and certificates issued by TCEQ, rate cases, defense of permit violations, and other enforcement proceedings before TCEQ.

Agriculture

Attorneys in the Legislative section have served the agricultural industry throughout Texas for decades. Examples of the areas in which Jackson Walker attorneys have assisted these clients are listed below:

- **Agriculture Product Container Disposal Task Force** – Represented clients in evaluating regulation of hazardous waste residue in grain and other agriculture product containers for permit-exempt regulation.
- **Animal Health Regulatory Actions** – Drafted statutory language and regulation language for Brucellosis and tick regulations.
- **Wastewater / Air Environmental Regulations** – Represented clients before TCEQ and Texas Legislature relating to permit-exempt regulation
- **Endangered Species Regulation** – Represented clients in negotiations with U.S. Fish & Wildlife Department concerning potential endangered species modification and actions necessary to avoid need for an incidental take permit.

- **Water Rights** – Drafted legislation, served on committees to create language for legislation on water rights and other private property issues.
- **Taxation** – Drafted and helped pass legislation for taxation based on value of agriculture land.

Healthcare

Jackson Walker's healthcare lobbying team has over 40 years of experience dealing with an ever-changing healthcare landscape in Texas. Our experience includes:

- **Legislative and Regulatory Issues** – Representing client interests on matters pending before the Texas Legislature and various state and federal regulatory agencies; resolving regulatory and legislative issues with the Texas Health and Human Services Enterprise agencies, and the Sunset Advisory Commission on behalf of healthcare providers, healthcare trade and professional associations, and higher education; providing guidance and counsel during an agency's rulemaking process.
- **Medicare and Medicaid** – Advising healthcare clients on Medicaid reimbursement and billing issues and hospital financing issues; assisted clients in contract negotiations and management.
- **State Appropriations Process** – Advising clients on and during the interim legislative appropriations request process; guiding clients through the state's biennial budget process during session, including drafting and submission of budget riders and agency funding requests.
- **Healthcare Workforce Issues** – Representing client interests before the Legislature and various healthcare licensing bodies on issues related to clinical practice and education of healthcare professionals in Texas.

C. Provide a sampling of written testimony and/or legislative report.

Please see Attachment A for our End of Session 88th Regular Session—Update.

D. Provide the resumes and qualifications of the lobbyist(s) that would be working on behalf of the City of Harlingen.

Denise Rose, Lead Lobbyist

Partner, Austin

512.236.2075 | drose@jw.com

Biography

When Denise Rose came to Jackson Walker, her primary experience was in the healthcare arena; however, in the time she has been at the Firm, she has expanded her practice across the business spectrum. Denise continues to work successfully for a broad array of clients on their legislative and regulatory issues, whether those issues are environmental, healthcare, local government, licensing, or procurement focused. She is adept at navigating the nuanced and complicated Texas budget process and has successfully helped clients achieve their goals.

Denise has been working in and around the Texas Capitol for nearly two decades, and her strength is a deep knowledge of the legislative process and the people involved. She has cultivated relationships throughout the Texas Capitol and in state agencies. Denise provides effective strategic counsel to clients on a wide variety of issues, including but not limited to Medicaid and hospital finance, special utility districts, occupational licensing, health care quality, and agency rulemaking processes and requests for proposals. Denise is adept in the legislative drafting process. She represents non-profit organizations, nationally ranked hospitals, and Fortune 500 companies at the Capitol.

Prior to joining Jackson Walker, Denise served as Assistant Vice President for Legislative Affairs at the Texas A&M Health Science Center, where her work was primarily focused on the Health Science Center's budget needs for the state's healthcare workforce. Prior to the A&M Health Science Center, Denise served as the Senior Director of Government Relations at the Texas Hospital Association. She has years of experience tracking and analyzing legislation specific to hospitals and health-related institutions, and she has also drafted legislation, amendments, and expert witness testimony on various topics, as well as legislative appropriations requests and budget riders.

Previously, Denise served as the Government Relations Liaison for Texas Children's Hospital and as a policy analyst at the Sunset Advisory Commission. She began her career at the Capitol as a Health Law Legislative Fellow for State Representative Vicki Truitt.



Practice Areas

- Government Relations & Public Policy
- Healthcare & Life Sciences
- Environment & Natural Resources

Experience

- Energy Regulation & Governmental Affairs
- Government Affairs
- Government Contracts & Procurement
- Healthcare Legislative & Governmental Issues
- Insurance Administrative, Investigative, and Regulatory Matters

Education

B.S., University of Oklahoma

J.D., University of Houston Law Center

Bar Admissions

Texas

Areas of Focus

- State Budget Issues, including Hospital Finance, Medicaid and CHIP, and Higher Education Funding
- Public Health Policy
- Special Utility Districts
- Legislative drafting
- Environmental quality issues
- Health insurance, including commercial and Texas Medicaid Managed Care
- Healthcare Quality Initiatives
- Healthcare Workforce Issues
- Sunset Commission Reviews

Career Highlights

- Helped create the structure and wrote subsequent legislation that modernized the method by which Texas' graduate medical education programs are funded.
- Assisted hospital client in passage of legislation creating a Certificate of Public Advantage and helped client successfully navigate this process at the state level.
- Assisted multiple hospital systems in recouping over \$3 million in Medicaid payments.
- Successfully assisted a special utility district in passing legislation allowing them to dissolve.
- Helped pass legislation creating local provider participation funds, which give hospitals the ability to access additional federal funds for indigent healthcare. Passage of this legislation could result in \$16 million in additional funding for hospitals in Dallas, San Angelo, Cedar Park, and Lufkin.
- Helped secure the largest funding increase in history for Family Violence program services.
- Succeeded in obtaining the first significant rate increase for Meals on Wheels providers since 1993.
- Helped pass legislation requiring all Texas Medicaid managed care plans to be accredited.
- Assisted in the passage of legislation creating an independent medical review process for Texas Medicaid managed care denials and appeals.
- Secured funding for a Mobile STEM lab program in areas of the state impacted by natural disasters.
- Helped pass legislation allowing Texas dental hygienist to administer local anesthesia.
- Assisted in securing funding eliminating the copay for reduced price breakfasts for qualified Texas students.

Recognition & Accolades

- Supporter of Women Award, Pink Granite, 2021
- Top Hired Gun, *Capitol Inside* Lobby Power Rankings, 2021 and 2023
- Rising Star, *Capitol Inside* Lobby Power Rankings, 2019

Community Involvement

- Texas Bar Foundation, Fellow, Class of 2020
- Leadership Texas, Class of 2020
- Children's Advocacy Centers of Texas
 - Board of Directors, 2015-2023
 - Women of Courage Member
- Travis County Women Lawyer's Association
- Texans Care For Children
 - Board Member

Treasurer

- GirlForward Texas Chapter, Founding Board Member, 2015-2016
- Wine and Food Foundation of Texas, Membership Committee
- Dress for Success Austin, Advisory Committee
- Mobile Loaves and Fishes, Volunteer
- GENAustin, Volunteer
- Texas Association of Business' State PAC (BACPAC), Board Member

Kate Goodrich

Government Affairs Consultant, Austin

512.236.2086 | kgoodrich@jw.com

Biography

Kate Goodrich is a governmental affairs consultant in the Austin office. She started her career as a federally registered lobbyist in Washington, D.C., and grew to become a senior advisor to legislators at the Texas Capitol. As the former General Counsel and Deputy Committee Director of the Texas Senate Health and Human Services Committee, Kate assisted in the development of numerous complex pieces of legislation and monitored the financial appropriations processes for large state agencies. She has also worked as a policy advisor in the Senate Finance Committee and the Senate Natural Resources and Economic Development Committee. Previously, as a lobbyist in Washington, D.C., Kate worked directly with U.S. Senate and House of Representatives staff to draft and amend strategic policies on behalf of her clients.

Since joining Jackson Walker, Kate has worked on several significant issues on behalf of her clients in a wide variety of subject areas. In the transportation space, she worked in conjunction with multiple state agencies and local municipalities to save her client significant capital investment and to unlock bureaucratic slowdowns. She has also worked extensively on affordable housing development and public facility corporation legislation, as well constitutional issues, including closely monitoring border security and foreign land ownership legislation.

Kate's background in state and federal government gives her an in-depth and practical knowledge of the legislative and appropriations processes. She is a respected member of the governmental affairs community and has forged deep relationships at the Capitol and beyond.

Kate earned her J.D. at the University of Texas School of Law. While in law school, Kate interned for Hon. Robert Pitman in the Western District of Texas. She also participated in the Legislative Lawyering clinic, while simultaneously serving as an attorney ad litem for children in foster care in the Children's Rights Clinic. Kate received a M.A. in Global Affairs from Trinity College in Dublin, Ireland.



Practice Areas

- Environment & Natural Resources
- Government Relations & Public Policy
- Healthcare & Life Sciences

Experience

- Energy Regulation & Governmental Affairs
- Government Affairs
- Government Contracts & Procurement
- Healthcare Legislative & Governmental Issues
- Insurance Administrative, Investigative, and Regulatory Matters

Education

B.A., *magna cum laude*, The University of Texas at Austin

M.A., Trinity College, Dublin, Ireland

J.D., The University of Texas School of Law

Bar Admissions

Texas

LaRessa Quintana

Government Affairs Consultant, Austin

512.236.2207 | lquintana@jw.com

Biography

LaRessa Quintana serves on the Government Relations & Public Policy team in Jackson Walker's Austin office.

Prior to Jackson Walker, LaRessa worked at an Austin lobbying firm serving businesses, nonprofits, and associations at the municipal and state level. She also gained hands-on experience at the Texas Capitol as a fellow of the 2019 Moreno/Rangel Legislative Leadership Program sponsored by the Mexican American Legislative Leadership Foundation. Through the program, she worked as a legislative assistant to state Rep. Mary Ann Perez (D-Houston) during the 86th Legislative Session.

She also has a rich background in political campaign management. Drawing on her participation in the Blue Leadership Collaborative, a national accelerated program focused on training and building a pipeline of diverse campaign managers, LaRessa has led successful campaigns at the local level, including the Austin Housing for All affordable housing initiative and Councilwoman Vanessa Fuentes's Austin City Council District 2 campaign.

LaRessa stays involved in the Austin community and currently serves as a board member for the nonprofit The New Philanthropists and is a past board member of the Young Hispanic Professional Association of Austin. She also served as a Campaign Manager for Austin Housing for All in 2022.

Recognition & Accolades

- Rising Star, Young Hispanic Professional Association of Austin, 2021
- Change Makers List, Austin Woman Magazine, 2024

Community Involvement

- Board Member, Young Hispanic Professional Association of Austin, 2021
- Board Member, The New Philanthropists
- Board Member, American YouthWorks
- ATXelerator, 2021
- Moreno/Rangel Legislative Leadership Foundation Fellow, 2019



Practice Areas

- Government Relations & Public Policy

Experience

- Government Affairs

Education

B.A., Southwestern University

E. List of current and recent clients for whom lobbying services have been provided to include successful lobbying efforts with each as applicable.

Client Name	Contact	Contact Information	Description of Representation
Texas Council on Family Violence PO Box 163865 Austin, TX 78716	Gloria Terry, CEO	512.627.5295 gterry@tcfv.org	Assisted TCFV in receiving the largest Exceptional Item funding increase in the organization's history; provide strategic advice on domestic violence and public safety issues
Chisholm Trail Special Utility District P.O. Box 852 Georgetown, TX 78627-0852	Delton Robinson, Former Board President	214.886.4206 deltonrobinson@suddenlink.net	Passed legislation allowing the District to dissolve against strong opposition
Vulcan Materials 800 Isom Road, Suite 300 San Antonio, TX 78216	Zach Dooley, Manager, Community & Government Relations Southwest & Mountain West Divisions	210.609.6806 dooleyz@vmcmail.com	Worked with client on a variety of policy issues, including aggregate production operation regulations and legislation, transportation funding and policy, and litigation
Texas Occupational Therapy Association 1106 Clayton Lane, Suite 516W Austin, TX 78723	Judi Joseph, OTR, MA, CDRS Executive Director	713.408.1217 Judith.joseph@tota.org	Assist client with all policy matters, including funding, health care workforce issues, conference presentations, PAC issues, tracking legislation and rulemaking

Please see the following page for our list of current and recent clients.

CLIENT LIST

- Best Friends Animal Society
- City of Denton
- Community Health Systems Professional Services Corporation
- Double Diamond
- Friends of Texas Seniors
- Helena Agri-Enterprises, LLC
- Jackson Walker L.L.P.
- Learning Undefeated
- My Eye Doctor
- Sellers Dorsey
 - LifeWise
 - Outreach Health
 - Scene Health
 - SteadyIQ
- Share Our Strength/No Kid Hungry
- South Texas Electric Cooperative, Inc.
- StationMD
- Texas Association of Broadcasters
- Texas Council on Family Violence
- Texas Dental Hygienists Association
- Texas Occupational Therapy Association, Inc.
- The KidzClub
- Vulcan Materials Company
- Zimmerman Properties

- F. Certify that respondent is currently registered as a lobbyist under Texas law and Texas Ethical regulations or are legally not required to register under Texas law and Texas Ethical regulations.**

Jackson Walker lobbyists are currently registered as lobbyists under Texas law and Texas Ethical regulations.

- G. Certify that respondent is not currently, or has been in the past, subject to an ethical, civil or criminal investigation or complaint for violating Texas law and Texas Ethical regulations regarding lobbying activities. If so, please explain and describe the final outcome of any such investigation or complaint.**

Jackson Walker is not currently and has not been subject to an ethical, civil or criminal investigation or complaint for violating Texas law and Texas Ethical regulations regarding lobbying activities.

- H. Provide the amount of Funding leveraged for previous clients and a statement the firm can comply with the “Scope of Work” outlined in the RFQ.**

In the 2023 legislative session, we successfully achieved appropriations totaling \$39.9 million in state funding for our clients. We are confident that we can comply with the Scope of Work outlined in the City’s RFQ.

ATTACHMENT A



MEMORANDUM

TO: All Clients

FROM: Denise Rose, Kate Goodrich and LaRessa Quintana

DATE: June 5, 2023

RE: End of Session 88th Regular Session—Update

The 88th Regular Session will go down in the history books for a number of reasons. The session began with a record setting surplus, ended with an impeachment of a statewide elected official for only the third time in Texas history, and included (another) ice storm and an expulsion of a House member for the first time in nearly 100 years. Although the regular session ended on the constitutionally required 140th day (Monday May 29), due to several priority issues remaining unresolved, Governor Abbott immediately called the legislature back in to assemble for what he forecasted would be the first of multiple special sessions. On the First Called Session's agenda are two items: property tax relief via reducing the school district maximum compressed tax rate, and border security. As of this writing, the house last Tuesday passed a property tax bill according to the Governor's call and immediately adjourned "sine die" once again. The senate has yet to take action on property taxes, the main disagreement being the method by which to allocate the additional \$12.3 billion dollars of property tax cuts—via an increase in the homestead exemption (Lt. Governor Patrick's preferred approach) or school district compression (the House/Abbott approach).

The session started with a bang in January when Comptroller Glenn Hegar announced the state's Biennial Revenue Estimate (BRE) to be a whopping \$32.7 billion dollars, and as session continued, the excitement nor the pace never seemed to slow. Early on, all three Republican leaders announced their legislative priorities, yet the only priorities the "Big Three" (as we commonly refer to Governor Greg Abbott, Lieutenant Governor Dan Patrick, and Speaker Dade Phelan) had in common were cutting property taxes, border security, and school safety. Governor Abbott's priorities also included school vouchers and ending COVID-19 restrictions forever. In the senate, Lt. Governor Patrick's priorities were laid out as Senate Bills 1-30 and included, among other items, legislation continuing to improve the electrical grid, parental choice in education, banning children's exposure to drag shows, ending child gender modification and banning critical race theory in higher education. Speaker Phelan slowly rolled out his priorities throughout February, and they included issues such as improving broadband and water infrastructure, expanding access to mental health services, data privacy and protection of minors, expanding Medicaid access to postpartum mothers, teacher recruitment and retention, and creation of a specialized business court system.

Between both chambers, members filed a total of 8,046 bills (if including HJR's and SJRs, the total moves up to 11,807). This is noteworthy because it is **1,119 more bills than were filed last session**. So far, the Governor has signed 317 bills into law, and he has vetoed two (H.B. 279 by Rep. Jetton; relating to the prosecution and punishment of the offense of trafficking of persons, and S.B. 1615 by Sen. Zaffirini; relating to the cosmetology licensure compact). The Governor has until June 18 to sign or veto bills, or to line item veto the budget.

On the Monday prior to the first day of session, when Comptroller Hegar provided lawmakers with his BRE, he declared this unprecedented amount of funding a "historic moment" and a "once in a lifetime opportunity" for the legislature. These numbers were a 26 percent increase in revenue from the last biennium. All but \$10 billion, which is reserved for the state highway fund and the Economic Stabilization Fund (also known as "the Rainy Day Fund") was available to the legislature to spend. As session came to a close on May 29th, conversations between the house and senate were still ongoing as decisions on property taxes had not been made. In the end, legislators allocated half of the \$32.7 billion surplus they had at their disposal and passed a \$321.3 billion state budget, allocating significant amounts of money toward: tax cuts, mental health access, pay raises for state employees, border security, state parks expansion, the state's energy grid, and infrastructure for broadband and water.

Priority leadership bills that made it over the finish line included S.B. 14 (Campbell) which bans puberty blockers and hormone treatments for transgender children, H.B. 6 (Goldman) which allows prosecutors to pursue murder charges against people who sell fentanyl, H.B.12 (Rose) which expands the duration of services provided under Medicaid to women following a pregnancy, and H.B. 1500 (Holland), which was the Public Utility Commission's sunset bill that ended up containing provisions from other priority legislation related to securing the state's grid. Among the highly contested bills that died were S.B. 147 (Kolkhorst), which would have restricted foreign countries from buying land in the state, H.B. 2744 (T. King), which proposed to raise the legal age to buy a semiautomatic weapon to 21, and S.B. 8 (Creighton), which created education savings accounts.

A legislative session almost always has at least one historical moment and this one contained multiple. First, the house voted to expel one of its own members for the first time since 1927. Rep. Bryan Slaton was removed in early May after the House General Investigating and Ethics ("GIE") Committee found that he "provided alcohol to a minor, abused his official capacity, and committed official oppression." Then, again on the recommendations of the House GIE Committee, on the last weekend of session the house voted 123-21-2 to impeach Attorney General Ken Paxton. The senate is now required to carry out the trial portion of the impeachment, which must be completed no later than August 28th.

In addition to the current special session, Governor Abbott released a statement on May 29th that "many critical items remain that must be passed," and that he would be adding "only a few" to each special session "to ensure that each priority received the time and attention it deserves..." To date, other than the two items on the current special session call, he has only named "expanded school choice" as another critical item that needs to be addressed.

As always, we thank you for your patience and flexibility over these last five months, and we remain grateful to represent you and be your voice at the Texas Capitol. If you have specific questions about particular bills or budget items, please reach out to me, Kate, or LaRessa directly. We will keep you posted as things start to take shape for the special session(s), and any other developments from the veto period over the next few weeks.

CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: DR Title: Partner

Typed Name: Denise Rose Company Name: Jackson Walker LLP

Phone No.: 512.236.2075 Fax No.: 512.391.2175

Email: drose@jw.com

Bid Address: 100 Congress Avenue, Suite 1100 Austin TX 78701
P.O. Box or Street City State Zip

Order Address: 2323 Ross Avenue, Suite 600 Dallas TX 75201
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-0764921

DUNS No.: 080738628

Date: January 24, 2024



CONFIDENTIAL INFORMATION

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EXISTENCE OF ATTORNEY-CLIENT RELATIONSHIP

To obtain legal counsel or legal services from Jackson Walker LLP, you must first establish an attorney-client relationship with the Firm. This document does not establish an attorney client relationship with Jackson Walker or any individual attorney at Jackson Walker. Until you have received an engagement letter from the Firm, do not disclose or send any information or documents that you consider private or confidential.

CITY OF HARLINGEN

PROPOSAL FOR LOBBYING SERVICES RFQ# 2024-05

**Submission by:
DELISI COMMUNICATIONS
January 2024**

D E L I S I

DELISI

Mr. Gabriel Gonzalez, City Manager:

Delisi Communications appreciates the opportunity to be a part of the City of Harlingen's search for Texas lobbying services. We have the personnel, expertise, and experience to help Harlingen continue its success, and we look forward to a strong, collaborative working relationship.

Located a short walk from the Texas state capitol, Delisi Communications is a full-service government relations and strategic consulting business focused on impacting legislation, policy, and regulation on behalf of our clients. We bring together a wide range of knowledge and expertise regarding the political and policy landscape in Texas. We specialize in finding innovative and creative solutions for our clients' needs, as well as searching for new opportunities that further each client's policy objectives.

Delisi Communications has years of experience working with all levels of local, state, and federal government, including close relationships with members of the Texas Legislature, the Office of the Governor, and executive state agencies. Drawing on our diverse backgrounds and on our specific understanding of economic development, infrastructure, taxation, and state budget issues, we know we will be effective advocates for the City of Harlingen.

We hope that the enclosed proposal makes clear our commitment to advocacy on behalf of local governments in Texas, as well as our expertise in the associated legislative, administrative, and budgetary processes. We have received the SOQ and related Addenda, and all information submitted within this SOQ is true and correct. Delisi Communications currently represents Doctors Hospital at Renaissance, located in the Rio Grande Valley, and Half Associates, which is working on several infrastructure projects in the area.

Thank you again for the opportunity to submit this proposal. As we move through this process, we look forward to sharing the successful history of our firm and our legislative record in Texas, as well as learning more about the specific goals of Harlingen.

Regards,



Deirdre Delisi
Delisi Communications
(512) 751-5350

CERTIFICATIONS AND DISCLOSURES

The following person is authorized to execute a contractual document on behalf of the Respondent, as well as answer all questions related to this Statement of Qualifications:

Deirdre Delisi
1210 Nueces Street
Austin, TX 78701

(512) 751-5350
deirdre@delisi.com

No representative of Delisi Communications has conspired with any other potential Respondents in any manner to attempt to control competitive pricing.

Delisi Communications is a duly qualified, capable, and otherwise qualified business entity not in receivership or contemplating same and has not filed bankruptcy.

Delisi Communications is not a party to any material civil or criminal litigation or pending investigation which involves the firm or in which the firm has been judged guilty.

Each representative of Delisi Communications is currently registered as a lobbyist under Texas Law and Texas Ethical regulations.

No representatives of Delisi Communications have been subject to an ethical, civil, or criminal investigation or complaint for violating Texas law or Texas Ethical regulations regarding lobbying activities.

Delisi Communications is able to comply with the Scope of Work outlined in the City of Harlingen's Request for Qualifications # 2024-05.

GENERAL EXPERIENCE

The team at Delisi Communications has decades of involvement with all branches and levels of government in Texas, and also has extensive experience in communications, public relations, grassroots advocacy, and coalition building. Members of the staff have served as appointed executive officials, chiefs of staff, campaign managers, general counsels, public relations consultants, speechwriters, legislative parliamentarians, committee directors, and policy analysts. In the Texas Legislature, Delisi Communications has productive relationships with members of both the House and Senate and with members of both political parties, including strong connections with members of the Rio Grande Valley delegation.

Delisi Communications has extensive experience representing public and private entities of all sizes, including Fortune 15 companies, transportation and infrastructure interests, major hospital systems, energy companies, local governmental entities and coalitions, technology companies, and numerous statewide associations, including several located in South Texas.

A full list of Delisi Communications' current and former lobby clients can be found on the Texas Ethics Commission website at www.ethics.state.tx.us/search/lobby/

As a full-service government relations team, Delisi Communications has experience at all points in the legislative process, including bill drafting, bill tracking, preparing talking points and legislative support documents, securing bill sponsors, organizing legislative testimony, lobbying legislators, coordinating stakeholders, building coalitions, crafting amendments, analyzing procedural points of order, reviewing the state budget, and monitoring the veto period. Delisi Communications undertakes all of this legislative procedure and advocacy while remaining mindful of the personalities and politics involved in passing and defeating legislation, as well as the critical role played by state agencies through rulemaking and implementation.

Outside of the legislative process, the Delisi Communications staff has significant experience drafting informational newsletters and other supporting documents for clients and their members, providing presentations at professional conferences and symposiums, drafting editorials and news articles for publication, writing speeches and political communication, administering political action committees, managing political campaigns, and providing consultant services on a wide range of issues.

Delisi Communications believes there are three components to a successful governmental relations effort: policy expertise, strategic relationships, and tireless advocacy. The team at Delisi Communications excels in all three and, as a result, has a strong record of success on behalf of the firm's clients.

SPECIFIC EXPERIENCE

Delisi Communications is strongly positioned to provide Texas state lobbying services for the City of Harlingen because of the overall diversity of our skills and the depth of our knowledge on issues important to local governments, as well as our experience with issues important to Harlingen and the Rio Grande Valley.

On state fiscal matters, members of the Delisi Communications team have crafted statewide tax reform initiatives, served as senior capitol staff writing the Appropriations Act, and worked as lobbyists monitoring and reviewing the state budget while successfully crafting budget riders and amendments on behalf of our clients. Over the history of our firm, we have worked with our clients through the legislative budget process and state agency administration of those funds to secure hundreds of millions of dollars.

On matters of municipal regulations, Delisi Communications has assisted clients at all levels of government, including city, county, state, and federal. In addition to representing several local governmental entities, we have assisted clients in navigating intergovernmental regulations of a variety of policy areas, including hotel occupancy taxes and land use.

On matters related to economic development, the Delisi staff has represented clients seeking reform in the system of incentives and awards for state grants and contracts, as well as numerous clients seeking awards of federal grants and state procurements. We have also represented innovative companies seeking to introduce new technology and spur new job growth in Texas.

On matters of infrastructure and transportation, Delisi Communications has represented clients who were stakeholders in major projects related to ports, rail, road construction, and water usage, including water drainage projects. We have also represented companies in the energy services industry, including companies undertaking wastewater disposal. The Delisi team includes a former chair of the Texas Transportation Commission and a leading expert on state and national transportation policy, who has assisted in recent statewide efforts to increase funding for transportation projects and access to transportation options.

In sum, Delisi Communications has represented many local governmental entities, public sector clients, non-profit entities, and government contractors at the Texas capitol, as well as clients located along the Gulf Coast and in South Texas. Some of our current and former clients include:

City of Port Aransas, a beach community and travel destination in Nueces County

City of Stephenville, the county seat of Erath County and home to Tarleton State University

Austin Transit Partnership, a local government corporation responsible for the day-to-day planning, financing, and oversight of Austin Light Rail and related transit improvements

San Antonio Chamber of Commerce, an advocate for San Antonio's business community and charged with supporting the area's military installations, infrastructure, economic development, and workforce

Port of Corpus Christi, the fifth largest port in the United States in total tonnage

City of Mission, one of the fastest-growing metropolitan areas in the country, located in Hidalgo County

Downtown Austin Alliance, a non-profit organization that partners with businesses, civic organizations, and cultural institutions to implement initiatives in the Public Improvement District located in downtown Austin

Border Region Infrastructure Development Group (BRIDG), a coalition of transportation and infrastructure stakeholders in South Texas pursuing funding through the Texas Coordinated Border Infrastructure Program

Texas State Aquarium, a non-profit aquarium located in Corpus Christi, dedicated to promoting environmental conservation and rehabilitation of the wildlife of the Gulf of Mexico

OTHER ADDED-VALUE SERVICES

In addition to providing exemplary state lobbying services in Texas, Delisi Communications provides several other services to its clients. Most often, these additional skills are utilized as part of the larger lobbying effort conducted by the firm, but sometimes clients seek out Delisi Communications to provide a specific service described below.

First, Delisi Communications provides professional communications and public relations assistance. Members of the team at Delisi Communications have experience serving as an editorial writer, speechwriter, scriptwriter, press secretary, campaign consultant, and communications director. Additionally, firm

DELISI

founder and President, Ted Delisi, often provides insight and analysis as a political pundit on various television and media outlets.

Second, the Delisi Communications staff provides impressive analysis of and access to federal government affairs. Whether informal insight into congressional activity and politics, or formal consulting and lobbying services, the firm helps clients navigate federal issues and institutions. Delisi Communications has deep political connections in Washington D.C., having served as senior staff or campaign consultants to several Senators, members of Congress, and executive officials.

Finally, and most critically, Delisi Communications provides expertise in technical, procedural, and legal matters at the Texas Legislature. The General Counsel at Delisi Communications has spent two decades working with the Texas Legislature as an attorney and consultant, having professionally drafted thousands of legislative documents and analyzed hundreds of pieces of legislation for potentially fatal procedural defects. He has also worked on both the House and Senate floors providing procedural assistance to parliamentarians and legislators. These technical skills of legislative drafting, parliamentary expertise, and legal analysis give Delisi Communications' lobby clients an unparalleled edge in the legislative process.

EXAMPLES OF RELEVANT EXPERIENCE

Throughout its history, Delisi Communications has represented a variety of governmental entities, non-profit entities, and entities pursuing and implementing public sector contracts. Described below are just a few examples of specific legislative and regulatory victories achieved in recent years on behalf of public sector clients and clients located along the Gulf Coast and in South Texas.

PORT OF CORPUS CHRISTI

Delisi Communications was initially retained by the Port of Corpus Christi to assist in developing a new Harbor Bridge. At the time, the Port had not developed a long-term strategic plan, and there was no federal, state, or local funding identified for the project. It was possible that the Texas Department of Transportation (TxDOT) would choose to repair the existing bridge, rather than replace it.

Working in close partnership with the Port, the mayor, the Nueces and San Patricio county judges, TxDOT representatives, and the local economic development corporation, Delisi Communications worked to build support for the project through coalition-building and message development. Similarly, Delisi Communications developed a strategy to identify sources of funding for the project. Working with TxDOT, Delisi Communications identified \$300 million in federal bridge money for

the project and then worked with the local community to examine options for raising the \$100 million needed for a local match. The Delisi team then secured state funding through TxDOT. This process included working with the local elected officials, financial advisors, port stakeholders, and the Texas Transportation Institute. Through a process of demonstrating local support for the project, the economic and safety benefits to the region of the project, and bringing TxDOT commissioners to Corpus Christi to witness first-hand the need for the project, the project was funded and put out to bid. A winner was selected earlier this year, with an expected cost of almost \$900 million.

Another project involved working with the Port of Corpus Christi, the City of Corpus Christi, and Nueces and San Patricio Counties to develop a \$100 million funding package for the Harbor Bridge project. Nueces and San Patricio Counties expressed interest in using the state's Tax Reinvestment Zone (TRZ) program to raise their portion of the local match. The state statute at the time, however, required that the development of a transportation project must be wholly contained within the jurisdiction of the municipality or county establishing the TRZ. This limitation was not beneficial to communities like the Coastal Bend, because transportation projects such as the Harbor Bridge are often of regional importance and may need to cross municipal and county lines to be functional, effective, and worthy of investment.

To remedy this, Delisi Communications recruited legislative sponsors to draft, file, and pass legislation through the House and Senate authorizing local governments to jointly administer TRZs. We developed the messaging and talking points for the legislation, built coalitions in support of the legislation, and kept it moving through the process from filing to the governor's signature.

S&B INFRASTRUCTURE

S&B Infrastructure faced the challenge of securing state funding for the Raymondville Drain Project to store, conserve, develop, and distribute stormwater for the purposes of environmental mitigation and preservation, as well as to provide asset protection to ensure the continued economic development and growth along flood-prone areas in Hidalgo and Willacy Counties.

Delisi Communications developed an initial plan to pursue a direct appropriation for the Raymondville Drain, but with budget constraints during that legislative session, combined with the Legislature's desire to overhaul the Texas Water Development Board (TWDB), that goal was going to be very difficult to accomplish. Instead of a direct appropriation, Delisi Communications identified excess funds within existing programs at the TWDB, drafted a budget rider that would sweep those funds into a Water Assistance Fund, and made those funds available as a competitive grant to projects like the Raymondville Drain. After adoption of that rider, the Delisi team

assisted S&B in submitting an application for the Raymondville Drain Project, securing approximately \$5.6 Million.

Delisi Communications subsequently worked with the Texas Commission on Environmental Quality (TCEQ) and TWDB to obtain required permits and to mitigate regulatory hurdles as necessary to expedite the project. They also worked to educate stakeholders on the importance of the project, the potential for another round of grant funding through the Water Assistance Fund, and the identification of additional sources of grant funding and other financing options.

DOCTORS HOSPITAL AT RENAISSANCE

Doctors Hospital at Renaissance (DHR) is one of the largest physician-owned facilities in the United States and offers some of the most comprehensive medical care in the Rio Grande Valley. Delisi Communications has assisted DHR in its growth from an ambulatory surgical center to a fully accredited 530-bed hospital with a Women's Hospital, inpatient mental health facility, Cancer Center, and outpatient surgical center. DHR provides over 60 specialties and has been ranked among the nation's 100 Top Hospitals.

Delisi Communications first began working with DHR in 2010 on a complex Medicaid finance issue, creating a coalition of rural and underserved hospitals from around the state in order to successfully change the formulas to equalize and standardize how Texas pays hospitals for procedures in Medicaid. This was the first significant payment methodology change in how hospitals were reimbursed in Medicaid for over 20 years. In 2013, Delisi Communications assisted in the legislative efforts to help create a single large combined university in the Rio Grande Valley (UT-RGV) as well as establish a full 4-year medical school with the primary clinical and research facilities based in McAllen.

In the 2013 legislative session, DHR was also examining ways to participate in a federally approved waiver that required that local or state funds be used to draw down federal matching funds. With no state funding available and local tax dollars in Hidalgo County very scarce, DHR and Delisi Communications employed an innovative strategy to pass a law to allow the county to self-assess a fee on local hospitals that would be matched with federal dollars in order to fund indigent health care services. The bill, signed into law by Governor Perry, created over \$40 million in new funds for local indigent health care. In the 2015 and 2017 sessions, over a dozen local governments and their local hospitals worked to emulate a similar innovative strategy.

BIOGRAPHICAL INFORMATION FOR KEY STAFF

TED DELISI

Founder and President

Ted Delisi formed his own government relations and political affairs firm, Delisi Communications, after successfully directing legislative, Congressional, and statewide campaigns in Texas and across the nation. He brings nearly two decades of experience in political strategy, government relations, media, and grassroots advocacy.

In 2005, *Texas Monthly* named Ted and his wife, Deirdre, as two of the most powerful 25 political leaders in Texas politics. Ted began his career in electoral politics by successfully directing two Texas Senate campaigns, which proved decisive in achieving a Republican majority in the Texas Senate for the first time since Reconstruction. Ted then assisted the first Republican Hispanic candidate to win statewide office in Texas, helping Tony Garza through a successful primary and general election. Ted also served as press secretary and communications director for then-Attorney General John Cornyn, where he managed a large communications and speechwriting staff. From there, Ted served as a consultant to various Senate, Congressional, and national party efforts across the nation.

As founder of Delisi Communications, Ted has built a government relations firm representing a diverse group of clients, including leaders in the fields of healthcare, education, energy, infrastructure, technology, and finance. Delisi Communications provides turnkey solutions for corporate government relations and public relations efforts. Ted also currently serves as the Executive Board President of Goodwill of Central Texas. In addition, Ted appears weekly as a political commentator on an Austin television news program, and his quotes and editorials appear regularly in the pages of newspapers across the state, as well as at the Texas Tribune, the state's most popular source for online political coverage. In the Texas capitol and among fellow lobbyists, Ted is considered an insider with access to the highest levels of influence.

Ted is a graduate of Vanderbilt University with a BA in Political Science.

DEIRDRE DELISI

Principal

For the better part of a decade, Deirdre was a policy and political advisor to Texas Governor Rick Perry, including serving as his Chief of Staff from 2004 to 2007. While serving in that role, Deirdre managed the policy, budget, legislative, and

DELISI

communications staff for Governor Perry and assisted in the passage of Governor Perry's tort reform, Medicaid reform, border security, and education reform initiatives. Her tenure as Chief of Staff was marked by the successful, bipartisan effort to reform the Texas tax system and conform the state's school finance system to Constitutional requirements. According to one observer, "The reform of school finance in 2006... was one of the great achievements of the Republican era in Texas politics. It was a responsible resolution of a crisis." In May 2008, Governor Perry appointed Deirdre to serve as Chair of the Texas Transportation Commission, where she served as a strong manager on transportation issues and cemented her reputation as a tough, fair, and knowledgeable leader at the Texas capitol.

Deirdre's work as Chief of Staff to Governor Perry and as Chair of the Texas Transportation Commission has afforded her a wealth of experience and political connections. She has assisted officeholders with policy, budget, legislative, and communications issues, and has established relationships with countless elected and appointed officials and key staff across Texas government. Deirdre is also regarded as one of Texas' leading experts on infrastructure, transportation, energy, economic development, and the state budget, and retains close contacts throughout the legislative and executive branches. Capitol Inside has honored Deirdre as one of the most powerful political and government advisors in Texas, noting, "While Delisi can play rough if needed, she would rather out-think the competition."

Deirdre graduated *magna cum laude* from Duke University with a BA, with honors, in Political Science and Comparative Area Studies, and she received her MA in International Policy Studies from Stanford University.

DYLAN MATTHEWS

Policy Advisor and Counsel

Dylan has served in several high-level legislative capacities during his public service career, including Committee Director and General Counsel for the Texas House Committee on Transportation chaired by Texas State Representative Terry Canales, Committee Counsel for the Texas Senate Committee on Health & Human Services, and Chief of Staff for Texas State Representative Sergio Munoz, Jr. Additionally, he served as lead staff member for the Texas Sunset Advisory Commission, providing analysis on a broad range of regulatory and policy issues for the commission during its statutorily mandated performance review of dozens of Texas state agencies. In addition to his diverse legislative career, Dylan has also worked as a practicing attorney at a leading civil litigation firm in Houston, where he honed his advocacy and mediation skills.

Dylan was born and raised in the Texas Lower Rio Grande Valley and had the honor of being selected as a legislative fellow for the Mexican American Legislative Caucus in 2013. He earned his bachelor's degree in Government from the University of Texas at Austin and his law degree from South Texas College of Law in Houston, where he received the top grade in his legal writing courses and had the unique accomplishment of passing the Texas Bar Exam prior to finishing law school.

BRYAN HEBERT*General Counsel*

Bryan has almost 25 years of experience in public policy analysis, legislative advocacy, legal counseling, and legislative document drafting. Before joining Delisi Communications as a lobbyist and lawyer, Bryan worked as General Counsel to the Office of the Lieutenant Governor, where he also served as Public Information Officer and assistant to the Senate Parliamentarian. Bryan's experience includes work on highly technical and politically sensitive policy areas, including school finance, state and local taxes, education policy, election law, and the state budget. As part of his legislative duties, Bryan was able to work closely each day with legislators, constituents, stakeholders, state agencies, and statewide elected officials, analyzing and negotiating hundreds of pieces of legislation and working with legislators from both parties to pass legislation.

Bryan also previously worked as an attorney for the Texas Legislative Council, serving all 181 members of the Texas Legislature. In that capacity, Bryan drafted thousands of bills and amendments, provided technical and legal advice, and had regular contact with the office of each legislator, including contact on the floor of the Texas House while assisting House members with amendments and legal issues. Throughout his time in and around the capitol, Bryan has earned a reputation as a problem-solver and trusted resource.

Bryan's diverse professional background also includes service as executive director of a non-profit public policy group and as a college adjunct professor teaching Texas and United States Government. He is a graduate of Louisiana State University with a BA in Political Science and received his law degree from Washington University School of Law in St. Louis.

DELISI

DELISI COMMUNICATIONS TEXAS LEGISLATIVE UPDATE

The team at Delisi Communications examines Texas politics, policy, and personalities, looking for changes in the way government and business are done in the Lone Star State.

May 31, 2023

THREE BIG THINGS

Regular Legislative Session Ends, Special Session Begins

Texas House and Senate lawmakers were unable to find a [compromise](#) on several top Republican priorities during the regular legislative session that ended on May 29, including property tax cuts, border security, and school choice. Governor Greg Abbott responded by immediately calling the Legislature back for a [special session](#) that began at 9pm Monday night, to address property tax cuts and human smuggling.

There continues to be [disagreement](#) on the best method of providing property tax cuts, with the House, Governor, and most leading business groups supporting compression of school district property rates, and Lieutenant Governor Dan Patrick and the Senate insisting on also increasing the homestead exemption. Relations between the House and Senate have devolved so much that the House simply passed their version of the bill and adjourned Sine Die, leaving the Senate to take it or leave it.

Legislators were, however, able to [push](#) through some other priorities before the end of the regular legislative session, suspending rules of the chambers to do so late on Sunday night. One bill seeks to shore up the state's electricity grid and another creates a new economic incentive program for businesses. Republicans also wrap up the legislative session with some major conservative victories on social issues, passing legislation prohibiting diversity, equity and inclusion offices on public college campuses, banning puberty blockers and hormone treatments for transgender children, and banning sexually suggestive performances in front of children.

Legislators were also successful in adopting a new [state budget](#), the only legislation that is required to pass each session. The \$321.3 billion two-year spending plan takes advantage of a historic cash windfall to invest unprecedented amounts of money into tax cuts, mental health, state parks, colleges and universities, the state's energy grid, broadband, and water infrastructure.

Texas House Impeaches Attorney General Paxton

In a monumental decision that divided the Texas Republican Party, the House of Representatives voted this weekend to [impeach](#) Attorney General Ken Paxton after a scandal-plagued decade in which he has been accused in multiple investigations of misusing his office and of retaliating against whistleblower employees. Paxton's impeachment was approved by a 121-23 vote with support from 60 Republicans and 62 Democrats. The vote suspends Paxton from office pending a trial in the Senate, and Governor Greg Abbott has named former Secretary of State John Scott as an interim replacement until the conclusion of the Senate trial. The Texas Senate [agreed](#) Monday to start its trial of Paxton no later than Aug. 28, and the House has named 12 of its members to prosecute the case.

The impeachment, just the third in Texas history and the first in nearly 50 years, punctuates a whirlwind week in the House that began with the three-term attorney general accusing House Speaker Dade Phelan of being [intoxicated](#) on the job and continued with a bombshell revelation that Paxton was the unidentified subject of a House investigation that began in March. After a tentative \$3.3 million settlement was reached in the whistleblower lawsuit in February, Paxton's office asked lawmakers to use taxpayer dollars to pay it. House committee members say this is what sparked their investigation and recommendation for impeachment.

Attention now shifts to the Texas Senate, which will conduct a trial with senators acting as jurors and designated House members presenting their case as impeachment managers. Permanently removing Paxton from office and barring him from holding future elected office in Texas would require the support of two-thirds of senators. One unusual factor is that Paxton's [wife](#), Sen. Angela Paxton, is among the senators who will decide the attorney general's fate, and it is so far unclear whether she will recuse herself from voting.

Hundreds of New Laws Adopted By Texas Legislature

The 88th Texas legislative session has been a busy five months. The Texas Senate and House of Representatives filed [more than 8,000 bills and 11,700 resolutions](#). As the session ends, only 1,222 bills (15.2%) and 4,028 resolutions (34.3%) passed.

Legislators [approved bills](#) improving school security, increasing penalties for fentanyl distribution, ending mandatory vehicle inspections, banning paper license plates, providing tax exemptions for menstrual products and diapers, and regulating the system for faculty tenure in higher education. As of Sunday night, Abbott had signed 244 bills and vetoed two bills: SB 1615, which would have entered Texas into an interstate compact for cosmetology licensure, and HB 279, which he said was "largely duplicative" of a Senate bill that he signed.

Among the many bills that [failed](#) to advance to the Governor's desk: legalized casinos and online sports betting, permanent daylight savings time, increased penalties for gun crimes, restricted foreign land ownership, and teacher pay raises.

WORTH A CLOSER LOOK

After the end of a regular legislative session and before the start of the next regular session, the Texas Governor may call a special session to cover specific topics. Special sessions can last no longer than 30 days and are limited to the topics designated by the Governor. The Legislative Reference Library of Texas has compiled a list of all previous [special sessions](#), including the topics to be considered by each legislature.

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DELIS COMMUNICATIONS INC
Policy Number 90-GQ-N883-0

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	1210 NUECES ST AUSTIN TX 78701-1720	No Coverage	\$ 43,100	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

SECTION II - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 303.4

SECTION III - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Money and Securities \$250 Employee Dishonesty \$250
Equipment Breakdown \$1,000

The Inflation Coverage provision may change your deductible. Refer to page 17 of your policy.

Prepared
MAY 19 2023
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DELISI COMMUNICATIONS INC
Policy Number 90-GQ-N883-0

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DELISI COMMUNICATIONS INC
Policy Number 90-GQ-N883-0

Ordinance Or Law - Equipment Coverage	included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Moist Material Damage	included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DELISI COMMUNICATIONS INC
Policy Number 90-GQ-N883-0

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999-3	Terrorism Insurance Coverage Notice
CMP-4819-1	Unauthorized Business Card Use
CMP-4243-2	Amendatory Endorsement
FE-3650	Actual Cash Value Endorsement
CMP-4561-1	Policy Endorsement
CMP-4705-2	Loss of Income & Extra Expense
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4706	Back-Up of Sewer or Drain
CMP-4704-1	Dependent Property Loss of Income
CMP-4703-1	Utility Interruption Loss Income
CMP-4788	Additional Managers Lessor of Premises

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CERTIFICATION and ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to submit the Proposal, that the Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this submittal is considered subject to §2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: [Signature] Title: General Counsel
Typed Name: BRYAN HEBERT Company Name: DELISI COMMUNICATIONS
Phone No.: 512-791-3541 Fax No.: _____
Email: bryan@delisi.com
Bid Address: 1210 Nueces St Austin Tx 78701
P.O. Box or Street City State Zip
Order Address: _____
P.O. Box or Street City State Zip
Remit Address: _____
P.O. Box or Street City State Zip
Federal Tax ID No.: 50-0025734
DUNS No.: _____
Date: January 24, 2024

109)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 7, 2024**

Agenda Item:

Presentation by Chief of Police Michael Kester and possible action to authorize the City Manager, on behalf of the Harlingen Police Department to purchase mapping software of major accidents to minimum time of road closures at said major accident sites. Attachment (**Police**).

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature: 

Brief Summary:

The Harlingen Police Department would be better equipped in purchasing mapping software of major accidents to minimum time of road closures within the City. HPD obtained a quote from Allterra and Chief Kester will present the advantages HPD would have in using this mapping software.

Funding (if applicable):

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

*If no, specify source of funding and amount requested: Current Budget fund balance. Total cost \$48,236.13

Finance Director's approval:

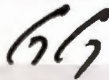
☐ Yes ☐ No ☐ N/A

Staff Recommendation:

For Street Closures ONLY, Fire Chief's approval:

☐ Yes ☐ No ☐ N/A

City Manager's approval:



☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☐ Yes ☐ No ☐ N/A



ALLTERRATM

AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040
480-994-1306

Sales Quote

Sales Quote Number: SQ-62815

Sales Quote Date: 1/31/2024

Page: 1

Quote Expiration Date: 2/29/2024



DIR-CPO-4504

Sold

To: Harlingen Police Department
Salvador Carmona
1018 Fair Park Blvd.
Harlingen, TX 78550

Ship

To: Harlingen Police Department
Sergeant Salvador Carmona
1018 Fair Park Blvd.
Harlingen, TX 78550

Ship Via	Payment in Advance		Customer ID				
Terms			Sales Person				
Item No.	Description	Unit	Quantity	Unit Price	Disc. %	Total Price	
	----GNSS SYSTEM----						
FOR-01-0118	DA2 GNSS Receiver, TDC600, Rover Rod, Range Pole Bracket, Bag, 1 Yr Capture Plus Subscription	Each	1	2,999.00	9	2,729.09	
FOR-CAP-CAT	Forensics Capture Catalyst Bundle For Second User **Required**	Each	1	399.00		399.00	
5217-04-FLY	Bipod, Thumb-Release, 1/2-13SS Universal, FLY	Each	1	218.49		218.49	
	----SOFTWARE----						
FOR-03-0312-NR	Forensics Reveal - (1YR 1 USER FOR 1 YEAR	Each	1	275.00		275.00	
FOR-03-0313-NR	Forensics Suite (Subscription) (Reveal + TRW Forensics) USER 2 FOR 1 YEAR	Each	1	475.00		475.00	
	** X7 3D laser scanner system**						
FOR-01-0106	Forensics X7 Scanning System	Each	1	39,355.00	9	35,813.05	
FOR-02-0226	T10x and Trimble Forensics Capture w/ X7 Module	Each	1	9,150.00	9	8,326.50	

----TRAINING REMOVED IF TAKING
FREE ONSITE TRAINING OFFERED BY EITHER
FRISCO PD OR PROSPER PD FOR YOUR
TWO USERS.

**IF YOUR TWO USERS DONT TAKE
TRAINING
THEN TRAINING WILL NEED TO BE ADDED
INTO THIS QUOTE AT ADDITIONAL COST OF
\$10,000.00

- Earning Your Business is our Top Priority
- 7 Local Offices to Serve Your Needs
- Dedicated Support Line Included
- Serving the Geospatial Community for Over 30 Years

AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040



AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040
480-994-1306

Sales Quote

Sales Quote Number: SQ-62815

Sales Quote Date: 1/31/2024

Page: 1

Quote Expiration Date: 2/29/2024

DIR-CPO-4504

Sold

To: Harlingen Police Department
Salvador Carmona
1018 Fair Park Blvd.
Harlingen , TX 78550

Ship

To: Harlingen Police Department
Sergeant Salvador Carmona
1018 Fair Park Blvd
Harlingen , TX 78550

Ship Via
Terms

Payment in Advance

Customer ID
Sales Person
Phone No.

736600
Keltn/Lanzo

- Earning Your Business is our Top Priority
- 7 Local Offices to Serve Your Needs
- Dedicated Support Line Included
- Serving the Geospatial Community for Over 30 Years

Subtotal:	48,236.13
Total Sales Tax:	0.00
Total:	48,236.13

AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040

Subscription Offering					
	Year 1	Year 2	Year 3	Year 4	Year 5
FOR-01-0118 Trimble Forensics Quick Response Solution DAZ GNSS receiver, TDC800, USB Power Supply, accessories	\$2,729.00				
FOR-03-0313-NR Trimble Forensics Reveal (ONE YEAR SUBSCRIPTION) (INCLUDES POINT CLOUD + ORTHOPHOTO) Diagramming software	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
FOR-03-0313-NR Trimble Forensics Reveal (ONE YEAR SUBSCRIPTION) (INCLUDES POINT CLOUD + ORTHOPHOTO) Diagramming software	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
5217-04-FLY BIPOD, Thumb-Release, 1/2-13SS Universal FLY	\$218.40				
FOR-CAP-CAT Trimble Forensics Capture W/ Correction service subscription (1-year Included) (\$399.00 PER USER PER YEAR)		\$399.00	\$399.00	\$399.00	\$399.00
FOR-CAP-CAT Trimble Forensics Capture W/ Correction service subscription (Additional User) (\$399.00 PER USER PER YEAR)	\$399.00	\$399.00	\$399.00	\$399.00	\$399.00
EWFOR-TDC-STOCK (Warranty on TDC800 data collector starting at year 3)			\$115.00	\$115.00	\$115.00
	\$3,896.50	\$1,348.00	\$1,463.00	\$1,463.00	\$1,463.00

User 1

User 2

User 1

User 2